

Request for Proposal (RFP)

For

Empanelment of Agency for

Providing manpower

Under

Bihar State Co-operative Bank Ltd

Released by:
Managing Director
Bihar State Co-operative Bank Ltd
Ashok Rajpath Patna-800004

Bihar State Co-operative Bank Ltd

NOTICE INVITING TENDER

National Competitive Bidding

1	Title	Request for Proposal (RFP) for Empanelment of Agency for providing Manpower for Bihar State Co-operative Bank Ltd
2	Tender Fee & earnest Money Deposit (EMD) (in INR) from Nationalized bank And payable at Patna	Tender Fee : Rs. 1000/- (Rs. One Thousand Only) EMD Rs. 25000/- (Rs. Twenty Five Thousand Only)
3	Total time Period of Engagement	03 Years
4	Date of starting of downloading of Tender	14/04/2022
5	Last date of submission of pre-bid queries	Please send your pre-bid queries on hr@biharscb.co.in by 20/04/2022 end of day. While sending the queries, please mention "Empanelment of Agency for Providing manpower for Bihar State Co-operative Bank Ltd".
6	Date of pre-bid Conference	21/04/2022 at 03:00 PM
7	Last Date/Time for submission of bids	07/05/2022 by 03:00 PM
8	Date of Technical Bid Opening	12/05/2022 at 03:00 PM
9	Date of Financial Bid Opening	19/05/2022 at 03:00 PM
10	Bid Submission address	Managing Director, The Bihar State Co-Operative Bank Ltd. Ashok Rajpath Patna-04
11	Email id :	hr@biharscb.co.in
12	Contact Address of Nodal Officer	

Note :

1. Managing Director, Bihar State Co-operative Bank Ltd Ashok Rajpath, Patna, reserves the right to change any schedule of bidding process. Please visit Bank website <http://www.biharb.co.in/> mentioned in document regularly for the same.
2. Proposal must be received not later than time, date and venue mentioned in the Fact sheet. Proposals that are received after the deadline will not be considered in this procurement process.

IMPORTANT INFORMATION FOR EMPANELMENT OF AGENCY FOR MANPOWER

SUPPLY

Introduction

The Bihar State Co-operative Bank Ltd. was established in Patna way back in 1914 and was registered under Co-operative Society Act 11 of 1912 with the following objectives

- To serve as the apex bank in the state of Bihar for societies.
- To guide and promote co-operative activities in the State.
- To organize the provision of credit for Co-operative societies.
- To serve as a balancing center in the Co-operative Credit Structure of the State.
- To function as a financing bank in terms of the Act and the Rules and to carry on general business.

Broad objective of the proposal

Requirement For Human Resources: The agencies are required for supplying of manpower as per the indents raised by the Bank and the pre-set eligibility criteria. The empaneled agency will supply manpower for business operation.

Eligible Agencies

- The bidder should be a registered firm for a minimum period of **3 years** under the Indian Companies Act, 1956 Amended in 2013/Societies Registration Act/Trust Act/ Any Other relevant Act in India.
- The manpower supplying agency must be having a minimum of **3 years** of similar experience of supply of skilled/unskilled manpower to Govt./Corporations/private sector entities. The bidder will have to submit certificates of similar work experience along with their technical bid.
- The bidder should have handle minimum deployment of **100 personnel for a minimum period of 11 months every year** I the last three financial years.

Financial Year	Number of Personnel Provided for a minimum period of 11 months
2018-19	
2019-20	
2020-21	

- The Agency/Company must be registered for EPF, EST and GST payment (certified copies to be attached).
- The bidder should have the average annual turnover of at least 2 crores during the last three Financial Years 2018-19, 2019-20 and 2020-21.**
- The firm or any partners of the firm should not be blacklisted by any Government or any other organization in respect of any assignment or behavior. A notarized undertaking to this effect must be submitted with the Technical Proposal

Note: - The agencies meeting the above criteria will be empaneled for supply of manpower for the Bihar State Co-operative Bank Ltd

Selection of Agency

- a) The empanelment will be based on Technical Qualification and all the technically qualified agencies will be empaneled for providing manpower service.
- b) The Financial Bid of these agencies will be used for price discovery and the empaneled agencies will be approached for providing the manpower at **L₁ rate** or percentage.
- c) The candidates would be interviewed by the committee and selection, the selected candidate will be provided by the agency on their payroll.
- d) Agency will quote its administrative expenses for one year (excluding GST) which will be computed and will form basis for evaluating the Financial Quote.
- e) The price quoted shall be applicable for three years and can be extended for the next two years without any enhancement in the administrative cost of the agency.

Submission of Bids

- i. The Applicants for this tender should have all valid statutory registrations like.
- ii. Registration with EPF
- iii. Registration with ESI
- iv. Registration under Contract Labour (Regulation & Abolition) Act 1970 and Rules
- v. Registration of Service Tax
- vi. PAN Number

Note: - The bidder should submit a documentary proof of the same along with the technical bid. The Agency will be bound by the details furnished by it to the Bank, while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.

Submission of Bids to the Managing Director, Bihar State Co-operative Bank Ltd, **Ashok Rajpath Patna, Bihar**

Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Evaluation Committee

An Evaluation Committee headed by Managing Director, B.S.C.B Ltd would be constituted to evaluate the Technical and Financial Proposals. The Evaluation Committee will make the final selection of agency/agencies for supply of human resources to Bank.

Scope of work

- (i) The Agency will be responsible for deployment of qualified manpower. The manpower will be deployed as agreed in the final contract. This dedicated team of professionals would be engaged by the Agency for carrying out the assignment.
- (ii) The manpower deployed by the Agency will be dedicated full time for this service and shall be retained with that exclusive requirement. To ensure quality, the Agency shall support in developing different modalities, policies and guidelines for managing the manpower deployed for the purpose. The selected Agency will provide services through deployment of suitable manpower, having result orientation with potential to deliver at various levels of their placement.

- (iii) For delivering the services, it is estimated that professionals of desired experience will be required for execution of work for a period of three years who will be hired through a manpower providing agency/company/proprietorship firm subject to satisfactory performance of agency and annual contract renewal after every 11 months, the contract is extendable to a maximum period of another two years subject to mutually agreed upon terms and conditions of both parties. Number of persons deployed might increase or decrease according to business requirement.

- (iv) The Agency shall ensure that the manpower deployed to the Bank conforms to the requirements of the Institution in terms of age, qualification, medical fitness, language skills, conduct, antecedents, etc.

Duration of the Contract

The contract period of this assignment will be for Three Years (3) from the date of commencement of services subject to extension of maximum two more years. However, the contract will be renewed after every 11 months, based on the performance of the Agency and the need of the Bank.

Earnest Money Deposit

The bid must be accompanied by a refundable Earnest Money Deposit (EMD) of Rs. 25000 /- (Rupees Twenty Five Thousand only) of Demand Draft drawn in favor of "Bihar State Co-operative Bank Ltd", Patna, payable at Patna. The amount of EMD shall be refunded to the unsuccessful Bidders within one month of finalization of bids. The EMD of the successful Bidder shall be retained by the B.S.C.B Ltd till the completion of the assignment.

Other Conditions: The Agency shall engage necessary manpower as required by the Bank from time to time. The said person employed by the Contracting Agency shall be the employee of the Contracting Agency and it shall be the duty of the Contracting Agency to pay their salary/wages to the staff provided to the Institute in time i.e., before 6th of every month through cheque or ECS transfer only and the proof of such payment to be provided every month at the time of claiming the charges from the Institute. The Agency shall be liable for due observation and implementation for the Statutory Conditions/requirements of labour laws as applicable to its workman, during the contract period and the Contracting Agency shall issue monthly pay slip indicating the gross wages & deductions made from the gross wages, to all the workmen/workwomen provided to the Institute . It is obligatory on the part of the Agency to ensure that wages paid should not be less than the minimum wages fixed by the Government from time to time and all relevant statutory requirements must be incorporated in the amount to be paid to each employee.

Instruction to Bidders

- a) The agency is required to provide professional, objective, and impartial advice, always holding the Client's interest's paramount, strictly avoiding conflicts with other assignment or its own corporate interests and acting without any consideration for future work.
- b) The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.
- c) In responding to the RFP, bidding Agency is expected to examine the document in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Bid.
- d) The Agency shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.
- e) After contract is awarded, the Agency will submit a **Performance Security 5% of the Contract value.**
Note: **Administrative cost mentioned by the selected Agency in this bid shall be reckoned to be the contract value for calculating performance security amount**
- f) Performance Security may be furnished in the form of Bank Guarantee from a commercial/nationalized bank in favor of Authority covering the period of contract .
- g) The Agency shall submit **only one Bid**. If the Agency submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.
- h) The Agency shall not be entitled to subcontract the Services without prior written consent of the Client.
- i) All Clarification in the document should be sought during the Pre-Bid conference. If any suggestion towards amendment in the RFP Document is deemed necessary by the client then it would be communicated to all the bidders in writing or by an e-mail.
- j) The Technical Bid shall not include any financial information. Technical Bid containing material financial information shall be declared non-responsive.
- k) The Financial Bid shall be prepared for the Administrative Cost for 1st Year excluding Goods and Service Tax (GST)

General Terms & Condition for Personals to be hired through manpower supplying Agency/Company/Proprietorship Firm

- a) Candidates appearing for the job through the service providing agency will have to obtain Character Certificate from concerned SP/SSP of their places of residence and / or from their native place. The service provider will ensure about this for all the candidates appearing through it.
- b) The manpower supplying agency will screen and ensure accuracy of all the facts presented by the candidates and their credentials thoroughly, before presenting them to BSCB.Ltd. Information about educational qualification/character/caste and domicile provided by the candidates will be cross verified by Bank and any forgery in document provided will be strictly dealt with.
- c) Matriculation or Equivalent Certificate will be used for verifying age of the candidates.

Note:- The B.S.C.B Ltd reserves the right to call for physical or virtual mode of Bid execution as per its convenience and hence the bidders are suggested for its readiness in bid participation via any mode as per the situation.

Role of the Agency in engaging Manpower

- i. The Agency must select suitable Manpower, fulfilling the eligibility criteria and job description through a properly designed selection process.
- ii. BSCB Ltd will cross check the credentials of the staff recommended by the Agency vis-à-vis job description and eligibility criteria.
- iii. The professional will be screened by a “Screening Committee” formed by Bank under the Managing Director; B.S.C.B Ltd and will be eligible for deployment subject to recommendation by the committee.
- iv. The selected personnel provided by the Agency will be on the pay roll of the Agency. The Agency shall ensure placement of the personnel at the B.S.C.B Ltd within 15 days of award of contract.
- v. The staff shall not have any claims, what-so-ever, with regards to their service matter with BSCB.ltd.
- vi. The Bank will have no obligation with regard to the service matter of the staff. For all purposes the staffs are engaged by the Agency and not by the Bank.
- vii. If directed by the Bank, the Agency shall ensure that candidates are repositioned to any other Bank offices other than their current Place of working within 15 days of receiving such notice.
- viii. The working logistics and office space for official purpose and during office time will be provided by the B.S.C.B Ltd.
- ix. The Agency will also be responsible for replacement of staff within a period of 15 days from the receipt of intimation in this regard. If any staff is found not up to the mark, at any point of time, the Bank may ask for his/her replacement which the Agency has to comply within 15 days. Any such replacement needs to be approved by the Screening Committee of the Bank.
- x. The Agency will be responsible for statutory and legal compliances like EPF, ESI, leave, court matters etc. during engagement of staff by them. The Agency shall be responsible for contributions towards EPF & ESI etc. wherever applicable.
- xi. Employer’s share of contribution towards EPF and ESI will be paid by the agency as per government rules.
- xii. The employer’s share of PF will be deducted by the agency as per rules and matching the employer’s share and deposited in Employee’s PF account.
- xiii. TDS on payment to all the personnel will be the responsibility of Service Provider.
- xiv. The Selected Bidder shall submit the Attendance Sheet, Payment Receipt, EPF Deposit Challan, ECR for EPF deposits, ESI deposit Challans along with ECR for ESI deposits, of the personnel deployed along with bill for every month, failing which payment will not be made by the Bank, Patna.
- xv. The Bidder shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.
- xvi. The Bidder shall provide PF A/c No. to all the deployed personnel, wherever PF is applicable.
- xvii. The Selected Bidder has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of B.S.C.B Ltd, have been made in strict compliance of the provisions of the Minimum Wages Act and that necessary payments on account of statutory provisions, for e.g. ESI / PF / Gratuity,

etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and performance security deposit forfeited, but also any other action, as deemed fit by B.S.C.B Ltd shall be taken. The contractor shall comply with the statutory provisions of Contract Labour (Regulations & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provision) Act, 1952, Payment of Bonus Act, 1965, the minimum Wages Act, 1948, Employer Liability Act, 1923, Employment of Children Act, 1938 and / or any other Rules/Regulations and / or statues that may be applicable to them and shall further keep the B.S.C.B Ltd, Patna indemnified from all acts of omission, fault, breaches and / or any claim, demand; loss; injury and expense arising out from the noncompliance of the aforesaid statutory provision, Contractor's failure to full fill any of the obligations here under and/ or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these B.S.C.B Ltd, Patna shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands loss or injury from the contractor's monthly payments.

- xviii. The Selected Bidder shall furnish a comprehensive list of all employees deployed by it at B.S.C.B Ltd, with the details of PF account number and ESI card numbers of each employee and as and when a new personnel is deployed by the Bidders, such details in respect of the said personnel shall be furnished within a month from the date of his/her deployment.
- xix. The service charges/ administrative charges quoted by the agency should be reasonable but not zero or NIL**
- xx. The manpower deployed shall remain under the control and supervision of the Selected Bidder and the Selected Bidder shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- xxi. The deduction of income tax from the bills of the Selected Bidder will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Bidder as per provisions of the GST Act, wherever applicable.
- xxii. There will be quarterly review of performance of the staff engaged and based on performance for each quarter, the service of the manpower engaged will be renewed annually.
- xxiii. All remuneration to the staff shall be paid by the Agency by way of electronic money transfer. Payment through cheque / cash is strictly prohibited. Release of funds to the Agency shall be subject to Agency submitting proof of electronic transfer of remuneration to the staff.
- xxiv. B.S.C.B Ltd reserves the right to engage a greater number of resources to meet the emerging requirements of the program. In such an eventuality, the additional resources shall be deployed by the consultant at a rate applicable for similar resources and as per the man-month rates in the financial bid.
- xxv. For all the posts to be hired by B.S.C.B Ltd the agency will provide Bank an option of at least 3 candidates per post, who will then be screened by the selection committee. Decision of the screening committee and Managing Director B.S.C.B Ltd will be final in this regard.

Miscellaneous

Penalty Clause

After being selected, for non-performance in relation to scope of work related to Second Party, following penalty would be imposed on the Second Party by First Party, until and unless such delay is condoned by B.S.C.B Ltd, for valid and acceptable reasons, after due consideration:

- I. Holding up at 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.
- II. Forfeiture of security.

Provided however, that no penalty shall be payable by **Selected Agency** for delays attributable to B.S.C.B Ltd and/ or project implementing agency and/or occurrence of a Force Majeure event.

The maximum penalty in any such case/s would be limited to 5 percent of the total contract value or fee paid till the time, whichever is lower.

Performance Security Deposit

After selection of suitable applicant in RFP, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful Bidder shall be retained by B.S.C.B Ltd till the completion of the assignment. In addition, performance security shall be obtained from the selected agency in the form of bank guarantee to the tune of 5% of the contract valued. Performance security in the form of bank guarantee shall initially be valid till the end of this agreement and in case the assignment extends beyond the period, the validity of the bank guarantee shall be suitably extended.

Validity of Bid

The application Bid shall be valid for a period of 180 days from the last date of submission of application.

Withdrawal/Amendment to Bid

At any time prior to the last date of receipt of Bids, B.S.C.B Ltd, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, B.S.C.B Ltd may at its discretion, extend the last date for receipt of Bids and /or make other changes in the requirements set out in the invitation to RFP. B.S.C.B Ltd reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

Rejection of Application/Bid

The application / Bid for selection of Agency is liable to be rejected, if:

- a) It is not in prescribed form and not containing all required details/ information/ documents.
- b) It is not property signed.
- c) It is received after the due date and time.
- d) Bid is received by telex, fax, telegram or e-mail.
- e) Bid received without cost of Bid document and EMD

B.S.C.B Ltd reserves the right to:

- a) To reject any/all application without assigning any reasons thereof
- b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the B.S.C.B Ltd and the objective of the scheme without assigning any reasons thereof
- c) To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the scheme.

Conflict of Interest

The Agency is required to provide professional, objective, and impartial advice, at all times holding the Client's interest paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work. The Agency has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

Unfair Advantage, Corrupt and Fraudulent Practices

Selection of the Agency would be strictly in accordance to the ToR. B.S.C.B Ltd requires compliance with its policy in regard to corrupt and fraudulent practices as set forth by the Government of Bihar (GoB). In further pursuance of this policy, Agency shall permit the B.S.C.B Ltd to inspect all accounts, records, and other documents relating to the submission of the Bid and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

Confidentiality

From the time the Bids are opened to the time the Contract is awarded, the Agency should not contact the B.S.C.B Ltd on any matter related to its Technical and/or Financial Bid. Information relating to the evaluation of Bids and award recommendations shall not be disclosed to the Agency who Submitted the Bids or to any other party not officially concerned with the process, until the publication of the Contract award information.

Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the B.S.C.B Ltd in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

Notwithstanding the above provisions, from the time of the Bid's opening to the time of Contract award publication, if the Agency wishes to contact the B.S.C.B Ltd on any matter related to the selection process, it should do so only in writing.

Arbitration

In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator who in this case will be the Chairman, The decision of MD, B.S.C.B Ltd, Patna on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.

Applicable law

- a. The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Bihar.
- b. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Patna (Bihar, India)
- c. Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related /pertaining to this project shall be settled by the contractor at its own cost. B.S.C.B Ltd will NOT be a party to the same.

Documents forming part of the Technical Bid:

- EMD and Bid processing fee
- Applicant Proposal
- Firm / company profile.
- Certified copy of Certificate of Incorporation / Registration of the organization
- Authenticated copy of GST registration certificate
- PAN and TAN copy of firm
- A declaration from the company that the firm has not been blacklisted by any Government organization
- IT Return for last three financial year (FY2021, FY2020 and FY2019)
- Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (FY2021, FY2020 and FY2019)
- Details of the assignments executed during the last three years (FY2021, FY2020 and FY2019) for the Central/State Government / PSU / Private sector highlighting assignment wherein the agency has been engaged for supply of manpower/human resources Certified copies of signed

agreements should be enclosed in support. Description of each assignment to be limited to 250 words each.

- Proof of providing a minimum number of 100 personnel for a minimum period of 11 months in each of the last three financial years. (FY2019, FY2020 and FY2021)
- Any other relevant documents in support of the eligibility criteria (the documents carrying various financial details should be certified by Chartered Accountants.)
- Certified copy of the Labour license of the bidding firm
- Certified copy of EPF registration of the firm
- Certified copy of ESI registration of the firm
- Certified copy of firm's registration for GST payment

FINANCIAL BID

(To be filled in a separate sealed envelope system & Marked as Financial Bid-selection of agency for hiring various posts at union)

Financial Format (To filled by the hiring Agency)

The percentage % to be charged as a service fee for supplying the manpower on the total salary. (Excluding GST)	Amount in Figures:
	Amount in Words:

Seal & Signature of the Firm

Name:

Address:

**AUTHORIZATION LETTER FOR PARTICIPATION IN THE BIDDING
PROCESS**

(On Company Letter Head)

Mr. (Designation), Employee ID is authorized to attend the bidding process either physical or through digital and virtual platform as per the discretion of the B.S.C.B ltd.

