

BIHAR STATE HIGHER EDUCATION COUNCIL

Government of Bihar



बिहार सरकार

Request for proposal(RFP)

RFP Reference No.:- BSHEC/OTSRAGENCY/41/2024- 741

Dated: - 29 . 09. 2026

BIHAR STATE HIGHER EDUCATION COUNCIL

Invites

Request for Proposal (RFP) for Selection of Manpower Supply Agency (SA) Supply of various manpower in BIHAR STATE HIGHER EDUCATION COUNCIL Under Department of Higher Education, Govt. of Bihar

Issued By: -

BIHAR STATE HIGHER EDUCATION COUNCIL
HIGHER EDUCATION DEPARTMENT, GOVERNMENT OF BIHAR

Handwritten signature and date 29/9/26

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BIDDERS ARE REQUESTED NOT TO QUOTE ANY THING AT THIS PAGE

BIHAR STATE HIGHER EDUCATION COUNCIL, GOVERNMENT OF BIHAR**Notice Inviting Request For Proposal**

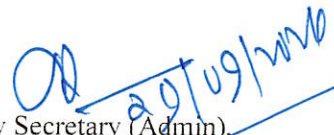
Bihar State Higher Education Council invites Request for Proposal (RFP) for Selection of Manpower Supply Agency (SA) for Supply of various manpower in Higher Education BSHEC, Bihar under a Two-Bid System: Technical and Financial bid from eligible bidders.

Please note the following data sheet.

SN	Activity	Date/Time: Duration
1.	Download date of RFP document	From 02.10.2026, 11:00 Hrs (https://bshec.bihar.gov.in/)
2.	Last Date of sending pre-bid queries by e-mail	Date-08.10.2026 up to 18.00 Hrs. to email ID: shecbihar@gmail.com
3	EMD, Tender Fee and Tender Processing Fee	1) EMD (Refundable): Rs 5,00,000/- (Rupees Five lakh only) through DD Favour Of Bihar State Higher Education Council / Bank Guarantee. 2) Tender Fee (Non-refundable): Rs 5900/- (Rupees Five Thousand and Nine Hundred Only) through DD for Favour of Bihar State Higher Education Council .
4.	Date, Time and Place of Pre-Bid Meeting	Pre-bid meeting will be held at Confrennce Hall, Bihar State Higher Education Council on 09.10.2026 at 4:00 PM
5.	Publishing of Pre-Bid queries response	Will be published on best effort basis at Deptt website. (https://bshec.bihar.gov.in/)
6.	Last Date/ Time for submission/ submitting of offer/Bid	15.00 Hrs. On Date - 22.10.2026
7.	Date & time for opening of Technical Bid	16:00 Hrs. On Date - 22.10.2026
8.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
9.	Method of Selection	Quality & Cost Based Selection (QCBS)
10.	Bid Proposal Validity	180 days from the last date of proposal submission.
11.	Contact person for queries	Name: Varun Jee Designation: Sr. Accountant Email: shecbihar@gmail.com , Mobile No: +91-7979056858 Phone No:- 0612 2220053

Note:

1. BSHEC reserves the right to change the conditions or cancel the tendering process at any stage without assigning any reason thereof. Please visit the portal regularly for the same.
2. The Bidders are advised to submit the Bids well in advance as BSHEC will not be responsible for non-submission of the bids because of any technical glitches


Deputy Secretary (Admin).
Patna, Bihar

SECTION-I

Introduction & Background Information

1.1. Introduction

The Bihar State Higher Education Council (BSHEC) is the apex advisory and regulatory body constituted by the Government of Bihar to plan, coordinate, and promote the development of higher education in the state. Established under the Bihar State Higher Education Council Act, the Council works as a vital link between Universities, Colleges, the State Government, and national bodies such as the University Grants Commission (UGC), Ministry of Education (MoE), and Rashtriya Uchchatar Shiksha Abhiyan (RUSA).

1.2. Objective

The primary objective of this RFP is to establish a transparent, competitive, and efficient mechanism to Select competent Manpower Supply Agencies. The specific objectives include:

- **Sourcing Excellence:** To secure a reliable stream of qualified personnel ranging from administrative, technical, and IT support to field workers and support staff.
- **Operational Efficiency:** To streamline the manpower deficiencies in the BSHEC, ensuring that the BSHEC's human resource gaps are filled promptly without administrative delays.
- **Statutory Compliance:** To ensure that all deployed manpower receives fair wages, benefits, and working conditions in strict compliance with the prevailing laws of Bihar.

1.3. Contract Period

- The initial Contract Period shall be for 3 years which may be extended for another 2 year as per the need of the BSHEC, upon satisfactory performance of agency at the prevailing terms and conditions of the RFP.

Scope of Work (SOW)

- 1) The Selected Service provider has to provide Manpower on outsourced basis for various works in Bihar State Higher Education Council, Bihar and also other BSHECs Government of Bihar as per the terms and conditions of the “Manpower Rate Contract” defined under this RFP
- 2) Details of Manpower to be supplied by the Agency is provided in the Annexure - “Outsourced Manpower Details”. However, in the due course of selection new Manpower may be included under the said Manpower list, Annexure – “Outsourced Manpower Details”.
- 3) Under this Rate Contract, service providers will be Selected for a period of 03 (Three) years.
- 4) The Rate Contract could be extended for 06 (six– six) months each for a maximum period of 1(one) year on the same terms & conditions depending upon the satisfactory performance of the Selected Agency. However, decision on extension of Rate Contract will be taken by the Tendering Authority and will be final.
- 5) The services of manpower on outsourced basis will be provided by the selected agency as per the prescribed procedure.
 - The Service Provider will provide the service on outsource basis to the BSHEC.
 - Manpower provided on outsourced basis to the BSHEC shall be the employees of the Service Provider and shall work under the control and supervision of the Service Provider. The Service Provider shall be responsible for the honorarium / remuneration amount and any other claims of the manpower provided on outsourced basis.
 - Getting an affidavit from Manpower –

An affidavit attested by a notary public will be obtained from the outsourced Manpower by the selected agency on a stamp paper of Rupees One Thousand Only (Rs. 1000/-) regarding not claiming service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits from the BSHEC and as the responsibility of payment of Provident Fund, Employee Insurance, Bonus etc. (if admissible) are being paid to the outsourced manpower by the concerned selected agency. This affidavit will be submitted on the portal after the issuance of work-order by the BSHEC and its original copy will be made available to the BSHEC by the concerned Selected Agency, Format of the affidavit is attached as Annexure-IV.
 - The selected agency shall pay all the benefits admissible to the employed Manpower such as Provident Fund, Employee Insurance, Bonus, Gratuity etc. The BSHEC shall not pay the benefits admissible under the Labour Laws separately to the concerned Manpower.
 - The selected agency shall also ensure compliance to the following labour laws / legislations:
 - ❖ Minimum Wages Act
 - ❖ Payment of Wages Act
 - ❖ Employees Provident Fund and Miscellaneous Provision Act
 - ❖ Employees State Insurance Act
 - ❖ Payment of Bonus Act
 - ❖ Payment of Gratuity Act
 - ❖ Workmen’s Compensation Act, if the ESI Act does not apply
 - ❖ Maternity Benefit Act
 - ❖ Other Indian Labour Act, if applicable

- Under the EPF Act 1952, the EPF contribution will be estimated based on the effective wage ceiling limit
- Under the ESI Act 1948, the ESIC contribution (if applicable) will be estimated based on the equivalent amount of total of Basic Emolument and Monthly Compensatory Amount under the wage ceiling limit.
- Outsourced Manpower Contract Period Duration and Extension
 - ❖ As per the requirement of BSHEC the services of personnel will be obtained through outsourcing for a maximum period of 03 (Three) years at time.
- Process of hiring outsourced manpower
 - ❖ After obtaining approval / sanction of required manpower from the competent authority, BSHEC/ Office will notify the selected Agency to supply the Number of Manpower, Designation and Man-month rate.
 - ❖ If the BSHEC / office requires to issue work-order for additional manpower or if there is a need of any other enlisted manpower; then BSHEC/ office in the light of above clause can have the outsource manpower service through the selected agency as per the rules.
 - ❖ Allotted Selected agency within seven (07) working days of receipt of requisition will submit list of at least three candidates per position obtained through the proper channel with the name, mobile number, email ID and resume possessing the same educational qualification, eligibility and experience according to the man-month rate.
 - ❖ For the selection of candidates from the list received, a selection committee will be constituted by the BSHEC / office at its own level.
 - ❖ Selected agency will confirm to the BSHEC/ Office for making the manpower service available to BSHEC / office within 15 (fifteen) days of the written communication of list of recommended candidate list or after the expiry of the notice period of the candidates.
 - ❖ Work-order will be issued by the BSHEC to the concerned selected agency.
 - ❖ Selected agency will made available the candidate to the BSHEC within 15 (fifteen) days of issuance of work-order or within 05 days of expiry of the notice period of the candidates
 - ❖ Replacement/ Cancellation of Engaged Manpower

In case the work done by the Manpower provided by Service Provider is not found satisfactory, the BSHEC / Office can return the manpower and ask the concerned service provider to provide another manpower or can take action to hire the Manpower from any other selected service provider as per the rule.

6) Payment process:

- In the light of the issued work-order, the monthly absentee will be made available by the BSHEC/ office to the selected agency within the first 05 (five) working days.
- Monthly remuneration will be paid to the manpower by concerned agency into their bank account after making applicable deductions as per the rule within 05(five) working days of receipt of monthly absentee.

- Details of payment done by the agency will be made available to the BSHEC / office by the concerned agency.
- Agency will provide the original invoice to the BSHEC / office.
- BSHEC/ Office after assuring the payment done by the agency to the manpower will release the payment to agency against the original invoice. In case allotment is available, the amount will be paid within 10 (ten) working days as per rules.

7) Grievance Management

- Outsourced Manpower could lodge grievance against the concerned selected agency to the nodal officer of BSHEC.
- If possible, the complaint will be resolved at the level of concerned BSHEC / office.

8) Responsibility of BSHEC and its District/ Block offices

- Finalizing the tender to agency for provision of manpower service on outsource in accordance with the Man-month rate
- To punish/ blacklist selected agency as per rules of the BSHEC in the event of breach of terms and conditions of the agreement signed between BSHEC and selected agency.

9) Responsibility of Selected Agency

- To provide qualified, efficient and well-behaved man-power.
- Providing the services of manpower on outsource basis to BSHECs as per the prescribed procedure.
- Providing manpower within the stipulated time against the issued work-order.
- Providing Smart Identity Card to provided manpower.
- Ensure monthly remuneration payment as per the fixed man-month rate (only offline payment i.e. no cash payment should be made)
- Ensuring payment made to the manpower (EPF, ESIC)
- Maintaining BSHEC wise proper database of all manpower along with updated details like Man-month rate (including EPF, ESIC etc.). Absentee, Payment Status, Identity Card etc.
- Providing helpdesk / support number to Manpower for grievance redressal.
- Deploy BSHEC wise at least one managerial staff for coordinating administrative procedures against issued work-order. The cost against these managerial staff will be borne by the selected agency itself
- Obtaining an affidavit attested by Notary Public from the recommended candidates on a stamp paper of Rs. 100/- (Rupees One hundred) regarding payment of Provident Fund, Employee Insurance, Bonus etc. in future and not claiming service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits from the deployed / working manpower.
- The concerned selected agency will be responsible for any loss caused due to breach of any rule by the manpower.
- Providing list of at least three candidates (along with name, mobile number, email address) possessing same education qualification and experience against requisition of one manpower
- Verification of background of concerned candidate like education qualification, experience, other required skills etc. before providing the candidate details to BSHEC / office.

- During manpower take over from other agency, verification of background of concerned candidate like education qualification, experience, other required skills etc. of manpower at their own level.
- Under the selection process, providing full details of candidates like Date of Birth, Marital Status, Educational and professional Qualification, Experience, Address etc. along with bio-data and supporting documents.
- Presence of authorized representative of selected agency at the concerned office during the prescribed selection process (written/ interview) with the permission of the concerned BSHEC / office.
- In case of any mistake or any other act committed by the person under the category of misconduct / indiscipline / incompetence etc., then in such situation the concerned agency shall be responsible for taking appropriate disciplinary action against such person, including their removal from the project site, any other necessary actions as required by the BSHEC / office / provisions of the legal framework of the country.
- Selected agency shall be responsible for any acts done by the manpower such as infringement of intellectual property of another party, any personal injury or property damage, damage to government property etc. and compensation against the same shall be made by deducting it from the invoice at the current market value. In view of the excess amount, the desired deduction can be made by BSHEC from the PBG (Performance Bank Guarantee) in the light of the
- During the period of this contractor after its termination, Selected agency and the manpower provided by it will not use, sell, disclose any related proprietary or confidential information without the prior written consent of the concerned BSHEC/ office.

10). Penalty

On receipt of official complaint from BSHEC penalties can be imposed on the agency by BSHEC as follows –

- Penalty against work-order–
 - ❖ In case of non-provision of manpower by the agency within the stipulated time against an issued work-order, complaint will be lodged by the concerned BSHEC Office or other BSHEC / office along with the respective documents to Director, Bihar.
 - ❖ Against this, a penalty for each day @1% of Monthly Rate against the concerned Manpower will be imposed for a maximum of 10 days. The start day of penalty shall be counted from the day of issue of letter by concerned BSHEC / Office
 - ❖ If the occurrence of delay period (of more than 10 days) continuous for three months, BSHEC / office has option to cancel the work-order without any compensation to the agency. Also, BSHEC / office can get the work done from other selected agency as per rules.
- Penalty against irregular payment to manpower -
 - ❖ In case of non-payment / partial payment of monthly remuneration to manpower within 05 days of receipt of absentee, complaint could be lodge by the BSHEC office along with relevant documents.
 - ❖ Against this penalty @ 5% of Monthly Agency Rate against the concerned Manpower will be imposed.
- Penalty against non-provision of stipulated facilities or benefits to manpower

- ❖ In case of non-provision of stipulated facilities or benefits to manpower, complaint could be lodged by concerned BSHEC / office to BSHEC along with relevant documents.
- ❖ Against this penalty @ 5% of Monthly Agency Rate against the concerned Manpower will be imposed.
- ❖ In case of receipt of minimum 03 official complaints from BSHEC can impose penalty @2% of PBG amount submitted by the concerned agency.
- ❖ In case an agency is penalized for more than 8% of PBG amount, BSHEC can cancel the Selection of the respected agency with forfeiture of entire PBG and black-listing
- ❖ In case of receipt of complaint against agency for demanding any amount (in any form, which does not include the registration fee of selected agency) from any candidate, the complaint will be verified by BSHEC. If the complaint is found to be correct, BSHEC will forfeit the entire PBG, cancel the selection of the concerned agency and take action towards black-listing the agency. If necessary, legal action can also be taken as per law
- ❖ Selected Agency shall be responsible for any acts done by any Manpower such as infringement of intellectual property of another party, any personal injury or property damage, damage to government property etc. and compensation against the same shall be made by deducting it from the invoice at the current market value. In view of the excess amount, the desired deduction can be made by BSHEC from the PBG (Performance Bank Guarantee) in the light of the complaint received by the concerned BSHEC / Office.

11) Payment Terms

Payment will be done as per the following terms:-

- ❖ GST shall be applicable on Monthly Agency Rate.
- ❖ Further all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income Tax Act and GST Act.
- ❖ TDS will be deducted U/s 194C of Income Tax Act & GST TDS U/s 51 of CGST Act.

SECTION-III

ELIGIBILITY CONDITION FOR BIDDERS

3.1. Pre-Qualification (PQ) Criteria

Bidders must fulfil the following eligibility criteria to take part in RFP.

S.N.	Basic Pre-Qualification Criteria	Documents Required
PQ1.	Non- refundable Tender Fee of Rs 5900/- (Rupees Five Thousand Nine Hundred Only)	DD enclosed
PQ 2.	EMD (Refundable) for Rs 5,00,000/-(Rupees Five lakh Only).	DD / Bank Guarantee of the same
PQ 3.	Bidder's Profile	As per Form 2
PQ4.	A letter of authorization/ power of attorney/ Board resolution in the name of the person signing the bid.	Power of attorney on Stamp Paper/ Board resolution copy on company letterhead
PQ5.	The bidder should be registered / incorporated under the Indian Companies Act as a company, LLP or partnership / agency. The bidder must be under operation for minimum period of Five years concluding on 31.07.2026. (JV, Consortium, Subcontracting are strictly not allowed to participate)	1. Copy of Certificate of Incorporation. 2. PAN / GIR No. along with valid document 3. Copy of - a. Articles of Association (in case of registered limited firms), or b. Partnership deed (in case of partnership firm), or c. In case of sole proprietary, Certificate of Enlistment.
PQ6.	The registered office or one of the branch offices of bidder must be located in the State Capital Region of Patna	Proof of Presence.
PQ7.	GST registration certificate.	1. Valid GST certificate 2. Copy of Latest GST return
PQ10.	Bidder should be registered under Employees Provident Fund and Employees State Insurance Act.	Copy of ❖ EPF Registration Certificate along with last six-month challan copy ❖ ESIC Registration Certificate along with last six-month challan copy
PQ11.	The bidder must have been supplying for minimum three continuous year since services for providing minimum 100 human resources per year through multiple work orders (maximum 03 work orders) in Public Sector Company / Banks / Government	1. Bidder shall submit years wise summary report of manpower details, work order validity towards checklist of continuity of manpower supply. 2. The bidder shall also submit the

	Department's etc. (Note: Private organisation experience shall not be valid)	Work Order / Agreement copy along with either Completion certificate / Ongoing certificate (or any document as proof of ongoing project) (Note: Self-Declaration without work order shall not be valid and become liable for rejection)
PQ12.	- The bidders should have an Average annual Turnover of a minimum Rs.5Cr. in last three Financial Years i.e. 2022-23, 2023-24 & 2024-25 from the Manpower Outsource Services. - The bidder should have a positive net worth for the last three financial years concluding in 2024-25	Average Annual Turnover Certificate from chartered accountant on their letter head duly signed and stamped with its Membership Registration No. and UDIN No.
PQ13.	Submit an affidavit to the effect that ❖ the Company is / has not been blacklisted by Central / any State Government / PSU ❖ agrees to respect and compile / abide by all the conditions prescribed in manual for providing services on outsource and ❖ agrees to compliance "The priority to local candidates of Bihar to provide employment"	Not a rised affidavit under signatures of the owner for each of the same
PQ 14.	ISO Certifications for • Commitment to Quality and Standardized Operations, • Robust Grievance Redressal and Stakeholder Trust, • Protection of Migrant Personally Identifiable Information (PII) and Data Sovereignty and Safety and • Safety and Regulatory Compliance of Welfare Centres	The bidder is required to produce following Valid ISO Certificates: • ISO: 9001:2015, • ISO: 10002:2018 • ISO: 27001:2015, • OHSAS:45001:2018 • SA 2018
PQ15	Valid character certificate of the Proprietor / All Partners / All Directors issued by SUPRITENDENT OF POLICE	Valid Certificate
PQ 16.	A consortium / Joint venture / Subcontracting to any third party is strictly not allowed.	Undertaking on company letterhead
PQ17	The bidder must have HRMS software for recruitment, payroll, and attendance, compliance management. With capacity of minimum 1000 manpower	Undertaking along with software function PPT

3.2 Technical Eligibility (TQ)Criteria

Sl	Criteria	Max. Marks	Documents Required
TQ1.	Experience of Manpower supply within BSHECs/ corporation/ Bihar State Government/ central government/ public sector companies/ autonomous bodies during last 5 years ending on 31.07.2026. (Yearly project value of Maximum 03 work orders)	15	Purchase order/ Work Order / Agreement copy And Completion certificate / Ongoing certificate (or any document as proof of ongoing project) (Note: Private organisation experience shall not be counted)
	Upto 5 Crore -5 marks, >5 to 10 Crore -7.5 marks, >10 to 20 Crore -10 marks, >20 Crores -15 marks.		
TQ2.	The bidder must have been completed minimum three years in similar manpower supply services for providing minimum 100 human resources per year through multiple work orders (Maximum 03 Work orders) in Public Sector Company /Banks / Government BSHECs etc. (Note: Private organisation experience shall not be counted)	15	Purchase order / Work Order/Agreement copy And Completion certificate / Ongoing certificate (or any document as proof of total manpower) (Note: Private organisation experience shall not be counted)
	Manpower Supply Strength as per above >100 and $\leq$ 200 –7.5 marks, >200 and $\leq$ 300 -10 marks, >300 and above-15 marks.		
TQ3.	Average Annual turnover of last three financial years 2022-23, 2023-24 & 2024-25 from the business of providing Manpower Supply Services - >05 Cr and $\leq$ 10 Crore-5 marks, >10 Cr and $\leq$ 15Crore -10 marks, >15 Crore -15 marks,	15	Average Annual Turnover Certificate from chartered accountant on their letter head duly signed and stamped with its Membership / Registration No. and UDIN No.
TQ4	Single Monthly EPF Challan with payment confirmation receipt of at least 500 Manpower in last six months and latest (last month Liability paid in current month) 500 to 700 manpower-05 marks, 700 to 1000 manpower -10 marks 1000 & above manpower-15marks	15	Valid Supporting Documents

TQ5	The bidder must have HRMS software for recruitment, payroll, and attendance, compliance management. With capacity of minimum 1000 manpower. 1000 to 2000 manpower strength – 05 marks Above 2000 manpower strength-10 marks	10	
TQ6	Presentation: 1. Organizational Profile & Relevant Experience ➤ Brief introduction of the company ➤ Experience in manpower supply for Government / PSU / large projects ➤ Similar projects executed with details of client, manpower strength, and duration 2. Manpower Deployment & Recruitment Strategy ➤ Process for sourcing, screening, and selecting manpower ➤ Qualification verification and background checks ➤ Plan for quick replacement and maintaining manpower continuity 3. Management, Monitoring & Service Delivery Mechanism ➤ Structure for supervision and reporting ➤ Attendance management, performance monitoring, and grievance handling ➤ Use of HRMS / digital tools for monitoring deployed staff 4. Statutory Compliance & Financial Management ➤ Compliance with labour laws (PF, ESI, Minimum Wages, etc.) ➤ Payroll processing and timely salary disbursement ➤ Handling of statutory deductions, insurance, and contract compliance	30	Presentation along with submission of soft and hard copy of the same.
TOTAL SCORE		100 MARKS	

Note:

1. Only those bidders who will score minimum 60 marks in evaluation criteria as mentioned above in Sl. No TQ1 to TQ4 will be called for the presentation.
2. The Financial Bid shall be opened only for technically qualified bidders securing minimum 80 marks in the Technical Evaluation (from Sl. No TQ1 to TQ5).All the scanned copies of

certificates / documents attached with the tender should be stamped and signed by authorized person of the bidder otherwise the tender is liable to be treated as INVALID.

3. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
4. Bidder shall produce original certificates/ documents during scrutiny stage, if asked by the BSHEC.
5. In case bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

Instructions to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bidders may visit the BSHEC Office only after prior appointment and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the RFP document.

4.1. RFP Document and RFP Fee

1. The RFP document can be downloaded from the Website (<https://bshec.bihar.gov.in/>). The Tender fee of Rs.5900/- shall be paid through DD for Favour of BIHAR STATE HIGHER EDUCATION COUNCIL. The Tender fee shall be non-refundable.

4.2. Earnest Money Deposit

1. The bidders are required to submit an EMD of Rs.**5,00,000/- (Rupees Five Lakhs Only)** through Bank Guarantee from Nationalized Bank. Bidders shall submit the scanned copy of Bank Guarantee as part of the technical bid document.
2. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing Process lead time.
3. The EMD shall be forfeited and appropriated by BSHEC without prejudice to any other right or remedy that may be available to BSHEC here under or otherwise, under the conditions. In such an event, the decision of the BSHEC regarding forfeiture of the bid Security shall be final and binding upon bidders.
 - i. If a bidder submits a non-responsive bid; and/ or if a bidder with draws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - ii. In the case of Successful bidder, if bidder fails within the specified time limit:
 - a. To sign the contract within the time specified by BSHEC; or
 - b. To furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract.
 - iii. During the bid process, before signing the contract, if bidder fails to comply with the terms and conditions of the tender.
 - iv. If during the bid process, any information provided by bidder is found false/ fraudulent/ mala fide, then BSHEC shall reject the bid and, if necessary, initiate action provided.
 - v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

4.3. Submission of Bid

1. Offline as per Prescribed Format given to website of BSHEC .
2. To view- RFP Notice, Detailed Time Schedule, RFP Document for this RFP and subsequently purchase the RFP Document and its supporting documents, kindly visit following website – <https://bshec.bihar.gov.in/>
3. The bidders participating for the first time for RFPs will have to complete the Offline Registration Process.
4. All bidders interested in participating in the offline website process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/ Verification purpose and another for Encryption/ Decryption purpose. The RFP should be prepared & submitted offline using individual's Digital e-Token.
website Tool Kit for bidders (detailed Help documents, designed for bidders) have been provided on website in order to guide them through different stages involved during website such as offline procedure for RFP Document Purchase, bid preparation, id submission.

4.4. Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this RFP. Bids with deviation from this format are liable for rejection of Submission of Bid.
2. Complete bid process is offline in two bid systems.
3. The bid should be a complete document and should be page numbered, indexed and submitted in relevant section. The document should be page numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
4. Bids sent by courier / post only accepted.

4.5. Pre-Bid Queries

1. Bidders are requested to submit their queries on the company letter head and in the following format on or before 08/10/2026, Time:18:00 PM.

Name of Bidder					
Tender Ref. No					
Tender Due Date					
#	RFP Page No.	RFP Clause No.	RFP Clause Title and details	Queries /Clarification Sought by bidder	Justification by the BSHEC
					This box to be kept blank

2. The queries not adhering to the above-mentioned format may not be responded to.

4.6. Amendment of RFP Document

1. At any time before the deadline for submission of bid, purchaser 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 amending, modifying and/or supplementing the same.

2. The amendments shall be published on website <https://bshec.bihar.gov.in/> Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this RFP.
3. In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

4.7. Bid Validity

1. The offer/ proposals submitted by the bidders shall be valid for minimum period of 180 days after the last date of bid submission prescribed by the dept. In exceptional circumstances, prior to the expiration of the bid validity period, the Dept may request bidders to extend the period of validity of their bids. Requests and responses shall be made in writing. In event of such extension, Dept shall request bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
2. A bidder may refuse the request for extension of bid validity without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. If the date up to which the bid is to remain valid happens to be a closed holiday for the Dept, the bid shall automatically remain valid up to the next working day of the BSHEC.

4.8. Modification & Withdrawal of Bids

1. Bid submitted cannot be modified by the bidder after the closing date and time for submission of bid.
2. If the date of submission is extended due to some reason, modification in bids is possible till extended period of bid submission deadline.
3. Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD shall be forfeited.

4.9. Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, BSHEC may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein through website or over email as the case may be and the same may be revert through website or through email as permitted by BSHEC.

4.10. RFP Opening

1. The technical bids will be opened before the committee on the website system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Financial bids of only technically qualified bidders will be opened before the committee. The decision of the committee will be final.
2. Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for opening of financial proposal. Notice will be given to allow interested bidders or their representatives to attend the opening of the financial proposals.

4.11. Technical Bids

1. The Technical bid shall be complete in all respects and contain all information and documents asked for. It must not contain any price information.
2. During the activity of Bid Submission, the Bidder is required to submit all the documents of the technical bid by scanning the documents and submitting it in the PDF format. This activity of submitting the documents as well as preparation of financial bid and other

annexure enclosed with the RFP (if any) should be completed within the bid submission timelines.

3. The list of documents to be submitted as part of technical bid may be found at the website system and at the checklist table in Annexure I: Form 2.

4.12. Financial Bids

Bidders shall submit their financial bid only in Prescribed Format. Price quoted elsewhere shall be liable to rejection.

4.13. Evaluation of Technical Qualifying Criteria

1. Prior to Financial opening, the BSHEC shall determine whether each bid is
 - (a) Complete,
 - (b) Is accompanied by the required information and documents and
 - (c) Is substantially responsive to the requirements set forth in the RFP document. Only those bidders, who fulfil all the qualifications mentioned in the Section III “Pre-qualification criteria” of the RFP, shall be eligible and qualified for further processing of evaluation.
2. The BSHEC may at its discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. The evaluation of the technical bids shall be done by the Technical evaluation constituted by the BSHEC and decision of the committee shall be final and binding on all the bidders.
4. In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the BSHEC’s interpretation of the clauses shall be final and binding on all parties.
5. **Bidders who have secured Technical Score of 80 or above out of 100 shall be declared as technically qualified and would be eligible for evaluation of their ‘Financial bid’. Bidders who have secured less than 80 for technical score shall not be considered for financial bid evaluation.**
6. If the final Score obtained by a bidder is in fraction, then it will be rounded to the next integer.

4.14. Evaluation of Financial Bid (Quality & Cost Based Selection)

The selection method is Quality-cum-Cost Based Selection (QCBS 80:20).

Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF).

The process of selection of a successful bidder for award of contract shall be as follows:

A. Calculation of Technical Score (ST)

T = Technical Marks Obtained by the Individual Bidder

TH = Highest Technical Marks Obtained by a Bidder

ST = Technical Score obtained by the Individual Bidder

Bidder’s calculation of Technical Score (ST)

$ST = 100 \times (T/TH)$ (rounded off to 2 decimal places)

B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder
FL=Lowest Total Financial Bid amount quoted by a Bidder
SF=Financial Score obtained by the Individual

Bidder's calculation of Financial Score (SF)

$SF = 100 \times (FL/F)$ (rounded off to 2 decimal places).

C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each Bidder by assigning 80% weightage to the Technical Score (ST) and 20% weightage to the Financial Score (SF) using the formula given below:

$S = (ST \times 0.8) + (SF \times 0.2)$ (rounded off to 2 decimal places)

The bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

4.15. Notification of Award

- This work shall be awarded based on QCBS Evaluation.
- Prior to the expiration of the period of bid validity, BSHEC will notify the highest scorer (H1) bidder as Successful Bidder that its bid has been accepted.
- The notification of award will constitute the formation of the Contract. Upon Successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder

4.16. Signing of Contract

1. At the same time as the BSHEC notifies the Successful Bidder that its bid has been accepted, BSHEC shall send the Bidder the Performa for Contract, incorporating all agreements between the BSHEC and Bidder.
2. Within 15 working days of receipt of the Contract, the Successful Bidder shall sign and date the Contract and return it to BSHEC.
3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

4.17. Rejection Criteria

1. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:
 - i. General Rejection Criteria
 - a. Bids received through E-Mail except wherever required.
 - b. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
 - c. If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the tendering process.
 - d. Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.
 - e. Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.

- f. Bids without signature of person(s) duly authorized on required pages of the bid.
 - g. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
 - h. Any Bidder shall participate in only one bid in this bid process. In case any a bidder submits multiple bids or if common interests are found in two or more bids, said bid will be rejected
- ii. Technical Rejection Criteria
 - a. Technical Bid containing financial details.
 - b. Revelation of Prices in any form or by any reason before opening the Financial Bid.
 - c. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
 - d. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder
 - e. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
 - f. The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid
- iii. Financial Rejection Criteria
 - a. Incomplete Price Bid.
 - b. Price Bids that do not conform to the RFPs price bid format.
 - c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
 - d. If there is an arithmetic discrepancy in the financial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

GENERAL TERMS & CONDITIONS

1. Terms and Conditions

Terms and conditions for bidders who participate in the RFP are specified in the section called “Terms and Conditions”. These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the Successful Agency on the outcome of the RFP.

1.1.1. Terminate the Contract in Full or Part

1. Retain such an amount from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing here in shall affect the continued obligation of the Successful Agency and Successful Agency’s team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
2. Invoke the Performance Bank Guarantee and other Guarantees furnished here under, enforce the Deed of Indemnity, recover such other costs/ losses and other amounts from the Successful Agency as may have resulted from such default and pursue such other rights and/ or remedies that may be available to the Purchaser under law.

1.1.2. Breach and Rectification

In the event that the Successful Agency is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the Successful Agency. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events, and the termination will become effective:

1. If there is Breach which translates into default in providing Services by the Successful Agency as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve as even days’ notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.
2. Because time is the essence of the contract, in case, for reasons Prima facia attributable to the Successful Agency, there is a delay of more than 4 weeks by the Successful Agency, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Successful Agency to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Successful Agency. Pursuant to the termination, Successful Agency shall transfer all the project related assets to Purchaser.
3. Where a change of control of the Successful Agency has occurred whereby the Successful Agency has merged, amalgamated or been taken over, due to which the majority

shareholding of the Successful Agency has been transferred to another entity, the Purchaser can by a 60 days' written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

1.1.3. Termination

1.1.3.1. Conditions for Termination

1. The Purchaser may terminate this Contract in whole or in part by giving the Successful Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
2. Where the Purchaser is of the opinion that there has been such event of default on the part of the Successful Agency / Successful Agency's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
3. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of the terms of the Successful Agency's bid, the RFP or this Contract.
4. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the RFP or this Contract.
5. Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Agency or the happening of any such events that are adverse to the Financial viability of the Successful Agency. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
6. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Successful Agency, without compensation to the Successful Agency, if the Successful Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
7. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Successful Agency shall be given a period of 30 days to demobilize itself,
8. The Successful Agency may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 month in advance indicating its intention to terminate the Contract.

1.1.4. Dispute Resolution

1. The office of the Purchaser and the Successful Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Successful Agency have been unable to resolve amicably a contract dispute, the matter will be referred to the Purchaser, and his decision will be final and binding on both the Successful Agency and Purchaser.
2. If during the subsistence of this Contract or thereafter, any dispute between the Successful Agency and Purchaser hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party here to has been legitimate, the Successful Agency and Purchaser hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Successful Agency and Purchaser. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Successful Agency or Purchaser hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held at Patna, in Bihar, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.
6. The proceedings of Arbitration shall be in English language.
7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Successful Agency and Purchaser here to or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party should appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/ Presiding Arbitrator upon request of one of the parties.
9. If any of the Arbitrators appointed dies, resigns, incapacitates or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such a person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
10. It is a term of the contract that the party in evoking arbitration shall specify all disputes to be referred to arbitration at the time of in vocation of arbitration and not thereafter.

11. It is also a term of the contract that neither party to the contract shall be entitled for any interest in the amount of the award.
12. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
13. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
14. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

1.2. Performance Bank Guarantee

1. The performance bank guarantee of 500000/- (Rupees Five lakh) of Lump sum from a Nationalised Bank/ Financial / Scheduled Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss/ penalties/ liquidated damages resulting from the bidder's failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the Successful Agency after 6 months post the completion of contract.
2. The Successful Agency shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.
3. The Successful Agency shall submit a bank performance guarantee within 15 working days of receipt of the Notification of Award of Contract.

1.3. Indemnity

The Successful Agency shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

1.4. Publicity

Any publicity by the Successful Agency in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

1.5. Jurisdiction of Courts

Award of this contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Bihar, India.

1.6. Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Bidder, Successful Agency or Purchaser, as the case may be, or result from a breach/ contravention of any of the terms of the Contract, Bid and/ or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either Successful Agency or Purchaser shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such

an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Successful Agency/ Successful Agency's team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

3. In case of a Force Majeure, Successful Agency and Purchaser will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
4. The Successful Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the either Successful Agency or Purchaser and not involving the fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
7. If a Force Majeure situation arises, the Successful Agency shall promptly notify the BSHEC in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the BSHEC in writing, the Successful Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, the BSHEC and the Successful Agency shall hold consultations with each other in an endeavour to find a solution to the problem. Not with standing above, the decision of the BSHEC shall be final and binding on the Successful Agency.

1.7. Non-Fulfilment of Conditions Precedent

1. In the event that any of the Conditions Precedent relating to Successful Agency has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come in to effect on account of non fulfilment of the Successful Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Successful Agency and Purchaser shall forth with invoke the Performance Guarantee and forfeit the guaranteed amount.
3. In the event hat vacant possession of any of the Project facilities and/ or Project Data has been delivered to the Successful Agency prior to the fulfilment in full of the Conditions

Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.

4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Agency linked to the delay in fulfilling the Conditions Precedent

1.8. Amendment to Agreement

Successful Agency and Dept acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the Successful Agency and Purchaser in writing in accordance with the procedure this Agreement is executed and signed.

Annexure – 1.

List of Manpower

An indicative list of manpower has been given hereunder. The Minimum Qualification, Experience and monthly emoluments shall be fixed in due course of time prior to giving the final work order to the selected agencies.

- 1) Programmer
- 2) Data Entry Operator
- 3) Multi-Tasking Staff
- 4) Driver
- 5) Gardener
- 6) Housekeeping Supervisor
- 7) Housekeeping Staff
- 8) Security Guard
- 9) Any Other Manpower as required from time to time

SECTION-VI

Annexure I
Format for Technical Bid
Form1: Covering Letter for Technical Bid
(On Bidders Letterhead)

Date: XX/ XX /2026

To,
Deputy Secretary (Admin),
BSHEC

**Reference: Request for Proposal (RFP) for Selection of Manpower Supply Agency (SA)
for Supply of various manpower in BSHEC**

Sir,

We hereby offer to **Selection of Manpower Supply Agency (SA) for Supply of various manpower in BSHEC** as specified in this RFP at the prices specified in the financial bid or at the negotiated price during the tendering process.

In the event of acceptance of our bid, we do hereby undertake that:

- i. All the services/ deliverable shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives
- ii. We accept that there won't be any escalation/ increase in the final rate quoted by us in the financial bid.
- iii. We agree to abide by our offer for a period of 180 days from the last date of submission of financial bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
- iv. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake provision as per these terms and conditions. The deviations from the requirement specifications of RFP items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the RFP are only those mentioned in our response
- v. We hereby certify that the BIDDER/ Owner signing the RFP is the constituted attorney.
- vi. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- vii. Purchaser or its authorized representatives conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.

- viii. We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- ix. We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
- x. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize BSHEC to reject our application.

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail :

Address :

Form2: Technical Bid Checklist (On Bidders Letterhead)

- 1. All documents as per Pre-Qualification Criteria**
- 2. All documents as per Technical Eligibility Criteria**
- 3. EMD**
- 4. Form 1**
- 5. Form 2**
- 6. Form 3**
- 7. Form 4**
- 8. Form 5**
- 9. Form 6**

Form3: General Profile of the bidder (On Bidders Letterhead)

The bidder must attach photocopies of documents mentioned in the table below (if applicable) self-attested copy along with the Technical Bid otherwise their bid will be rejected.

S. No.	Particulars							Details to be furnished
1	Name of Tendering Company & date of inception (Attach attested copy)							
2	Years since inception (Please tick)	3 to less than 4 years	4 to less than 5 years	5 to less than 6 years	6 to less than 7 years	7 to less than 8 years	more than 8 years	
3	Name of Partner/ Director of Company							
4	Full address of Registered Office with Mobile No. and E-Mail							
5	Full address of operating/ Branch Office with Mobile No. and E-Mail.							
6	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)							
7	PAN/ TAN No. (Attested copy attached)							
8	GSTIN No. with latest GST return (Attach attested copy)							
9	Copy of valid ISO9001-2015/2018, OHSAS45001:2018 certification (Attach attested copy)							
10	EPF Registration No. with latest ECR return (Attach attested copy)							
11	ESI Registration No. with latest ECR return (Attach attested copy)							
12	Documents showing successful completion of at least three Years of similar services for providing human resources (Attach attested copy).							
13	Give details of the major similar contracts related to provision of minimum 500 (Five hundred) manpower services handled by the tendering Company on behalf of PSUs, Banks and Government BSHECs during the last Three years. (Attested copy attached)							
14	Notarized affidavit under signatures of the owner stating that the Company is/ has not been blacklisted by Central/ State Government / PSU.							
15	Notarized affidavit under signatures of the owner stating that							

	The Company agrees to respect and compile all the conditions Prescribed in manual for providing services on outsource.	
16	Notarized affidavit under signatures of the owner stating that the Company agrees to compliance “The B i h a r State Employment to Local Candidates”	
17.	Articles of Association (in case of registered documents firms), Bye laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm), Registration certificate in case of sole proprietary. (Attested copy attached)	
18	Audited balance sheet and P&L account statement of the last Three financial years (Attach attested copy)	
19	Certificate from chartered accountant on their letter head having CA's registration number, duly signed and stamped confirming the net profit of the bidder for the last three Financial years.	
20	Details of Authorized Contact Person	
a.	Name	
b.	Designation	
c.	email ID	
d.	Contact No.	

Form4: Performance details

*(To be printed on the official letterhead of the bidder & signed by the Authorized Signatory,
and submitted in the Technical Bid Envelope)*

To,

Deputy Secretary (Admin),
BSHEC, Patna
Government of Bihar.

Dear Sir,

Please find the details of projects executed by us as follows: -

Project Title: (Attach separate sheet for each Project)			
Order date			
Star Date (month/ year):		End Date (month/ year):	
Name of Client			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Project Value in INR			
Total Human Resources			
Total skilled Manpower			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name-			
Designation-			
Role in the Project:			
Contact Number:-			

Note: Please submit the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form5: Financial Capability

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they meet the requirements >

Date: XX / XX / 2026

To,

The Deputy Secretary (Admin),
Bihar State Higher Education Council, Patna
Government of Bihar

Sir/ Madam,

We have examined the books of accounts and other relevant records of << Bidder >>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover given below:

Financial Parameters ↓↓	FY 2022- 2023	FY 2023-24	FY 2024-25	Average Annual T/O
Average Annual Turnover from Manpower supply Services.				
Net Worth				

(Signature of the Chartered Accountant)	
Name	:
Designation	:
Membership Number	:
Date	
Company Seal	:
Business Address	:
UDIN and Date	

Form6: Declaration/ Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On Rs. 1000/-or above stamp paper >>

(Note: Any bidder using any other format shall be liable for rejection in technical bid)

1. I/ We do hereby certify that all the statements made in our bids in response to the RFP No.-..... dated / / 2026 and in the required attachments are true, correct and complete. I am / we are / well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/ We, on behalf of (Name of the Proprietor), with its registered office at do hereby declare that neither our firm nor any of partners/promoters/authorized representatives/ Director of the firm or any related firm of promoters of the bidder firm is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has never been suspended or blacklisted by any Central / State Govt. Agencies or procurement portals. We also undertake that i/ we never have been blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State/ Central Government/ Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason which has not been specified above. Further I as proprietor or our partner/ Director/ firm is not having any enquiry/ investigations/litigations pending as on submission of the bid.
3. I/We on behalf of (Name of the Proprietor) do hereby affirm and undertake that we have carefully read and understood the whole RFP documents and will unconditionally abide by all the terms and conditions given in the RFP document vide RFP No.- dated:- / / 2026.
4. I/ We hereby also declare that :-
 - (a) I am / We are/ not convicted for any of the offenses under the Prevention of Corruption Act, 1988; Or
 - (b) I am /We are not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;
 - (c) I/ We have not violated the code of integrity in the past;
 - (d) My/ Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in the past;
 - (e) I/ We accept that in case of any irregularity, lapses, non-compliances, BSHEC decision shall be final and binding on me/us.

Thanking you, yours faithfully

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form7: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date

Bank Guarantee No: Amount of Guarantee

Guarantee Period: From.....to..... Guarantee Expiry

Date:

Last date of Lodgement.....

WHEREAS The BSHEC <Name> having its office at <Address> (herein after referred to as “The Purchaser” which expression shall unless repugnant to the context includes their legal representatives, successor and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) (“Contract”) with (insert name of the Successful

Agency).....(herein after referred to as the “Successful Agency” which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services (“Service”) shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the RFP Documents number (insert reference number of the RFP Documents) dated (insert date of issue of RFP Documents) And various other documents forming Part thereof,

AND WHEREAS one of the conditions of the Contract is that the Successful Agency shall furnish to the Purchaser a Bank Guarantee from a Nationalized in India for an amount equal to 3% (Three percent) of the contract amount guaranteed under this bank guarantee shall herein after be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Successful Agency for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Successful Agency has approached (insert the name of the Nationalized) (herein after referred to as the “Bank”) having its registered office at(insert the address).....and at their quest of the Successful Agency and

In consideration of the promises made by the Successful Agency, the Bank has agreed to give such guarantee as here under:

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PGB to the bank for amendment in price.
2. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here)
.....only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to for bear end or sing any powers or rights or by reasons of time being given to the Successful Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Agency and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.
5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is affected.
6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Bihar for the purposes of settling any disputes or differences

which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
10. However, in the opinion of the Purchaser, if the Successful Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Successful Agency within the period prescribed under the Contract, on request of the Successful Agency, the Bank hereby agrees to further extend the bank guarantee, till the Successful Agency fulfils its obligations under the Contract.
11. We have the power to issue this bank guarantee in your favour under Memorandum and article of Association, and the Undersigned has full power to do so under the Power of Attorney dated (date of power of attorney to be inserted)
..... Granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

ANNEXURES II: Formats for Financial Bid
FINANCIAL SHEET

MINIMUM WAGES CALCULATION FOR ALL STAFF (01.04.2026 TO 31.09.2026)

Sl. No.	Category	Wages Per Day (A)	Wages Per Month (B=A*26)	ESIC(C=B*3.25)	EPF (D=B*13%)	Gross Salary (E=B+C+D)	Services Charge (F=E*3.85%)	Total Salary (G=E+F)	GST (H=G*18%)	Total (I=H+G)
1	UNSKILLED	436								
2	SEMI-SKILLED	452								
3	SKILLED	551								
4	HIGHLY SKILLED	672								

Annexure III: Draft Master Service Agreement

This AGREEMENT is made at _____, Bihar, on this day of _____, 2026, BETWEEN

Higher Education BSHEC referred to as “BSHEC” of the FIRST PART;

AND

-----, a company registered under the Companies Act, 1956/ Partnership Act, 1932/ Proprietorship, having its registered office at-----, here in after referred to as “The Bidder”, (which expression shall include its successor, administrators, executors and permitted assignees), of the SECOND PART.

Whereas BSHEC has envisaged Request for Proposal (RFP) for Selection of Service Agency (SA) for supply of manpower for Operating and Managing Shramik Sewa Kendra (SSK) at each block for Migrant & Construction Workers in Bihar (hereinafter referred to as the “said Project”);

And whereas BSHEC has published the RFP to Request for Proposal (RFP) for Selection of Service Agency (SA) for supply of manpower for Operating and Managing Shramik Sewa Kendra (SSK) at each block for Migrant & Construction Workers in Bihar;

And whereas M/s ----- has submitted its proposal to supply of manpower for Operating and Managing Shramik Sewa Kendra (SSK) at each block for Migrant & Construction Workers in Bihar.

And whereas BSHEC and M/s ----- have decided to enter Into this Agreement on the terms and conditions stipulated herein after.

NOW, THEREFORE, THIS AGREEMENT WITNESSET Hand the parties here to hereby mutually agree as follow: -

The Agreement shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (herein after the ‘Contract Documents’), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award/ Work Order
2. RFP/ RFP Document
3. Scope of Work as given in the RFP/ RFP Document.
4. Payment schedule as given in the RFP/ RFP Document.
5. Terms & Conditions of Contract as given in the RFP/ RFP Document.
6. Service Level Agreement (SLA) as given in the RFP/ RFP Document.
7. Technical proposal of bidder.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to “Request for Proposal (RFP) for Selection of Service Agency (SA) for supply of manpower for Operating and Managing Shramik Sewa Kendra (SSK) at each block for Migrant & Construction Workers in Bihar” and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein inconformity in all respects with the provisions of the Contract. The Contract Price or such other sum as may become payable

under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/ addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,

**Deputy Secretary (Admin),
BSHEC,**

And notice to the BIDDER shall be properly addressed to:

A notice shall be effective when delivered or on the notice's effective date, whichever is later.
IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivery By;

**Deputy Secretary (Admin),
BSHEC,**

By -----

For and on behalf of BSHEC Signed, sealed and delivered

By -----

For and on behalf of the "BIDDER", Witnesses:

- (1)
- (2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:
<<Scope of Work, Project & Payment Schedule, Terms& Conditions as specified above in the RFP document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER
- The above Draft Master Service Agreement is only an indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER

Annexure-IV
Affidavit Format

(Attested by Notary Public on Stamp Paper of Rs.100)

I, ... Son/ Daughter/ wife of Aged about years, ... resident of do here by solemnly affirm/ state on oath as under:-

1. I have registered myself under (Name of Selected Agency) For providing service on outsource basis.
2. I have been recommended for the designation of Manpower.....for providing service on outsource basis by the (Name of concerned BSHEC / Office).....
3. I have read all the provisions about terms and conditions of service based on outsource adopted in manual of Resolution No.....dated.....of Bihar Government and There by undertake to abide by them.
4. I declare that no legal case, criminal or civil, is pending against me before any judicial authorities or agency in the government.
5. I understand that my EPF, ESIC, Bonus etc. claim will be taken care by the concerned selected agency if applicable to me. Accordingly, I will claim to concern selected agency and not to BSHEC or office of Govt. of Bihar.
6. I declare that I will not claim to BSHEC or office for any service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits in future.

If information given in this affidavit or oath is found to be false, I will be fully liable to be removed from the BSHEC and concerned Office shall be free to take any legal / penal action against me under the provisions of IPC.

Place.....

Signature of Deponent (Full Name of Deponent)

VERIFICATION

I, the above- named deponent do hereby verify and declare that the content of the Affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therein.

Verified at.....this.....day of.....20...

Notary Seal

Deponent

*****End of Document*****