

**BUILDING CONSTRUCTION DEPARTMENT
GOVERNMENT OF BIHAR
REQUEST FOR PROPOSAL (RFP)**

Request for proposals are invited for hiring of Desktop Computer with licensed MS Office & Auto Cad, 3DS MAX, SKETCH-UP software, Plotter & Manpower under two bid system i.e. technical bid and financial bid. Details descriptions of the item and instructions for submitting the offer can be procured from the office of Chief Architect, Second Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna 800015' during working hours or can be downloaded from <https://state.bihar.gov.in/bcd>.

Interested bidders may submit their sealed offers to 'O/o Chief Architect, Second Floor, Vishweshwaraiya Bhawan, Bailey Road, Patna - 800015' up to **16:00** hrs. on **20.02.2024** and the technical bid will be opened before the representatives of the bidders at 16:30 hrs on the same date.

A pre-bid meeting has been organized to clarify terms and conditions, if any, in the office of the undersigned at **16:00** hrs on **05.02.2024**.

The undersigned reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected bidders of the grounds.

(Chief Architect)

Building Construction Department

(Govt. of Bihar)



Request for Proposal (RFP)

For

**Providing Rental desktop computers, software and manpower to
office of the Chief Architect, Building Construction Department in
Bihar.**

January– 2024

**Building Construction Department, Govt. of Bihar
Office of the Chief Architect
Second Floor, Visvesvaraya Bhawan, Patna – 800 015
Email: chiefarchitect.bcd@gmail.com**

NAME OF THE CLIENT: Building Construction Department, Patna

TENDER TITLE : Request for Proposal (RFP) for Selection of Agency for **Providing Rental desktop computers, software and manpower** to office of the chief Architect, BCD Patna.

NIT No. : Mu.va.bh-287-05/2017 (Part-I)-132038

CONTRACT PERIOD: 36 Months

BID SCHEDULE:

The RFP document is available on Notice board of website <https://state.bihar.gov.in/bcd>

Interested Bidders may view, download the tender document up to the date and time mentioned in the table below:

S. NO.	PARTICULARS	DETAILS
1.	Time & Date of submission of proposal hardcopy	04:00 PM on 20.02.2024
2	Time & Date of opening of Technical Proposal	04:30 PM on 20.02.2024
3.	Time & Date of opening of Financial Proposal	To be announced later after evaluation of technical proposal
4.	Pre-bid meeting Date & Time online	04:00 PM on 05.02.2024

SECTION 1: LETTER OF INVITATION

From:

Anil Kumar,

Chief Architect

Building Construction Department, Govt. of Bihar,

Second Floor, Visvesvaraya, Bailey Road,

Patna-800015

To:

[All Prospective bidders]

.....

Dear Mr./Ms:

1. BUILDING CONSTRUCTION DEPARTMENT, GOVERNMENT OF BIHAR (herein after called “Employer or Client”) invites proposal for appointment of Agency for **Providing Rental desktop computers, software and manpower** to office of the chief Architect, BCD Patna, Bihar. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at *Instructions to bidder*.
2. The RFP document is available on Notice board of website <https://state.bihar.gov.in/bcd>. Bidders may view, download the tender document.
3. A firm will be selected under “Least Cost Based Selection (LCBS)”.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
5. A pre-bid meeting is scheduled to be held on as per published notice in the office of the undersigned for this assignment as indicated in Notice Inviting Proposal, where all issues/clarifications could be discussed and finalized.
6. The deadline of receipt of proposals shall be as indicated in Notice Inviting Proposal unless otherwise extended by the client.
7. The department reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected consultancy on any grounds.

Chief Architect
Building Construction Department,
Govt. of Bihar

SECTION 2: INSTRUCTIONS TO BIDDER

Part I

1. Definitions:

- (a) “**Assignment/ Projects**” means the work to be performed by the Agency pursuant to the Contract.
- (b) “**BCD**” means Building Construction Department.
- (c) “**Consultant**” means any entity or person or associations of person that may provide or provide the Services to the Client under the Contract.
- (d) “**Contract**” means the Contract signed by the Parties and all the attached documents and the Appendices.
- (e) “**Data Sheet**” means such part of the Instructions to Consultants used to clarify the relevant clause of Instructions to Consultant or to replace certain clause of the Instructions to Consultant specific to the assignment.
- (f) “**Day**” means calendar day.
- (g) “**Client or Clients**” means the Building Construction Department, Patna, Govt. of Bihar who has invited the bids for Consultancy and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (h) “**Government**” means the Government of Bihar.
- (i) “**Instructions to Bidder**” (Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (j) “**LOI**” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the consultants.
- (k) “**Partner**” means any of the entities that make up the Joint Venture; and Partners means all those entities.
- (l) “**Personnel**” means professionals by the Consultant and assigned to perform the Services or any part thereof.
- (m) “**Project specific information**” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (n) “**Proposal**” means the Technical Proposal and the Financial Proposal.
- (o) “**RFP**” means the Request for Proposal prepared by the Client for the selection of Consultants.
- (p) “**Services**” means the work to be performed pursuant to the Contract.
- (q) “**Standard Electronic Means**” includes facsimile and email transmissions.
- (r) “**Terms of Reference**” (TOR) means the document included in the RFP as **Section 5**, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Client named in the **Part II Data Sheet** will select an Agency (the Bidder) from those to whom the LOI has been addressed, in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the assignment has been mentioned in Part II Data Sheet. Detailed scope of the assignment has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II of Data Sheet.
- 2.4 The Bidder are invited to submit their Proposal, for consulting Assignment named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 2.5 The Client will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment, and make available relevant project data and reports.
- 2.6 Consultants shall bear all costs associated with visits, the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

3. Joint Venture or Association of Consultants and Sub-Consultants are not allowed under this assignment.

4. Clarification and Amendment of RFP Documents

- 4.1 Bidders may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Part II Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para 4.2 below.
- 4.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Client requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of the affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances of conflicting activities, Assignment or Relationships.
 - (i)
- 5.3 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Client comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.
- 5.4 No agency or current employees of the Client shall work as Bidders under their own ministries, departments or agencies.

6. Unfair Advantage

- 6.1 If a Bidder could derive a competitive advantage from having provided consulting assignment related to the assignment in question and which is not defined as conflict of interest as per Para 5 above, the Client shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Bidders.

7. One Proposal

- 7.1 Bidders may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

8. Proposal Validity

- 8.1 The Part II Data Sheet to bidder indicates how long Bidders Proposals must remain valid after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Client will make its best effort to complete negotiations within this period. Should the need arise. However, the Client may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm their financial proposal remain unchanged. Bidders who do not agree have the right to refuse to extend the validity of their proposal. Under such circumstance the Client shall not consider such proposal for further evaluation and the bid security of the bidder.

9. Preparation of Proposals

- 9.1 The Proposal, as well as all related correspondence exchanged by the Bidders and the Client, shall be written in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 9.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:
- (a) Association or sub-consultancy to enhance its expertise for the assignment/job with other Bidder is not permitted.
 - (b) The estimated number of Professional staff / months for the assignment / job is as shown in Part II.
- 9.4 Depending on the nature of the assignment/job, Bidders are required to submit a Technical Proposal (TP) in forms provided in Section-III. The Part II Data sheet in Section II indicates the formats of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non responsive. The Technical Proposal shall provide the information indicated in the following paras' from (a) to (g) using the attached Standard Forms (Section 3). Form Tech –I in Section-III is a sample letter of technical proposal which is to be submitted along with the technical proposal.
- (a) A brief description of the bidder's organization will be provided in Form Tech-2. In the same Form, the bidder will provide details of experience of assignments which are similar to the proposed assignment as per the terms of reference, assignment, contract amount, and Bidder's involvement etc. Information should be provided only for those assignments for which the Bidder was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract & completion certificate for all the assignments mentioned in the proposal.
 - (b) Information regarding any conflicting activities and declaration thereof to be provided in Form TECH-3 of section-3.
- 9.5 **The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.**

9.6 Financial Proposals:

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including reimbursable expenses indicated in the Part II Data sheet. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

10.1 The Bidder shall fully familiarize themselves about the applicable to Domestic taxes (such as: GST or income tax, or any other tax notified by the central/ state government) on amounts payable by the Client under the Contract. All such taxes must be included by the consultant in the financial proposal unless otherwise specified in Part II Data sheet.

11. Currency

11.1 Bidders shall express the price of their Assignment in India Rupees (INR).

12. Bid Security

12.1 Bid Security

I. Bidders shall submit, EMD of **Rs.8,50,000** (INR Eight Lakh and Fifty thousand only) in the form of Bank Guarantee in favor of “**Building Construction Department, Bihar, Patna A/c no-36693719950**” payable at **Patna** issued by any Nationalized or Scheduled Commercial bank of India or using online payment system available on e-tender website.

II. Proposals not accompanied by Bid Security shall be rejected as non-responsive.

III. No interest shall be payable by the Client for the sum deposited as Bid Security.

IV. The Bid Security of the bidders would be returned back within one month of signing of the contract.

12.2 The Bid Security shall be forfeited by the Client in the following events:

I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.

II. If the Proposal is varied or modified in a manner not acceptable to the Client after opening of Proposal during the validity period or any extension thereof.

III. If the bidder tries to influence the evaluation process.

IV. If the first ranked bidder withdraws his proposal during contract negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).

13. Bid Document Fees

All Bidders are required to pay **Rs. 5000** (INR Five Thousands Only) towards Bid Document Fees through online Internet Payment Gateway (IPG) or Demand Draft. The Bid Document Fee is Non-Refundable. Please note that the Proposal, which does not include the RFP Document Fees, would be rejected as non-responsive.

14. Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of **TECH-1 to 3** of Section 3, and **FIN-1 & 2** of Section 4.

14.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals.

14.3 The tender prepared by the Bidder shall comprise the following components : Tender will comprise of :

a) Technical Proposal submission form - FORM TECH-1, TECH-2 and TECH-3

- b) Financial proposal submission form - FORM FIN-1, FIN-2
- c) Bid Security and Bid Document Fee in the form of DD/ Bank Guarantee.
The Bidder shall furnish, as part of Technical proposal, documents establishing the qualification to perform the Contract. The documentary evidence in support of the information furnished should be submitted by the Bidder in hard copy format. The Bidder's eligibility criteria and selection procedure are defined in Section IV of Tender document.
- 14.4 The Bidder shall submit the technical and financial bid as two bid system in separate envelope subscribing **“Technical Bid Request for Proposal (RFP) for Providing “Rental, Desktop Computer, S/w and Manpower” to Office Of The Chief Architect, BCD Patna”** and **“Financial Bid Request for Proposal (RFP) for Providing “Rental, Desktop Computer, S/w and Manpower” to Office Of The Chief Architect, BCD Patna”** enclosed in a third envelope superscripting **“Tender Document for Request for Proposal (RFP) for Providing “Rental, Desktop Computer, S/w and Manpower” to Office Of The Chief Architect, BCD Patna”**.
- 14.5 The bid document should be submitted either manually or through register post within the prescribed date & time at the address mentioned in NIT.
- 14.6 Any tender sent through any other means shall be deemed rejected.
- 14.7 The Tender document not received within the stipulated time as indicated in the NIT shall be rejected.
- 14.8 BCD may, at its direction, extend the Submission Deadline by amending the Bidding Documents in which case all rights and obligations of Owners and Bidders will thereafter be subject to the Submission Deadline as extended.
- 14.9 **Selected agency must ensure monthly payment to the professionals working under the assignment.**

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Bidders to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.
- 15.2 The client may constitute a **Committee** which will carry out the entire evaluation process.
- 15.3 **Evaluation of Technical Proposals:**
Committee while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined in the Data sheet.
- 15.5 After the technical evaluation is completed, the Client shall notify Bidders whose Proposals did not meet the minimum eligibility criteria or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will not be opened. The Client shall simultaneously notify, in writing Bidders

who are technically qualified, indicating the date, time, and location for opening of Financial Proposals. (Bidder's attendance at the opening of Financial Proposal is optional).

15.6 Public opening & evaluation of the Financial Proposals:

Financial proposals of only those firms who are technically qualified shall be opened on the date & time specified in the Data sheet, in the presence of the Bidders or their representatives who choose to attend. The name of the Bidders, and their technical score (if required) and their financial proposal shall be read aloud. **A bidder will be selected under Least Cost Selection Method as per the Form Fin-02 and Fin-01 combined as described in the RFP.**

15.7 The committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. **If permitted under RFP to quote in any currency other than Indian Rupees, prices shall be converted to Indian Rupees using the selling rates of exchange, source and reference date indicated in the Data sheet.**

15.8 After opening of financial proposals, appropriate selection method shall be applied to determine the bidder who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The Client shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment/ job]. This selected consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization & staffing and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the Assignment/job. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

16.3 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Bidder will initial the agreed Contract. If negotiations fail, the client will reject all the proposals received and invite fresh proposals.

17. Award of Contract

- 17.1 After completing negotiations, the Client shall issue a Letter of Intent to the selected Bidder and promptly notify all other Bidders who have submitted proposals about the decision taken.
- 17.2 The Bidders will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee (as mentioned in Part-II of data sheet) within 15 days of issuance of the letter of intent.
- 17.3 The Bidder is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

18. Confidentiality

- 18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Client's antifraud and corruption policy.

INSTRUCTIONS TO BIDDER
Part-II
DATA SHEET

Referred clause of ITB are clarified / modified / replaced as given below:

Ref. clause of ITB	Particulars	Clarification / Modification / Replacement				
2.1	Name of the Client:	Building Construction Department, Government of Bihar.				
2.1	Method of Selection:	Least Cost Selection Method				
2.2	Name of the Assignment :	Selection of Agency for Providing Professionals to Office Of The Chief Architect, BCD Patna.				
2.3 & 14.4	Last Date & Time & Address for submission of Proposal:	As Per Publish Notice Website: https://state.bihar.gov.in/bcd				
2.5	Representatives of Client:	Chief Architect, Building Construction Department, Govt. of Bihar				
2.6	A pre-bid meeting will be held:	As Per Publish Notice				
2.7	Inputs & facilities to be provided by the client:	Seating space with furniture will be provided by the Client.				
3.0	Joint Venture	JV partner / Consortium / other association will not be allowed in any circumstances.				
4.0	Clarifications may be requested:	Not later than 2 days after the pre-bid date at following Address: Building Construction Department, Govt. of Bihar Office of the Chief Architect Second Floor, Visvesvaraya Bhawan, Patna – 800 015 Email: chiefarchitect.bcd@gmail.com				
8.1	Proposals must remain valid until:	180 days after the submission date				
9.1	Language for Correspondence exchanged by consultant & the client	English / Hindi				
9.3(a)	Association of Sub Bidder	Not Allowed				
9.3 (b) & (c)	The estimated number of Manpower / months to be mobilized	Sl. No.	Name Of Post	Nos.	Total months	
		1	Architect	03	36	
		2	Drafts Man (2 for electrical drafting)	08	36	
		3	Multi-Tasking Staff	02	36	
		TOTAL			13	
		The type of Post and No. of Post mentioned in above table may increase or decrease as per the requirement.				
9.4	The formats of the Technical Proposal to be submitted :	Form Tech 1: Letter of Proposal submission Form Tech 2: Bidder’s organization & experience Form Tech 3: Information regarding any conflicting activities and declaration thereof. Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.				

9.4 (g)	If training is a specific component of this Assignment :	No
9.6	Formats of the Financial Proposal to be submitted	In addition to technical proposal, Bidders are required to submit financial proposal: Form Fin-1 : Financial proposal submission form Form Fin-2 : Summary of costs
10.1	GST	The bidder should not include GST in the cost of Service Charge. GST should be mentioned separately. The Client will pay to the bidder GST or any other tax replaced with it at the rate prevailing at the time of submission of invoice.
11.1	Bidder to state the cost:	Indian Rupees

15.4	Eligibility Criteria for Responsiveness & Evaluation Criteria:	For eligibility, the Consultant shall fulfill minimum eligibility criteria as follows: 1. The Applicant should be an IT Company or legal entity registered under Companies Act, Societies Act or any other law. 2. Should be registered with GST. 3. The Bidder should have average annual turnover of rupees 05 (five) Crore or above in the last three financial years, 2020-21, 2021-22 and 2022-23. 4. The Bidder should have minimum 03 years of experience in holding & managing Project Management Consultancy Services/ Technical Assistance Consultancy Services/ Supply of Manpower/ Project Management Unit/Execution of IT Project in Central/ State government departments/ PSUs in India. 5. Bidder should have experience of 01 (one) or more successfully completed similar assignments of providing manpower or Execution of IT Project to Central/ State government departments/ PSUs. 6. Bidder should have not been blacklisted or debarred from any government organization/ Department/ PSU. 7. Financial Bid evaluation will be done solely on the basis of Quoted rate including service charges + Monthly rental charges of IT Hardware & Software. 8. Following are the proof to be submitted with the proposal: • Proof 1- Legal firm/ registration certificate. • Proof-2- Financial capacity/ turnover of three financial years in audited financial statement. • Proof 3- PAN and GST Certificate. • Proof 4 - Copies of Work order or Agreement and Certificate from client in support of No. of years of Experience and No. of Similar Projects completed by the bidder. • Proof 5 – Notarized affidavit regarding consultant has not been blacklisted/Affidavit debarred by any Government Department/ Organization. • Proof 6 – Power of Attorney (if applicable) on non-judicial stamp paper of Rs.100. CV of Manpower as per Annexure-I need not be submitted with technical proposal. The selection of Manpower as per Annexure-I of the RFP document will be done first time through advertisement by Agency in consultation with BCD and Selected professionals/Manpower will be engaged by the selected agency and will be placed under BCD. Subsequent replacements of professionals, if required due to termination/ resignation would be done as per guidelines/ instructions issued by BCD from time to time in this regard. Replacements of manpower should be of equivalent qualification and the selected agency shall not change/ replace any Manpower without approval of BCD.
15.5	Tentative Date of opening of Financial Proposal:	To be informed to the bidders after technical evaluation.
15.7	Method of Selection:	Method of Selection will be Least Cost Selection Method

17.2	Performance Security	The bidder will furnish within 10 days of the issue of Letter of Intent (LOI), an Account Payee Demand Draft/ Fixed Deposit Receipt/ Unconditional Bank Guarantee (in prescribed format)/ in favor of “ Building Construction Department, Bihar, Patna A/c no-36693719950 ” payable at Patna, from any nationalized or scheduled commercial Bank in India for an amount equivalent to 5% (Five percent) of the agreed fees towards Performance Security valid for a period of six (6) months beyond the stipulated date of completion of contract. The Bank Guarantee will be released after six month and rectification of errors, if any after the end of contract period. The performance Security may be forfeited by the client if the contract is terminated by the client for not providing the satisfactory services by the consultant.
17.3	Tentative Date of Commencement of Assignment:	As per the date given in NIT
Add: New clause 19.1	Duration of Assignment:	Initially the assignment shall be for a period of 36 months (3 years) from the date of execution of agreement which may be extended annually for next one year subject to, 1) Satisfactory performance of the agency. 2) Requirement of the department. However, no claim for extension will be entertained and decision of the department will be final.

Section 3

Technical Proposal - Standard Forms

LETTER OF PROPOSAL SUBMISSION

[Patna, Date]

To,
Chief Architect,
Building Construction Department, Govt. of Bihar,
Second Floor, Visvesvaraya Bhawan, Bailey Road,
Patna-800015
Email: chiefarchitect.bcd@gmail.com

Dear Sir/Madam:

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal and requisite Bid Security and bid document Fees.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

If negotiations are held during the period of validity of the proposal, i.e., before the date indicated in Paragraph 4 of the Part II Data Sheet, we undertake to negotiate on the basis of the proposal. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*: _____
Name and Title of Signatory: _____
Name of the Consultant: _____
Address: _____

Bidder's Organization & Experience
Form Tech-2A: Format for Details of Consultant

Details of Bidder Firm

a.	Name of Bidder with full address	:	
b.	Tel. No.	:	
c.	Fax No.	:	
d.	Email	:	
e.	Year of Incorporation.	:	
f.	Name and address of the person holding the Power of Attorney.	:	
g.	(i) Place of Business.	:	
	(ii) Date of Registration.	:	
h.	Name of Bankers with full address.	:	
i.	Service Tax Registration /GST Number (attach copy).	:	
j.	Permanent Account Number (copy).		
k.	Are you presently debarred / Black listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	:	
l.	Name and details (Tel / Mobile / E mail) of contact persons	:	
m.	Total No. of experience in holding & managing Project Management Consultancy Services/ Technical Assistance Consultancy Services and/ or, Project Management Unit or Execution of IT Project in Central/ State government departments.	:	
n.	Total No. of Successfully completed similar assignments.	:	

Form Tech-2B: Format for Financial Capability of the Bidder

(Rs. In crores)

Bidder's Name					
FY	2020-21	2021-22	2022-23	Total	Average
Annual Turnover					
Certificate from the Statutory Auditor					
This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years.					
Name of the audit firm:					
Seal of the audit firm					
Date:					
(Signature, name and designation of the authorized signatory)					

- The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.
- Bidder should fill in details of Annual turnover for any three financial years in the row titled Annual turnover.

Form 2 C: Experience in Similar Projects such as Project Management/ Project Management Unit/ Execution of IT Project/ DSC Technical Cell etc.

Assignment name:	
Country:	
Name of Client:	
Address:	
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff/company within the assignment:	
Average annual fee received for the assignment / Cost of the Project (Order Value) (in INR):	
Duration of assignment (months):	
Total no. of staff-months of the assignment Or Total Project Period	
Approx. value of the services provided by your firm under the contract (in current INR):	

Note: Use Separate sheet for each assignment

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2.

If yes, please furnish details of any such activities

If no, please certify,

We hereby declare that our firm is not indulged in any such activities which can be termed as the conflicting activities under para 5 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Client which shall be binding on us.

Thanking you,

Yours faithfully,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm:
Address:.

Section 4
Financial Proposal - Standard Forms

FINANCIAL PROPOSAL

[Location, Date]

To,

The Chief Architect,

Building Construction Department, Govt. of Bihar,
Second Floor, Visvesvaraya Bhawan, Bailey Road,
Patna-800015

Dear Sir,

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our Financial Proposal is attached here with. Financial bid price is exclusive of GST. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Part-II of Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of the Consultant:

Address:

FORM –FIN-01

Name of Item with specification and rate quotation

Sl. No .	Name of Item	Specification	quantity	Quoted rate Per Month	
01	Desktop Computer	- Intel Core i7-13700 (16 Core, 30M cache, base 1.50 GHz, up to 5.20 GHz) or better - Intel W680 or better chipset - ENERGY STAR Qualified - Minimum 850W up to 90% efficient or more 64 GB DDR5 UDIMM non-ECC Memory upgradable up to 128 GB, minimum 2 Free DIMM slots. 1 TB or more SSD (Type M.2 PCIe NVMe SSD Drive) 8 GB Graphic Card (NVIDIA or AMD) 10/100/1000 NIC - Wired mouse & keyboard (Same Workstation OEM Make) - Windows 11 Pro Preloaded from the OEM Factory 26” or better Single Monitor with HDMI, DP and VGA port, IPS Panel (Same Workstation OEM Make) - Certification : FCC,UL,CE, ROHs, EPEAT India (for the quoted workstation model name) - Case specific OEM authorization & Technical compliance mandatory.	11		
02	Microsoft Office	Latest Microsoft Office Software	11		
03	Auto Cad Software	Latest Auto Desk Software	11		
04	Sketch Up	Latest Sketch Up Software	3		
05	3D Max	Latest 3D Max Software	3		
06	Plotter	Print speed for black line drawing	16 Sec per A1	1	
		Standard memory	4 GB		
		Print Technology	Micro Piezo with variable sized droplet technology		
		Print Resolution	2,400 x 1,200 dpi		
		No. of print cartridges	6 (Cyan, Magenta, Yellow, Red, Matte Black, Photo Black)		
		Ink Types	Pigment		
		Maximum Roll Diameter/Weight	2/3” core; 12.5 kg		
		Minimum line width	0.08mm		
		Line accuracy	+/- 0.1%		
		Connectivity	USB 3.0, Ethernet (100BASE-TX/1000BASE-T), Wi-Fi (IEEE802.11b/g/n),Apple AirPrint, USB Direct		
		Control Panel	4.3 Inch Touch panel		
		Standard Printer Language	ESC/R raster, HP-GL/2, HP RTL, Adobe PostScript 3, Adobe PDF 1.7		

		<table><tr><td>Output handling</td><td>Roll (Double Roll), Cut Sheet, Poster Board</td></tr><tr><td>Media Type supported</td><td>Bond and coated paper, matte, tracing, photographic paper (gloss, semi-gloss, matte, high-gloss, luster), canvas, Synthetic paper, polyester banner, glossy film, Backlight flim, fine art printing material etc.,</td></tr><tr><td>media size standard</td><td>A4 to A0 size sheets, up to 110cm rolls</td></tr><tr><td>media thickness</td><td>1.5mm</td></tr><tr><td>Compatible operating system</td><td>Windows 10 (32/64 bit), Windows 11, Windows server 2008 (32/64 bit), Server 2016 (32/64 bit), Mac OS X v10.4.x, v10.5, Linux or better</td></tr><tr><td>Dimensions</td><td>Volume should be less than 54 ft³</td></tr><tr><td>Accessories</td><td>Printer, 44-inch printer stand and bin, introductory ink cartridges, documentation and drivers CD/DVD.</td></tr><tr><td colspan="2">Case specific OEM authorization & Technical compliance mandatory.</td></tr></table>	Output handling	Roll (Double Roll), Cut Sheet, Poster Board	Media Type supported	Bond and coated paper, matte, tracing, photographic paper (gloss, semi-gloss, matte, high-gloss, luster), canvas, Synthetic paper, polyester banner, glossy film, Backlight flim, fine art printing material etc.,	media size standard	A4 to A0 size sheets, up to 110cm rolls	media thickness	1.5mm	Compatible operating system	Windows 10 (32/64 bit), Windows 11, Windows server 2008 (32/64 bit), Server 2016 (32/64 bit), Mac OS X v10.4.x, v10.5, Linux or better	Dimensions	Volume should be less than 54 ft ³	Accessories	Printer, 44-inch printer stand and bin, introductory ink cartridges, documentation and drivers CD/DVD.	Case specific OEM authorization & Technical compliance mandatory.			
Output handling	Roll (Double Roll), Cut Sheet, Poster Board																			
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Dimensions	Volume should be less than 54 ft ³																			
Accessories	Printer, 44-inch printer stand and bin, introductory ink cartridges, documentation and drivers CD/DVD.																			
Case specific OEM authorization & Technical compliance mandatory.																				
07	A-3 Color Lesser Multi Functional Machine	• 26ppm : A4 size : Color / B&W 1sided • 15ppm : Color / B&W : A3Size • Print , Copy , Scan & Send • 7" TFT LCD WVGA Color touch panel • RAM (Memory) : 2.0 GB • Storage : 256GB • 100 Sheets : multipurpose tray • 2*550 sheets paper capacity • 600*600 dpi : Print (Copy) resolution • Zoom ratio : 25% - 4 • Zoom ratio : 25% - 400% in 1% step • Direct Print to PDF , EPS , TIFF/ JPEG and XPS • Multiple copies : up to 999copies • Color Scan : yes • USB interface : yes • Ready network interface : Yes • A3 / A4 / 11*17 / A4R / A5/ A5R / A6R / B4 / B5 / B5R / Envelope Size printout • Printout : 52GSM- 300GSM 52GSM - 220GSM printout through upper and lower cassette (220gsm - 300GSM Bypass tray printout) • Mobile print : Yes	1																	

Note: - Rate quotation shall be for specification mentioned or, higher one with genuine (licensed) latest version S/w

Signature of the Bidder with Stamp.

FORM –FIN-02

S.no	Name of post	No of posts	Total month	Monthly remuneration (INR)	Total annual remuneration	Quoted rate(monthly in INR) *
1.	Architect	03	36	55,000/-	19,80,000.-	
2.	Draftsman	08	36	27,000/-	25,92,000/-	
3.	Multi-tasking staff	02	36	18,000/-	4,32,000/-	
Total		13			50,04,000/-	

*** Rate quotation for man power shall be as per monthly remuneration fixed together with quoted service charge which must not be less than 3.85% & not be more than 7.0% of the monthly remuneration as per letter no-2988, dated-23-03-2023 of finance department.**

Note:-

1. The remuneration to the staff will be paid as per actual given in the **Annexure-I**.
2. Selected Agency will be required to furnish valid proof of remuneration paid to the experts at the time of submitting invoices.
3. In case it is found that the remuneration paid to the professionals are less than the amount mentioned in the RFP, the contract may be terminated.
4. **GST shall be paid by client as per prevailing rate at the time of submission of invoice. Bidder should not include GST in the service charge.**

Signature of the Bidder with Stamp.

Annexure-I**BREAKDOWN OF REMUNERATION****A. (Professional Staff for 13 at the office of the Chief Architect)**

Sl. No.	Name Of Post	No. of Vacancy	Educational Qualification	Experience
1	Architect[#]	03	Bachelor of Architecture/ Registration with council of Architecture	Minimum 3 Years of Experience in field of Architecture after Registration
2	Drafts Man* (Architecture /Electrical)	(06+02)=08	3 Years of Diploma course in Architectural engineering / civil engineering or draftsman trade or ITI or equivalent	Minimum 3 Years of working Experience in AUTO CAD /Sketch Up/ 3D max Software.
3	Multi-Tasking Staff	02	10 th Pass	Good communication skills
TOTAL		13		

Note:-

1. The type of Post and No. of Post mentioned in above table may increase or decrease as per the requirement of BCD.
2. BCD may ask the Agency to provide professionals in different phases as per requirement.
3. Number of professionals/posts may vary for Authorities during assignment as per requirement of Department.
4. Payment to the Agency will be done as per actual (Professionals) during the assignment.
5. Preference shall be given to the candidates who have worked in similar Government Department/Organization.

Section 5

Terms of Reference

TERMS OF REFERENCE (TOR)

For the purpose of smooth functioning of office of the Chief Architect and to provide all necessary technical assistance to the officials, BCD wants to establish a Project Monitoring unit at office of the Chief Architect level with skilled & experienced professionals. The short description of responsibilities of the professionals is as below,

- Provide guidance and support to prepare Site Plan Architectural Drawings, 3D views, walkthrough, presentation, reports and documents..
- Preparing, reviewing and Modification in Site Plan Architectural Drawings, 3D views, walkthrough, presentation, reports and documents as per requirements.
- To prepare periodic reports and any other Statement/ report/ PPTs that may be required Department.
- All type of technical and handholding support to the office including letter drafting, meeting proceedings etc.

Role of Agency in Engaging Professionals:

1. The Manpower shall not be replaced, without the prior consent of the concerned competent authorities at the BCD. In case of computer / S/w etc following conditions must prevail.
 - 1.1 Authorization certificate (Case specific) of OEM of quoted brand (wherever it is specifically mentioned) shall be furnished along with the tender, failing which the bid will summarily be rejected.
 - 1.2 Bidder will repair / replace the computer & peripherals during the entire period of hiring solely at his own cost & expenses except for physical damages. Failure to rectify the reported unsatisfactory performs within 3 working days may lead to penalty deduction @2% per day from monthly rentals up to maximum of 10%. Three such default in calendar year may lead to termination of contract.
 - 1.3 Bidder shall have a service office at Patna.
 - 1.4 This tender invitation is on turnkey basis of requirement, hence bidder must quote & qualified for all required items & no partial compliance of any term, specifications etc are permitted.
 - 1.5 Freight, insurance, installation, warranty, delivery, commissioning charges shall be included in rate quoted.
2. If any recruited employee is not found fit for the work, BCD shall communicate this to the agency and it will be the responsibility of the agency to replace the employee within 7 days.
3. In case the employees provided by agency is absent or on leave, the Agency will provide a replacement without any delay.
6. A compulsory FULL ONE (1) day Orientation Training of new recruits, within the date specified by BCD, whether at time of on boarding or replacement, shall be the responsibility of the Bidder.
7. The deputed professionals will discharge duties as directed by Client.
8. The recruited Professionals of the Agency shall not be the staff/ or employee of BCD in any way, nor can claim any advantage of it in any way or for any purposes whatever it may be. There shall be no employer-employee relationship between the BCD and the personnel to be deployed by the agency/bidder in the contract service.
9. The Professionals needs to be working by the selected agency within specified time mentioned in the contract agreement with BCD.
10. The BCD will provide rent-free space, furniture (includes table, chair) free electricity and paper & other establishments required. Any other expenditure will be borne by the service provider for proper functioning of the Professionals.
11. Agency would be responsible for the security of the data in BCD.

12. TDS admissible under the laws in force or enforceable by the Central or State Governments shall be deducted at prescribed norms on the payable amount by BCD.
13. BCD will also pay the agency/bidder GST as per the prevailing rates notified by the concerned departments along with the agreed consultancy charge as per the financial bid quoted by the selected bidder/agency.
14. The selected agency will have to observe ethical behavior and standards with the outsourced employees. BCD will have a right to hold an enquiry, and act to take appropriate action with respect to this aspect.
15. At the end of the contract period, the Professionals, appointed by the agency, will be required to share all the data and materials, reports available with them to the concerned officials of BCD.
16. The Employees and the agency shall not share any data or material or information or report to any person or agency other than authorized by BCD. The agency shall have the responsibility to maintain the security of data, material and information related with BCD. In case of breach of security of data, BCD shall hold the agency responsible for its damages.
17. Insurance
 - 20.1 BCD shall not be responsible for damages of any kind or for any mishap/ injury/ accident caused to any personal/ property of the bidder while performing duty in the BCD premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by the bidder/ agency.
 - 20.2 BCD shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.
18. Project Duration

The tenure of the hiring of services will be initially for Three year, which may be extended further for a period of One years on the same rates, terms and conditions based on the requirements, availability of resources and funds or any source and satisfactory performance of work done by the agency and any other conditions mutually agreed by the agency and BCD. Any extension shall not be the right of the agency.
19. Payments
 - 22.1 The payment will be made on a monthly basis to the agency by BCD, against the invoices (as prescribed under GST Act 2017) raised by the agency, based on the total number of Professionals deployed & other rentals.
 - 22.2 The agency will raise its invoices (as prescribed under GST Act 2017) on completion of services for the month and invoices must be submitted to the office of BCD, Patna by 3rd of the succeeding month, along-with all supporting documents and attendance sheet duly signed and certified by the Competent Authority of BCD. Agency shall make the payment to professionals through NEFT/Bank Transfer only, latest by 5th of the succeeding month.
 - 22.3 The agency will be responsible for making the payment against manpower, directly to the supplied professionals, since there may be delay in releasing payment by BCD to the agency due to RFP for providing professionals to Building Construction Department (BCD) Page 30 contingencies or other administrative reasons. Payment of salary to the supplied professionals by the agency should not be linked with receiving of payment from BCD.
 - 22.4 The payment will be made within a month through online/RTGS/DD or any other mode as directed by BCD. Deductions if any (applicable penalties), shall be deducted from the payment.
 - 22.5 The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.
 - 22.6 The prices/rates quoted in the financial bid, shall remain same for the entire duration of the contract.
20. Signing of the contract
 - 23.1 The contract agreement between BCD and the selected agency/ bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected agency/bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-

- fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desired.
- 23.2 BCD can then based on the contract agreement signed with the SUCESFUL BIDDER and rates discovered via this tender, start taking the services of the shortlisted agency.
- 23.3 The requirement of the BCD may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional professionals, if required on the same terms and conditions.
21. Start of the services
- 24.1 The SUCESFUL BIDDER shall recruit and depute the professionals, in full conformity to the contract, in BCD within 30 days from the date of signing of the contract with the BCD.
- 24.2 If service provider fails to start the services beyond 90 days from the date of signing of the contract agreement, the contract may be terminated, and the selected service provider may be blacklisted and might result in forfeiture of performance security/bank guarantee to which, the selected agency shall have no claims. In such a case, BCD shall be at freedom to negotiate with L2, and then L3... (in this order) responsive bidders with their consent to enter into an agreement with BCD, for providing professionals in BCD office at L1 rate.