

BIHAR VIKAS MISSION

NOTICE INVITING TENDERS

EMPANELMENT OF RECRUITMENT AGENCY for hiring manpower at Bihar Vikas Mission enabling to achieve the stated goals and objectives

Ref. No.: BVM/2019-20/HR/01

Date: 10-Oct-2019

1. The Bihar Vikas Mission (BVM) is a new entity established by Government of Bihar, under Society Registration Act, 1860, to continue its primary agenda of sustained development in the State of Bihar and to drive the effective planning & execution of various key Government development programs.
2. **Tender Inviting Authority:** Member Secretary, Bihar Vikas Mission, Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800023, Bihar (hereinafter referred as BVM unless the context otherwise requires).
3. BVM invites tender through bid submission from reputed recruitment, selections and hiring / placement companies to collaborate and assist in the hiring of key personnel that will enable it to achieve the stated goals & objectives.
4. The details and conditions for qualification of bidders, for bid submission and empanelment of agency(ies), and roles & responsibilities of the agency(ies) are indicated in the Bidding Documents. The bidding documents can be downloaded from –
 - i. <https://www.bvm.bihar.gov.in>
 - ii. www.csd.bih.nic.in
 - iii. www.prdbihar.gov.in
 - iv. www.tenders.bih.nic.in
5. The tender document can be downloaded free of cost and no tender fee is charged for this purpose.
6. Interested and qualified agencies are requested to submit their proposals along with supporting documents latest by **11:00 AM on 5-Nov-2019**. The applications are to be addressed to the office of –
The Chief General Manager, Bihar Vikas Mission, Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800023, Bihar
7. For any kind of dispute with regard to the RFE advertised, the arbitrator will be Chairman Sub-Missions, Bihar Vikas Mission-cum-Development Commissioner, Government of Bihar. The seat of arbitration will be Patna, Bihar and Patna High Court will have exclusive jurisdiction.


Member Secretary, Bihar Vikas Mission-cum-
Principal Secretary, Cabinet Secretariat, Govt. of Bihar

Request for Empanelment (RFE)

**Request for proposal for
“Empanelment of Recruitment Agency”
for hiring manpower
at
Bihar Vikas Mission**

RFE No.: BVM/2019-20/HR/01

Issued on: 10-Oct-2019

Issued by: Bihar Vikas Mission

Bihar State Building Construction Corporation Campus,
Hospital Road, Rajvanshi Nagar,
Patna – 800023, Bihar

Bid Submission Due Date: 11:00 AM on 05-Nov-2019

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Member Secretary, Bihar Vikas Mission-cum-
Principal Secretary, Cabinet Secretariat, Govt. of Bihar

BIHAR VIKAS MISSION (BVM) – AN INTRODUCTION

Bihar Vikas Mission is an entity established by the Government of Bihar, under Society Registration Act, 1860, to continue its primary agenda of sustained development in the state of Bihar and to drive the effective planning and execution of various key Government development programs. The following are objectives of the mission:

- To ensure implementation in mission mode, fixation of priorities and monitoring of achievements against targets of programs and other resolutions of 7-Nischay for developed Bihar within the Sushashan ke karyakram: Programs of Good Governance 2015-2020, Agriculture Road Map, Human Development Mission, Skill Development Mission, Infrastructure development and Industrial incentives.
- To ensure strengthening of institutional arrangement and to promote modern and better work culture for a faster and more effective implementation of schemes and programs.
- To provide assistance in strengthening of monitoring mechanisms and methodology for government programs and encourage use of modern techniques in Data collection, analysis and flow.
- External ecosystem - To develop institutional arrangements and enter into agreements for availing the experiences and knowledge resource of educational community, private sector and civil society. To involve experts, thinkers, experienced professionals, youth and students for ensuring effective policy framing and compliance.
- As a facilitator, actively provide easy access and availability of technical-managerial knowledge, methods and resources to various levels of administration.
- To ensure simplification of processes and make aware innovative solutions and best practices for developing and establishing a fast track system for quick decision making. To provide customized solutions for difficult problems and issues.
- To help in providing solutions to policy issues cropping up during the implementation of programs and ensure their approval from appropriate authority. To ensure coordination and removal of difficulties among departments in implementation of programs. To encourage documentation and sharing of experiences of modern methods and better work mechanisms of problems resolution among departments.
- To establish effective public dialogue and receive public reactions and response. Document the progress and achievements and ensure their effective dissemination and propagation for public awareness and education.
- For raising additional resources, enter into partnership with local and global organizations, governments and financial institutions for capacity enhancement for various activities of the Mission.

All bidders are advised to read the content on the following links in order to have a more detailed understanding –

<https://www.bvm.bihar.gov.in/Application/uploadDocuments/Docs/GazetteDocument.pdf>

<https://www.bvm.bihar.gov.in/Application/uploadDocuments/Docs/7%20Nischey.pdf>

REQUEST FOR EMPANELMENT (RFE)

Bihar Vikas Mission (BVM) invites bid proposal to empanel Recruitment Agencies for facilitating hiring of specialized /generalist manpower on agreement basis to achieve the stated goals and objectives of the mission.

Under this engagement, BVM will empanel Recruitment Agencies for:

- Sourcing and recommending eligible candidates through various modes for Hiring on agreement basis for various positions using evaluation methods and competency tests to cater the requirements of BVM, as intimated time to time.

The Bidder(s) referred to hereafter in this document is defined as the company(ies) / firm(s) / agency(ies) that is / are bidding for this RFE.

The Agency(ies) referred to hereafter in this document is defined as the company(ies) / firm(s) / agency(ies) that is / are successfully empanelled at the completion of the RFE process.

BVM expressly stipulates that empanelment of shortlisted bidders under this RFE is on the understanding that this RFE contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment will be deemed to be a part of the assignment. **The empanelled bidder will be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment.**

1. PROJECT OBJECTIVE

Bihar Vikas Mission is mandated to lead and ensure execution of the various key development initiatives of the Government of Bihar. Bihar Vikas Mission has been created to continue the agenda of fast-tracking development & ensuring time bound delivery of services in mission mode. It will focus on helping Government machinery to find solutions & technical know-how and other resources for execution, apart from overcoming procedural difficulties and act as a facilitator and force multiplier.

To give further boost to this effort, Bihar Vikas Mission proposes to engage professional recruitment agencies to work with the mission towards hiring manpower on agreement basis for various positions to achieve its objectives.

2. SCOPE OF WORK

The bidders, on successful award of positions for hiring, are expected to provide services as stated below:

- Identifying and sourcing adequate pool (minimum five times the number of vacancies) of eligible suitable candidates in each applicable reservation category based on experience, skill sets, academic qualifications and other parameters as described in respective Job Description for positions, as specified by BVM.
- Evaluate the candidate's interest, attitude & aptitude towards working for a public-private partnership and coordinating with them for their participation in the hiring process.
- Advertise the identified positions in national / local newspapers (both English and Hindi) and on relevant online job portals and social media websites.
- Design and deploy an online application portal customised to the requirement of the positions with clear guidelines for candidates, provision of uploading all relevant documents and provision for auto-generated marking based on the marking scheme or any other evaluation criteria as may be provided by BVM.
- Candidate sourcing through online applications on the online application portal for at least 15 clear days is mandatory. The Agency is also expected to source and recommend suitable candidates through internal databases, targeted search and / or any other suitable methods and may source candidates offline as well.
- Screening of applications on the basis of information and documents provided along with the application by the candidate for establishing validity of eligibility and auto-generated marks.
- Prepare complete list of applicants clearly indicating their marks, eligibility or otherwise (along with reasons for changes in marks or eligibility, if any), post-validation by the agency and publish all such lists and other related information on the website as well as submit the same to BVM for records and further processing.
- Invite grievances from applicants and provide their appropriate redressal within agreed timelines, publish all such lists and other related information including reasons for any changes in marks / eligibility, on the website as well as submit the same to BVM for records and further processing.
- Provide category-wise merit-based initial shortlist of candidates recommended for interview to BVM for their observations / remarks. The agency should redress all such observations / remarks within agreed timelines.

- Post-redressal of BVM observations, publish interim shortlist and invite grievances from applicants and provide their appropriate redressal within agreed timelines.
- Publish final shortlist of candidates recommended for interview compliant with all relevant reservation guidelines of Government of Bihar and any other related information including reasons for any changes in marks / eligibility, on the website as well as submit the same to BVM for records and further processing.
- Provide reports on all kinds of tests conducted, as may be required (aptitude, cognitive, psychometric etc.).
- Issuance of interview call letters to the candidates recommended for interview by the agency and ensuring complete coordination with such candidates for participating in interviews to be conducted by BVM.
- Maintain communication with the provisionally selected candidates after issuance of offer letters to ensure their joining.
- Perform background verification and submit Back Ground Verification (BGV) report of the provisionally selected candidates clearly indicating the agency's recommendation whether the candidate is recommended for joining, based on the findings in the BGV Report. The BGV Report should cover relevant academic qualifications, previous work experiences, credentials, testimonials and other particulars as mentioned by the candidate in his / her application. The BGV report should also indicate that the candidate have no adverse police record / criminal record against the candidate.
- Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of Bihar and/or decision of Hon'ble High Court / Supreme Court.
- Without prior written approval of BVM, the agency will neither use BVM's name, nor place advertisements regarding recruitment on behalf of BVM in the print or electronic media or in any other manner whatsoever.
- **The agency is expected to complete the hiring process i.e. submission of initial short list of recommended candidates to BVM within 60 days from issue of work order.**
- **For reference purposes only, the total expected project cost (@8.33% of total annual compensation) will be approximately Rupees 1.5 Crore (One Crore Fifty Lakhs) across approximately 170 vacancies across 50 unique positions. The entire hiring process from commercial bidding to joining of candidates is expected to be completed within 6 months.**

3. FORMATION OF ASSOCIATION / CONSORTIUM

- The bidder may be allowed to form a consortium with similar or like-minded agencies / professionals and jointly bid for this RFE.
 - **Agencies may associate with each other to form a consortium to complement their respective areas of expertise only.**
 - **Experience, turnover or number of resources of the partners of the consortium will not be clubbed during the Pre-Qualification phase.**
- This consortium will bid under one name clearly specifying their prime bidder. The prime bidder will be solely responsible for meeting all terms & conditions under this RFE and will also be responsible for all obligations arising out of empanelment agreement. The company and / or companies in this consortium will be jointly referred to as the bidder.
- All members of the consortium must individually / independently qualify and meet all the criterion under Pre-Qualification (5.4)
- Any member(s) not fulfilling any criteria of Pre-Qualification will result in the rejection of the consortium's bid.
- Members of the consortium will have to attach a joint undertaking towards the formation of consortium clearly nominating the prime bidder.

4. SCHEDULE OF EVENTS

S. No.	Event	Target Date
1.	RFE Issue	10-Oct-2019
2.	Last date for submission of queries through email / registered-post.	16-Oct-2019 (06:00 PM)
3.	Pre-Bid Meeting	17-Oct-2019 (11:00 AM)
4.	Publication of Minutes of Pre-bid meeting and Response to the queries received	22-Oct-2019
5.	Due Date for Submission of Bid Proposals	5-Nov-19 (11:00 AM)
6.	Bid opening and Pre-Qualification Evaluation	5-Nov-19 (11:30 AM)
7.	Declaration of result of Pre-Qualification evaluation	6-Nov-19 (will be published on BVM website)
8.	Team Presentation (For only those bidders who qualify in the pre-qualification evaluation)	8-Nov-2019
9.	Announcement of Technical Evaluation Results	14-Nov-2019 (will be published on BVM website)
10.	Issue of Letter of Empanelment	Will be informed to the qualified agencies
11.	Signing of Agreement (within 15 Days from Letter of Empanelment)	Will be informed to the qualified agencies

In case of any of the above-mentioned dates is declared a public holiday or non-working day, the event will be held on next working day. Any changes made in the above-mentioned schedule will be published on BVM website <https://www.bvm.bihar.gov.in>.

5. EVALUATION CRITERIA

5.1 General Guidelines

- Bid proposals in response to the RFE should be submitted under ‘**Two Cover System**’.
 - Pre-qualification Proposal
 - Technical Proposal
- BVM evaluation committee will evaluate the proposals submitted by the bidder based on the pre-qualification evaluation criteria and technical evaluation criteria.
- BVM will first open only the pre-qualification proposals, which will be evaluated as per the specified criteria. (Refer Sec 5.4)
- In the second step, the technical proposal of only those bidders, who qualify in the pre-qualification stage, will be opened and evaluation will be done based on the specified technical criteria (Refer Sec 5.5)
- The evaluation committee will evaluate the responses to the RFE and all supporting documents / documentary document. **Non-submission of requisite supporting documents / documentary document would lead to rejection of the proposal.**
- During evaluation stage, BVM, at its discretion, may ask the bidder for clarification in respect of bid submitted. The bidder should respond within timelines provided failing which their bid proposal may be rejected and / or marks may not be awarded. The queries and the response to received queries will be in writing, and no change in the substance of the bid will be sought, offered, or permitted.
- The decision of the BVM evaluation committee in the evaluation of responses to the RFE will be final.
- In the Technical Evaluation, only those bids will qualify for empanelment **which achieves score equal to or above criteria-wise cut-off marks (as applicable) and total score of (greater than or equal to) ≥ 60 .**
- In case there are less than three bids having technical score of 60 or more, BVM may at its discretion also consider bid proposals with next highest scores to empanel a minimum of three or bidders.
- All responses will be evaluated to validate compliance of the bidders according to the respective criteria and supporting documents mentioned against each clause. Bidders who meet the pre-qualification eligibility criteria will be required to make a presentation, as part of technical evaluation, to the evaluation committee of BVM.
- Based on final evaluation, bidders who qualify in the technical evaluation, will be issued letter of empanelment and will be invited to enter into agreement with BVM for a period of 3 years, subject to submission of requisite bank guarantee.
- After successful empanelment, Commercial Bids are to be submitted by the Empanelled agencies as and when requested for, by BVM.

5.2 Earnest Money Deposit (EMD / Bid Security)

- The bidders shall submit, as part of its pre-qualification bid proposal, an EMD (Bid Security) of amount **INR 3,00,000 only (Rupees Three Lakh only)** in the form of a Bank Draft issued by a Scheduled / Nationalized Bank in India, drawn in favour of BIHAR VIKAS MISSION, payable at Patna.

- Bihar Vikas Mission shall not be liable to pay any interest on the EMD and the same shall be interest free. Bids not accompanied with the EMD shall be rejected by the Mission.
- The EMD of unsuccessful bidders will be returned by the Bihar Vikas Mission, without any interest, within 90 days of opening of the bids.
- EMD of the empanelled agencies will be returned, without any interest, upon signing of the empanelment agreement and furnishing the Security Deposit in form of Bank Guarantee in accordance with the provisions of section 9.2 of this RFE.
- The Bidder, by submitting its bid pursuant to this RFE, shall be deemed to have acknowledged and confirmed that the Mission will not suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period.
- EMD shall be forfeited and appropriated by the Bihar Vikas Mission hereunder or otherwise, under the following conditions:
 - If a Bidder withdraws its bid during the period of bid validity as specified in this RFE and as extended by the Bihar Vikas Mission from time to time;
 - If the technically qualified bidder fails:
 - To sign the Empanelment Agreement and/or
 - To furnish the Security Deposit within the period prescribed
- Technically qualified Bidders shall ensure the EMD remains valid till signing of Agreement. In case, the EMD bank draft is expiring before signing of the agreement, Bidders may be asked to replace it with a fresh Bank Draft of the same value.

5.3 Commercial Bid

- The commercial bids are not required to be submitted at the time of technical bid submission by the bidders. Commercial bids will be invited by BVM only from empanelled bidders during the agreement period based on BVM's requirements.
- Empanelled agencies need to submit the commercial bids on BVM approaching them and the L1 agency will be assigned the agreement for that particular recruitment.
- Those bidders who become empanelled and do not submit the commercial bids on BVM's request, may be disqualified from empanelment process and thereafter will not be eligible to participate in any of BVM's requirement during the empanelment period.
- The format of commercial bids will be given by BVM at the time of calling of commercial bids and empanelled bidders are required to bid as per the prescribed format only.

5.4 Pre-qualification Evaluation Criteria

BVM will first open only the pre-qualification proposals, which will be evaluated as per the criteria specified below:

S. No.	Pre-qualification requirement	Documentary document required
1.	Earnest Money Deposit along with Affidavit	Bank Draft of Rs 3,00,000 (Rs Three Lakh only) in favour of BIHAR VIKAS MISSION Affidavit from Authorised Signatory (Refer Enclosure 3 for affidavit format)
2.	The bidder should be registered in India under the Indian Companies Act 1956 or a registered Partnership Firm or a registered Limited Liability Partnership firm (LLP) and should be operational in India for a minimum period of 5 years within last 7 years.	a) Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached. b) Financial Statement / Service Tax return / GST return / Income tax return for the years in operation, certified by Auditor. c) Attach details as per Format in Form 1
3.	The bidder should have minimum annual revenue of Rupees 5 Crores from Recruitment during each of the last three declared financial years. (FY 2016-17, 2017-18, 2018-19) <i>For the purpose of this RFE, recruitment is defined as recruitment process outsourcing, contingent recruitment, retained search and similar recruitment services.</i> <i>Does not include any kind of remuneration earned for lending / leasing of manpower to any client organization with employees on bidder's payroll or any allied organization of the bidder.</i>	Copy of audited financial results for last three declared financial years of recruitment revenue is to be attached, certified by the auditor. (Refer Form 2)
4.	The bidder should be registered with relevant authorities required for its conduct of business.	Copy of the following documents to be submitted by the bidder: <ul style="list-style-type: none"> • PAN • GST Registration • E.P.F. Registration and / or E.S.I. Registration
5.	The bidder should be <u>in the line of business for minimum period of 5 years.</u> The bidder should possess experience of providing end-to-end recruitment services (in India) for equivalent similar positions.	Copy of Work Order / Copy of Payment order / Engagement Letter <i>(clearly establishing work undertaken in all 5 years)</i>

	Size of such client organisation should be minimum of 3000 employee and / or annual revenue / project value of at least 500 crore.	<i>Supporting document regarding employee strength / annual revenue / project value such as client certification / webpage copy certified by Bidder</i>
6.	The bidder should have a minimum of 20 full time employees (Recruitment Consultants) on its payroll in India working for all last 6 months	Self-certificate from authorised signatory (Refer Form 4)
7.	Details of Authorised Signatory.	Certified copy of the extract of the resolution of their Board, authorizing an official or officials of the company or a copy of Power of Attorney copy to submit bid(s), discuss, sign agreements /agreements with BVM.

5.5 Technical Evaluation Criteria

The following table lists down the evaluation criteria and the associated marks allotted and criteria-wise cut-off marks for qualification that would be used in technical evaluations of the proposals.

Technical Bids, which do not qualify the criteria wise cut-off marks, would be rejected.

S. No.	Technical Evaluation Criteria / Definition	Maximum Marks	Criteria-wise Cut-Off Marks
1	Experience of the bidder in the line of business for providing end-to-end recruitment services in India irrespective of total experience of the bidder	8	5
	<i>For minimum 5 years – 5 marks</i>		
	<i>1 additional mark for every additional year of experience upto a maximum of total 8 marks.</i>		
	Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.		
	Copy of <u>Work Order / Copy of Payment order / Engagement Letter</u> along with Financial Statements (P&L statement, Income Tax return / Service Tax Return / GST Return) for the years in operation , certified by Auditor.		
2	Experience of the bidder in the line of business of providing end-to-end recruitment services for positions in the <u>Government / PSU / Development and related sector (Multi-lateral, Bi-lateral funding agencies etc. such as United Nations and its allied organisations, World Bank, ADB etc.);</u> irrespective of total experience of the bidder	6	--
	<i>1 mark for every year of such experience upto a maximum of total 6 marks.</i>		
	Copy of Work Order / Copy of Payment order / Engagement Letter (for each financial years) to establish period of providing required services		
	(Refer form 3 of Section 10.2 Forms for submission)		

3	<p>Experience of Bidder of working with large organizations (in India) having (Maximum of total 5 marks)</p> <p>Employee Strength \geq3000 and / or Annual Revenue / Project Value between 500-700 crore – 3 Marks</p> <p>Employee Strength $>$4000 and / or Annual Revenue / Project Value between 701-1000 crore – 4 Marks</p> <p>Employee Strength $>$5000 and / or Annual Revenue / Project Value between $>$1000 crore – 5 Marks</p> <p>Copy of Work Order / Copy of Payment order / Engagement Letter (for each financial years) to establish period of providing required services <i>Supporting document regarding employee strength / annual revenue / project value such as client certification / webpage copy certified by Bidder</i></p>	5	3
4	<p>Business generated by the bidder from recruitment (Average of last 3 financial years 2016-17, 2017-18, 2018-19)</p> <p>(Maximum of total 5 marks)</p> <p>Rs 5 crore – Upto Rs 10 crore: 3 Marks</p> <p>$>$ Rs 10 crore – Upto Rs 15 crore: 4 Marks</p> <p>$>$ Rs 15 crore – 5 Marks</p> <p><i>(Refer form 2 of section 10.2 Forms for submission)</i></p>	5	3
5	<p>CVs of personnel proposed by the Bidder (Maximum 26 marks)</p> <p>Project Manager – 1 (One) – Maximum 8 Marks <i>(on meeting both minimum education and experience criteria in full)</i></p> <p><u>Essential Education:</u> PG Diploma / Master Degree in Human Resource</p> <p><u>Essential Experience:</u> At least 8 years of work-experience with minimum 4 years of experience in hiring for State / Public / PSU / Development Sectors / Bi-lateral or multi-lateral agencies.</p> <hr/> <p>Assistant Project Manager / Recruiter – Minimum 3 (Three) Resources - Total 18 Marks</p> <p><i>(6 Marks on each CV - on meeting both minimum education and experience criteria in full)</i></p> <p><i>At least one of the Assistant Project Manager / Recruiter is required to be present full-time at BVM office during the project</i></p> <p><u>Essential Education:</u> PG Diploma / Master Degree in Human Resource</p> <p><u>Essential Experience:</u> At least 4 years of experience with minimum 2 years of experience in hiring for State / Public / PSU / Development Sectors / Bi-lateral or multi-lateral agencies</p> <p><i>(Refer Form 5 of section 10.1 Forms for submission of CVs and supporting documents)</i></p>	26	12
6	<p>Proven ability to deliver Recruitment consulting work through use of well-researched tools and methodologies - Maximum 6 Marks</p> <p>Recruitment & Selection Tools (Candidate Data Base Management System) proposed to be used – <i>Maximum 2 Marks</i></p> <p>Psychometric Assessment Tool – <i>Maximum 2 Marks</i></p> <p>Back Ground Verification Tool – <i>Maximum 2 Marks</i></p> <p>Provide screenshot / sample reports and brief description on how the tools will be used for BVM recruitment.</p>	6	3

	Proposed Approach & Methodology (Total 24 marks)		
	<p>Understanding of the assignment and proposed approach & methodology and their applicability to meet assignment's objectives. – (Total 8 marks)</p> <ul style="list-style-type: none"> • On the basis of sample positions, submit project plan indicating timelines for deliverables - (Maximum 3 Marks) • Details of sourcing methodology to be adopted - (Maximum 3 Marks) • Incorporation of relevant reservation guidelines of Government of Bihar in result preparation - (Maximum 2 Marks) 		
7	<p>Proof of Concept (PoC) – Complete process of hiring against 2 sample job descriptions. (Total 16 marks) Provide PoC for 2 sample Job Descriptions (1 from each Group A and Group B, Refer Section 10.2 (b))</p> <ul style="list-style-type: none"> • Provide at least 3 CVs against each JD. Specifically highlight the relevant sections of candidates' CV that match the JD criterion – <i>Maximum 6 Marks</i> (1 mark for each correct CV against essential qualification and experience requirement of the JD for the position) • Provide Marking Summary based on marking scheme (Refer 10.2 (b)) for each position for each sample CV – <i>Maximum 6 Marks</i> (1 mark for each correct marking summary) • Provide all relevant documents with the CV for at least 1 sample CV against each of the 2 positions, specifically highlighting the relevant sections in documents against which candidate has been marked – <i>Maximum 4 Marks</i> (2 marks for each CV complete with relevant documents) 	24	12
8	<p>Number of full-time Recruitment consultants on the payroll of the bidder.</p> <p>20 – 30 Consultants – 6 marks 31 – 40 Consultants – 8 marks > 41 Consultants – 10 marks (Refer form 4 of section 10.2 Forms for submission)</p>	10	6
9	<p>Team Presentation</p> <p>Quality of technical presentation (Maximum 5 Marks) Presence of proposed team member and their involvement (Maximum 3 Marks) Ability to respond to queries (Maximum 2 Marks)</p>	10	6

6. INSTRUCTION TO BIDDERS

Bidders are advised to study the RFE document carefully before submitting their bids. Submission of bid in response to this RFE will be deemed to have been done after careful study and examination of this document and associated corrigendum (if any issued) with full understanding of its terms, conditions and implications. In support of the above, an affidavit to this effect has to be submitted by the Bidder along with pre-qualification bid proposal, as per Enclosure – 3 attached with this RFE.

All information included in this Request for Empanelment (RFE) is confidential and only for the knowledge of the recipient. No information included in this document or in discussions connected to it shall be disclosed to any other party.

Bid Validity: All bid proposals should have a validity period of not less than 60 days.

In order to facilitate the evaluation by BVM and to ensure each bid proposal receives full consideration, the bid proposals should be accompanied by the documents as listed below:

- The Bidders should submit 2 (two) printed copies of the proposal and a single file in PDF format in a non-rewritable CD containing the Pre-qualification and Technical Bid along with all required documents such as annexure / forms / checklists / enclosures / letters etc.
- **The Bid should be submitted in two separate envelopes:**
 - **Pre-qualification Bid Proposal (along with pre-qualification criteria checklist as per enclosure 4)**
 - **Technical Bid Proposal (along with technical evaluation checklist as per enclosure 5)**
- **All pages of the bid proposal must be sequentially numbered, sealed and signed** by the Authorized Signatory of the Bidder (as detailed in section 9.12)
- The pre-qualification bid proposal part or the technical bid proposal part of the bid proposal **should not contain any price bid**. Commercial bids will be invited by BVM only after entering into an agreement with empanelled agency and based on BVM's requirements at a later stage.
- The bidder will seal the Proposal in one outer and two inner envelopes. All envelopes should be marked clearly as:

Bid No. BVM/2019-20/HR/01

Proposal for “Empanelment of Recruitment Agency” for hiring manpower for BVM

- The **outer envelope** shall be addressed to:
 - The Chief General Manager
 - Bihar Vikas Mission, Bihar State Building Construction Corporation Campus,
 - Hospital Road, Rajvanshi Nagar, Patna – 800023, Bihar
- The sealed bid envelope should be delivered at the above address well before the last date for Submission of Bid Proposals as specified in schedule of events.
- Late bids i.e. bids received after the last date for Submission of Bid Proposals as specified in schedule of events, will not be considered.
- In case of submission of bid proposal by hand, the bids should be deposited in the bid submission box at Bihar Vikas Mission office, Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna – 800023, well before the last date for Submission of Bid Proposals as specified in schedule of events.

- All **inner envelopes** will indicate the name and address of the Bidder
 - The first inner envelope marked “Pre-qualification Bid proposal” will contain the Pre-qualification Proposal with 2 hard copies duly marked “Original” and “Copy”
 - The second inner envelope marked “Technical Bid proposal” will contain the Technical Proposal with 2 hard copies duly marked “Original” and “Copy”
 - A third sealed envelope will contain the non-rewritable CD with the soft copy of the proposal in the pdf format
- The hardcopies of the Pre-qualification and Technical bid proposal should be in separate sealed envelopes, clearly marked.
- **Submission of Queries:** For any queries with respect to the RFE, bidders may send an email to osd1.bvm@gmail.com or letter through registered post to the address mentioned above.
 - Relevant section and page number of this RFE should be clearly mentioned with the query.
 - **All such queries should reach BVM within specified timeline as mentioned in the schedule of events.**
 - BVM will not liable to answer any queries received after the timeline.
 - The concerned authority may provide clarifications if necessary.

7. RIGHTS OF BVM

- a) BVM reserves the right to cancel the RFE process at any time without assigning any reason.
- b) At any time, BVM may, for any reason, modify the RFE Document by publishing an amendment. The amendment(s), if any, will be published under “Bid” section on BVM’s website.
- c) In order to accord prospective Bidders reasonable time to take the amendment into account, BVM may, at its discretion, extend the last date for the receipt of Bids.
- d) The bidders are allowed to resubmit their bid, if required, after such amendments, within the issued deadline.
- e) If BVM deems it appropriate to revise any part of this RFE or to issue additional data to clarify an interpretation of provisions, it may issue supplements to this RFE.
- f) BVM may, at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through a notice on its website and/or email to all confirmed bidders, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.
- g) BVM reserves the right to accept or reject any proposal, and to annul the short listing process and reject all responses at any time without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BVM action.

8. GENERAL TERMS & CONDITIONS – PREQUALIFICATION & TECHNICAL BID

8.1 Prequalification and Technical Bid

- a) Eligibility criterion for the bidders to qualify this stage is clearly mentioned in Section 5.4- Pre-qualification Evaluation Criteria and section 5.5 Technical Evaluation Criteria respectively.
- b) Bidders are required to submit all supporting documents clearly establish the claims made in the bid proposal.
- c) Only those Bidder/s who meets all the pre-qualification evaluation criteria, on the basis of bid proposal submitted by them, would qualify for the next stage i.e. technical evaluation.

- d) BVM reserves the right to accept or reject any bid in whole or in parts without assigning any reason thereof. The decision of BVM will be final and binding on all the bidders to this document and BVM will not entertain any correspondence in this regard.
- e) BVM at its discretion may reject the proposal of the Bidder, without giving any reason whatsoever, if in the BVM's opinion the Bidder could not present or demonstrate the proposed solution as described in the proposal.

8.2 Erasures & Alterations

Technical details must be completely filled up containing correct technical information. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material, corrections or alterations in the proposal.

8.3 Tenure of Empanelment

The technically qualified bidders will be invited through a letter of empanelment to enter into an agreement with BVM for a period of 3 years, subject to submission of requisite bank guarantee by the qualified bidder.

During the agreement period, BVM, at its discretion, may award work order to the empanelled agency (depending on the commercial quote for any particular exercise) for hiring manpower.

9. GENERAL TERMS & CONDITIONS – OTHERS

The bidders who wish to submit responses to this RFE should note that they should abide by all the terms and conditions contained in the RFE. **If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the empanelment.**

9.1 Execution of SLA

The successful bidder will execute a Service Level Agreement (SLA), which would include all the services and terms and conditions of the services to be provided including timelines, penalty clauses and any other conditions as may be prescribed by BVM and mutually agreed by the bidder. Draft Agreement is annexed as Enclosure - 1 of this RFE.

The costs and expenditure of executing the agreement should be borne by the bidder. The bidder shall execute the Agreement within 15 days from the issuance of Letter of Empanelment. The Agreement will be executed by the authorized signatory (Refer Section 9.12) of the Bidder. Certified copy of the extract of the resolution of their Board, authorizing an official or officials of the company or a copy of Power of Attorney to submit bid(s), discuss, sign agreements /agreements with BVM will have to be submitted by the successful bidders.

9.2 Security Deposit and Performance Guarantee

Security Deposit - All successful bidders will be required to submit a onetime security deposit of Rupees 5,00,000/- (Five Lakhs only) in form of Bank Guarantee in favour of BIHAR VIKAS MISSION, valid for 3 years 6 months from the date of issue of letter of empanelment, **within 10 days of issue of letter of empanelment.** The security deposit will be returned to the Agency after

completion of tenure of the agreement i.e. 3 years or after 6 months of cancellation of agreement, subject to satisfactory discharge of assignments awarded to the agency. (Refer Enclosure – 2 to the RFE for Format of Bank Guarantee).

The Bank Guarantee may be invoked upon:

- Non-participation of the agency in commercial bid and / or
- Any breach by the Agency of the obligations under the Agreement and the RFE, for reasons attributable to the Agency for the same.

Performance Guarantee - The L1 agency in the commercial bid among empanelled agencies, shall provide a Performance Guarantee (PG) totalling to 10% of the Gross expected fee payable to the Agency, as per the work order awarded to the Agency.

- 2% of the Gross Expected Fee as PG will be payable by the Agency in advance at the time of award of work order to BVM vide a Demand Draft payable in favour of BIHAR VIKAS MISSION.
- Balance 8% of the Gross Expected Fee as PG will be deducted from every invoice that the Agency raises upon successful joining of candidate on BVM for payment.

The Performance Guarantee will be returned after the successful discharge of services by the Agency, pursuant to the final payment to the Agency or after the expiry of 180-days from the date of joining of the last hiring made by the Agency.

9.3 Resources

Given the large-scale HR interventions, which may need to be undertaken by BVM every year, the Empanelled bidder is expected to deploy appropriate quality and number of resources for providing solutions to BVM. The strength and quality of team will be specifically evaluated during the technical evaluation.

The bidders must ensure that they deploy the resources as proposed in the technical proposal. Any changes in team would not be ordinarily permitted. In case of exigencies, such a substitution in team should only be made with similar or better-qualified resource and with prior permission of BVM.

BVM reserves the right to insist the bidder to replace any team member with another (with the qualifications and expertise as required by BVM) during the course of assignment. The bidder will have to undertake that no such substitution would delay the project timelines.

9.4 Professionalism

The bidder should provide professional, objective and impartial advice at all times and hold BVM's interests paramount and should observe the highest standard of ethics while execution of assignment.

9.5 Adherence to Standards and compliance of laws

The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that the bidder has complied with all required legal compliances and also has the necessary permission and licenses to do the job as a recruitment firm.

The Bidder will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of agreement if discrepancies/ violations are observed. BVM reserves the right to ascertain information from the other institutions to which the bidders have rendered their services for execution of similar projects. Any adverse feedback from such institutions may lead to rejection of the bidder.

9.6 Expenses

It may be noted that BVM will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. for participation in the bid process.

9.7 Indemnity

The successful bidder will indemnify BVM and its officials and keep indemnified for against any loss or damage by executing an instrument to the effect on a Non-Judicial stamp paper that BVM may sustain on account of violation of patent, trademarks intellectual property rights, losses incurred due to malfunctioning of the proposed solution, interruption in use or unavailability of data, breach of confidentiality, any gross negligence by the employees of the successful bidder etc.

The agency will, at its own expense, defend and indemnify BVM and its officials against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by bidder. Agency will provide infringement remedies and indemnities for third party products, on a pass through basis. The agency will expeditiously extinguish any such claims and will have full rights to defend it there from. If BVM is required to pay compensation to a third party resulting from such infringement, the bidder will be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a bidder approved settlement. BVM will issue notice to the agency of any such claim without delay and provide reasonable assistance to the agency in disposal of such claim, and will at no time admit to any liability for, or express any intent, to settle the claim. The agency will also reimburse all incidental costs, which BVM incurs in this regard.

In the event of the agency not fulfilling its obligations under this clause within the period specified in the notice issued by BVM, BVM has the right to recover the amounts due to it under this provision from any amount payable to the agency under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFE.

9.8 Dispute Resolution

BVM and the agency will make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. If after 30 days from the commencement of such informal negotiations, BVM and the agency have been unable to resolve amicably any agreement dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the agreement, will be referred to sole Arbitrator appointed by BVM and the award of the arbitrator will be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, will apply to the arbitration proceedings and the venue of the arbitration will be at PATNA The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf will be borne by each party itself.

9.9 Confidentiality

This document contains information confidential and proprietary to BVM. Additionally, the agency will be exposed by virtue of the activities to be undertaken under the agreement to the internal business information of BVM. Disclosures of receipt of this RFE or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the agency, premature termination of the agreement, and / or legal action against the agency for breach of trust.

Empanelled agency/agencies will have to sign a legal non-disclosure agreement with BVM before starting any project.

The agency (and its employees) will not, unless BVM gives permission in writing, disclose any part or whole of this RFE document, of the proposal and/or agreement, or any specification, plan, drawing, pattern, sample or information furnished by BVM (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or agreement. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.

The agency, its employees and agents will not, without prior written consent from BVM, make any use of any document or information given by BVM or its Authorized personnel, except for purposes of performing the agreement award. In case of breach, BVM will take such legal action as it may be advised. The agency has to maintain confidentiality even after completion/ termination of the agreement.

9.10 Governing Law and Disputes

The Bid and subsequent Agreement with the empanelled agencies will be governed in accordance with the Laws of State of Bihar and/or India and will be subject to the exclusive jurisdiction of Courts in Patna.

9.11 Limitation on Promotion

The agency will agree to make no reference of BVM for the procurement of products and services hereunder or the agreement in any literature, promotional material, brochures, sales presentation or the like without express prior written consent of BVM.

9.12 Authorized Signatory

The empanelled agency/agencies will indicate the authorized signatories who can discuss and correspond with BVM, with regard to the obligations under the agreement.

The empanelled agency/agencies will submit with the pre-qualification bid proposal a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/agreements with BVM. The agency will furnish proof of signature identification for above purposes as required by BVM.

9.13 Assignment

Neither the agreement nor any rights granted under the agreement will be sold, leased, assigned, or otherwise transferred, in whole or in part, by the agency, and any such attempted sale, lease, assignment or otherwise transfer will be void and of no effect without the advance written consent of BVM.

If the agency undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the agency after award of purchase order will be considered to be assigned to the new entity and such an act will not affect the rights of BVM under the executed service level agreement.

9.14 Audit

BVM reserves the right to conduct an audit/ ongoing audit of the services provided by the agency. BVM would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in-house team, third party independent auditors or reputed management consultants at specified intervals with prior information to the successful bidder. The bidder to provide unconditional and complete support to carry out the audit and arrange for rectification / updation of the findings as part of the audit at no cost to BVM. BVM reserves the right to call upon all the applications screened / data that pertains to its requirement requirements in the event of any judicial proceedings.

The external and internal auditors of BVM will be given right to review internal controls of the Vendor. Any weaknesses highlighted during the audit must be promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to BVM.

9.15 No Commitment to accept Lowest or any Offer / Bid

BVM will be under no obligation to accept the lowest or any other offer received in response to this RFE and will be entitled to reject any or all offers without assigning any reason whatsoever. BVM has the right to re-issue bid / bid. BVM reserves the right to make any changes in the terms and conditions of the RFE that will be informed to all the bidders. BVM will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer / bid are rejected. Any decision of BVM in this regard will be final, conclusive and binding upon the bidder.

9.16 Other General Conditions

BVM reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence whatsoever will be entertained in the matter. Any technical bid, submitted cannot be withdrawn / modified after the last date for submission of the bids.

Each offer should specify solution which is cost-effective and meets the RFE specifications. It may include alternatives/add-ons that provides rich solution adding value to the BVM and its staff. To assist in the scrutiny, evaluation and comparison of offers BVM may, at its discretion, ask some or all bidders for clarification on their offer. The request for clarification and the response will be in writing and no change in the price or substance of the bid will be sought, offered or permitted.

9.17 Disclaimer

All information provided / clarified in this RFE is in good interest and faith. This document is not an agreement or an offer or invitation to enter into an agreement of any kind with any agency. Though, adequate care has been taken in the presentation of this RFE document, the interested bidder / firm shall satisfy itself that this document is complete in all respects. Interested bidders are required to make their own inquiries and assumptions, wherever required.

10. ANNEXURES

10.1 Forms for Submission – Bidders shall use the following formats

Form 1: Details about the bidder

S. No.	Parameter	Details
1	Name of Agency	
2	Legal Status (Public Ltd Company / Private Limited Company / Corporation / Partnership / Proprietorship etc)	
3	Country of Incorporation	
4	Year of commencement of business	
5	Principal place of business	
6	Name of the Authorized Signatory	
7	Designation of the Authorized Signatory	
8	Name of the Company of the Authorized Signatory	
9	Address of the Authorized Signatory	
10	Phone Number of the Authorized Signatory	
11	E-Mail Address of the Authorized Signatory	
12	Has the Bidder been penalised by any organization for poor quality of work or breach of agreement in the last five years? (Yes/No)	
13	Has the Bidder or any of its Associates suffered bankruptcy / insolvency in the last five years (Yes/No)	
14	Signature / Name / Designation of Authorised Signatory	

Form 2: Financial capacity of the bidder

Certificate from Statutory Auditor:

This is to certify that _____ (name of the Bidder) has received the payments shown below against the respective years on account of professional fees from pure-play Recruitment.

S. No.	Financial Year	Annual Revenue (INR crore)
1.	2018-19	
2.	2017-18	
3.	2016-17	

(Signature, name and designation of the Authorised signatory)

Date and Seal of Audit Firm

Form 3: Project description sheet

Assignment name:	
Country: Location within country:	Duration of assignment (months):
Name and address of Client:	Amount of fee received by your firm (INR):
Number of employees in client organization:	Turnover of client organization:
Start date (month/year):	Completion date (month/year):
List of positions recruited:	
Scope of services (Maximum 500 words):	

Form 4: Self-Certificate of Manpower Capability of the bidder

Certificate from authorized personnel:

This is to certify that minimum _____ full time employees Recruitment Consultants are on <**Bidder Name**> payroll in India for more than 6 months. Details are as follows:

S. No.	Employee Code	Name of Employee	Designation	DOB (dd-mm-yyyy)	DOJ (dd-mm-yyyy)

(Signature, name and designation of the Authorised signatory)

Date:

Name of Bidder and Seal:

Form 5: Team’s CV – Separate sheet for all key personnel

1. Name of staff:
2. Name of firm:
3. Date of joining:
4. Nationality:
5. Education: **(copy of certificate of essential educational qualification is to be attached, as per Technical Evaluation Criteria 5.5 (4))**

College / Additional certificates / degree	University	Degree obtained	Date/Year of obtainment

6. Membership of professional associations:
7. Other training:
8. Experience: (To establish Essential Experience as per Technical Evaluation Criteria 5.5 (4))

Relevant Experience	Total No. of Years

9. Employment record

From <date> to <date>	Employer	Position Held

10. Areas of expertise:
11. Work undertaken that best illustrates capability to handle the tasks assigned
 - Name of the assignment or project:
 - Client:
 - Year:
 - Location:
 - Description of project and role:
 - Positions held:

(Qualified bidders will be required to produce copy of documents for employment record for the CVs provided, at the time of presentation)

**10.2 (a) Indicative list of positions to be recruited by the Recruitment Agency –
SAMPLE ONLY**

S. No.	Position Title	No. of Vacancies	Essential Qualification & Experience
1	MIS & Analytics Cell Lead	22	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application • Minimum 3 years of post-qualification experience
2	Department PMU Lead	8	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree (full time) in Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development • Minimum 3 years of post-qualification experience
3	Data Analyst	23	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application • Minimum 1 year of post-qualification experience as a data or business analyst
4	MIS Cell Lead	30	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application • Minimum 2 year of post-qualification experience
5	District PMU Lead	19	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree (full time) in Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development • Minimum 3 years of post-qualification experience
6	IT Helpdesk Officer	1	<ul style="list-style-type: none"> • Bachelor's degree in Computer Application (3 years full time) supported with relevant certification in hardware maintenance and networking • Minimum 1 year of post-qualification experience in IT operations, networking maintenance and support
7	Finance Expert	6	<ul style="list-style-type: none"> • Chartered Accountant (completed) from Institute of Chartered Accountants of India OR Cost & Management Accountant (previously known as Cost Accountant) (completed) from Institute of Cost Accountants of India (previously known as Institute of Cost & Works Accountants of India) OR PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance • Minimum 8 years of post-qualification experience in Finance domain

8	Fund Management Expert	1	<ul style="list-style-type: none"> • Chartered Accountant (completed) from Institute of Chartered Accountants of India OR Cost & Management Accountant (previously known as Cost Accountant) (completed) from Institute of Cost Accountants of India (previously known as Institute of Cost & Works Accountants of India) OR PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance • Minimum 8 years of post-qualification experience in the domain of financial management / investments
9	HR and Recruitment Expert	2	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree (full time) in HR / Business Administration / Management • Minimum 8 years of post-qualification experience in HR domain
10	Marketing & Branding Expert	1	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree or higher (full time) in Management / Business Administration / Marketing • Minimum 8 years of post-qualification experience in marketing and / or branding
11	Procurement & Agreement Management Expert	5	<ul style="list-style-type: none"> • Bachelor's degree (full time) in Engineering / PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Supply Chain • Minimum 8 years of post-qualification experience in procurement and / or operations and / or supply chain management domain
12	IT Expert	6	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Computer Science / IT / Electronics or Master's degree (full time) in Computer Application • Minimum 8 years of post-qualification experience in IT sector
13	Legal Officer	2	<ul style="list-style-type: none"> • Degree of LL.B. (full time) from any of the National Law Universities of India • Qualified to be registered as an advocate in any State Bar Council of India in terms of Advocate's Act, 1961 • Minimum 1 year of post-qualification experience in legal and / or litigation
14	Land Acquisition Expert	2	<ul style="list-style-type: none"> • Bachelor's or higher degree (full time) in any discipline • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service

15	Agro Marketing Expert	1	<ul style="list-style-type: none"> • PG Diploma or Master's degree or higher (full time) in Agribusiness Management / Management / Business Administration / Marketing • Minimum 10 years of post-qualification experience in agricultural domain. <p>OR</p> <ul style="list-style-type: none"> • Retired personnel from Government with minimum 10 years of experience in agricultural domain (last held position should not be lower than Joint Secretary or equivalent level) <p>OR</p> <ul style="list-style-type: none"> • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service (last held position should not be lower than Joint Secretary or equivalent level) with minimum 3 years of experience in agricultural domain
16	Farm Mechanization Expert	1	<ul style="list-style-type: none"> • Bachelor's degree (full time) in Mechanical Engineering / Instrumentation Engineering / Agriculture / Agriculture Engineering • Minimum 10 years of experience in agriculture sector <p>OR</p> <ul style="list-style-type: none"> • Retired personnel from Government with minimum 10 years of experience in agricultural domain (last held position should not be lower than Joint Secretary or equivalent level) <p>OR</p> <ul style="list-style-type: none"> • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service (last held position should not be lower than Joint Secretary or equivalent level) with minimum 3 years of experience in agriculture sector
17	Veterinary Hospital Management Expert	1	<ul style="list-style-type: none"> • Master's degree or higher (full time) in Hospital Administration / Health Care Management / Hospital and Healthcare Management / Veterinary Science • Minimum 10 years of post-qualification experience in veterinary healthcare sector
18	Retrofitting Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Civil Engineering • Minimum 10 years of post-qualification experience in construction and / or infrastructure sector <p>OR</p> <ul style="list-style-type: none"> • Retired personnel from Government / Defense Services / Paramilitary with minimum 10 years of experience in construction and / or infrastructure sector (last held position should not be lower than Superintendent Engineer or equivalent level)

19	Structural Design Expert	1	<ul style="list-style-type: none"> • Master's degree or higher in Structural Engineering / Civil Engineering • Minimum 15 years of post-qualification experience in construction / infrastructure sector with at least 7 years of experience in planning and implementing structural engineering programs for various types of buildings and infrastructure for earthquake and disaster risk mitigation <p>OR</p> <ul style="list-style-type: none"> • Retired officers from Government / relevant Industry / Defense Services / Paramilitary with minimum last 10 of years of experience of managing / working on large scale design and engineering projects in construction sector with exposure to improving structural safety and disaster risk mitigation
20	Infrastructure Management Expert	1	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree or higher (full time) in Agricultural Sciences / Food Technology / Agro Processing / Logistics / Management / Business Administration / Supply Chain • Minimum 10 years of post-qualification experience in agriculture sector and / or cooperative sector
21	E-Learning Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Computer Science / Electronics Engineering / Information Technology OR Master's degree (full time) in Computer Application • Minimum 10 years of post-qualification experience in education sector
22	Examination and Educational Policy Reforms Expert	1	<ul style="list-style-type: none"> • PG Diploma or Master's degree (full time) in any discipline • Minimum 10 years of experience in education sector <p>OR</p> <ul style="list-style-type: none"> • Retired personnel from Government / relevant Industry with minimum 10 years of experience in education sector (last held position should not be lower than Joint Secretary or equivalent level) <p>OR</p> <ul style="list-style-type: none"> • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service (last held position should not be lower than Joint Secretary or equivalent level) with minimum 3 years of experience in education sector

23	Inventory Management Expert	1	<ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Material Management/ Supply Chain • Minimum 10 years of post-qualification experience in the domain of operations and / or supply chain management and / or warehouse management <p>OR</p> <ul style="list-style-type: none"> • Retired personnel from Government / Defense Services / Paramilitary with minimum 10 years of experience in operations and / or supply chain management and / or warehouse management (last held position should not be lower than Joint Secretary or equivalent level) <p>OR</p> <ul style="list-style-type: none"> • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service (last held position should not be lower than Joint Secretary or equivalent level) with minimum 3 years of experience operations and / or supply chain management and / or warehouse management
24	Mass Campaigns & Events Expert	1	<ul style="list-style-type: none"> • Bachelor's degree (full time) in any discipline • Minimum 10 years of post-qualification experience in Event Management / Campaign Management / Marketing
25	PR Expert, Digital Media	1	<ul style="list-style-type: none"> • Bachelor's degree (full time) in any discipline • Minimum 10 years of post-qualification experience in Journalism / Public Relations / Marketing
26	PR Expert, Electronic Media	1	<ul style="list-style-type: none"> • Bachelor's degree (full time) in any discipline • Minimum 10 years of post-qualification experience in Journalism / Public Relations
27	PR & Media Relations Officer	1	<ul style="list-style-type: none"> • Bachelor of Arts OR other bachelor's degree (full time) in Mass Communication / Journalism / Public Relations • Minimum 2 years of post-qualification experience in public relations / media management
28	Waqf Property Management Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in any discipline • Minimum 10 years of post-qualification experience with at least 4 years of experience in dealing with Sharia Law and Waqf Property Management
29	Technical Expert - Piped Water Supply	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Civil Engineering / Water Engineering and Management / Water Resource Engineering / Hydrology • Minimum 10 years of post-qualification experience

30	Accounts Expert	1	<ul style="list-style-type: none"> • Chartered Accountant (completed) from Institute of Chartered Accountants of India OR Cost & Management Accountant (previously known as Cost Accountant) (completed) from Institute of Cost Accountants of India (previously known as Institute of Cost & Works Accountants of India) OR PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance • Minimum 10 years of post-qualification experience in Finance / Accounting domain.
31	Statistics Expert	1	<ul style="list-style-type: none"> • Bachelor's or higher degree (full time) in Mathematics / Statistics / Economics • Minimum 10 years of post-qualification experience in statistics / data analysis / statistical research
32	Bridge Engineering Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Civil Engineering • Minimum 10 years of post-qualification experience in construction / infrastructure sector OR • Retired personnel from Government / Defense Services / Paramilitary with minimum 10 years of experience in construction / infrastructure sector (last held position should not be lower than Superintendent Engineer or equivalent level)
33	Highway Engineering Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Civil Engineering Minimum 10 years of post-qualification experience in construction / infrastructure sector OR • Retired personnel from Government / Defense Services / Paramilitary with minimum 10 years of experience in construction / infrastructure sector (last held position should not be lower than Superintendent Engineer or equivalent level)
34	Technical Education Expert	1	<ul style="list-style-type: none"> • Master's degree or higher (full time) in Engineering / Technology • Minimum 10 years of post-qualification experience in teaching and / or research positions in engineering and / or technical education colleges in India
35	Tourism Infrastructure Expert	1	<ul style="list-style-type: none"> • Bachelor's degree (full time) OR 3 year diploma or higher (post 10+2, full time) in any discipline. • Minimum 10 years of post-qualification experience in tourism and / or hospitality industry.

36	Public Transport Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Engineering • Minimum 10 years of post-qualification experience in the transport sector OR <ul style="list-style-type: none"> • Retired personnel from Government / Defense Services / Paramilitary with minimum 10 years of experience in transport sector (last held position should not be lower than Joint Secretary or equivalent level) OR <ul style="list-style-type: none"> • At least 10 years of post-qualification experience in Indian Administrative Service / 15 years of post-qualification experience in State Administrative Service (last held position should not be lower than Joint Secretary or equivalent level) with minimum 3 years of experience in transport sector
37	Finance Specialist	1	<ul style="list-style-type: none"> • MBA in Finance / Chartered Accountant. • Minimum 5 years of post-qualification experience in financial planning and / or accounting and reporting
38	Procurement Specialist	1	<ul style="list-style-type: none"> • Bachelor's degree in Civil Engineering / Planning / Urban Planning / Architecture / Geography / Business (full time) • Minimum 5 years of post-qualification experience with at least 2 years of procurement experience
39	Siltation and Canal Management Expert	1	<ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Civil Engineering / Geology / Environmental Science / Environmental Engineering • Minimum 10 years of post-qualification experience in canal and / or siltation management

The list of positions, number of vacancies and essential qualification and experience is representative and for reference purposes only. Actual Positions, No. of Vacancies and Essential Qualification & Experience may change subject to requirement.

10.2 (b) Sample Job Descriptions (For Proof of Concept)

Complete process of hiring (as per technical evaluation criteria 5.5 (6)) against 2 sample job descriptions is to be provided as Proof of Concept for 2 sample Job Descriptions (1 each from Group A and Group B)

S. No.	Group A	Group B
1	IT Expert	District PMU Lead
2	Finance Expert	Data Analyst

All Job Descriptions and marking scheme provided here are for reference only for submission of Proof of Concept as part Technical bid deliverables.

GROUP A

1. IT Expert

1. General Information:	
Position Title:	IT Expert
Reports to:	Additional Director - Program Monitoring
Department:	Bihar Vikas Mission
Job Code:	
2. Organization Chart	
<pre>graph TD; MD[Mission Director] --- ADM[Additional Director - Program Monitoring]; ADM --- PSE[Professional Support Service Experts Panel];</pre>	
3. Key Accountabilities	
Policies	
<ul style="list-style-type: none">• Facilitate development of IT policies and practices for the concerned Departments by providing advice and recommendations, as required• Provide expert advice to Departments in driving and monitoring policies and processes related to all IT aspects	
IT Development	
<ul style="list-style-type: none">• Liaise with senior Department stakeholders to identify and understand IT development needs, as required• Guide the development of systems and applications for concerned Department including ensuring their timely delivery in coordination with relevant internal and external parties (vendors, IT developers etc.) in order to translate the Department needs to the corresponding IT tools and applications• Provide guidance and support to various Departments in implementation of developed and tested IT systems and applications in accordance with established policies and procedures, as required	
IT Operations & Management	
<ul style="list-style-type: none">• Provide guidance in management of IT related infrastructure provided to and used by Departments, in order to ensure uninterrupted operations of IT systems and applications• Ensure the effective provision of application support and troubleshooting of IT systems and applications including liaison with third-party vendors for ensuring satisfaction of Departments	

<p>whilst maintaining uninterrupted operations</p> <ul style="list-style-type: none"> • Provide the required guidance and support to internal and external teams (vendors, IT support teams etc.) to address and resolve high severity and chronic issues / escalations • Plan and lead major / large IT Infrastructure projects and manage rollout, as required • Guide the internal and external teams (vendors, IT support teams etc.) in providing the required on-site support for installation and maintenance of IT infrastructure • Ensure that required training is provided to the concerned staff on updates, enhancement and fixes including the newly implemented projects for both IT applications and infrastructure
<p>Vendor Management</p> <ul style="list-style-type: none"> • Establish, build and manage the relationship with third-party IT vendors in order to facilitate delivery of high quality services in alignment with State's and Department's interests and requirements • Facilitate selection and negotiation with IT vendors ensuring favorable terms and conditions for the concerned Department • Monitor vendor staff activities related to IT development, operations and support in order to ensure that their performance is in accordance with the SLAs and procedures agreed with the concerned Department
<p>Reporting & Documentation</p> <ul style="list-style-type: none"> • Prepare periodic and ad hoc reports to provide insights and necessary information to relevant parties within own team and other Departments, teams and units, in line with defined standards and formats • Recommend and establish appropriate systems and procedures and provide guidance to Departments in development and update of the required documentation related to new IT systems and applications, updates and application fixes
<p>Continuous Improvement</p> <ul style="list-style-type: none"> • Identify opportunities for continuous improvement of systems, processes and practices taking into account international and national best practices, in order to facilitate cost optimization and productivity improvement
<p>Policies, Systems, Processes & Procedures</p> <ul style="list-style-type: none"> • Recommend improvements to functional procedures and follow all relevant departmental policies, processes, standard operating procedures and instructions so that work is carried out in a controlled and consistent manner
<p>Related Assignments</p> <ul style="list-style-type: none"> • Perform other related duties or assignments as directed
<p>4. Qualifications and Experience</p>
<p>Essential</p> <ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Computer Science / IT / Electronics or Master's degree (full time) in Computer Application • Minimum 8 years of post-qualification experience in IT sector
<p>Preferred</p> <ul style="list-style-type: none"> • Less than 70 years of age as on 1st January 2018 • Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) in IT Development / IT Support • Bachelor's degree or higher (full time) in Computer Science / IT / Electronics or Master's degree

(full time) in Computer Application from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time

* NIRF discipline wise rankings will be considered wherever available (like engineering, management and pharmacy in current rankings); for degrees not covered by the NIRF discipline rankings, NIRF Colleges or Universities or Overall Rankings will be considered

5. Knowledge and Other Skills

- Strong leadership and interpersonal skills
- In-depth understanding and knowledge of software and hardware applications
- Advanced knowledge of IT services and system development and application support
- Excellent knowledge of existing & emerging IT trends, technologies and best practices
- Strong vendor management skills

Marking Scheme on Qualification and Experience

Position	Salary (INR per month)	Essential	Preferred
IT Expert	138,250	<p>Bachelor's degree or higher (full time) in Computer Science / IT / Electronics OR Master's degree (full time) in Computer Application</p> <p>Minimum 8 years of post-qualification experience in IT sector</p>	<p>Less than 70 years of age as on 1st January 2020</p> <p>Preferred marking on post-qualification experience in IT Sector: Max 40 marks 5 marks for each additional completed year (over minimum 8 year exp)</p> <p>Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) in IT Development / IT Support - Max 30 marks 5 marks for each completed year of such experience</p> <p>Bachelor's degree or higher (full time) in Computer Science / IT / Electronics or Master's degree (full time) in Computer Application from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time - Max 20 marks University / College / Engineering Institution ranked in NIRF 2019, as applicable. Institutes ranked upto 50: 20 Marks Institutes ranked 51 & above: 10 Marks</p> <p>Education higher than Bachelor's degree in Computer Science / IT / Electronics or higher than Master's degree (full time) in Computer Application - Max 10 marks</p>

2. Finance Expert

1. General Information:	
Position Title:	Finance Expert
Reports to:	Additional Director - Program Monitoring
Department:	Bihar Vikas Mission
Job Code:	
2. Organization Chart	
<pre> graph TD MD[Mission Director] --- ADM[Additional Director - Program Monitoring] ADM --- PSE[Professional Support Service Experts Panel] </pre>	
3. Key Accountabilities	
Policies	
<ul style="list-style-type: none"> Facilitate development of Finance policies and practices for the concerned Departments by providing advice and recommendations, as required Provide expert advice to Departments in driving and monitoring policies and processes related to all Finance aspects 	
Financial Accounting	
<ul style="list-style-type: none"> Ensure that all financial accounting transactions are in compliance with State's policies, procedures, regulatory requirements, and international financial and accounting reporting standards Provide guidance and support in the implementation of financial accounting and general ledger activities in order to ensure accurate measurement and recording of financial transactions in the concerned Department, as required Oversee and assist in smooth functioning of the Reconciliation and Control activities which include reconciliation of various accounts, suspense and control of general ledger accounts in order to ensure timely reporting of reconciliation reports and adherence to external audit report requirements 	
Financial & Regulatory Reporting	
<ul style="list-style-type: none"> Provide guidance and support for Department's financial reporting to determine the financial standing and facilitate the decision making process while ensuring that consolidation activities are conducted as per the established rules and regulations, as required 	

<ul style="list-style-type: none"> • Provide guidance and support in the preparation and generation of regulatory reports and ensure compliance with regulatory requirements in order to monitor and mitigate associated risks • Advise on the development of periodical financial reports ensuring highest standards of quality, accuracy and compliance with national and international financial accounting standards and regulatory requirements
<p>Budget Planning & Control</p> <ul style="list-style-type: none"> • Provide expert advice and facilitate concerned Department's budget planning and expense control processes in line with international standards as well as local guidelines so that planning and control operations are conducted in a standardized manner • Oversee the formulation of expenses control policies and procedures and ensure that Department employees are aware of the same in order to manage their expenses accordingly • Assist in monitoring of financial performance versus the budget in adherence with the State policies and procedures and recommend corrective actions • Facilitate procurement process by providing inputs and advice on commercial aspects of bid / bid, as required
<p>Tax</p> <ul style="list-style-type: none"> • Coordinate with internal Finance team and oversee the tax activities to ensure the concerned Department abides by relevant tax legislations • Assist in the completion of tax returns and the compliance to regulations to identify gaps and take corrective actions accordingly • Provide expert advice and technical inputs on tax-related matters and issues to the concerned Department, as required
<p>Continuous Improvement</p> <ul style="list-style-type: none"> • Identify opportunities for continuous improvement of systems, processes and practices taking into account international and national best practices, in order to facilitate cost optimization and productivity improvement
<p>Policies, Systems, Processes & Procedures</p> <ul style="list-style-type: none"> • Recommend improvements to functional procedures and follow all relevant departmental policies, processes, standard operating procedures and instructions so that work is carried out in a controlled and consistent manner
<p>Related Assignments</p> <ul style="list-style-type: none"> • Perform other related duties or assignments as directed
<p>4. Qualifications and Experience</p>
<p>Essential</p> <ul style="list-style-type: none"> • Chartered Accountant (completed) from Institute of Chartered Accountants of India OR Cost & Management Accountant (previously known as Cost Accountant) (completed) from Institute of Cost Accountants of India (previously known as Institute of Cost & Works Accountants of India) OR PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance • Minimum 8 years of post-qualification experience in Finance domain
<p>Preferred</p> <ul style="list-style-type: none"> • Less than 70 years of age as on 1st January 2019.

- Experience of working in the Ministry of Finance or in the office of Comptroller and Auditor General, Government of India or equivalent office in any State Governments with experience of working at the rank of Director General and above for IAAS or Principal Chief Controller of Accounts or above for ICAS or their equivalents at the state level
 - Chartered Accountant (completed) along with PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance
- OR
- Cost & Management Accountant (previously known as Cost Accountant) (completed) along with PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance

* NIRF discipline wise rankings will be considered wherever available (like engineering, management and pharmacy in current rankings); for degrees not covered by the NIRF discipline rankings, NIRF Colleges or Universities or Overall Rankings will be considered

5. Knowledge and Other Skills

- Strong leadership and interpersonal skills
- In-depth knowledge of financial management, accounting and budget planning and monitoring fields including best practices and latest developments
- Good knowledge of local and international tax system and legislations
- Regulatory and compliance knowledge such as relevant local and international laws and regulations like AML, RBI guidelines etc.
- Strong numerical and analytical skills

Marking Scheme on Qualification and Experience			
Position	Salary (INR per month)	Essential	Preferred
Finance Expert	138,250	Chartered Accountant (completed) from Institute of Chartered Accountants of India OR Cost & Management Accountant (previously known as Cost Accountant) (completed) from Institute of Cost Accountants of India (Previously known as Institute of Cost & Works Accountants of India) OR PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance	Less than 70 years of age as on 1st January 2020. Preferred marking on Total post-qualification Experience in Finance Domain: Max 50 marks 5 marks for each additional completed year (over 8 years minimum exp) Experience of working in the Ministry of Finance or in the office of Comptroller and Auditor General, Government of India or equivalent office in any State Governments with experience of working at the rank of Director General and above for IAAS or Principal Chief Controller of Accounts or above for ICAS or their equivalents at the state level - Max 30 marks 10 marks for each completed year of such experience Chartered Accountant (completed) along with

		<p>Minimum 8 years of post-qualification experience in Finance domain</p>	<p>PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance - Max 20 marks</p> <p>OR</p> <p>Cost & Management Accountant (previously known as Cost Accountant) (completed) along with PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance - Max 20 marks.</p>
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GROUP B

1. District PMU Lead

1. General Information	
Position Title:	District PMU Lead
Reports to:	District Magistrate
Department:	Bihar Vikas Mission
Job Code:	
2. Organization Chart	
<pre> graph TD DM[District Magistrate] --- DPL[District PMU Lead] DPL --- IAO[Impact Assessment Officer] DPL --- MIS[MIS Cell Lead] DPL --- DSC[District Sectoral Coordinators] </pre>	
3. Key Accountabilities	
<p>Planning</p> <ul style="list-style-type: none"> • Provide the required guidance and support to concerned District in creating a detailed work plan which identifies and sequences the activities and defines milestones needed to successfully complete the relevant projects, schemes and initiatives, as required • Contribute to identification and definition of the KPIs and measures upon which the relevant projects, schemes and initiatives will be evaluated by providing inputs for own area, as required • Lead planning activities for own team 	
<p>Monitoring</p>	

<ul style="list-style-type: none"> • Oversee and provide guidance to own team to execute the monitoring, analysis and reporting activities and resolve any issues / escalations as required, to ensure timely and effective reporting of progress of relevant schemes and initiatives and facilitate management decision-making • Track the progress of relevant District projects, schemes and initiatives on a real time basis, provide periodic updates to relevant District officials (District Magistrate, District Collectors etc.) and identify course corrections if required • Conduct periodic reviews (weekly, monthly, quarterly etc.) with relevant District, Department and BVM officials, discuss progress, highlight gaps and issues and devise corrective actions • Liaise with Nodal Data Analytics Centre and Department PMU and ensure provision of required District level data, analysis and reports to facilitate monitoring and analysis at an organizational level, as required • Address and troubleshoot issues and escalations and define and facilitate implementation of creative solutions to ensure timely and effective resolution, as required
<p>Coordination & Advisory Support</p> <ul style="list-style-type: none"> • Liaise with relevant District officials to discuss, understand and advise on their requirements related to technical and managerial expertise and ensure provision of relevant experts from own team in order to meet those requirements • Liaise with various District, Department and BVM stakeholders (District Magistrate, Nodal Data Analytics Centre etc.) and provide the required support and assistance to ensure effective and efficient planning and implementation of projects, initiatives and activities • Coordinate activities of different verticals and identify opportunities to leverage cross-project strengths to take advantage of new opportunities
<p>Relationship Management</p> <ul style="list-style-type: none"> • Build and maintain strong relationships with and support key internal and external stakeholders including existing Bihar Government officials, other Government officials, retired bureaucrats, corporates, think tanks, institutions, experts from various fields and other relevant parties • Manage and coordinate with external stakeholders in the interest of the organization to drive positive outcomes
<p>Reporting</p> <ul style="list-style-type: none"> • Provide insights to concerned District and BVM stakeholders, at request or at own initiative, regarding quantitative and qualitative developments of various schemes and initiatives, by means of periodical and ad hoc reports and / or analyses • Guide own team to prepare timely and accurate reports to meet relevant Department and BVM requirements
<p>Team Management</p> <ul style="list-style-type: none"> • Organize and supervise the activities and work of subordinates to ensure that all work within own area is carried out in an efficient manner which is consistent with the defined policies and procedures • Attract, lead and motivate employees and ensure adequate staffing within own team • Provide on-the-job training and constructive feedback to subordinates to support their overall development
<p>Continuous Improvement</p> <ul style="list-style-type: none"> • Identify opportunities for continuous improvement of systems, processes and practices taking into account international and national best practices, in order to facilitate cost optimization and productivity improvement
<p>Policies, Systems, Processes & Procedures</p> <ul style="list-style-type: none"> • Recommend improvements to functional procedures and direct the implementation of instructions

and controls within own area so that all activities are conducted in compliance with risk, audit, and regulatory requirements while delivering a quality, cost-effective service
<p>Related Assignments</p> <ul style="list-style-type: none"> • Perform other related duties or assignments as directed
<p>4. Qualifications and Experience</p>
<p>Essential</p> <ul style="list-style-type: none"> • PG Diploma (2 years full time) or Master’s degree (full time) in Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development • Minimum 3 years of post-qualification experience
<p>Preferred</p> <ul style="list-style-type: none"> • Less than 40 years[#] of age as on 1st January 2018 • Experience in project monitoring and data / MIS / business analysis • Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) on project monitoring and capacity building aspects • PG Diploma (2 years full time) or Master’s degree (full time) in Management / Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development (full time) from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time <p>[#] Age limit for SC / ST (Male/Female) domicile / resident of Bihar – 45 years Age limit for BC / EBC (Male/Female) domicile / resident of Bihar – 43 years Age limit for General (Female) domicile / resident of Bihar – 43 years</p> <p>* NIRF discipline wise rankings will be considered wherever available (like engineering, management and pharmacy in current rankings); for degrees not covered by the NIRF discipline rankings, NIRF Colleges or Universities or Overall Rankings will be considered</p>
<p>5. Knowledge and Other Skills</p>
<ul style="list-style-type: none"> • Strong leadership, stakeholder management and interpersonal skills • Excellent knowledge of project / program design, monitoring and implementation methods, tools and techniques • Ability to clearly, concisely and accurately report on project / program progress and outcomes to relevant stakeholders • Strong analytical skills

6. Competencies		Basic	Proficient	Expert
i.	Strategic/Innovative Thinking		✓	
ii.	People First			✓
iii.	Consultation and Consensus Building		✓	
iv.	Initiative & Drive			✓
v.	Problem Solving			✓

Educational Qualification & Experience			
Position	Salary (INR per month)	Essential	Preferred
District PMU Lead	75,750	PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development Minimum 3 years of post-qualification experience	Less than 40 years of age as on 1st January 2020. Preferred marking on Total post-qualification Experience: <u>Max 35 marks</u> <i>5 marks for each additional completed year (over 3 years minimum experience)</i> Experience in project monitoring and data / MIS / business analysis - <u>Max 25 marks</u> <i>5 marks for each completed year of such experience</i> Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) on project monitoring and capacity building aspects - <u>Max 20 marks</u> <i>5 marks for each completed year of such experience</i> PG Diploma (2 years full time) or Master's degree (full time) in Management / Business Administration / Finance / Economics / Public Policy / Social Work / Development Studies / Rural Development (full time) from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time - <u>Max 20 marks</u> <u>University / College / Management Institution ranked in NIRF2019, as applicable.</u> <i>Institutes ranked upto 50: 20 Marks / Institutes ranked 51 & above: 10 Marks</i>

2. Data Analyst

1. General Information	
Position Title:	Data Analyst
Reports to:	MIS & Analytics Cell Lead; Data Analysis Lead
Department:	Bihar Vikas Mission
Job Code:	
2. Organization Chart	
<pre> graph TD A[Department PMU Lead] --> B[MIS & Analytics Cell Lead] B --> C[Data Analyst] D[Nodal Data Analytics Center Lead] --> E[Data Analysis Lead] E --> F[Data Analyst] </pre>	
3. Key Accountabilities	
<p>Data Analysis</p> <ul style="list-style-type: none"> Analyze collected data for own area, look for trends, patterns and root causes, keep track of all relevant findings and share results with relevant stakeholders in BVM and State departments Use mathematical modeling techniques to translate trends, patterns and (causal) relationships into forecasts or predictive models Interact with relevant stakeholders in BVM and State departments, units and teams to support in interpretation of analysis and insights Liaise with relevant State departments, units and teams in order to collect needed information to facilitate the intended analysis and report findings Provide recommendations and insights, at request or at own initiative, by collecting, interpreting, and editing State departments and programs and schemes related data and processes Respond to ad-hoc analysis requests from own team and other departments, units and teams in a timely manner in order to ensure operational effectiveness and support decision making Liaise with relevant teams (like IT etc.) to ensure the data architecture and design of databases meet team requirements and ensure databases are run and maintained in line with defined standards and procedures Participate in / provide inputs for own area to development of processes that steer the management of data throughout the organization Ensure proper documentation and archiving of relevant files and records ensuring ease of access and data retrieval 	
Reporting	

<ul style="list-style-type: none"> • Assist team in the preparation of timely and accurate reports to meet team and department requirements • Prepare periodic and ad hoc reports to provide insights and necessary information to relevant parties within own team and other departments, teams and units, in line with defined standards and formats
<p>Continuous Improvement</p> <ul style="list-style-type: none"> • Identify opportunities for continuous improvement of systems, processes and practices in order to facilitate cost optimization and productivity improvement
<p>Policies, Systems, Processes & Procedures</p> <ul style="list-style-type: none"> • Follow all relevant policies, processes, standard operating procedures and instructions so that work is carried out in a controlled and consistent manner
<p>Related Assignments</p> <ul style="list-style-type: none"> • Perform other related duties or assignments as directed
<p>4. Qualifications and Experience</p>
<p>Essential</p> <ul style="list-style-type: none"> • Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application • Minimum 1 year of post-qualification experience as a data or business analyst
<p>Preferred</p> <ul style="list-style-type: none"> • Less than 40[#] years of age as on 1st January 2018 • Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) on MIS and data analysis projects • Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time <p>[#] Age limit for SC / ST (Male/Female) domicile / resident of Bihar – 45 years Age limit for BC / EBC (Male/Female) domicile / resident of Bihar – 43 years Age limit for General (Female) domicile / resident of Bihar – 43 years</p> <p>* NIRF discipline wise rankings will be considered wherever available (like engineering, management and pharmacy in current rankings); for degrees not covered by the NIRF discipline rankings, NIRF Colleges or Universities or Overall Rankings will be considered</p>
<p>5. Knowledge and Other Skills</p>
<ul style="list-style-type: none"> • Advanced data and statistical analysis & numerical ability • Good knowledge of reporting procedures and formats • Typing speed of minimum 30 words per minute in Hindi and minimum 40 words per minute in English • Ability to generate reports in an accurate manner • High computer literacy skills • High proficiency in using MS office suite of products (MS Excel, MS PowerPoint etc.)

6. Competencies		Basic	Proficient	Expert
vi.	Strategic/Innovative Thinking		✓	
vii.	People First	✓		
viii.	Consultation and Consensus Building	✓		
ix.	Initiative & Drive		✓	
x.	Problem Solving	✓		

Educational Qualification & Experience			
Position	Salary (INR per month)	Essential	Preferred
Data Analyst	41,350	<p>Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application</p> <p>Minimum 1 year of post-qualification experience as a data or business analyst</p>	<p>Less than 40 years of age as on 1st January 2020</p> <p>Preferred marking on total post-qualification experience as a data or business analyst: Max 50 marks <i>5 marks for each additional completed year (over 1 year minimum experience)</i></p> <p>Experience of working with state / central government / bilateral / multilateral organizations (e.g. World bank, DFID, UNDP, ADB) on MIS and data analysis projects - Max 20 marks <i>5 marks for each completed year of such experience</i></p> <p>Bachelor's degree or higher (full time) in Statistics / Mathematics / Engineering / Science / Computer Application from any of the institutes as published under the National Institutional Ranking Framework issued by MHRD and / or QS World University Rankings, as updated from time to time - Max 20 marks <u>University / College / Engineering Institution ranked in NIRF2019, as applicable.</u> <i>Institutes ranked upto 50: 20 Marks Institutes ranked 51 & above: 10 Marks</i></p> <p>Education higher than Bachelor's degree (full time) in Statistics / Mathematics / Engineering / Science / Computer Application - Max 10 marks</p>

11. Enclosures

Enclosure 1 – Draft Agreement

AGREEMENT FOR SERVICES

This Agreement for Services entered into on the date _____

BETWEEN

Bihar Vikas Mission, a society registered under the Societies Registration Act, 1860 and having its registered office at Bihar State Building Construction Corporation Campus, Hospital Road, Rajvanshi Nagar, Patna 800023, Bihar, hereinafter referred to as “**BVM**”, which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns and successors in business of the FIRST PART

AND

_____, a company registered under the Companies Act 1956
having its registered office at

_____ hereinafter referred to as “**Agency**” which expression shall unless it be repugnant to the context be deemed to include its permitted successors and assigns of the OTHER PART.

WHEREAS

1. BVM has been formed to “Ensure implementation in mission mode, fixation of priorities, monitoring of achievements under targets of programs and other resolution of seven resolves for developed Bihar within programs of Good Governance 2015-20, Agriculture Road Map, Human Development Mission, Skill Development Mission, Infrastructure Development and Industrial Incentives”
2. BVM had sought proposals as per the notice inviting tenders called “Empanelment of Recruitment Agency for hiring manpower at Bihar Vikas Mission enabling to achieve the stated goals and objectives” with reference number BVM/_____ dated _____ issued by BVM hereinafter called “Request For Empanelment” or “RFE”, from reputed recruitment agencies to help in hiring of BVM positions as approved by its Governing Body.
3. The Agency having represented to BVM that it has required professional skills, personnel and technical resources to carry out the services mentioned in the RFE.
4. BVM has accepted the Technical proposal of the Agency through their bids to the RFE and clarifications and / or presentations to provide services to BVM as per the Terms and Conditions set forth herein vide Letter of Empanelment dated _____.
5. Pursuant to this understanding, the Parties have mutually agreed to execute this Agreement on certain specific terms and conditions hereinafter specified. Included are:

Annexure A	Scope of Services – Recruitment Process Management Services
Annexure B	Service Level Agreement (SLA) and Engagement Fee
Annexure C	Exclusions to this Agreement
Annexure D	RFE issued vide Ref No. BVM/2019-20/HR/01dated 10-Oct-2019

6. The Agreement shall be designated by the Number BVM/____<unique agreement number>_____/20__ dated _____ 20__, which will be referred to in all correspondence.

HENCE THIS AGREEMENT IS NOW MADE AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1 **“Agreement”** shall mean this Agreement and annexure(s) attached herewith and shall include any subsequent written modifications and amendments thereto.
- 1.2 **“Candidates”** shall mean suitably qualified persons, who fulfill the job requirements’ criterion of BVM, and who are interested in exploring employment opportunities with BVM.
- 1.3 **“CVs / Resume”** shall mean bio data of such persons, as described in 1.2 hereinabove, who are interested in exploring employment opportunities with BVM
- 1.4 **“Job openings”** shall mean any open job position to be filled by a suitable candidate assigned to Agency by BVM
- 1.5 **“Job offer”** shall mean an offer for employment to a candidate after successful screening and interview procedures by BVM
- 1.6 **“Experience”** shall mean the net years of experience of a candidate, to whom an offer for employment has been made by BVM, on the date of joining of the candidate
- 1.7 **“Interview”** shall mean face to face assessment procedures undertaken in relation to candidates being considered for Job openings at BVM
- 1.8 **“Engagement Fee”** shall mean professional charges payable to the Agency by BVM, towards delivering various services as detailed in this agreement
- 1.9 **“Confidential Information”** shall mean all specialized technical know-how, information, data and other confidential and proprietary information including but not limited to commercial, legal, financial, technical, marketing, business related and artistic information relating to the business of BVM, employees, partners, etc., which may be furnished by BVM or the partner to which the Agency or BVM may have access pursuant to this Agreement, whether protected under law or not.
- 1.10 **“Party”** and **“Parties”** shall mean BVM and the Agency individually or collectively as the context may require.
- 1.11 **“Services”** shall mean the services relating to recruitment process management and candidate sourcing required to be provided by the Agency to BVM under the terms of this Agreement or any attached and agreed upon Scope of Services set out in *Annexure A* attached herewith.
- 1.12 **“Gross Salary”** shall mean sum total of monthly base pay, housing allowance, medical reimbursement, and conveyance allowance. Excludes any other allowance / reimbursement that may be provided to BVM employees.
- 1.13 **“Third Party Vendors”** shall include any organization(s) that the Agency may involve towards fulfilment of various services (including psychometric assessment, background verification process) listed in the scope of this agreement.

2. APPOINTMENT OF THE AGENCY

- 2.1 BVM hereby appoints the Agency for providing the Services to BVM in India under the terms and conditions stated under this Agreement.
- 2.2 BVM reserves its right to extend / renew the appointment of the Agency for such period or periods as may be necessary, depending upon the exigencies relatable to the Services for which the Agency is engaged by BVM.

2.3 The Agency shall exercise its best endeavors to ensure that the Services are provided to BVM in an effective and timely manner in accordance with the terms and conditions of this Agreement. In providing the Services, the Agency shall ensure that only such Candidates who are eligible and suitable for the job descriptions as communicated by BVM to the Agency and put into writing, shall be submitted to BVM, so that BVM can select the most appropriate candidates.

3. PERFORMANCE OF SERVICES

3.1 The Agency shall provide the necessary equipment, personnel and render the Services in an efficient and timely manner as contemplated under this Agreement. The Agency agrees to exercise all efforts to render the services in workmanlike manner with professional diligence and skill in accordance with the specifications and requirements of BVM.

3.2 BVM shall provide the job descriptions and / or other requirements in order to enable the Agency for providing Services under this Agreement.

4. CONSIDERATION

4.1 Subject to the provisions of this Agreement, BVM will pay the Agency for the Services provided under this Agreement in accordance to the terms and conditions attached in *Annexure A and Annexure B* of this Agreement.

4.2 All payments received by the Agency in providing Services to BVM pursuant to this Agreement under this Agreement, are subject to deduction of relevant taxes. All applicable government taxes and duties of whatever nature will be charged extra at prevalent rates by the Agency.

4.3 The engagement fees are inclusive of expenses which will be borne by the Agency. All engagement specific expenses listed below but not limited to, will not be paid separately by BVM to the Agency:

- a) Travel and boarding / lodging expenses of the Agency to visit BVM office(s) or any other location for rendering services to BVM.
- b) Hiring of an external venue (if required).
- c) Travel reimbursements (if any) paid to the outstation candidates.
- d) Cost of conducting any other specific activities, advertisements or campaigns.
- e) Communication expenses of any nature.
- f) Cost of conducting any kind of tests, if required, including (but not limited to) psychometric analysis, cognitive ability tests, background verifications, etc.
- g) Any other out of pocket expenses made.

4.4 Agency will raise an invoice for all successfully joined candidates after the candidate has joined BVM, in accordance with the terms and conditions of this agreement & its annexure and the financial proposal that would be submitted by the Agency against specifications of recruitment provided by BVM. The invoices raised should clearly indicate deductions on account of penalty as per Clause 14 of this agreement. The invoices raised should be supported with details of deductions, as applicable.

4.5 No relocation costs, joining bonus, notice period payout etc will be borne by BVM.

4.6 BVM will make payment of all undisputed invoices within thirty (30) days.

4.7 No mobilization cost or upfront fee or advance will be payable to the agency.

5. BANK GUARANTEE / PERFORMANCE GUARANTEE

5.1. Bank Guarantee – The one time security deposit of Rupees 5,00,000/- (Five Lakhs only) in form of Bank Guarantee in favour of BIHAR VIKAS MISSION (valid for 3 years 6 months from the date of issue of letter of empanelment) submitted by the Agency will be held by BVM for the entire term of the Agreement. The security deposit will be returned to the Agency 6 months after completion of

the term of the agreement (as per Clause 11 of this Agreement) with the agency which is 3 years or after 6 months of cancellation of the agreement, subject to satisfactory discharge of assignments awarded to the agency.

The Bank Guarantee may be invoked upon:

- Non-participation of the agency in commercial bid
- Any breach by the Agency of the obligations under the Agreement and the RFE, for reasons attributable to the Agency on account of the same.

5.2 Performance Guarantee - The Agency, upon being L1 in commercial bid (financial proposal), will provide a Performance Guarantee (PG) totaling to 10% of the Gross expected fee payable to the Agency, as per the work order awarded.

- 2% of the Gross expected fee as PG will be payable by the Agency in advance to BVM at the time of award of work order, through Demand Draft payable in favor of BIHAR VIKAS MISSION.
- Balance 8% of the Gross expected fee as PG will be deducted from every invoice that the Agency raises on BVM for payment.
- The PG will be returned after the successful discharge of services by the Agency, as mentioned in the Scope of Services, pursuant to the final payment to the Agency as per Clause 4 hereinabove or after the expiry of 180-days from the date of joining of the last hiring made by the Agency.

6. INDEMNIFICATION

Agency indemnifies and holds BVM and its officials harmless from and against any loss, damage or liability suffered by BVM resulting from any breach of this Agreement or any other agreement or statutory obligations by, negligence or willful misconduct of, the partner or any person engaged by it to perform the Services.

Agency indemnifies and holds BVM and its officials harmless from and against any claim brought against it or its employees, agents and directors etc. by a third party alleging that the Services or any material furnished in the performance of the Services by Agency infringes the patent, copyright, trademark, design right, trade secret or other intellectual property right of the third party.

Indemnification value will be capped at the value of the agreement awarded. All liability will be limited to the value of the agreement awarded.

7 OBLIGATIONS of BVM

7.1 BVM shall provide at a minimum, the following to the Agency and its employees for its performance under this Agreement.

- Job Descriptions for each job to be hired by BVM
- Details of Bihar Government's Reservations' Policy
- Hygienic work space along with internet connectivity for onsite resources of Agency, if necessitated and mutually agreed by both parties.
- Access to BVM cafeteria (if any).

7.2 BVM shall detail the requisition for recruitment of Candidates from time to time with regard to the number of Candidates.

7.3 BVM shall notify the Agency in writing in the event of any change in the requirements in relation to the Services required by BVM

- 7.4 BVM shall ensure the required co-operation for the purposes of this Agreement and also on issues like important dates, policies and code of conduct.
- 7.5 BVM will not solicit or entertain direct application from any candidate for recruitment against positions that have been offered to empanelled agencies for hiring.
- 7.6 BVM will provide access to various stakeholders within its organization including business managers, human resource personnel and key management executives as may be required for successful execution.

8. GOVERNING LAW AND ARBITRATION

This Agreement will be governed by all applicable laws of India. Any difference or dispute or claim arising out of or in relation to this Agreement, which is not resolved by the Parties amicably, shall be resolved by arbitration under and in accordance with the Indian Arbitration and Conciliation Act, 1996 by the Development Commissioner, Government of Bihar. All arbitrations will be in English and the seat of arbitration will be Patna, Bihar. Patna High Court will have exclusive jurisdiction. The award given by the arbitrator shall be final and binding on both the Parties.

9. RECORDS AND INSPECTION

- 9.1 The Parties shall maintain complete and accurate records for the Services provided by under this Agreement for a period of at least one (1) year even after the expiry or termination of this Agreement.
- 9.2 The Agency and BVM represents and warrants to the other party that all records to be maintained and reports to be furnished under this Agreement shall be complete and accurate in all material respects.

10. CONFIDENTIALITY

The Parties recognize that, by virtue of this Agreement, it will be given and have access to Confidential Information. The Parties undertake not to divulge or communicate to any person other than the job applicants, upon approvals, (unless required by law or by any regulation or by any governmental authorities or with proper authority) or use or exploit for any purpose whatsoever, any of the Confidential Information which the Parties may receive or obtain as a result of entering into this Agreement and the Parties shall use its reasonable endeavors to prevent its officers, employees or agents if any from doing so. This obligation and restriction on the Parties shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of either Party, or was already known to the Party prior to the disclosure by. In this regard, the Agency shall execute and cause all its employees, personnel, etc, providing Services under the Agreement to execute a Non-Disclosure Agreement with BVM, in a form and manner acceptable to BVM.

11. TERM AND TERMINATION

- 11.1 The duration of this Agreement shall be initially for a period of 3 (Three) years commencing from _____ 20__ (“**Effective date**” i.e. date of entering into this agreement) with an option to extend further periods on mutual consent.
- 11.2 Either Party may terminate this engagement with a minimum 90 days written notice. In the event either party wants to terminate this agreement without prior notice then, the party interested in the foreclosure will be liable to pay a termination fee of INR 200,000 (Rupees two lakhs) for every 5 (five) days short of assigned notice period of 90 days.

- 11.3 The terms of this agreement are limited to the scope of work highlighted in Annexure A of this agreement. The terms of any future engagements may be discussed and mutually agreed. The terms of this agreement will have no bearing whatsoever on the terms of future engagements.
- 11.4 Either Party may terminate this Agreement by written notice of ninety (90) days. In the event a party terminates this Agreement, the Agency will be paid for all work performed under this Agreement up to the date of termination except for any disputed payment or Services.
- 11.5 In no event either party shall claim any amounts by way of liquidated damages or consequential damages such as loss of direct or indirect profits, loss of reputation and goodwill or any other payments as a consequence of termination, other than any entitlements arising under the sub-clause 11.3
- 11.6 BVM may decide to continue the use of some of the services provided by the Agency as per the terms of this Agreement or at terms mutually agreed upon.
- 11.7 In case the services of the Agency are not found satisfactory, or there is a breach of any of the terms & conditions of the agreement and / or fails / neglects to carry out any instruction issued to it by BVM from time to time, the same can be terminated by BVM on giving a notice of one month.

12. CONSEQUENCES OF TERMINATION

- 12.1 In the event BVM hires a candidate after expiry or termination of this agreement but such candidate has been referred or processed (one or all of the listed activities) by the Agency and hired by BVM as a direct result of Agency's efforts, Agency shall be entitled to relevant engagement fees as per the following terms:

For candidate(s) who was recommended for the position by the agency, the Agency shall be entitled to relevant engagement fees for every candidate who joins BVM anytime within 6 months of the date of expiry of this agreement, subject to the condition that:

- i. The candidate was recommended by the agency in the final short list of recommended candidates and the Agreement expires before conduct of interview for the position.
- ii. The Agreement expires after conduct of interview for the position.

Provided that, such hiring will not be towards replacement as defined under Replacement Provisions of Annexure B.

- 12.2 Upon termination of this agreement by either party, Agency agrees to transfer or destroy, at BVM's option, all BVM related information artifacts, including but not limited to user accounts, application form and related documents such as resumes, documents, all communication with any applicant and any BVM-generated software artifacts within 30 days.
- 12.3 The Agency will provide BVM all the data being managed on Agency software / application in a standard CSV data format in cases of termination or completion of the agreement. The Agency will not be responsible for data migration to any existing or new IT system / application that BVM may decide to use post the termination of the agreement.
- 12.4 BVM may decide to continue the use of some of the services provided by the Agency as per the terms of this agreement or at terms mutually agreed upon.

13. MISCELLANEOUS

- 13.1 Force Majeure: In the event, if either Party is prevented from performing or is unable to perform any of its obligation under this Agreement resulting directly from causes beyond the reasonable control of such Party, such as but not limited to, acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, explosions, fires, earthquakes, floods, transportation embargoes, epidemics, acts of government,

its agencies or officers, or any other legitimate cause beyond the reasonable control of the Parties invoking this Section and if such Party shall have used its best efforts to mitigate its effects, such Party shall notify the other Party of the occurrence of such cause in writing and the time allowed for performance by the effected Party will be extended for the duration of such cause. Notwithstanding the foregoing, if such Party is not able to perform within two (2) months after the event giving rise to Force Majeure, then the other Party shall have the right to terminate this Agreement by giving one (1) month's written notice. Neither Party shall be liable to the other Party for any reason with respect to the termination of this Agreement as a result of an event of Force Majeure.

- 13.2 Entire Agreement: This Agreement shall constitute the entire agreement between the Parties hereto relating to the subject matter thereof, and there are no oral statements, representations, warranties, undertakings or agreements between the Parties except as provided herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto OR acknowledgement over official mail IDs. Subsequent schedules or addendums can be added with mutual agreements and will be considered as whole part of this Agreement.
- 13.3 Publication: The Agency hereby expressly agrees that it will keep the existence and nature of this Agreement confidential and any announcement or circular relating to the existence or the subject matter of this Agreement shall first be approved by BVM as to its content, form and manner of publication. The Agency shall not publicize any information pertaining to this Agreement and also shall not provide any information to the media as to the recruitment process, methods, projections etc relating to BVM without seeking the prior written consent of BVM.
- 13.4 Waiver: It is expressly understood that if both Party on any occasion fails to perform any term of this Agreement and the other Party does not enforce that term, the failure to enforce on that occasion shall not prevent enforcement on any other occasion.
- 13.5 Severability: Each section of this Agreement is severable. If any provision is held unenforceable by a court of competent jurisdiction, such ruling shall not impair any other provision that remains intelligible and all other provisions shall continue in effect.
- 13.6 The Agency shall not use any logo, trademark or other form of marks related to BVM in any of its advertising, marketing or other business purpose whatsoever without the prior written permission of BVM.
- 13.7 Third Party Usage: The Agency will not empanel other recruitment sourcing vendors for all "Candidate Sourcing" led activities as mentioned in Annexure A. For additional services such as Assessment & Interviewing, Background checks etc. the Agency may use services of other trusted third party vendors (if required) under written intimation to BVM.
- 13.8 Non Solicitation: Agency shall not, on behalf of its clients, directly solicit any BVM employee to leave BVM's employment during the term of this agreement and up to twelve (12) months after the termination of this agreement.
BVM will not solicit, directly or through any third party, any Agency employee to leave Agency's employment during the term of this agreement and up to twelve (12) months after the termination of this agreement.
- 13.9 Fall Clause - The price charged for the services offered under this agreement shall in no event exceed the lowest price at which the agency delivers the services or offers to sell services of identical description to any persons/organizations including the purchaser of any department of the Central Government or any Department of the State Governments or any statutory undertaking of the Central or State Government, as the case may be during the period till the performance of the work order placed and during currency of the agreement is completed.
If at any time during the said period, the agency reduces the service price, sells or offers to deliver such services to any person / organization including the purchaser or any department of

Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under this agreement, the agency shall forthwith notify such reduction / sale or offer to sale to the Bihar Vikas Mission and the price payable under the agreement for the services supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced.

13.10 Risk purchase - The Agency will deliver the services as per terms and conditions of the agreement and work order. In case the agency fails to execute the order either in terms of timeline or quality, BVM reserves the right to procure the same services from elsewhere at the risk and cost of the agency and any extra expenditure incurred due to this purchase is payable by the agency.

14. PENALTY

14.1 The Agency should ensure that screening of applications and short listing for interviews at all stages is done accurately and in compliance to essential criteria (given in job descriptions) and appropriate marks / points are awarded as per marking scheme in evaluation of candidates.

If on receipt of **initial shortlist of recommended candidates** for interviews, it is found by BVM that the screening is not done correctly, BVM will impose a penalty on the basis of number of errors in the submissions made. For the purpose of calculation of errors, following guidelines would apply:

- i. **“Initial shortlist of candidates recommended for interview”** will be considered as the base list whereas **“Final shortlist of candidates recommended for interview”** will be treated as the final list. (Refer Section 2(A) of Annexure A for details)
- ii. In the final list, one or more changes (e.g. Category, Marks, Eligibility etc.) in candidate’s data from base list will be collectively considered and counted as one error in screening of the candidate.
- iii. For the purpose of identification and calculation of error in the hiring, following instances in the hiring process would be considered as incorrect screening and short listing:

Error Code	Type of Error	Explanation
E1	Error in Marking	If, in the final list, there is any change in score / marks which was awarded to the applicant in the base list.
E2	Error in Category	If, in the final list, there is change in category of the applicant from the category indicated in the base list.
E3	Error on Short listing – “Eligible Candidate” not recommended	Where a candidate who is found eligible on the essential qualification criteria but was not included by the agency in the base list submitted to BVM by agency and is recommended in final list for interview, at later stage.
E4	Error on Short listing – “Ineligible Candidate” submitted as “Eligible”	Where a candidate who is found ineligible on the essential qualification criteria was included in the base list submitted by the agency to BVM.
E5	Miscellaneous Errors	Any other action on the part of the agency which is not covered above and which adversely affects candidature of genuinely eligible candidates.

iv. For each position, penalty will be applicable as per the formula below:

$$\text{Penalty} = 50\% \times \frac{\text{Total Hiring Fee for that position as mentioned in work order} \times (\text{No. of Errors})}{(\text{Total Number of candidates recommended for the position})}$$

- Total number of candidates recommended for the position will include candidates recommended in the base list and any other subsequent recommendations made by the agency till publication of the final list.
- **Penalty on account of error will be capped at Maximum of 50% of Total Hiring Fee, as mentioned in the work order for the position and as quoted by the agency in commercial bid for the position.**

14.2 The Agency would provide initial shortlist of recommended candidates to BVM for positions awarded to it within 60 days from the issue of work order to the Agency. In case Agency is not able to do so, 5% of the total hiring fee for the position (amount for which work order has been issued) will be deducted by BVM as penalty on account of unsatisfactory performance.

Further, if the Agency is not able to provide initial shortlist of requisite candidates to BVM for positions awarded to it within 90 days from the issue of work order to the Agency, 10% of the total hiring fee (amount for which work order has been issued) will be deducted by BVM as penalty on account of unsatisfactory performance.

RELATIONSHIP BETWEEN PARTIES

The Parties hereby expressly agree that either party shall not be deemed either directly or indirectly to be the employer, franchiser, agreement or principal of the other party or the staff / employees of the party and this Agreement has been executed expressly on a principal to principal arrangement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.

BIHAR VIKAS MISSION

....<Name of Agency>.....

Signature

Signature

.....
Member Secretary, Bihar Vikas Mission

.....<Name>.....
.....<Designation>.....

Witness

Witness

Signature

Signature

.....
Chief General Manager, Bihar Vikas Mission

.....<Name>.....
.....<Designation>.....

Date:

Date:

Annexure A - Scope of services

Recruitment Services

BVM'S REQUIREMENTS

BVM has empanelled the Agency to meet its hiring needs in the State of Bihar. The Agency will support fulfillment of these requirements, by taking complete responsibility of candidate sourcing & process management activities.

ENGAGEMENT PERIOD

The current engagement is for a period of 3 (three) years from the Effective Date.

SCOPE OF SERVICES

The scope of services offered to meet BVM's requirements is sourcing service, where in Agency will be involved in all stages of sourcing of selected candidate. The services offered are:

1. Candidate Sourcing Services
2. Recruitment Process Management
3. Process Oversight and Improvement

1. CANDIDATE SOURCING SERVICES

1.1 Planning and Strategy

Agency will develop appropriate candidate sourcing strategy to fulfill the various skill set requirements at BVM and will keep BVM informed.

Recruitment Plan

- i. A Period of total 60 days from award of work order would be provided to submit category-wise merit-based initial shortlist of candidates recommended for interview, for positions awarded to the agency.
- ii. The Agency would develop and submit a time bound activity based plan based on the positions and number vacancies as awarded in the work order.
- iii. The agency will create and share the detailed project plan including recruitment process, timelines, advertisement formats, social media campaign strategy etc. with BVM within 10 days of issue of work order.
- iv. The Agency would design and deploy an online application portal customized to the requirement of the positions with clear guidelines for candidates for filling online application, provision of uploading all relevant documents and provision for auto generated marking based on marking scheme as provided by BVM.

Sourcing Plan

- Based on the recruitment plan and market landscape / talent availability, determine the sourcing channels to be used for developing pipeline of resumes
- Set targets for different sourcing channels and allocate resources accordingly
- Develop an estimate on the number of profiles to be sourced for better sourcing to hire efficiency

Candidate Sourcing: Candidate sourcing will require multiple efforts on the part of Agency like online application, online advertisement, print advertisement, targeted search and selection, utilizing own internal databases etc.

- i. Online Application: **Candidate sourcing will require inviting online applications on the portal / website for at least 15 clear days, which is mandatory.** The online portal created by the Agency to solicit applications from candidates should have the required features so that applications of only those candidates are accepted who meet the essential criteria for a particular position and that the screening process is streamlined for both the Agency and BVM. The portal should have the following features (including but not limited to):

- a. The online portal should have requisite filters and features so that applications of only those candidates are accepted who meet the essential criteria for a particular position and unwanted applications are automatically rejected by the portal. The filters should be for essential qualification and essential experience given in the job description of a position.
 - b. The online portal should have a feature that allows the candidate to upload all necessary documents for verification of his / her identification, qualification, experience and other criteria given in the job description. Uploading of documents for essential qualification and essential experience given in job description of a particular position should be mandatory and the portal should not accept the application until these documents are uploaded by the candidate. For preferred criteria given in job description of a particular position, the candidate should be mandatorily required to upload documents for whichever criteria he / she is eligible for and thus, he / she enters details for.
 - c. BVM will provide marking scheme for each position along with job descriptions at the time of inviting commercial bids. The online portal should incorporate the marking scheme and ensure that submitted applications are automatically marked based on the scheme.
 - d. On final submission of application by the candidate on the online portal, the portal should inform the candidate (in the form of email / downloadable message / notification etc.) regarding confirmation of application form submission and auto-generated marks.
- ii. **Other Sourcing channels and Methodologies:** The agency must use the following talent sourcing channels and methodologies:
- a) **Print Media Job Advertisements:** Agency must issue prominent job advertisements on their own cost, in leading national and regional newspapers in both Hindi and English language like Hindustan Times / Times of India / Dainik Jagran / Hindustan etc. The advertisements should be published in, Bihar and adjoining editions as well as metro city editions of the newspapers. Upon publication of the advertisements, the agency will submit a report with proof / screenshot of publishing all such advertisements.
 - b) **Online Job Advertisements:**
 - Inviting applications on the online application portal has to be done mandatorily done for at least 15 clear days. In addition, during the duration of online application, the Agency must issue advertisements on leading online job portals for all positions - Naukri.com, IIMJobs.
 - Agency must also issue online advertisements on relevant development sector job sites for jobs where requisite experience is more than 7 years – DevNetJobs India.
 - The agency would submit the position-wise list of job sites on which the agency plans to publish the advertisements. Upon publication of the advertisements, the agency will **submit a report with proof / screenshot of publishing all such advertisements.**
 - c) **Targeted Search & Selection:** The Agency must conduct a targeted search and selection activity by mapping, identifying and approaching individuals who are employed in (including but not limited to) other National and State PMUs, development schemes, programs and Societies in other States of India and individuals employed with relevant bilateral and multilateral organizations (like World Bank, ADB, DFID, UNICEF etc.) and NGOs. This is to ensure that candidates with relevant qualifications and experience are identified and that they are made aware of the recruitment drive of BVM and the opportunity on offer

- Agency should maintain a list of such organizations and associated candidates (PMUs, societies, schemes, bilateral and multilateral organizations, NGOs) where it has done targeted search and selection and must **submit Mapping Sheet to BVM in support of their efforts**.
- iii. In addition to the above mentioned job sites and news papers, Agency may choose to run social media campaign and / or issue advertisements on other platforms / websites / newspapers, as deemed necessary.
 - iv. Before publishing advertisement, Agency will share the list of all websites, newspapers, platforms etc. where it plans to run the promotion campaigns and advertise the positions and get a formal sign-off from BVM. BVM can suggest changes to the list submitted and based on mutual agreement, Agency will incorporate the changes and advertise accordingly.
 - v. For advertisement of the jobs, the agency will do so of their own accord and will bear all the required expenses. Any of the above-mentioned campaigns (including but not limited to) will be carried out after written approval of BVM on the content.
 - vi. BVM reserves the right to use any of the applications / resumes received for positions advertised for its recruitment drive, for its own purposes even outside the current agreement or after the period of current agreement is completed.

2. RECRUITMENT PROCESS MANAGEMENT

Agency being expert in process management in the recruitment domain, should offer efficient management of the recruitment process at BVM. The processes management services that the agency will provide are listed below:

A. Application and Document Screening

- Perform various checks of profile including academic credentials, role fitment, skill fitment, communication; analyze gaps (age, academic, professional, category, eligibility etc.), basic screening of professional credentials and seeking explanations on obvious deviations.
- Screening of applications on the basis of information and documents provided by the candidate to clearly establish the eligibility and auto-generated marks.
- Prepare complete list of applicants (**List of Provisionally Eligible and Ineligible candidates**) clearly indicating their marks, eligibility or otherwise (along with reasons for changes in marks or eligibility, if any), post-screening by the agency.
- The Agency would publish all such lists (all lists should be identifiable with Position Name, Reference number and date / time of publication) and other related information on the application website as well as submit the same to BVM for records and further processing.
- The Agency should submit the category-wise merit based **INITIAL shortlist of candidates recommended for interview within 60 days** of issue of work order. Before submission of the above list to BVM, related activities should be completed and following lists / information should be published by the agency on the website / portal as well as submitted to BVM.
 - List of eligible candidates with their auto-generated marks and post-screening marks. All instances of change in applicant's data including auto-generated marks; category etc. should be supported with reasons.
 - List of ineligible candidates / not interested candidates / candidates not being moved to further process with reasons.
 - Notice regarding invitation of grievance from applicants.
 - Position-wise redressal of grievances received, clearly indicating the changes done in eligibility, marks, category or any other data of the applicant along with reasons.

If the above activities / publication of lists are not completed before submission of initial shortlist of candidates recommended for interview to BVM, the submission would not be accepted.

- The agency would redress all observation / remarks provided by BVM on the initial shortlist by re-examining the observation / remarks supported by documents and using their professional expertise.
- Post-redressal of BVM observations, the agency would submit to BVM and publish on website the category-wise merit based **INTERIM shortlist of candidates recommended for interview** and invite grievance from applicants and provide their appropriate redressal within timelines.
- Upon redressal of grievances received on interim shortlist, the agency would submit to BVM and publish on website category-wise merit based **FINAL shortlist of candidates recommended for interviews**, compliant with all reservation guidelines of Government of Bihar. All related information such as reasons for change in eligibility / marks / category etc. should also be submitted to BVM as well as published on website.
- Minimum 48-hour window should be provided to candidates to submit their objection or grievances, if any. All grievances received must be properly recorded and disposed.
- The Agency will ensure that all documents required for establishing claims (including but not limited to DOB, Category etc.) made by the applicant in the online / offline application and post-screening marks are submitted along with submission of Initial shortlist of candidates recommended for interview. No supporting documents would be accepted by BVM after submission of the initial shortlist by the Agency.
- The agencies should start sharing position-wise initial shortlist of candidates and should not wait to complete shortlist for all positions.
- The Agency should screen all applicants for a position before submitting / publishing List of Provisionally Eligible and Ineligible candidates. Any submissions made on partial screening would not be accepted.
- If any candidate withdraws from the hiring process at any stage, the agency should maintain proper documentation and record of the same. In case of candidate withdrawal from shortlist for interview, next candidate in the merit list may be proposed subject to case-to-case discussion with BVM.

B. Duplication Check

- Establishing mechanism for duplication check and integrating it with the workflow
- Addressing concerns and providing clarification to various sourcing channels

C. Interest Check

- Evaluate the candidates' understanding of the role and provide basic orientation
- Understanding key drivers and motivation of the candidate in the context of role under consideration
- Exercise various probing techniques to understand the underlying factors that could drive candidate's decisions
- Tagging the profile to the relevant position

- D. Internal Interview by Agency (If Applicable)
- Creating centralized repository of interview panel members
 - Standardization of candidate marking systems
 - Creating alert mechanisms for reminders (Candidates, Interview Panel)
- E. Psychometric Profiling / Cognitive Ability Test (as applicable for the position)
- F. Assisting in Interview scheduling at BVM premises - Issuance of interview call letters to the candidates recommended for interview by the agency and ensuring complete coordination with such candidates for participating in the interviews to be conducted by BVM.

Agency will share with BVM and provide detailed information, as and when required by BVM, on:

- **Its process, plan details, kinds of screenings (including but not limited to templates, marking patterns, background verification etc.)**
- **The Agency should ensure that the candidates identified should not have any police record / criminal record against them in the BGV report being submitted.**

H. Minimum Number of Candidates to be Recommended for Interview

The Agency will recommend candidates who are eligible on the Qualification and Experience parameters and also suitable on other parameters as mentioned in the respective job description. The Agency shall establish relevant experience as required for the position through supporting documents submitted by the applicant along with the application. The Agency will be responsible for the accuracy and the fairness of screening and assessment.

The number of candidates in the FINAL shortlist of candidates recommended for interviews being submitted by the Agency should be minimum 5 (five) times the number of vacancies for the position in each category.

The agency would confirm availability of candidates recommended for interview at least one week in advance from the schedule intimated by BVM. In cases where the shortlisted candidates communicate their unavailability on the scheduled date, the agency would maintain & share all such record in writing and recommend next shortlisted candidate(s) to maintain the requisite ratio of candidates for interviews.

Second Opportunity to Agency: After interviewing the recommended candidates, if the position still remains open owing to any circumstances whatsoever, the Agency will be given another one opportunity window of maximum 20 days to present shortlist of candidates for each such position. The agency would ensure that it exhausts list of eligible candidates from the first opportunity before initiating fresh sourcing.

In the event, the Agency is unsuccessful to help BVM hire for the position even after the second attempt, BVM reserves the right to revoke the position's work order from the Agency or provide another opportunity.

If BVM is not able to conduct interviews, for reasons whatsoever, **within 60 (sixty) working days** after receiving initial shortlist of recommended candidates, the Agency will not be held responsible for the non-availability of candidates from the initial shortlist. In such cases, the Agency would still be responsible to submit additional shortlists to maintain the requisite ratios of candidates for interviews by BVM.

I. Back Ground Verification Report

The Agency would perform background verification and submit Back Ground Verification (BGV) report of the provisionally selected candidates in the interviews by BVM, clearly indicating the agency's recommendation whether the candidate is recommended for joining, based on the findings in the BGV report. The BGV Report should cover relevant academic qualifications, previous work experiences, credentials, testimonials and other particulars as mentioned by the candidate in his/ her application. The BGV report should also indicate that the candidate have no adverse police record / criminal record against the candidate.

The Agency will provide list of applicants received from all channels for the jobs and Agency will mutually agree on the format(s), frequency and sharing method of each report. The Agency will provide detailed information as and when required by BVM.

The Agency will handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of Bihar and/or decision of Humble Supreme Court / High Court.

3. PROCESS OVERSIGHT AND IMPROVEMENT

Agency brings in expertise in SLA and metrics driven recruitment processes.

Dashboard and Status Reports

- The agency would provide to BVM a “view and download only” access of the database of all the applications received for all the positions awarded in work order. The agency would ensure to share / submit all relevant documents received from the candidates through database or FTP or other appropriate method.
- Standardization of reports and dashboards on status updates and regularly publishing them to all stakeholders.

Reports generation and metrics

- Agency to maintain candidate tracker
- Agency to maintain periodic and cumulative reports on parameters like CVs received, shortlisted, rejected etc
- Agency to maintain Source Efficiency Report: Total CVs received, Duplicates, Reject Outright, Interview Reject, In process

BVM and Agency will mutually agree on the format(s), frequency and sharing method of each report.

Within 10 days from award of the work order, the Agency will present and jointly agree with BVM on their Planning, Sourcing and Operations strategy document for Scope of service as mentioned in this annexure. (Also refer 1.1(iii) of Annexure – A). The document will include, but not limited to, recruitment and sourcing plan, period of inviting online applications, screening and assessment proposed including any specialized tests and MIS reports. The document may be jointly reviewed as and when deemed necessary.

RESOURCE DEPLOYMENT AND ORGANIZATION STRUCTURE

Agency will allocate off-site and / or on-site resource(s) to manage all transactional activities and a Program Manager to overlook the engagement details. Off-site resources will be deployed at Agency premises, on a need basis.

Agency shall engage the following personnel to accomplish the deliverables:

1. Project Manager – 1 (One)
2. Assistant Project Manager / Recruiter – 3 (Three)
3. Offsite Sourcing team – As per requirement

The Project Manager will be located at Agency's site (and would be available at BVM office, if necessary) and will be responsible for the overall project's performance and will undertake the following responsibilities:

- Executive Oversight and Engagement
- Drive overall governance and compliance
- Workflow design & automation
- Engagement Satisfaction
- Monitor SLA compliance and drive continuous improvement
- Day-to-day interaction with the onsite resource and issue resolution
- Coordinating any change management. Any changes in the organizational structure, strategy, reporting mechanism etc. will be communicated to the offsite team
- First level of escalation point for the BVM team
- Represent Agency at review and feedback meetings

Onsite Resource: At least one of the Assistant Project Manager / Recruiter proposed in the technical bid is required to be present full-time at BVM office during the project (After the submission of Initial Shortlist of Recommended Candidates or as mutually agreed between BVM and the Agency). The Onsite resource will be located at BVM's office premises (as required) and will be responsible for all day to day interactions and recruitment process management.

Any changes to the resources being provided i.e. Project Manager or Assistant Project Manager / Recruiter (whose profiles have been shared during the Technical Evaluation stage), unless called for or approved by BVM or in case of their separation from Agency's employment, will lead to 10% fee reduction of the total fee paid payable to the Agency. Agency can, in writing, request for changes to team members and it will not be binding upon BVM to approve of the same.

ANNEXURE B

Service Level Agreement (SLA) and Engagement Fee

Engagement Fee

Candidate Sourcing Fee will be calculated on the basis of the financial proposal that would be submitted against specifications of recruitment provided by BVM. Financial proposal format will be provided by BVM at the time of releasing specifications of recruitment to all the empanelled agencies.

Financial proposal ("Commercial quote") as and when requested for and submitted by the Agency, will form an integral part of the Agreement.

In case of a tie on rates quoted by the agencies, work order will be awarded to the agency that has scored higher on technical proposal evaluation submitted in response to the RFE.

Service Level Agreements & Metrics

The following metrics will be tracked through the engagement.

Offer Abort – If the work order for a position is revoked, BVM will inform the Agency to reopen the positions and number of days for submission of shortlists will be, calculated from that day.

Hiring on hold – If BVM puts on hold any position that has been awarded in the work order, the calculation for number of days to submit short lists will exclude the period for which the position was on hold. If the period on hold is more than 30 days, the position will be deemed to be closed and the position will be reopened on the day when BVM informs Agency.

Job Description, Marking Scheme and Timelines: A position's Job description and marking scheme will not change once the work order has been awarded. The timelines will also not change under normal circumstances; however same may be changed on a mutually agreed basis during the hiring process.

The job descriptions and marking schemes for the positions will be shared with the agency before seeking commercial quote in each phase.

Terms and Conditions

- **Responsibility and Validity:** Responsibilities of Agency will be related to the scope of work. Any change in scope or number of hires, may involve changes in the commercials and service levels.

- **Profile Validity:** Profiles sourced by Agency will have a validity of 6 months for all positions in BVM.

- **Replacement Provisions**

- a. If a candidate leaves BVM or is relieved due to performance issues within 180 days of joining, (measured by the date of separation and not resignation) Agency will find a suitable replacement within 60 days or refund the engagement fees (if already paid) or will be adjusted against any payable bills.

- b. Such replacement or refund is subject to the condition that the exit of the candidate has not occurred due to the following reasons:

- BVM has not made any adverse changes to the offered salary, title/designation, role and responsibilities offered to the candidate at the time of joining.
- Termination without cause.
- Changes in any of the Terms & Conditions offered at the time of joining.

- c. Replacement is mandatory and no refunds will be made even if BVM decides not to work on a replacement. Refunds will be made only if Agency fails to provide the replacement within the above mentioned duration.

- d. For each position, BVM will wish to create a wait-list of candidates in the event the main shortlisted does not join or separates before the period of 180-days after joining. Any replacement done from the wait list created by BVM, even after the period of 180-days, will not attract an engagement fee in favor of the Agency.

- **Liability**

- a. In case BVM decides to make an adverse change in terms of offer OR decides to withdraw the offer altogether, then for the purpose of billing all offers will be considered as successful joining. Exceptional cases to this will be background verification failures, unreasonable extension to confirmed joining dates etc.

Annexure C

Exclusions to this Agreement

This agreement will not include the following -

- Talent branding (including marketing collateral) – specific campaigning or contests or propaganda that will enhance employer brand which include quiz, paper presentation contests sponsorships, advertisements etc.
- Executive search services
- Technology integration – this refer any integration required with any non-Agency System
- Data migration or data entry – Data, here refers to resumes of candidates or any other forms etc that require migration to the Agency’s specific system. Data migration beyond that of the last 6 months prior to the date of signing the agreement will be excluded from the scope.
- Candidate relocation and on boarding services – includes liaison with various internal and external parties to enable on-boarding of employee or reimbursements to any candidate for relocations.

Annexure D

RFE issued vide reference number BVM/2019-20/HR/01 dated 10-Oct-2019

Enclosure 2 – Format of Bank Guarantee (BG)

Guidelines for Bank Guarantee

This guarantee has to be furnished by a Nationalised Bank / Scheduled Commercial Bank authorised by RBI to issue a Bank Guarantee.

The Bank Guarantee should be furnished on Stamp paper of appropriate value.

Format of Bank Guarantee (BG)

Bank Guarantee No.:	Issuing Bank: _____
Date of Issue:	[insert: Bank's Name and Address of Issuing Branch or Office]
Effective Date:	
Expiry Date:	Beneficiary: <u>BIHAR VIKAS MISSION</u>
Value of B.G.:	

To,
Bihar Vikas Mission,
Bihar State Building Construction Corporation campus,
Hospital Road, Rajvanshi Nagar,
Patna – 800023

Whereas consequent to your Request for Empanelment (RFE) Ref. No.: BVM/_____ dated _____, you have issued a letter of empanelment vide Memo No. BVM / _____ dated _____ to M/s _____, having its office at _____ (hereinafter referred to as "the Agency") to empanel the Agency for hiring manpower at Bihar Vikas Mission.

Whereas as per the terms of the RFE and Agreement for Services to be executed between Bihar Vikas Mission and the Agency, the Agency has to submit a Bank Guarantee in favour of BIHAR VIKAS MISSION.

And whereas, we, _____ Bank, having our branch office at _____ (hereinafter referred to as "the Guarantor") on the request of the Agency hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding **Rs. 5,00,000/- (Rupees Five Lacs Only)** in the event of non-participation in commercial bid and / or any breach by the Agency of the obligations under your said RFE/Agreement, for reasons attributable to the Agency for the same.

This Guarantee shall be limited to an amount not exceeding Rs. 5,00,000/- (Rupees Five Lacs Only). You may raise a demand on us in writing stating the amount claimed under the

Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Agency, we the Guarantor shall make the payment under this Guarantee to BIHAR VIKAS MISSION on written claim / demand.

We the Guarantor, further confirm that a mere letter from the Bihar Vikas Mission that there has been a breach by the Agency of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Agency, indulgence to Agency by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Agency.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Agency. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. 5,00,000/- (Rupees Five Lacs Only). This Guarantee shall remain in full force and effect for a period of 3 years 6 months from the date of issue of letter of empanelment i.e. ____ Day of _____, 20____ and shall expire no later than ____ Day of _____, 20____. Any Demand for payment under this must be received by us at this office on or before that date.

This guarantee will not be discharged due to any change in the constitution of the Bank or the Agency.

For _____
(Branch and Bank)

With Date and Rubber Stamp

Enclosure 3 – Format for affidavit to be submitted by bidder along with the bid documents

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of
• 100/-. The stamp paper has to be in the name of the bidder)*

I (Name and designation) appointed as the authorized signatory of the bidder (including its constituents), M/s _____ (hereinafter called the Bidder) for the purpose of the RFE documents as per the RFE No. _____ of Bihar Vikas Mission, do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. I/we the bidder (s) am/are signing this document after carefully reading the contents.
2. I/We the bidder(s) also accept all the conditions of the tender and have signed all the pages in confirmation thereof.
3. I/we hereby declare that I/we have downloaded the tender documents from Bihar Vikas mission (BVM) website <https://www.bvm.bihar.gov.in/> and have verified the content of the document from the website and there is no addition, no deletion or no alteration to the content of the RFE document. In case of any discrepancy noticed at any stage i.e. evaluation of tenders, execution of work or final payment of the contract, the master copy available with the BVM Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/We also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we understand that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of Bid, it shall lead to forfeiture of the bid EMD. Further, I/we (insert name of the bidder) _____ and all my/our constituents understand that my/our offer shall be summarily rejected.
8. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
9. We are not blacklisted / debarred by any Central / State Government / Agency of Central / State Government of India or Public Sector Undertaking / any Regulatory Authorities in India for any kind of fraudulent activities.
10. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee.

Authorised signatory
SEAL AND SIGNATURE OF THE BIDDER

Enclosure 4 – Pre-Qualification Criteria Checklist

S. No.	Pre-qualification requirement	Documentary document required	Page No.	Details of the Document Submitted
1	Earnest Money Deposit	Bank Draft of Rs 3,00,000 (Rs Three Lakh only) in favour of BIHAR VIKAS MISSION Affidavit from Authorised Signatory (Refer Enclosure 3 for affidavit format)		
2	The bidder should be registered in India under the Indian Companies Act 1956 or a registered Partnership Firm or a registered Limited Liability Partnership firm (LLP) and should be operational in India for a minimum period of 5 years within last 7 years.	a) Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.		
b) Financial Statement / Service Tax return / GST return / Income tax return for the years in operation, certified by Auditor.				
c) Please attach details as per Format in Form 1				
3	The bidder should have minimum annual revenue of Rupees 5 Crores from Recruitment during each of the last three declared financial years. (FY 2016-17, 2017-18, 2018-19)	Copy of audited financial results for last three declared financial years of recruitment revenue is to be attached, certified by the auditor. (Refer Form 2)		
4	The bidder should be registered with relevant authorities required for its conduct of business.	Copy of the following documents to be submitted by the bidder:		
PAN				
GST Registration				
E.P.F. Registration and / or E.S.I. Registration				
5	The bidder should be <u>in the line of business for minimum period of 5 years.</u> The bidder should possess experience of providing end-to-end recruitment services (in India) for equivalent similar positions. Size of such client organisation should be minimum of 3000 employee and / or annual revenue / project value of at least 500 crore.	Copy of Work Order / Copy of Payment order / Engagement Letter (clearly establishing work undertaken in all 5 years) <i>Supporting document regarding employee strength / annual revenue / project value such as client certification / webpage copy certified by Bidder</i>		
6	The bidder should have a minimum of 20 full time employees (Recruitment Consultants) on its payroll in India.	Self-certificate from authorised signatory(Refer Form 4)		

7	Details of Authorised Signatory	Certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to submit bid(s), discuss, sign agreements /contracts with BVM.		
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Enclosure 5 – Technical Evaluation Criteria Checklist

S. No.	Technical Evaluation Criteria / Definition	Maximum Marks	Criteria-wise Cut-Off Marks	Page No.	Details of the Document Submitted
1	<p>Experience of the bidder in the line of business for providing end-to-end recruitment services in India irrespective of total experience of the bidder</p> <p><i>For minimum 5 years – 5 marks</i></p> <p><i>1 additional mark for every additional year of experience upto a maximum of total 8 marks.</i></p> <p>Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached.</p> <p>Copy of <u>Work Order / Copy of Payment order / Engagement Letter</u> along with Financial Statements (P&L statement, Income Tax return / Service Tax Return / GST Return) for the years in operation, certified by Auditor.</p>	8	5		
2	<p>Experience of the bidder in the line of business of providing end-to-end recruitment services for positions in the <u>Government / PSU / Development and related sector (Multi-lateral, Bi-lateral funding agencies etc. such as United Nations and its allied organisations, World Bank, ADB etc.)</u>; irrespective of total experience of the bidder</p> <p><i>1 mark for every year of such experience upto a maximum of total 6 marks.</i></p> <p>Copy of Work Order / Copy of Payment order / Engagement Letter (for each financial years) to establish period of providing required services</p> <p>(Refer form 3 of Section 10.2 Forms for submission)</p>	6	0		

3	Business generated by the bidder from recruitment (Average of last 3 financial years 2016-17, 2017-18, 2018-19)	5	3		
	(Maximum of total 5 marks)				
	Rs 5 crore – Upto Rs 10 crore: <i>3 Marks</i>				
	> Rs 10 crore – Upto Rs 15 crore: <i>4 Marks</i>				
	> Rs 15 crore – <i>5 Marks</i>				
<i>(Refer form 2 of section 10.2 Forms for submission)</i>					
4	Experience of Bidder of working with large organizations (in India) having	5	3		
	(Maximum of total 5 marks)				
	Employee Strength \geq 3000 and / or Annual Revenue / Project Value between 500-700 crore – 3 Marks				
	Employee Strength $>$ 4000 and / or Annual Revenue / Project Value between 701-1000 crore – 4 Marks				
Employee Strength $>$ 5000 and / or Annual Revenue / Project Value between $>$ 1000 crore – 5 Marks					
Copy of Work Order / Copy of Payment order / Engagement Letter (for each financial years) to establish period of providing required services					
<i>Supporting document regarding employee strength / annual revenue / project value such as client certification / webpage copy certified by Bidder.</i>					
5	CVs of personnel proposed by the Bidder (Maximum 26 marks)	26	12		
	<u>Project Manager</u> – 1 (One) – Maximum 8 Marks <i>(on meeting both minimum education and experience criteria in full)</i>				
<u>Minimum Education:</u> PG Diploma / Master Degree in Human Resource					
<u>Minimum Experience:</u> At least 8 years of work-experience with minimum 4 years of experience in hiring for State / Public / PSU / Development Sectors / Bi-lateral or multi-lateral agencies.					
<u>Assistant Project Manager / Recruiter</u> – Minimum 3 (Three) Resources - Total 18 Marks					
<i>(6 Marks on each CV - on meeting both minimum education and experience criteria in full)</i>					
<i>At least one of the Assistant Project Manager</i>					

<p><i>/ Recruiter is required to be present full-time at BVM office during the project</i></p> <p><u>Minimum Education:</u> PG Diploma / Master Degree in Human Resource</p> <p><u>Minimum Experience:</u> At least 4 years of experience with minimum 2 years of experience in hiring for State / Public / PSU / Development Sectors / Bi-lateral or multi-lateral agencies</p> <p><i>(Refer Form 5 of section 10.1 Forms for submission of CVs and supporting documents)</i></p>				
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<p>Proven ability to deliver Recruitment consulting work through use of well-researched tools and methodologies - Maximum 6 Marks</p> <p>Recruitment & Selection Tools (Candidate Data Base Management System) proposed to be used – <i>Maximum 2 Marks</i></p> <p>Psychometric Assessment Tool – <i>Maximum 2 Marks</i></p> <p>Back Ground Verification Tool – <i>Maximum 2 Marks</i></p> <p>Provide screenshot / sample reports and brief description on how the tools will be used for BVM recruitment.</p>	6	3		
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<p>Proposed Approach & Methodology (Total 24 marks)</p> <p>Understanding of the assignment and proposed approach & methodology and their applicability to meet assignment’s objectives. – (Total 8 marks)</p> <ul style="list-style-type: none"> · On the basis of sample positions, submit project plan indicating timelines for deliverables - (Maximum 3 Marks) · Details of sourcing methodology to be adopted - (Maximum 3 Marks) · Incorporation of relevant reservation guidelines of Government of Bihar in result preparation - (Maximum 2 Marks) <p>Proof of Concept (PoC) – Complete process of hiring against 2 sample job descriptions. (Total 16 marks)</p> <p>Provide PoC for 2 sample Job Descriptions (1 from each Group A and Group B, Refer Section 10.2 (b))</p> <ul style="list-style-type: none"> · Provide at least 3 CVs against each JD. Specifically highlight the relevant sections of candidates’ CV that match the JD criterion – <i>Maximum 6 Marks</i> 	24	12		
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	<p><i>(1 mark for each correct CV against essential qualification and experience requirement of the JD for the position)</i></p> <ul style="list-style-type: none"> · Provide Marking Summary based on marking scheme (Refer 10.2 (b)) for each position for each sample CV – <i>Maximum 6 Marks</i> <p><i>(1 mark for each correct marking summary)</i></p> <ul style="list-style-type: none"> · Provide all relevant documents with the CV for at least 1 sample CV against each of the 2 positions, specifically highlighting the relevant sections in documents against which candidate has been marked – <i>Maximum 4 Marks</i> <p><i>(2 marks for each CV complete with relevant documents)</i></p>				
8	<p>Number of full-time Recruitment consultants on the payroll of the bidder.</p> <p>20 – 30 Consultants – 6 marks</p> <p>31 – 40 Consultants – 8 marks</p> <p>> 41 Consultants – 10 marks</p> <p><i>(Refer form 4 of section 10.2 Forms for submission)</i></p>	10	6		
9	<p>Team Presentation</p> <p>Quality of technical presentation (Maximum 5 Marks)</p> <p>Presence of proposed team member and their involvement (Maximum 3 Marks)</p> <p>Ability to respond to queries (Maximum 2 Marks)</p>	10	6		

Enclosure 6 – Explanation of penalty deductions

As per the provisions of clause 14 of the Agreement for services between Bihar Vikas Mission (BVM) and the Agency, penalty will be applicable if screening is not done correctly and also on account of delay in submission of shortlist of requisite candidates. The following methodology would be adopted:

Part A: Deductions on account of error in screening / short list

- As per clause 14.1 (iv) of the agreement for services, For each incorrect screening and short listing, **penalty = 50% x total hiring fees of that position x number of errors ÷ total no. of shortlisted candidates for the position**
- The calculation of penalty to be applicable on account of errors would be calculated on the basis of change in status / data (Marks / Candidature / Category etc.) of the applicants from the **initial short list of recommended candidates** in the **final short list of recommended candidates** by the agency.
- For the purpose of identification and calculation of error in the hiring, following instances in the hiring process would be considered as incorrect screening and short listing:

Error Code	Type of Error	Explanation
E1	Error in Marking	If, in the final list, there is any change in score / marks which was awarded to the applicant in the base list.
E2	Error in Category	If, in the final list, there is change in category of the applicant from the category indicated in the base list.
E3	Error on Short listing – “Eligible Candidate” submitted as “Ineligible”	Where a candidate who is found eligible on the essential qualification criteria but was not included by the agency in the base list submitted to BVM by agency initially and was included is recommended in final list for interview, at later stage.
E4	Error on Short listing – “Ineligible Candidate” submitted as “Eligible”	Where a candidate who if found ineligible on the essential qualification criteria was included in the base list submitted by the agency to BVM.
E5	Miscellaneous Errors	Any other action on the part of the agency which is not covered above and which adversely affects candidature of genuinely eligible candidates.

- Total number of candidates recommended for the position will include candidates recommended in the initial short list and any other subsequent recommendations made by the agency (due to reasons such as rejection of previously recommended candidate / inclusion of new candidates) till publication of the final list.
- Calculation of penalty on account of error in screening / short listing of candidates who have been added to short list subsequently should be calculated separately.

- An example is illustrated below:

A	B	C	D	E (C+D)	F	G
No. of vacancies	No. of candidates recommended initially	No. of rejections (Error code: E4) (excluding not interested)	No. of other errors in initial short list (Error code: E1+E2+E5)	Total number of errors in initial short list	No. of candidates additionally recommended (excluding not interested)	No. of errors in additional candidates recommended (Error code: E1+E2+E3+E4+E5)
60	150	20	60	80	25	5

- Penalty on errors in initial short list $P_i = 50\% \times \text{total hiring fees (THF)} \times 80 (E) \div 150(B)$
- Penalty on errors in additional short list $P_{ii} = 50\% \times \text{THF} \times 5(G) \div 155 (B - C + F)$
- Total Deduction = $P_i + P_{ii}$

Penalty	THF (Total Hiring Fee)	E	B	Penalty Amount
P_i	100,000	80	150	$50\% \times 1,00,000 \times 80 \div 150 = 26667$
Penalty	THF (Total Hiring Fee)	G	B-C+F	Penalty Amount
P_{ii}	100,000	5	155	$50\% \times 1,00,000 \times 5 \div 155 = 1613$

(Where $(B - C + F)$ is effective number of eligible short listed candidates after recommendation of additional candidates)

It is to be noted that Penalty on account of error will be capped at Maximum of 50% of Total Hiring Fee, as quoted by the agency in commercial bid for the position.

Part B: Deductions on account of late submission

As per clause 14.2 of the agreement for services, deductions on account of late submission of initial **short list of recommended candidates** (As mentioned in Annexure A, Section 2 of the Agreement) will be applicable as follows:

S. No.	Amount to be Deducted (As a % of Total Hiring Fee for the Position i.e. Amount for which work order has been issued)	Condition
1	5%	If the Agency is not able to submit <u>initial shortlist of recommended candidates</u> for the position awarded to it within 60 days from issue of work order
2	10%	If the Agency is not able to submit <u>initial shortlist of recommended candidates</u> for the position awarded to it within 90 days from issue of work order