



## **REQUEST FOR PROPOSAL**

Onboarding Service Provider for LAN & Wi-Fi  
Networking and Augmenting with the existing  
network in the Premises of  
**Rashtrakavi Ramdhari Singh Dinkar College of Engineering,  
Begusarai**

RFP Number:-NIT-002

**Issued on 17/03/2024**

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**Rashtrakavi Ramdhari Singh Dinkar College of Engineering, Begusarai**  
**Department of Science, Technology and Technical Education**  
**Government of Bihar**

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## 1. Abbreviations and Definitions

<b>Abbreviations</b>	<b>Descriptions</b>
AP	Access point
DSTTE	Department of Science, Technology and Technical Education
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
FAT	Final Acceptance Test
GST	Goods & Service Tax
INR	Indian Rupees
IP	Internet Protocol
LOI	Letter of Intent
LAN	Local Area Network
NIT	Notice Inviting e-Tender
PBG	Performance Bank Guarantee
PAN	Permanent Account Number
PSU	Public Sector Undertaking
SLA	Service Level Agreement
UOM	Unit of Measures

## 2. Notice Inviting Tenders

1. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai has been constituted under the Department of Science, Technology and Technical Education, Government of Bihar to cater to the needs of technical education. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai intend to invite bids from eligible entities On boarding Service Provider for LAN & Wi-Fi networking and augmenting with the existing network in the institute Premises as mentioned in the tender document.
2. The contract will be signed between Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the successful agency/bidder.
3. To participate in the e-tendering process, the bidder/agency are required to get themselves registered with [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).

### 4. Schedule of Events:

Sn.	Event Description	Timeline
4.1	Last date & time of downloading the RFP	Till <b>02/04/2023</b> up to <b>5:00 PM</b> , on <a href="http://eproc2.bihar.gov.in">eproc2.bihar.gov.in</a>
4.2	Pre-bid meeting	at <b>08/04/2024 AM</b>
4.3	Submission (upload) of online bidding document.	<b>12/04/2024 till 5:00 PM</b> , on <a href="http://eproc2.bihar.gov.in">eproc2.bihar.gov.in</a>
4.4	Submission of EMD	Offline by <b>11/04/2024</b> to Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai
4.5	Opening of Technical Bid	<b>13/04/2024</b> on the <a href="http://eproc2.bihar.gov.in">eproc2.bihar.gov.in</a>
4.6	Opening of Financial Bid	<b>15/04/2024</b> on <a href="http://eproc2.bihar.gov.in">eproc2.bihar.gov.in</a>
4.7	Pre- bid meeting venue	Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai <b>and Complete Address</b>
4.8	Contact person	<b>Principal</b> Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai  Mobil no: Email ID: <a href="mailto:rdsdce@gmail.com">rdsdce@gmail.com</a>

### Note

- i.) Interested bidders may obtain further information about this Notice Inviting Tender (NIT) from the office Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai.
  - ii) No tender will be accepted after closing date and time in any circumstances.
5. Bidder may also download the tender document available from [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and submit the tender by using the downloaded document.
  6. The Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai will select the bidder based on Least Cost Selection (LCS) method for Onboarding Service Provider for LAN & Wi-Fi networking and augmenting with the existing network in the Institute Premises.
  7. The tender shall be accompanied by **Earnest Money Deposit (EMD) of Rs. 25,000/-** (Twenty-five thousand rupees only) in the shape of Demand Draft from any Schedule Bank in favour of
  8. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai .The technical and financial bids must be submitted through [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) before the date and time specified in the tender document. The Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet

- Connection, Network Traffic/ Holidays, or any other reason.
9. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) at the respective stage(s) only.
  10. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
  11. The bids must be uploaded (e-mode/online) at the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
  12. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **section 4**.
  13. The Earnest Money should be deposited on or before the closing date & time indicated above in the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai ,failing which the tenders will be treated as late tender and would be summarily rejected. Proof of the same shall be uploaded on the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) during the bid submission.
  14. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai the tenders/EMD will be opened/received on the next working day at the scheduled time.
  15. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
  16. For further enquiry and information, contact the following officer during office hours **10:00** AM to 5:00 PM Name: ROHIT KUMAR (Assistant Professor), Contact- 8171922422.
  17. All further notifications/Corrigendum/Addendum if any shall be posted on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
  18. When reading this document if you identify any errors or omissions, please advise Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai in writing, in 5 calendar days, giving a brief description of the problem, its location within document and your contact details.

#### **Confidentiality**

This document contains privileged and confidential information pertaining to the “Onboarding Service Provider for LAN & Wi-Fi networking and augmenting with the existing network in the Institute Premises” at Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai .The access level for the document is specified above. The addressee should honour access rights by preventing intentional or accidental access outside access scope.

**Principal/ Principal In charge**  
Rashtrakavi Ramdhari Singh Dinkar College of  
Engineering , Begusarai

### 3. Instruction to Bidders

- a. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai invites Proposals from experienced and eligible service provider for LAN & Wi-Fi networking and augmenting with the existing network in the Institute Premises (All Academic, Examination Hall, Auditorium, Administrative Residential, Hostel Blocks, outdoor open area etc.) of the Institute campus.
- b. The bidder shall submit his bid/tender on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- c. The bidder may use their Digital Signature Certificate (DSC) if they already have. They can also take Digital Signature Certificate (DSC) from any of the authorized agencies.
- d. For user-id they must get registered themselves on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority (TIA).
- e. Bids not submitted, as per the above Performa / Instructions mentioned in this RFP document, will be summarily rejected.
- f. The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- g. The bidders shall upload the scanned copies of all the relevant certificates, documents etc. with indexing and paging, in support of their eligibility criteria / technical bids and other certificates /documents on the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- h. The bidder shall digitally sign the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- i. The rate quoted by the bidder shall remain same throughout the contract period including any extension thereon. No increment in rates would be permitted in any circumstances.
- j. The Bidder is obliged to work closely with Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai ,act within its own authority and abide by directives issued by Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai from time to time.
- k. All the required documents should be attached at the proper place and with proper nomenclature (as mentioned in the e-forms) otherwise the tender of the bidder will be rejected.
- l. The bid (technical and financial details of the bidder) shall be submitted on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time (closing date and time for uploading the tender and submission of EMD as mentioned in Clause 4, Notice Inviting Tender (NIT)) shall not be considered and would summarily be rejected.
- m. The decision of Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the bidder.
- n. In case of any disputes on execution of the work during the period of contract, the decision of the principal, Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai shall be binding and final, agreeable in full by both the parties. Any legal disputes shall be subject to Bihar jurisdiction.
- o. Any change/corrigendum/extension of closing/ opening dates in respect of this RFP shall be issued through website only and no press notification will be issued in this regard. Bidders are therefore requested to regularly visit Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai website for updates.
- p. All available technical literature, catalogues, and other data in support of the specifications and details of the items should be furnished along with the offer.
- q. Samples of any product, if called for, should be submitted free of all charges by the tenderer and Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever.

In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expenses.

- r. Equipment's offered should strictly conform to the specifications. The tenderer should also indicate the Make/Type number of the equipment's offered and provide catalogues, technical literature, and sample, whatever necessary along with the quotation. Test certificates wherever necessary should be forwarded along with supplies.
- s. The bidder will be liable to replace if any hardware faulty during the contract period without any extra cost during the warranty period.
- t. The bidder has to arrange necessary insurance coverage to the workmen/machines/equipment's etc deployed by him and shall arrange necessary safety measures before starting the work.
- u. In the case of more than one Bidder has quoted same minimum price the bid shall be evaluated through a lottery system and the video graphy of the complete process shall be kept as a record (as per order no 2988, dated 24.03.2023 of the Department of Finance, Government of Bihar – Annexure -5).

#### 4. Inspection of Site and Equipment

The Bidders are advised to physically visit and inspect, all the existing networking facilities, building and premises as such, etc. that may be necessary for preparing the bid and for entering into an agreement for the execution of the project. The bidder should take into account of all existing infrastructure available with the Institute during preparation of the bid. Bidder at its own expense should survey the site. No complaints of any nature would be entertained later.

#### 5. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

#### 6. Right to Accept Any Offer and to Reject Any or All Offers

Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai reserves the right to accept or reject any tender offer, and to terminate the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

#### 7. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language only.

#### 8. Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the resultant Agreement. All such taxes must be included by Bidders in the financial proposal.

#### 9. Concessions permissible under statutes

Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai while quoting against this tender, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Purchaser, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, Cess etc. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai will not take responsibility



towards this.

#### 10. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai may, for any reason deemed fit by it, modify the tender document/s by issuing suitable amendment(s) to it. Such an amendment will be notified on Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai (<https://www.rrsdcebgs.ac.in>) website and the same shall be binding to all prospective bidders. Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai will not issue any separate communication in this regard.

#### 11. Pre-Bid Meeting

To provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai or an online meeting may be scheduled. The clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next working day. The Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai shall upload written response on the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai (<https://www.rrsdcebgs.ac.in/>) website to such requests for clarifications, without identifying its source. In case required, amendments issued, shall be binding on all prospective bidders. Further, the issue raised having been clarified shall be final. Bidders are advised to visit the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai (<https://www.rrsdcebgs.ac.in/>) website regularly for any updates/ corrigendum/ amendments etc.

#### 12. Earnest Money Deposit (EMD)

- a) The tender shall be accompanied by **Earnest Money Deposit (EMD) of 25000/- (Twenty-five thousand rupees only) in the shape of Demand Draft from any Schedule Bank in favour of The Principal**, Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai must be submitted offline, as per the terms and conditions mentioned in this document. EMD should not have been issued on a date later than the last date for submission of bidding document i.e., **03 /04/2024**
- b) The EMD of unsuccessful bidder will be returned to them without any interest, after execution of the contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- c) The EMD shall be forfeited by Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai hereunder or otherwise, under the following conditions:
  - If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - If a bidder withdraws its bid during the period of bid validity as specified in this Tender and as extended by the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai from time to time.
  - In the case of selected bidder, if it fails within the specified time limit:
    - i. to sign the contract and/or
    - ii. to furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

### 13. Bid Validity

The submitted bids shall remain valid for a period of 180 days after the date of submission.

### 14. Licensing

The Implementing Agency will follow the following licensing conditions:

- a) The bidder shall procure the licenses of the third-party software wherever applicable/ required in accordance with its procedures by payment of applicable license fees on behalf Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai .The licenses thus procured would be in the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai .The bidder shall ensure that third party vendors provide standards-based customer interface and considers other factors like regular updates and support etc. The Bidder should provide adequate licenses for all the modules mentioned in the scope so that all users can access their respective functionalities as per their role without any constraints. All licenses should be either supported by OEMs/subscription providers for entire contract period.
- b) All the aforesaid products should have a roadmap for updates and patch management either from OEM or Subscription provider and providing the same would be the responsibility of the bidder for the contract period.

### 15. Signing of the Contract

The Contract document/Agreement between Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and selected bidder should be executed within 21 days of the issue of the Letter of Intent (LoI). The selected bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non- fulfillment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

### 16. Duration

The contract, if awarded, shall be valid for a period of one year from the date of award. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiating administrative actions for blacklisting, etc.

### 17. Modification to Contract

The contract when executed by the parties (Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder) shall constitute the entire contract between the parties (Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder) in connection with the services and shall be binding upon the parties (Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder) and not otherwise.

### 18. Performance Security

- a. The successful bidder shall have to furnish a performance security equivalent 5% of the Project cost, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of The Principal, Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai The Bank guarantee shall be as per proforma at "Annexure 3" and remain valid for a period,

which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations including warranty.

- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the bidder violates any of the terms and conditions of tender document of this Notice Inviting Tender/Tender in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/ Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai.

### 19. Eligibility & Evaluation Criteria

This invitation is open to organization who fulfill the eligibility & qualification criteria specified here under.

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Proprietorship Firm/ Government Organization/ Public Sector Undertaking.	<ul style="list-style-type: none"> <li>• For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.</li> <li>• For Partnership Firm- Registration Certificate issued under Partnership Act 1932, along with Partnership deed.</li> <li>• For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008.</li> <li>• For Proprietorship: Registration Certificate issued under Shops and Establishment Act/Copy of Income Tax Return in the Name of proprietor / Copy of GST Registration Certificate or certificate from a Chartered Accountant under her/his seal and signature declaring the firm to be Proprietorship Firm.</li> <li>• Certificate of registration in India</li> </ul>
2	The bidder should have a registered office / Branch Office for operational support in the state of Bihar.	Documentary evidence
3	The Bidder must have average annual turnover of not less than <b>INR 1 Crore</b> in last three financial year. (FY 2020-21, FY 2021-22 & FY 2022-23)	Audited Balance sheet and Profit & Loss Account <b>for last 3 financial year (FY 2020-21, FY 2021-22 &amp; FY 2022-23)</b>

4	The bidder must have at least 3 years' experience in installation, commissioning, and maintenance / LAN & WI-FI Network Services and associated software with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India.	Workorder/Purchase Order along with Payment receipt
5	Number of Project Experience in Setting Up Campus Network/ City Wide Area Network / establishment of network connectivity for a Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India With a minimum contract value of 5 lakh	Workorder/Purchase Order along with Payment receipt
<b>Sn</b>	<b>Eligibility Criteria</b>	<b>Mandatory Documents to be submitted by the bidders</b>
6	The Bidder should have Manufacturers authorization and a direct back-to-back support agreement with the OEM for the equipment. The Support agreement should include the activities like Technical Assistance support, Spares support etc. Submit supporting documents for same	Bidder has to provide an Ink Signed Manufacturer's Authorization Form (MAF) from the OEM
7	The bidder must not be blacklisted by a Central / State / Local Government Organization / Institution / PSU	Self-declaration (As per annexure 4)

**Note: Bidder shall ensure compliance to Land Border Clause including amendments thereon. Self-declaration as per the clauses mentioned in Land Border Clause. Non-compliant bid(s) will be summarily rejected.**

## 20. Technical Evaluation criteria (Annexure 1)

Criteria	Details	Marks	Details	Marks
Number of Project Experience in installation, commissioning, and maintenance / LAN & WI-FI Network Services and associated software for a Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India. With a minimum contract value of 5 lakh	= 2 Projects	10	=>3 projects	20
Average turnover of the company in the last 3 years (FY 2020-21, FY 2021-22 & FY 2022-23)	=> Rs 1 crore <1.5 crore	10	=>1.5 crore	20
Bidder's experience in installation, commissioning, and maintenance / LAN & WI-FI Network Services and associated software with Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India.	= 3Years & < 5 years	10	> 5 yrs.	20
Total				60

**Note:** Bidders score 50% or more i.e., 30 marks or more, shall qualify for the financial evaluation.

## 21. Financial Evaluation (As per Annexure 2)

Financial bids shall be opened only for the vendors whose bids are found to be technically fit/ substantially responsive and complying with minimum eligibility criteria.

- i) Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai will open the financial bids of only Technically Qualified bidders as per eproc2.bihar.gov.in.
- ii) Discrepancy in the financial bid, it will be dealt as per the following:
  - a. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
  - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii) Of all the Financial Bids opened, the bidder whose financial bid is lowest (hereby referred to as L1 bidder) will be considered eligible and award of contract.
- iv) In the case of more than one Bidder has quoted same minimum price the bid shall be evaluated through a lottery system and the video graphy of the complete process shall be kept as a record (as per order no 2988, dated 24.03.2023 of the Department of Finance, Government of Bihar – Annexure -5).

## 22. Scope of Work:

### **Broad scope of work should be:**

**To enable the** institute premises with networking and Wi-Fi services with augmentation of existing infrastructure, (if available):

- To Set up network & WIFI services inside Institutes premises, which would consist of LAN, optical fibre, Switches, Routers, Wireless Access Points (Indoor and Outdoor), Security equipment (Firewall) etc.
- To provide wired and wireless connection in Admin Blocks, Academic Blocks, Library, Auditorium, Laboratory, Hostels, Classrooms, Examination Hall, etc. also provide internet access through wireless medium to the students, staff, faculty, and guest visitors, as per the requirement of the institute.
- To enable Authentication, Authorization, and Accounting (AAA) security service for controlling and tracking user access both in LAN and Wi-Fi network.
- To install Access Points at suitable location to receive the maximum coverage and has no interference. Access points inside the main building must be covered with a protective mesh that can withstand any human-caused damages.
- Access Points shall provide seamless coverage within its range as well as between different Access Points of the proposed Wi-Fi Network.
- Each Access point must support minimum of 50 concurrent clients/devices/users.
- Insure Installation, commissioning, and maintenance of any mounting structure for Access Points like Pole (as per requirement) along with required accessories at each site/location.
- Provide module for keeping a log of Wi-Fi services to be utilized by the end user such as IP details, URL visited, Time stamp, End user Authentication, Mobile No. MAC & IP Address, access time, duration, data consumed, Access pointwise (bandwidth, Download/ Upload Speed) etc. to meet the compliance with all regulatory and legal guidelines issued by DoT/TRAI time to time.
- Provide Solution compliant with applicable guidelines of DoT & TRAI.
- Ensure that all software / firmware etc. should be updated periodically for patches/release etc.
- Solution should be scalable to efficiently support a bandwidth of 1Gbps/2 Gbps or more (as case maybe) as required by Institute in future. A certificate should be given by the bidder in this regard.
- Solution should have capabilities to support separate SSID's and Group Policies for Students, Faculty, Staff and Guest Visitors of the Institute with separate time/bandwidth-based policy for all categories.
- Ensuring adherence to the agreed Service Levels and Service Quality for each of the deliverables executed by them.
- Ensure the delivery of equipment and installation of entire network systems at the institute within 8 weeks from the date of award of contract.
- Solution should cater at least 1000 concurrent users at institute level, which should be scalable for future need. Self-declaration should be given by the bidder in this regard.
- Maximum of two devices authenticated per registered user at any point of time.
- Provide solution for the ability to filter the type of content allowed (e.g., blacklist URLs etc)

- The solution must have a Network Management System (NMS) with following features:
  - a) Web based user interface (secured).
  - b) Should support fault, and performance management.
  - c) Ability to present graphical view of the network.
  - d) Capability to view the network topology. The NMS should be able to monitor all the active components, Wired, and Wireless elements, of the network.
  - e) The NMS should have the capabilities to support all the hardware in the existing Network irrespective of OEM.
- Provide appropriate training to the designated/nominated staffs of the institute.
- Should carry necessary civil and related restoration work etc.
- Provide 24x7 helpdesk for customer support to the end users.

### 23. Bill of Quantity

Sn.	Components	Type of Device	UOM
1	Firewall with minimum 8 numbers of 1G port and 2 Nos of fibre Optic port.	Physical	No's
2	Distribution Switch - L3 Switch with Dual Power supply and 24 fibre optic port along with SFP+ modules	Physical	No's
3	Access Switch- 48 PoE+ port L2 with minimum 2 SFP+	Physical	No's
4	Access Switch- 24 PoE+ port L2 with minimum 2 SFP+	Physical	No's
5	Access Switch- 8 port L2 PoE with minimum 2 SFP+	Physical	No's
6	Indoor AP (With Mounting Kit & Controller)	Physical	No's
7	Rugged and waterproof Outdoor IP 65 AP (With Mounting Kit)	Physical	No's
8	16 U Rack	Physical	No's
9	9 U rack (With PDU) inside Gallery	Physical	No's
10	CAT6 cable	Physical	Rmtr
11	IO box for CAT-termination		
12	6 Core Fibre with LIU and termination accessories (Optical fibre joint enclosure Liu LC to HC and LC to LC patch code)	Physical	Unit
13	Patch Panel	Physical	Unit
<b>Sn.</b>	<b>Components</b>	<b>Type of Device</b>	<b>UOM</b>
14	RJ 45 Connector.	Physical	No's
15	Suitable Electrical wiring with conduit & all required material	Physical	Rmtr
16	24 port LAN patch panel	Physical	No's

#### Note:

- Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- It is bidders' responsibility to install, commission, test, and go live.
- All the items' counts mentioned above is only tentative number, it may exceed or less as per the work.
- The BoQ mentioned in the RFP is for the entire scope of work and duration mentioned in this RFP. Bidders are requested to do site visits to check the feasibility and to ensure achievement of the objective and scope of work of this RFP.

## 24. Warranty Services

The bidders will provide comprehensive warranty details for all the Hardware/ software. It would be the bidder's responsibility to arrange all updates and upgrades through respective OEMs. The bidder must provide all updates and upgrades for the proposed devices free of cost during warranty period.

The bidder shall put in place all back-to-back support agreements for the proposed network components with respective OEMs for warranty services and submit documents in support of the same.

**Note: Warranty support services for all network equipment during the execution of the project before the project is signed off shall be provided by the bidder at no cost to Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai.**

## 25. Documentation

The Bidder shall provide the following documentation. The content and format of the documentation will be discussed and agreed with Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai prior to development/delivery of the documentation.

- a) Comprehensive configuration of all devices
- b) Manuals of all devices (hard and/or soft copies).
- c) Back up policy and procedure for various network devices.
- d) Network Monitoring Manual: A comprehensive document on what needs to be monitored daily (or at specified intervals) and how the records to be maintained.
- e) A comprehensive test report covering all the areas.

## 26. Service Level Agreement:

- The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service to be provided by the Bidder to Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai for the duration of this contract. SLA defines the terms of the Bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

S. No.	Activity/SLA Parameter	Target Service Level	Penalty on Breach of Service Level
1	Resumption of monitoring and security services	Firewall and related items, NMS, Helpdesk solution within 1 day from reporting	Penalty of INR 5,000/ per day shall be charged.
2	Resumption of network services -switches.	Within 24 hours for unserviceability of switches and access points	Penalty of INR 1000/ day shall be charged on hourly basis (Priority shall be to resume services by shifting load to serviceable switches, in case of Access switch, reserve access switch be used.
3	Repair of un-serviceable component listed in BoQ.	Within 5 working days	Penalty of INR 5,000 shall be charged per day basis



4	Repair of cut OFC.	Underground OFC – within 48 hours Overground OFC – within 24 hours	Penalty of INR 8,000/ per day shall be charged
5	Response Time	Average Time taken to acknowledge, respond and close once a ticket/incident is logged through one of the agreed channels (like Ticketing solution, Telephone, Email etc.). This is calculated for all tickets/incidents reported within the reporting month. 95% of the incidents should be responded within 15 minutes.	<ul style="list-style-type: none"> <li>• &lt;95% &amp; &gt;=90%: 2% of the Residual amount (Payment schedule phase 4)</li> <li>• &lt; 90% &amp; &gt;= 85%: 5% of the residual amount (Payment schedule phase 4)</li> <li>• &lt; 85%: 7% of the residual amount (Payment schedule phase 4)</li> </ul>
6	Availability of Monthly SLA Reports covering all the above SLA parameters required for monitoring within the defined time	Report of last month shall be submitted by First week of the current month.	Penalty of INR 5,000/- Per month
7	<b>Any Security Breach</b> <ul style="list-style-type: none"> <li>• Successful hacking of any active component on the network by any unauthorized user.</li> <li>• Any cyber-attack into the network.</li> <li>• Or any other privacy rule is broken as per Govt. of India guidelines or Govt. of Bihar</li> </ul>	For any reported security breach	For every security breach reported and proved, there shall be a penalty of INR 50,000/-.

**SLA Monitoring:** In the duration of the contract, the selected bidder shall be required to provide the reports for monitoring the SLAs.

- a) The penalty shall be calculated and deducted from residual amount (Payment Schedule phase 4).
- b) All above-mentioned penalties are exclusive to each other.
- c) The maximum penalty at any point of time and for any period should not exceed 25% of residual amount (Payment Schedule phase 4).
- d) Penalties shall not be levied on the successful bidder in case of is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder.
- e) The decision of Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai regarding interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Bidder.

## 27. Payment Schedule:

### 27.1. Payment Schedule for Phase – 1

40 % of the total cost on delivery of material/equipment's –

The Bidder shall submit the invoice along with following documents: -

- a. Physical verification by the Institute supported by Delivery challan/Courier receipt or any other supporting document.
- b. Document clearly mapping list of the materials with Make, Model, Serial number.

### 27.2. Payment Schedule for Phase – 2

20% of the total cost – On completion of Supply and installation

The Bidder shall submit the invoice along with following documents: -

- a. Delivery challan signed by competent authority of institutes/sites.
- b. Installation report

### 27.3. Payment Schedule for Phase – 3

10% of the total cost - On completion Final acceptance test by the institute, commissioning and Go-Live

The Bidder shall submit the invoice along with following documents.

- a. Site visits for physical check/functionality checks of the commissioned devices/software.
- b. Link commissioning report duly signed off by the competent authority of Institute.
- c. Asset register needs to be submitted along with SOP and other documents.
- d. Training to designated staff of the institute.
- e. Self-declaration by the Bidder
- f. Warranty document form OEM.

### 27.4. Payment Schedule for Phase – 4 (Final Settlement)

30% of the total cost would be linked with the SLA which will be paid after deduction of the penalties. The payment terms for the phase-4 shall be mutually agreed by the bidder and Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai.

## 28. Penalty

The bidder shall ensure the delivery of equipment and installation of entire network systems at the institute within 8 weeks from the date of award of contract. If not completed in the specified timeline suitable penalty would be imposed as decided by the principal of Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai.

## 29. Indemnity

The supplier shall indemnify, protect, and save Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringements in respect of all hardware and software supplied to Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai . Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by any manpower while working on the project.

## 30. Termination, Dispute Resolution & Other

### 30.1. Termination of Contract

- a. If bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- b. Notwithstanding contained here, the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai prejudice to any other contractual rights and remedies available to it, shall by written notice of any default in service / installation/ testing /commissioning etc. sent to the bidder, terminate the contract in whole or in part, if the bidder fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- c. **Termination for Insolvency** - If the bidder becomes bankrupt or otherwise insolvent, it will inform to the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai within 30 days written notice to terminate the contract.  
Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai reserves the right to terminate, without any compensation, whatsoever, to the bidder, and may forfeit the performance security.
- d. **Termination by mutual consent** - In the event the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder mutually agrees to the terminate the contract, either party shall give 90 days' written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or financial obligation on any party to the contract.

### 30.2. Force Majeure

- a. For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not

brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the bidder shall promptly notify the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- b. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

### 30.3. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or e-mail or by post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Rashtrakavi Ramdhari Singh Dinkar College of Engineering , Begusarai and the bidder.

### 30.4. Resolution of Disputes

- a. Any dispute, difference, or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- b. If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna only.

### 30.5. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

&lt;Company Letter head&gt;

**TECHNICAL DATA SHEET**

Details of contractor/ service provider

S.I No.	Description	Information		
1	Name of Tenderer & Contact person with complete address, email & mobile No: -			
2	Status of the Tenderer (attach documents if registered company/partnership/ proprietorship/LLP) with year of establishment.			
3	Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.-			
4	Number of Project Experience in Setting Up Campus Network/ City Wide Area Network / establishment of network connectivity for a Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India. With minimum contract value of 5 lakhs			
	Name of the Project		Client Name & Contact information	Project Value (INR)
	1. 2. 3.			
5	Average turnover of the company in the last 3 years			
	FY 2020-21		FY 2021-22	FY 2022-23
6	The bidder must have at least 3 years' experience in Campus Wide Network installation, commissioning, and maintenance with a Central / State Government Organization / Public Sector Unit (PSU)/ Private University Recognized /affiliated to UGC/ AICTE in India.			
	Name of the Project		Client Name & Contact information	Duration (Year)
	1. 2. 3.			
7	Declaration that the bidder has not been debarred / blacklisted by any Government/Semi-Government/ PSU (As per Annexure 4)			
8	Self-declaration as per the clauses mentioned in Land Border Clause			

**Note: Attach necessary documentary evidence to substantiate information mentioned above.**

&lt; Authorised Signature &gt;

Name:

Designation:

&lt;Company Letter head&gt;

**FINANCIAL BID FORMAT (Rs in Lakh)**

To,

**The Principal  
Rashtrakavi Ramdhari Singh Dinkar College of Engineering Engineering , Begusarai  
Singhaul, Ulao, Begusarai-851134**

S/N	Components	UOM	Quantity	Amount (A)	GST /Tax amount (B)	Total Amount (C=A+B)
1	Firewall with minimum 8 numbers of 1G port and 2 Nos of fibre Optic port.	No's				
2	Distribution Switch - L3 Switch with Dual Power supply and 24 fibre optic port along with SFP+ modules	No's				
3	Access Switch- 48 PoE+ port L2 with minimum 2 SFP+	No's				
4	Access Switch- 24 PoE+ port L2 with minimum 2 SFP+	No's				
5	Access Switch- 8 port L2 PoE with minimum 2 SFP+	No's				
6	Indoor AP (With Mounting Kit & Controller)	No's				
7	Rugged and waterproof Outdoor IP 65 AP (With Mounting Kit)	No's				
8	16 U Rack	No's				
9	9 U rack (With PDU) inside Gallery	No's				
10	CAT6 cable	Rmtr				
11	IO box for CAT-termination					
12	6 Core Fibre with LIU and termination accessories (Optical fibre joint enclosure Liu LC to HC and LC to LC patch code)	Unit				
13	Patch Panel	Unit				
14	RJ 45 Connector.	No's				
15	Suitable Electrical wiring with conduit & all required material	Rmtr				
16	24 port LAN patch panel	No's				
	Grand Total					

**Quoted Price: Total Amount (C=A+B) (< Price in Word and Figure>)****Note: -**

- Prices should be quoted in Indian Rupee only and indicated both in figures and words. The amount mentioned in words will prevail.
- It is bidders' responsibility to install, commission, test, and go live. Any other cost for accessory or any other sundry items needed for installation would be borne by the Bidder only.
- All the items' counts mentioned above is only tentative number, it may exceed or less as per the work.
- The BoQ mentioned in the RFP is for the entire scope of work and duration mentioned in this RFP. Bidders are requested to do site visits to check the feasibility and to ensure achievement of the objective and scope of work of this RFP.

• **<Authorised Signature>****Name:****Designation:**

**Format for Performance Bank****Guarantee Ref:****Bank Guarantee****No: Date:****To**

**Rashtrakavi Ramdhari Singh Dinkar College of Engineering Engineering , Begusarai  
Singhaul, Ulao, Begusarai-851134**

1. Against contract vide Advance Acceptance of the Tender No. Dated covering "RFP for Onboarding Service Provider for LAN & Wi-Fi Networking and Augmenting with the existing network in the Premises of the Institute Premises (Government Engineering Colleges/Government Polytechnic Institutes under Department of Science, Technology and Technical Education, Government of Bihar" (hereinafter called "the Bid"). (hereinafter called the said 'contract') entered into between Rashtrakavi Ramdhari Singh Dinkar College of Engineering Engineering , Begusarai (hereinafter called the Purchaser) and M/s. ...., a Company incorporated under the Companies Act, 1956/2013 or Partnership Act 1932 or Limited Liability Partnership Act 2008 or Proprietorship Firm/ Government Organization/ Public Sector Undertaking and having its Registered Office at .....(hereinafter called the Bidder) this is to certify that at the request of the Bidder we (name of the Bank / Branch) a body corporate constituted under the Banking Companies [Acquisition and Transfer of Undertakings] Act, 1970 and having its, Registered Office at.....and a branch office at are holding in trust in favour of the Purchaser, an amount of Rs (Rupees only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether by any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We (Name of the Bank /Branch) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till hereinafter called the said date and that if any claim accrues or arises against us (Name of the Bank /Branch) by virtue of this guarantee before the said date, the same shall be enforceable against us .....(Name of the Bank/Branch) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us (Name of the Bank/Branch) by the Purchaser before the said date.  
Payment under this guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we .....(Name of the Bank /Branch) undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.
6. We (Name of the Bank / Branch) further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, (Name of the Bank / Branch) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by the Purchaser to the said Bidder or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder. Notwithstanding anything contained herein:
  - a. Our liability under this Bank Guarantee shall not exceed of Rs.....(Rupees in words only).
  - b. The Bank Guarantee shall be valid up to; and;
  - c. We..... (Name of the Bank / Branch) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ##.....

Authorised Signatory of the Bank

Signature

Full Name/designation/ Address of the official and date WITNESS NO. 1

Signature

Full Name/designation/ Address WITNESS NO. 2

Signature

Full Name/designation/ Address



**Format for Declaration by the bidder for not being Blacklisted/ Debarred:**

**(To be executed on a non-judicial stamp paper of appropriate stamp duty (as per Stamp Act of Bihar)**

Date:

To,

**Rashtrakavi Ramdhari Singh Dinkar College of Engineering Engineering , Begusarai  
Singhaul, Ulao, Begusarai-851134**

Subject: Submission of proposal in response to the Tender for “ \_\_\_\_\_ ”

Ref: Tender No.:

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Rashtrakavi Ramdhari Singh Dinkar College of Engineering Engineering , Begusarai reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours faithfully,

<Authorized Signatory >

Name:

Designation:

Address:

Telephone & Fax:



# बिहार गजट

## असाधारण अंक

### बिहार सरकार द्वारा प्रकाशित

3 चैत्र 1945 (श10)

(सं0 पटना 251) पटना, शुक्रवार, 24 मार्च 2023

सं० एम-4-06/2023/2988/वि०,  
वित्त विभाग

संकल्प  
23 मार्च 2023

**विषय :-** आउटसोर्सिंग के माध्यम से मानव बल की सेवाएँ प्राप्त करने एवं पारिश्रमिक भुगतान हेतु प्रक्रिया निर्धारण के सम्बन्ध में।

सम्प्रति विभागों एवं विभागान्तर्गत कार्यरत बोर्ड/निगम/सोसाइटी इत्यादि के द्वारा आउटसोर्सिंग के आधार पर विभिन्न प्रकार के मानव बल की सेवाएँ प्राप्त की जा रही हैं। इस क्रम में विभिन्न विभागों द्वारा आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने की प्रक्रिया में सेवा शुल्क की दर के संबंध में वित्त विभाग से परामर्श की अपेक्षा की जा रही है।

2. ऐसा पाया जा रहा है कि इस प्रकार की निविदा के क्रम में कई निविदादाता द्वारा निविदा प्राप्त करने हेतु न्यूनतम बोली के रूप में सेवा शुल्क की अल्पतम दर (यथा, 1.00 रुपये से भी कम) अंकित कर दिया जाता है। इस प्रकार की दर का कुप्रभाव सेवा देने वाले मानव बल के पारिश्रमिक पर पड़ता है, क्योंकि ऐसी स्थिति में एजेंसी द्वारा सेवा शुल्क की भरपाई हेतु अनुचित तरीके अपनाने की संभावना रहती है।

3. ऐसी स्थिति में सेवा शुल्क की दर के साथ-साथ आउटसोर्सिंग से प्राप्त मानव बल के न्यूनतम पारिश्रमिक एवं अन्य वैधानिक दायता का भुगतान ससमय सुनिश्चित कराये जाने हेतु प्रक्रिया एवं दिशा-निर्देश निर्धारित किये जाने की आवश्यकता है। वित्त मंत्रालय, व्यय प्रभाग, भारत सरकार के Office Memorandum संख्या-F.8/1/2023-PPD दिनांक-06.01.2023 द्वारा आउटसोर्सिंग के आधार पर मानव बल की सेवाएँ प्राप्त करने हेतु सेवा शुल्क की न्यूनतम एवं अधिकतम दर निर्धारित की गई है।

4. सम्यक विचारोंपरंत आउटसोर्सिंग के आधार पर मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क की दर एवं ऐसे मानव बल के पारिश्रमिक का ससमय भुगतान हेतु निम्नवत् प्रक्रिया निर्धारित की जाती है:-

- (i). आउटसोर्सिंग के माध्यम से मानव बल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 3.85 प्रतिघात (3 प्रतिघात लान और 0.85 प्रतिघात संव्यवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिघात (संव्यवहार शुल्क सहित) होगी। इसी आधार पर निविदा आमंत्रित की जायेगी।
- (ii). उक्त निर्धारित न्यूनतम सेवा शुल्क की अधिसीमा से न्यून एवं निर्धारित अधिकतम सेवा शुल्क की अधिसीमा से उच्च दर अंकित करने वाले निविदादाता की वित्तीय निविदा विचारणीय नहीं होगी। सेवा शुल्क के दर में अंकित रूपरेखा में दशमलव के पश्चात 2 अंक से आगे अंकित अंक को नजरअंदाज कर दिया जायेगा।
- (iii). निविदा में यदि एक से अधिक निविदादाता द्वारा उद्धृत (Quoted) न्यूनतम सेवा शुल्क की दर समान पाई जाती है तो वैसी स्थिति में लॉटरी के माध्यम से निविदा का निष्पादन किया जायेगा तथा इस पूरी प्रक्रिया की विडियोग्राफी करायी जायेगी। निविदा के निष्पादन की पूरी प्रक्रिया में बिहार विद्युत नियमावली के सुसंगत प्रावधानों का अनुपालन अपेक्षित होगा।
- (iv). मानव बल को श्रम संसाधन विभाग द्वारा निर्धारित न्यूनतम मजदूरी एवं उस पर लागू वैधानिक देयता का भुगतान अनिवार्य होगा और इसे निविदा (Bid) का आधार नहीं बनाया जायेगा।
- (v). घयनित एजेंसी द्वारा सेवा प्रदान कर रहे मानव बल को प्रतिमाह पारिश्रमिक के भुगतान में श्रम संसाधन विभाग, बिहार सरकार द्वारा अधिसूचित न्यूनतम पारिश्रमिक के प्रावधानों का अनुपालन किया जाना आवश्यक होगा। इसके साथ ही पारिश्रमिक का भुगतान मानव बल के आधार संबद्ध बैंक खाता में Real Time Gross Settlement (RTGS) की प्रक्रिया से किया जायेगा। यह भुगतान सेवा प्राप्त कर रहे विभाग/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को राशि विमुक्ति की तिथि के तीन कार्य दिवस के अन्दर संबंधित एजेंसी द्वारा किया जायेगा। संबंधित कार्यालय/प्राधिकार द्वारा आउटसोर्सिंग एजेंसी को प्रत्येक माह की 5वीं तारीख तक प्राप्त विपत्र के आलोक में राशि का भुगतान किया जाना होगा। साथ ही सभी वैधानिक कटौती की राशि को ससमय संबंधित प्राधिकार (यथा, कर्मचारी भविष्य निधि संगठन एवं कर्मचारी राज्य बीमा निगम इत्यादि) में आउटसोर्सिंग एजेंसी द्वारा जमा कराना होगा।
- (vi). आउटसोर्सिंग एजेंसी द्वारा कर्मियों/मानव बल के मासिक पारिश्रमिक भुगतान (आधार संबद्ध खाते में) का साक्ष्य अगले माह के विपत्र के साथ उपलब्ध कराया जाना आवश्यक होगा, अन्यथा विपत्र की राशि का भुगतान अनुमान्य नहीं होगा। साथ ही वैधानिक कटौती/देयता (यथा, कर्मचारी भविष्य निधि एवं कर्मचारी राज्य बीमा अंशदान) की राशि जमा करने का साक्ष्य सहित त्रैमासिक प्रतिवेदन भी आउटसोर्सिंग एजेंसी द्वारा सेवा प्राप्त कर रहे विभाग/प्राधिकार को उपलब्ध कराया जाना आवश्यक होगा।

**आवेदक:-** आवेदक विषय जाता है कि इस संकल्प को बिहार राजपत्र के असाधारण अंक में प्रकाशित किया जाय।

बिहार-राज्यपाल के आवेदक से,  
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