

Request for Proposal (RFP) for
Selection of Software Development Agency
for
Upgradation & Maintenance of Web Application of
Bihar Right to Public Grievance Redressal System
(<http://lokshikayat.bihar.gov.in>)



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Table of Contents

1. CRITICAL INFORMATION.....	10
2. BACKGROUND AND OBJECTIVE.....	11
3. INVITATION TO BID	12
4. INSTRUCTION TO BIDDER.....	12
4.1. Prebid Meeting and Clarification	13
4.2. Right to Terminate the Process	14
4.3. RFP Document & Processing Fees.....	14
4.4. Earnest Money Deposit - Bid Security Declaration.....	14
4.5. Submission of Proposal.....	15
4.6. Adherence to the Annexures	16
4.7. Contents of Technical Bid	16
4.8. Proposal Preparation Cost.....	16
4.9. Language	16
4.10. Venue & Deadline of Proposal submission	16
4.11. Late Bids	17
4.12. Evaluation Process	17
4.13. Technical Bid Opening	17
4.14. Tender Validity.....	17
4.15. Tender Evaluation.....	17
5. TERMS OF REFERENCE	18
5.1. Solution Outline	18
5.2. Key Processes & Components	19
5.3. Key Application Features	20
5.4. Requirement for Adherence to Technology	22
5.5. Software integration of various delivery channels	22
5.6. Components of Complaint Grievance Management.....	23
5.7. Scope of Work – Web Portal (http://lokshikayat.bihar.gov.in).....	24
5.8. Scope of Work – Mobile App (Jan Samadhan).....	26
5.9. User Interface and Access Channels of BPSMS Portal.....	28
5.10. Report Management of Portal.....	30
5.11. Manpower Deployment.....	31
5.12. Stakeholder’s Responsibility Matrix	32
5.13. User Management.....	33
5.14. Hosting of the proposed solution.....	33
5.15. Project Deliverables & Timeline	34

6. EVALUATION OF BIDS	34
6.1. Preliminary Scrutiny	34
6.2. Pre-qualification Criteria	34
6.3. Evaluation of Technical Bid	36
6.3.1. Technical Bid Evaluation	37
6.4. Evaluation Methodology	39
6.5. Error and rectification.....	39
6.6. Award of Work	39
7. GENERAL TERMS AND CONDITIONS	40
7.1. Purchaser.....	40
7.2. Performance Bank Guarantee	40
7.3. Award Criteria	40
7.4. Price	40
7.5. Submission of bid through https://eproc2.bihar.gov.in	40
7.6. Deadline for Submission of Bids	40
7.6.1. Last date for Submission.....	40
7.6.2. Extension for the Last date for Submission	41
7.6.3. Late Bids	41
7.7. Terms of Payment.....	41
7.8. Termination of Contract.....	42
7.8.1. Termination for Default	42
7.8.2. Termination for Insolvency, Dissolution, etc	42
7.9. Negotiation	42
7.10. Single RFP	42
7.11. Billing	42
7.12. Language of Bids.....	42
8. SPECIAL CONDITIONS OF CONTRACT	43
8.1. SLA Requirements.....	43
8.2. SLA Parameters	43
8.3. SLA Terms and Definitions	43
8.4. Penalties.....	44
8.5. Penalties for delay in implementation.....	45
8.6. User Acceptance Testing.....	45
8.7. Service Level Requirements and Penalty.....	46
8.7.1. Delay in time of implementation of the solution:	46
8.8. Force Majeure Condition	47

8.9.	Modifications & Withdrawal	47
8.10.	Right to Reject/Accept the Tender	47
8.11.	Patent Rights.....	48
8.12.	Jurisdiction of Court of Bihar	48
8.13.	Confidentiality.....	48
8.14.	Obligation to Carry out BPSMS Instructions.....	48
8.15.	Change Request Management	48
8.16.	Final Authority	49
9.	ANNEXURES	50
9.1.	Annexure-1 Bidder Profile	50
9.2.	Annexure-2- Acceptance of Terms & Conditions.....	52
9.3.	Annexure-3 Bidder Authorization Certificate	53
9.4.	Annexure-4 Self Declaration for Non blacklisted	54
9.5.	Annexure-5 Technical Bid Cover Letter.....	55
9.6.	Annexure-6 Format for Performance Bank Guarantee (In Bank's Letter Format).....	56
9.7.	Annexure 7: Past Project Experience.....	58
9.8.	Annexure 8: Compliance Checklist.....	59
9.9.	Annexure 9: Financial Bid Letter	61
9.10.	Annexure 10: Financial Bid Format	63
9.10.1.	Financial Bid Summary	63
9.10.2.	Cost towards Upgradation of BPSMS Web Application including Mobile App	63
9.10.3.	Cost towards Support & Maintenance of proposed system & Manpower deployment for three years	64

Disclaimer

- i. The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Purchaser or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii. This RFP is not an agreement and is neither an offer nor invitation by the Purchaser to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv. The Purchaser, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v. The Purchaser also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi. The issue of this RFP does not imply that the Purchaser is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii. The bidder shall bear all its costs associated with or relating to the preparation and submission its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser, or any other costs incurred in connection with or relating to its Proposal.

Abbreviation

SN	Term	Definition
1	Acceptance Test Document	The document, which defines procedures for testing the Document deliverables against requirements as laid down in the Agreement
2	Affiliate	Any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and "subsidiary company" shall have the meaning specified in section 4 of the Indian Companies Act 1956 (as amended from time to time).
3	Agreement	Agreement to be signed between the successful bidder and BPSMS including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4	Authorized Representative	Any person authorized by either of the parties.
5	Bidder	Any company offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom BPSMS signs the agreement for rendering of services for the RFP.
6	Contract	is used synonymously with Agreement.
7	Corrupt Practice	The offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
8	Default Notice	The written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9	Fraudulent Practice	A misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BPSMS of the benefits of free and open competition.
10	GoB	Government of Bihar.
11	Good Industry Practice	The exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.
12	Revenue	The rate payable to the Bidder under the Agreement for the performance of the Bidder's Contractual obligations.
13	Law	Any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or Government of Bihar or the BPSMS or any other Government or regulatory authority or political subdivision of government agency.
14	LOI	Issuing of Letter of Intent which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.
15	Party	BPSMS or Bidder, individually and "Parties" mean BPSMS and Bidder, collectively

16	Period Agreement of	The time period that will be defined in MSA.
17	Proposal	Prequalification Technical Proposal and the Financial Proposal.
18	Requirements	Include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
19	Service	Provision of Contracted service viz., upgradation, operation, maintenance and associated services for the bpsms as per this RFP.
20	Termination Notice	The written notice of termination of the Agreement issued by one Party to the other in terms hereof.
21	SLA	Service Level agreement between BPSMS and the Bidder of the project
22	SDA	Software development Agency or Company
23	SI	System Integrator
24	Confidential Information	All information including Project Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, customers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this MSA or to the SLA) in the course of or in connection with this MSA (including without limitation such information received during negotiations, location visits and meetings in connection with this MSA or to the SLA)
25	State Data Centre or SDC	The primary centre where data, software, computer systems and associated components, such as telecommunication and storage systems, redundant or backup power supplies, redundant data communications, environment controls and security devices are housed and operated from;
26	Operations and Maintenance or O & M	The services to be rendered, as per the SLA.
27	Operations and Maintenance Phase	The phase in which O & M is to be carried out by the Implementing Agency
28	PBG or Performance Guarantee or Performance Bank Guarantee	An unconditional and irrevocable bank guarantee provided by a Nationalized/ Scheduled Bank to Mission Director on behalf of the Implementing Agency amounting to 5% of the Project Value calculated on annual basis. The Performance Guarantee shall be valid for three years from the date of work order/Agreement, unless extended pursuant to the Agreement;
29	Project Implementation	The implementation of this Project as per the testing standards and acceptance criteria prescribed in the Agreement
30	PMU	Project Monitoring Unit
31	Project Data	All proprietary or other data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data which the Implementing Agency obtains, possesses or processes in the context of providing the Services to the users pursuant to this MSA and the SLA
32	Additional Mission Director	An officer of the BPSMS Government of Bihar, who is to be responsible for discharging all the responsibilities under the Project. Mission Director will be the key person for this project.
33	Proprietary Information	Processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by party recreates or granted by third parties to a Party hereto prior to its being made available under this MSA, or the SLA

34	RFP or Request for Proposal	The documents containing the Technical, Functional, Operational, Commercial and Legal specifications terms and conditions for the implementation of the Project and includes the clarifications, explanations and amendments issued by BPSMS from time to time.
35	PBH	Prime Business Hours: Monday to Saturday, 9:00 AM to 6: 00 PM
36	ESH	Extra Service Hour
37	HLD	High Level Design
38	LLD	Low Level Design

E-Procurement related instructions

Submission of Proposals through electronic mode only

1. The bidder should prepare and submit its offer as per instructions given in this section.
2. The Bidder shall submit his bid/tender through e-Procurement platform at <https://eproc2.bihar.gov.in>
3. The Bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-ID of the e-Procurement website before participating in the e-Tendering process. The Bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-ID they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
4. The Bidders shall submit their eligibility and Pre-Qualification bid, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement website at the respective stage only. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility and Pre-Qualification bid, Technical bids and other related certificate /documents in the e-Procurement web site. The Bidder shall digitally sign on 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. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
5. All the required documents should be attached at the proper place as mentioned in the e-forms. Tender Processing Fee (TPF) and Tender Document fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
6. "Earnest Money Deposit (EMD) shall have to be paid through e-payment or in the form of Demand Draft/ Bank Guarantee. The Original hardcopy of the DD/ BG has to be submitted.

All the documents mentioned in 6 above have to be submitted in hard copies in the **office of Mission Director, Bihar Prashasnik Sudhar Mission Society Sinchai Barrack - 1, Harding Road, Patna, Bihar, Pin-800015.**
7. The scan copy of all documents as mentioned above in para-6, has also to be mandatorily uploaded in online mode.
8. Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. The department / Tendering Inviting Authority don'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 tender will be opened online through the e-procurement portal at the venue, Conference Hall, Mission Director, Bihar Prashasnik Sudhar Mission Society Sinchai Barrack - 1, Harding Road, Patna, Bihar, Pin-800015. Bidders or their authorized representatives, who are willing to witness the bid opening, may remain present during opening of the bid(s).
10. Any corrigendum or date extension/ changes/amendment notice will be given on the e-Procurement website <https://eproc2.bihar.gov.in> and BPSMS website <http://bpsm.bihar.gov.in> as well. For support related to e-tendering process, Bidders may contact at following address "e- Procurement HELP DESK Mjunction services limited, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar".

1. CRITICAL INFORMATION

Bidders are advised to study the RFP document carefully before submitting their Techno-Commercial proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions, and implications.

SN	Field	Information- Details
1	RFP Reference Number & Re Tender Date	BPSMS / Procurement / 04/2022 Date:05/12/2022
2	RFP Document Fee (Non-Refundable)	₹ 1000/- (excluding GST) through e-payment only
3	Earnest Money Deposit (EMD) (Refundable)	₹ 200000/- through Demand Draft /Bank Guarantee/ e-Payment in favour of "Bihar Prashasnik Sudhar Mission Society" Payable at Patna Only
4	Availability of Bid Document	From 05/12/2022 to 19/12/2022 up to 15:00 Hours
5	Last Date for receiving Pre-Bid Queries through Email	12/12/2022 up to 15:00 ours
6	Date of Pre-bid Meeting (Virtual)	13/12/2022 at 11:00 Hours
7	Issue of Addendum / Corrigendum (If required)	14/12/2022
8	Last date and time for submission of Bid	19/12/2022 up to 15:00 Hours
9	Opening of Pre-Qualification Bid	20/12/2022 at 11:00 Hours
10	Opening of Technical Bid	20/12/2022 at 11:00 Hours onwards
11	Addressee and Address at which proposal in response to RFP notice is to be submitted:	To Mission Director, Bihar Prashasnik Sudhar Mission Society Sinchai Barrack - 1, Harding Road Patna, Bihar, Pin-800015
12	Opening of Financial Bid	Will be Intimated later to Technically Qualified Bidder

2. BACKGROUND AND OBJECTIVE

The government of Bihar (GoB) launched the “Bihar Prashasnik Sudhar Mission” (BPSM) with the overall objective of transforming the Governance of the State. BPSM has been established to identify and implement administrative reforms, modernize administrative processes, strengthen human resource management, and increase accountability to transform the way that government works in order to deliver better quality services to all its citizens, particularly the poorest and most excluded. The key outputs for the program include the following:

- ▶ Best in class administration and human resource management within GoB.
- ▶ Trained, motivated, and performance-oriented Government officials.
- ▶ 'Service delivery in partner departments and pilot Collectorates', the key cornerstones for which are efficiency, effectiveness, accountability, and equitability.

Bihar Prashasnik Sudhar Mission Society" ("BPSM Society") is registered under the Society Registration Act, 1860. BPSM Society has the following functions:

- ▶ Take all such actions and enter into all such actions as may appear necessary or incidental for the implementation of the project and in particular, for the achievement of the vision and objectives
- ▶ Formulate guidelines for implementation of the various programs of the BPSM Society.
- ▶ Act as Guardian of Rules and "non-negotiable principles" of the Bihar Prashasnik Sudhar Mission Society (BPSM Society) and enforce the rules and guidelines for the implementation of its projects.
- ▶ Accept or provide any grant of money, loan, securities, or property of any kind and to undertake and accept the management of any endowment trust, fund, or donation not inconsistent with the objectives of the BPSM Society.
- ▶ Purchase, hire, take on lease, exchange or otherwise acquire property, movables or immovable and construct, alter and maintain any building or buildings as may be necessary for carrying out the objectives of the BPSM Society.
- ▶ Receive funds from the State Government or other sources through budget releases and release money to the District Societies/ District Units based on their requirement and utilization of funds previously released.
- ▶ Make rules and regulations for the conduct of the affairs of the BPSM Society and add or amend, vary or rescind them as and when required.
- ▶ Enter into contracts without a requirement for government approval, other than by government representatives on the Governing Council, and undertake any legal action that may be necessary to ensure the fulfillment of contracts made between the BPSM Society and others
- ▶ Exercise overall responsibility for the management of BPSM on behalf of the Government of Bihar within the framework of project guidelines.
- ▶ Following are the schemes implemented by the BPSM Society:
 - Right to Public Service Act (RTPS)
 - Bihar Right to Public Grievance Redressal Act (BPGRA)
 - Bihar Government Servant Grievance Redressal Rules 2019

- Human Resource Management System 2019

The Bihar Prashasnik Sudhar Mission Society (BPSMS) has embarked to set up an IT System on a single secure software platform with provision to upgrade IT Infrastructure for automation of the BPSMS. The objective of this project is to provide a computerized Grievance Management System to modernize the grievance handling services to benefit Citizens at the needy time and serve people better with the help of aided technologies and reduce response time.

By this RFP BPSMS intends:

The broad scope of work for which is as follows -

- Software Maintenance of the Public Grievance redressal system in compliance of the following Acts and Rules
- The Bihar Right to Public Grievance Redressal Act, 2015
- The Bihar right to Public Grievance Redressal Rules, 2016
- Maintenance of existing MIS system and monitoring of this Act/Rules
- Project Management services for 3 Years and extendable up to 2 more Years after successfully completion and by mutual consent of either party.

To implement the above recommendations, BPSMS referred to as the purchaser, intends to engage an SDA, referred to as the SDA that will Supply, Install, Implement and support to set up of an IT System on a single secure software platform with provision to upgrade IT Infrastructure for automation of the BPSMS.

3. INVITATION TO BID

Bihar Prashasnik Sudhar Mission Society, Patna, Bihar (BPSMS) invites Bids from Software Development Companies or Agencies (“Bidders”) for the “Upgradation & Maintenance of Web Application including Mobile App of Bihar Right to Public Grievance Redressal System” under Bihar Right to Public Grievance Redressal Act, 2015 (BPGRA). Bidders may view and study the RFP document containing the detailed terms & conditions from the website <http://bpsm.bihar.gov.in> and <https://eproc2.bihar.gov.in>. The bids are to be submitted as per the procedure given in this document.

The response to the RFP must be received no later than the time, date, and venue mentioned on the cover page. Bids that are received after the deadline WILL NOT be considered in this procurement process.

4. INSTRUCTION TO BIDDER

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on the successful award of the assignment by BPSMS on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal

written contract has been executed by or on behalf of the BPSMS. Any notification of preferred bidder status by BPSMS shall not give rise to any enforceable rights by the Bidder. BPSMS may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the BPSMS.

- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- f) Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP.
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

4.1. Prebid Meeting and Clarification

- a) BPSMS shall hold a pre-bid meeting with the prospective bidders on 13/12/2022 at 11:00 Hours through online mode.
- b) The Bidders will have to ensure that their queries for the Pre-Bid meeting should reach to BPSMS only by email bpsms1@gmail.com on or before 12/12/2022 by 15:00 Hours.
- c) The link to the meeting shall be shared through the mail with the prospective bidders who have submitted the pre-bid queries.
- d) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached).

SN	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

- e) BPSMS shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by BPSMS.
- f) The Nodal Officer notified by the BPSMS will endeavor to provide a timely response to all queries. However, BPSMS neither makes representation or warranty as to the completeness or accuracy of any response made in good faith nor does BPSMS undertake to answer all the queries that have been posed by the bidders. BPSMS also does not guarantee that the suggestion(s) made by any prospective bidder through a pre-bid query or otherwise shall be accepted.
- g) At any time prior to the last date for receipt of bids, BPSMS may, for any reason, whether on its

own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- h) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on <http://bpsm.bihar.gov.in> and <https://eproc2.bihar.gov.in> portal.
- i) Any such corrigendum shall be deemed to be incorporated into this RFP.
- j) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BPSMS may, at its discretion, extend the last date for the receipt of Proposals.

4.2. Right to Terminate the Process

- a) BPSMS may terminate the RFP process at any time and without assigning any reason thereof. BPSMS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by BPSMS. The bidder's participation in this process may result in BPSMS selecting the bidder to engage towards the execution of the contract.

4.3. RFP Document & Processing Fees

The RFP document can be downloaded from the official website of BPSMS <http://bpsm.bihar.gov.in> and <https://eproc2.bihar.gov.in>. The bidders are required to submit the **INR 1,000 (Rupees One Thousand only) plus GST-18%** through net banking at the mentioned bank details on <https://eproc2.bihar.gov.in>.

4.4. Earnest Money Deposit - Bid Security Declaration

- a) The General Bid should also contain relevant supporting documents and Earnest Money Deposit (EMD) as per details given below, through e-payment / Demand Draft /Irrevocable Bank Guarantee (valid for six months) of any nationalized/ scheduled bank or drawn/deposited in favour of Bihar Prashasnik Sudhar Mission Society, Patna. EMD for the entire project Rs.200000/-.
- b) In the case of bidders whose bids are accepted for undertaking the work assigned for this tender, the successful bidder will submit a Performance Security deposit, which will be equal to 5% (five percent) of the project Value. The same would have to be in form of an irrevocable valid Bank Guarantee and have to be submitted within 15 days from the issuance of the LOI.
- c) The successful bidder will also submit an acceptance of the LOI within three days from the awarding of the Contract.
- d) Earnest Money Deposit of the successful bidder will be refunded on receipt of the Performance Security Deposit from the bidder.

- e) The bid shall be rejected if a bidder withdraws its bid during the period of bid validity. The bid shall also be rejected if a bidder submits any fake/ forged/ fraudulent/ manufactured documents along with the RFP or has been rejected on similar grounds in the previous bids of BPSMS.
- f) In the case of a successful bidder, the bid shall be rejected, if the bidder fails to accept the Work Order or fails to furnish performance security after accepting the Work/ Purchase Order and shall be liable for blacklisting.
 - i. Modification of specifications and extension of the closing date of tender if required will be made by an addendum. Copies of the addenda will be updated on the website of BPSMS <http://bpsm.bihar.gov.in> and <https://erpoc2.bihar.gov.in> website under the section "Tender". This shall form a part of the tender. The bidder shall visit the website for updated information relating to the tender.
 - ii. The BPSMS reserves the right to accept or reject any or all tenders without assigning any reason whatsoever. The BPSMS may also alter the scope at the time of placing orders.
 - iii. Bidders shall carefully examine the tender documents and the technical specification and fully inform themselves as to all the conditions and matters, which may in any way, affect the work or the cost thereof. Should a bidder find discrepancies in or omissions from the specification or other documents or should there be any doubt as to their meaning, he should at once notify the BPSMS and obtain clarification in writing. This however does not entitle the bidder to ask for time beyond the due date fixed for receipt of tenders.
 - iv. Submitted tender forms with overwritten or erased or illegible rates or rates not shown in figures and words in English will be liable for rejection. In case of discrepancy between words and figures noted against the item of the tender and between unit rates and the total amount, the decision of the competent authority accepting the tender will be final and binding on the bidders. Corrections in the tender, if unavoidable, should be made by rewriting with the date and initials of the bidder after scoring out of the wrong entries.
 - v. Request from the bidders in respect of additions, alterations, modifications, corrections, etc. of either terms or conditions or rates after the opening of the tender may not be considered.

4.5. Submission of Proposal

- a) The bidders should submit their Pre-Qualification Bid, Technical Bid and Financial Bid, Processing fee through <https://eproc2.bihar.gov.in>.
- b) Earnest Money Deposit (EMD) shall have to be paid through e-payment or in the form of Demand Draft/ Bank Guarantee. The Original hardcopy of the DD/ BG has to be submitted to Bihar Prashasnik Sudhar Mission Society, Patna.
- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or

Technical Proposal but should only be indicated in the Financial Proposal.

- d) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e) The proposal/ bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- f) All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.

4.6. Adherence to the Annexures

The bidder must submit all documents as asked in the Annexures. Any deviation or non-submission in the prescribed template shall lead to the rejection of the bid.

4.7. Contents of Technical Bid

The technical bid must contain the information as mentioned in [clause no.6.3](#) along with other details as mentioned in this RFP.

4.8. Proposal Preparation Cost

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of the proposal, in providing any additional information required by BPSMS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

BPSMS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.9. Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

4.10. Venue & Deadline of Proposal submission

Proposals, in its complete form in all respects as specified in the RFP, must be submitted online <https://epoc2.bihar.gov.in> on or before 19/12/2022 till 15:00 Hours

4.11. Late Bids

- a) Bidder needs to submit the bids in through <https://eproc2.bihar.gov.in> Late bids shall not be accepted.
- b) BPSMS shall not be responsible for non-submission/delay in submission of bids due to any reason whatsoever. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline.
- c) BPSMS reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

4.12. Evaluation Process

- a) The Tender Committee constituted by BPSMS shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence may lead to rejection of the bid.
- b) The decision of the Tender Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- c) The Tender Committee may ask for meetings with the Bidders to seek clarifications on their proposals if required. The bidders shall submit their clarification if any.
- d) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.13. Technical Bid Opening

The Proposals submitted up to 19/12/2022 will be opened on 20/12/2022 (Pre-qualification bid & technical bid) at 11:00 hours in presence of the Tender Committee. The representatives of the bidders, who are to be present at the time of opening, shall submit their email request to bpsms1@gmail.com enclosing the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

4.14. Tender Validity

The offer submitted by the bidders should be valid for a minimum period of 180 days from the opening of financial bid. However, validity of the price bid of the selected bidder will be for entire contract period including extension period as mentioned in the RFP.

4.15. Tender Evaluation

- a) Initial Bid scrutiny will be held, and incomplete details as given below will be treated as non-responsive if Proposals:

- i. are not submitted as specified in the RFP document
 - ii. received without the Letter of Authorization (Power of Attorney)
 - iii. are found with suppression of details
 - iv. with incomplete information, subjective, conditional offers, and partial offers submitted
 - v. submitted without the documents requested in the checklist
 - vi. with a lesser validity period
- b) BPSMS shall prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

5. TERMS OF REFERENCE

5.1. Solution Outline

Bihar Public Grievance Redressal Act has been implemented in the entire state with effect from June 5, 2016, with the objective of resolving the grievances of the general public within a fixed time-limit. The web application for “The Bihar Right to Public Grievance Redressal System” is the platform where all kinds of application regarding the public grievance are submitted by any complainant and all hearing activities and orders given is being maintained and is available for the public domain. An MIS report is being generated to facilitate and report the data of the system. The current system being implemented in BPSM shall be upgraded with additional features & functionalities.

The Application has a web portal which has the list of important document as well important links. It provides the destination for the login /password retrieval of all of the users. The complainants are also able to find the status of complain but putting the application number on the portal.

The portal is being used by the official of the “The Bihar Right to Public Grievance Redressal System”.

BPSMS has embarked to set up an IT System on a single secure software platform with provision to upgrade IT Infrastructure for automation of the BPSMS. The objective of this project is to provide a computerized Grievance Management System to modernize the grievance handling services to benefit Citizens at the needy time and serve people better with the help of aided technologies and reduce response time.

The below section gives a scope description and overview of the entire processes involved starting from the requirement of the RFP till the service of maintenance, Upgradation, of software application of Bihar Public Grievance Redressal Rights Act (BPGRA).

5.2. Key Processes & Components

The proposed Solution pertaining to the Upgradation & Maintenance of Web Application (<http://lokshikayat.bihar.gov.in>) including Mobile application (Jan Samadhan) of the Bihar Right to Public Grievance Redressal System will cater to the following objectives.

- a) Upgradation, and Maintenance of BPSMS Portal
- b) Project Management Services of Call Centre for Grievance Redressal.

The web application for “The Bihar Right to Public Grievance Redressal System” is the platform where all kinds of application regarding the public grievance are submitted by any complainant and all hearing activities and orders given is being maintained and is available for the public domain. An MIS report is being generated to facilitate and report the data of the system.

The Application has a web portal which has a list of the important document as well important links. It provides the destination for the login /password retrieval of all of the users. The complainants are also able to find the status of complain but putting the application number on the portal. The portal is being used by the official of the “The Bihar Right to Public Grievance Redressal System”. Important components and detailed features of the ADMIN account for the web application are as follows:

- 1) **Master Data:** Admin can create, add, modify, delete, remove, upload and download various master data listed below. Users of the Application: These are the levels of users
 - a. District
 - b. Subdivision
 - c. Department
 - d. Headquarters (State)

At each level there are three types of users, mentioned below:

- a. Operator
- b. Public grievance redressed officer. (PGRO)
- c. Public Authority Respondent officers (officer against whom notice is issued by the PGRO)

All districts, subdivisions, and departments of Bihar have separate account credentials for all types of users and their profiles must be maintained separately. The information shall be maintained in a proper manner mentioned below:

- a. Department wise
- b. Authority wise
- c. Category of petition wise
- d. Block wise
- e. Date wise

- 2) **MIS reporting:** Following reports are being generated at present. During the tenure of agreement, the agency should be able to generate various kinds of reports but not limited to the following:
- a. Department-wise MIS report
 - b. District-wise MIS report
 - c. Sub Division wise MIS report
 - d. Authority/officer-wise report
 - e. Case and complaint-wise report
 - f. Resolved case and complaint-wise report
 - g. Pending case and complaint-wise report
 - h. Login wise MIS reports
 - i. Date wise report

Apart from mentioned above MIS report, the provision of customization report is also there. If BPSM required any other type of MIS report than it shall be prepared and incorporated into the application by the software development agency.

5.3. Key Application Features

The proposed upgradation and maintenance work in the BPGRA application have below major features:

1. **At Operator Level:** Responsibility and work of operators related to application <http://lokshikayat.bihar.gov.in/> are as below:
 - a. Filling the Form - Operators are filing the form submitted by the complainant regarding any grievance related with anything at any counter. The form filling has option to upload the scanned copy of the application if needed or may be uploaded after the submission of the application.
 - b. **Provision to Appeal** - In case a complainant is not satisfied with the decision on his complaint he may file an appeal again. The operator has to fill out the appeal form and an acknowledgment will be given to him as well as a copy shall be maintained by the operator.
 - c. **MIS Report** - A report must be generated for all kinds of submissions and must be searchable date-wise, department-wise, or application number-wise.
 - d. **SMS Service:** A SMS message and mail has been triggered to the complainant.
2. **Public Grievance Redressed Officer (PGRO):** Responsibility and work of operators related to application <http://lokshikayat.bihar.gov.in/> are as below:
 - a. **Received Application List:** A list of the received application appears in the PGRO account which has the option to see details and print. The applications which have not been processed are only shown in this list and there is an option to process. As a part of processing the PGRO are able to take the following actions.
 - i. Transfer to other PGRO: if the application does not concern this PGRO, he

- can transfer the application to another PGRO that may be at the level of district, subdivision, or department.
- ii. Mark as Negative list: If the application falls under the negative list, PGRO can mark it as a negative list (specific list with related to the department).
 - iii. Issue notice: he can issue notice to concerned officers which can be filtered by program name, district/block position, and officer. (drop-down menu)
- b. **Application for Hearing:** A list of the received application appears in the PGRO account which has an option to view and order. The PGRO can pass an interim order or final order. In the case of the interim order, he puts the next hearing date as well as a note on the current hearing. He is able to put an attachment regarding an order during the hearing if any. An SMS message and mail have been triggered to the complaint. All the documents at this stage are digitally signed.
- c. **Resolved Applications:** A list of resolved applications are maintained with all the details as well as list of all hearing done at that application. This must be searchable according to date and application number wise.
- d. **MIS Report:** A report must be generated for all kinds of submissions and must be searchable as per date or application number wise. Major report at this level is, “weekly reports office and district wise, service wise, appeal against grievance and ranking reports”

Apart from above mentioned user, these are also users of BRPGRA Application

- a. Circle Officer (CO)
- b. Sub Divisional Officer (SDO)
- c. Superintendent of police (SP)

Above these logins, there has an option to upload weekly meeting reports from their authorized login credential.

3. Login-based features available in the application:

- a. At Public grievance redressed officer level:
 - Cause List
 - Received Application
 - Order application
 - Generate Notice
 - Attendance marking of Lokpradhikar and Applicant
 - Reopen Grievance
 - Remand Grievance
 - Appeal Grievance
 - Success story
 - Feedback Response management
 - Document Repository
- b. At District Magistrate level:

- Appeal received
- Cause list
- Penalty management
- Monthly meeting reports
- Notice

5.4. Requirement for Adherence to Technology

The following Technology and standards should be used for upgradation and maintenance the overall solution for BPSMS Information System:

Application	Standard
Portal Development	W3C Specification
Front End programming language	Asp dot net
Back-end programming language	SQL server
Flash, Animation Design	HTML, CSS, etc
Photograph	JPEG (minimum resolution 7 640 X 480 Pixels
Scanned Documents	TIFF (Resolution of 600 X 600 dpi)
Digital signature	RSA standards
Data Standards	All-important data entities would be in line with standards published by DIT (http://egovstandards.gov.in)
Localization Standards	All Applications would comply with standards published on http://egovstandards.gov.in to ensure common look and feel.

5.5. Software integration of various delivery channels

- i. Inbound calls: Citizen lodging the complaint by phone call. The detail of the complaint is entered by the operator and forwarded to the concerned entity for further processing.
- ii. IVR functions: Citizen lodging the complaint to IVR which subsequently gets auto entered by IVR the portal and then forwarded to the concerned entity.
- iii. SMS integration: The citizen complaining directly through SMS is forwarded to the concerned entity for further processing.
- iv. Web integration: The citizen complaining directly into the portal by the citizen is forwarded to the concerned entity for further processing.
- v. Manual Integration: Citizens come directly to the dept and lodge the complaint via the manual mode (i.e., on paper) which is subsequently entered by the operator into the portal and then forwarded to the concerned entity.
- vi. Email integration: The citizen lodging the complaint directly through email is forwarded to the concerned entity for further processing.

- vii. Mobile apps integration: Citizen lodging the complaint through Mobile App which subsequently gets auto entered into the portal and then forwarded to the concerned entity.
- viii. Caller segmentation: Caller segmentation (public/ employee/ MP/ MLA/ Panchayat officials etc.)
- ix. Help Desk: To organize and provide a centralized help desk for providing guidance/information to citizen on various categories of information which include services offered, procedures, abstract information, and tracking status etc.
- x. Monitoring: To design a system that enables offline and online information facilitation/ dissemination and public grievance registration in the respective offices/sections/dept Call Centre, the solution has-
 - ✓ To facilitate dept to have access, monitor and track details of all grievances lodged by all citizens, along with their disposal status etc.
 - ✓ To provide a gateway to citizen to register and track their grievances with status.
 - ✓ MIS reports are provided to the dept at the press of a button in all aspects of grievance redressal.

5.6. Components of Complaint Grievance Management

- i. **Complaint Registration:** Complaint registration enables the Citizen to register complaints against registered services/functionalities. Citizens can lodge the complaints directly into the portal, or through IVR software to be integrated with the required customization.
- ii. **Process & Update Grievance:** All the Entities will receive complaints lodged by the citizen online, process the complaints, and will update the status of the complaints on the Grievance Management System within the time frame set with specified rules.
- iii. **Status management:** The Status Management component contains a list of status that is relevant to a complaint in the Grievance Management System. The complaint status will change dynamically both on the trigger of a manual processor and an automated process.
- iv. **Reporting and MIS:** The system should allow generating MIS reports on a real-time basis and have a flexible & comprehensive reporting mechanism.
 - ✓ Searching & extraction of information based on any criteria can be located and extracted using pre-defined or fresh queries
 - ✓ Customization reporting. Exporting of reports in various standard formats such as Excel, PDF, and Text should be possible.
- v. **Configuration Management:** Configuration management will enable configuring master activities that helps the users to define the parameters for all modules of the Grievance

Management Systems. Configuration includes Services, BRPGRA Hierarchy, set escalation days, Complaint closure settings, etc.

- vi. **Role Management:** will enable user to use the application as per their role/credentials assigned (i.e., Administration user, Executives user, Operator user, Officer User, citizen user, etc.) and should have complete user management and security setting modules.
- vii. Feedback Management
 - ✓ Facility for analyzing feedback on monthly basis to provide insights to achieve Portal goals and objectives.
 - ✓ Provision of an FAQ (Frequently Asked Questions) page to address common user queries.
 - ✓ Email and feedback management by addressing queries and feedback within a maximum time span of 24 hours for queries within the scope of FAQs and a maximum of 48 hours for other queries requiring referencing and/or research.
- viii. **Others component:**
 - ✓ uploading announcements, Letters, notifications, etc. that are regularly sent by the BPSMS.
 - ✓ Enabling the site to meet all Department of Information Technology, and Government of India guidelines issued from time to time.
 - ✓ The site is developed in both English and Hindi languages simultaneously.
 - ✓ Translation of Portals into various national and international languages and upload these mirror Portals on BPSMS Portal.
 - ✓ Monthly Web Analysis Report with page views, sessions/visits, unique visitors, country-wise distribution of visitors, etc.

5.7. Scope of Work – Web Portal (<http://lokshikayat.bihar.gov.in>)

- i. Graphic Design Support, Graphic updates, or New Designs- The graphical contents of the website should result in an eye-catching website with pleasant and appealing color-codes portraying activities of BPSM. Web portal shall be Dynamic at every level so that Admin can do the file upload, download, remove, delete, user account creation, user account deletion, change of home page snap, etc.
- ii. Content Management- The BPGRA website is to cover all pages available in <http://lokshikayat.bihar.gov.in/> web portal for every stakeholder. Admin may include some independent content from time to time.
- iii. Altering the usability of the website - The website should be optimized for load time, response time, navigation, search, etc. The optimization should cover all the areas like HTML, CSS, GRAPHICS, PDF etc. and would be involving smaller page sizes and faster downloads. The website should be supported by all browsers and must be GIGW / STQC compliant.

- iv. Content research and management (Uploading of the English & Hindi Contents on website).
- v. Patch Management: Evaluation of suitability/requirement of Microsoft Windows Servers patches and application of the same on all servers if required.
- vi. Help Desk Management: All Call Log / Complaints details (website updates / Mobile updates / issues etc.) are to be managed and maintained by the selected SI. Online access of all Issues/Tickets with as on date status (centralized helpdesk) to be maintained.
- vii. Search Engine Optimization: The SI shall create SEO Program that results in an increase in overall visitors. Monthly, SEO report must be submitted by SI.
- viii. Development of any new modules and enhancements to the existing modules will be the responsibility of the SI.
- ix. SI has to do security audit of the web portal performed through a CERT-In empaneled agency and provide safe to host certificate as per statutory requirements (as and when required), Security clearance certificate. The cost will be born by BPSMS.
- x. The team deployed should prepare monthly plan for activities, they should perform preventive maintenance from the perspective of performance, security, ease of access etc.
- xi. Uploading of English and translated Hindi contents, after formatting, according to the uploading / downloading web format (Like HTML, CSS, GRAPHICS, PDF etc.), as & when required. Records of amends in web contents of both (English and Hindi) should be maintained to determine the performance of the site with respect to webpage load speed and these statistics will be stored and examined on a monthly basis and analyzed
- xii. The appropriate website traffic data to be presented to BPSM, monthly in a suitable format or as and when required.
- xiii. Modification of Site Map as and when required.
- xiv. To make and maintain the website as a Disabled Access Friendly website.
- xv. The SI will hand-over the source code with complete documentation softcopy to BPSM and undertake to debug any flaw in the software development. The SI must ensure the confidentiality and security of data to be maintained.
- xvi. The SI shall provide the complete backup of the data and also take it backup on regular basis. SI will collect the backup of the <http://lokshikayat.bihar.gov.in/> website from the SDC server when required.
- xvii. The SI also has to provide all technical support to BPSM related to Software including hosting and domain registration in case requirement arises.
- xviii. The SI would work closely with the BPSM and designate a team to provide the requested job in a timely and professional manner.

- xix. The SI shall undertake modification, beautification including animation (wherever deemed appropriate or required), social media Integration and amend of the content to the utmost satisfaction of the BPSM. The SI will have to convert any material sent in soft copy format (MS-Word/PageMaker or any other format) to PDF/HTML (or any other format as and when necessary) format before hosting.
- xx. It may be necessary for the SI to liaise with various units/sections of the BPSM and gather the required information. Based on the information, the SI shall analyze and design suitable for Webpages, modules to be made online, either dynamically or otherwise keeping in view the easy accessibility and/or security of such information
- xxi. MIS reporting – SI has to develop the format to fetch the report as per the BPSM requirements. Major MIS report which shall be generated is Department wise MIS, District wise MIS, Subdivision wise MIS, Authority / officer wise MIS, Case and complaint wise MIS, Date wise MIS and Login wise MIS reports.
- xxii. Apart from mentioned above MIS report, the provision of customization report is also there. If BPSM required any other type or format of MIS report than it shall be prepare and incorporate in the application.
- xxiii. Static/Dynamic information amend (as and when required).
- xxiv. Maintenance & checking for dead links of static pages.
- xxv. Archival & amend of data & sitemap of information.
- xxvi. Re-design of Home Page (as and when required) and all inputs shall be provided by BPSM
- xxvii. Search Engine Optimization - This feature should ensure that Mobile App is indexed with all popular Search Engines (Google, Yahoo, Bing & Live) using top keywords and meta description.
- xxviii. Users can find details of already submitted complaints and the App shall facilitate submitting UCC SMS/Call Complaints.
- xxix. All upgradation work shall be done by SDA after receiving the written confirmation from the BPSM.

5.8. Scope of Work – Mobile App (Jan Samadhan)

This Scope of work in this section is for system study, design, maintenance, testing & implementation of Mobile App (for managing Unsolicited Commercial Communication) for both iOS & Android platform, Reporting dashboard/portal and further maintenance.

It is envisaged that the Web Portal is also accessible through various Mobile devices and smart phones, through defined mobile application or normal browsing through a mobile device. All the features and functionalities as defined for the access mechanism through Web Browser / Internet is also applicable in case of accessing the Portal through any mobile device. The SDA needs to

optimize the Portal web content. with user friendly features so that the Users can easily browse and operate the service features through these devices.

- i. All development(s) & enhancement(s) shall be done at par with the best of industry standards in minimum span of time & maintenance of the same shall be done to the satisfaction of BPSM.
- ii. Features in App and Dashboard shall not be limited to existing application. Detailed features/requirements shall be finalized during the requirement gathering phase
- iii. Mobile App (both Android and iOS) & Portal shall be upgrade and maintain for all users of BPGRA with industry standard User Interfaces and new technological design patterns.
- iv. Mobile Apps shall be upgrade bilingual, i.e. in both Hindi & English.
- v. User feedback and reviews mechanism.
- vi. Analytics mechanism to track and identify user experience and actions.
- vii. App Admin should be easy in terms of usability and changes in design & content.
- viii. Network level security, traffic to be encrypted using secured connectivity.
- ix. Continuity Measures, risk management plan for the continuity of services, data backup policy, business continuity plan.
- x. Functional Requirement Documentation, App Design Documentation, App Installation guide, App Administration guide and App User Operation document to be provided.
- xi. Real time information via GPS availability
- xii. Mobile Apps download based on phone OS and services
- xiii. Feature for update application with permission to download
- xiv. Handover, guidance and training to BPSM users to make design changes, to update content and to maintain the proposed solution.
- xv. Resolution Independent Mobile Apps Structure - Mobile Apps must adjust itself automatically as per the screen resolution of the Mobile i.e., 1024*768, 1200*800 etc. Resolution independent Mobile App will automatically expand/compress itself as per the screen resolution and hence there should not be any vertical scroll in the Mobile Apps structure. There should be minimum use of flash.
- xvi. Feedback Management
 - ✓ This shall help user department in collecting feedback from Mobile Apps users.
 - ✓ To develop an online form for collecting feedback from Mobile App users.
 - ✓ All the feedback data should be emailed to the designated officer's email ID.
 - ✓ A copy of all the feedbacks received should be stored in Database on the server for subsequent review by the administrator
- xvii. Mobile Apps Statistics
 - ✓ To help user department in analyzing the popularity of the mobile app and visitors' behavior pattern on the mobile app.

- ✓ To facilitate the administrator to view mobile app hits.
- xviii. All upgradation work shall be done by SDA after receiving the written confirmation from the BPSM.

5.9. User Interface and Access Channels of BPSMS Portal

I. Web Browser –

- a. Access over Internet / through Web Browsers is one the key access mechanisms for the Portal. All the Portal ecosystem partners is connected to the Portal via Internet.
- b. The BPSMS Portal and BPSMS officials will have access via internet and a special Gateway to National Knowledge Network (NKN) is provisioned for the broadband connection.
- c. The SDA is required to design the NKN Gateway and access mechanism in this regard, in consultation with stakeholders, including BPSMS. The access rights for the contents and modules of the Portal is managed through the 'role-based access control' (RBAC) mapped to individual / group login credentials.
- d. The Portal has both static and dynamic information / content that is available and accessible through a web browser via Internet.
- e. The kind of information / content to be displayed on the web portal is managed and controlled through the 'Application Admin' module and 'Content Management' module of the Portal with an intention of making most of the information available for Stakeholders consumption through the web portal.
- f. The SDA is required to develop a comprehensive browser-based information control and display feature through these modules.

II. Mobile Devises and Tablets –

- a. It is envisaged that the Portal is also accessible through various Mobile devices and smart phones, through defined mobile application or normal browsing through a mobile device.
- b. All the features and functionalities as defined for the access mechanism through Web Browser / Internet is also applicable in case of accessing the Portal through any mobile device.
- c. The SDA needs to optimize the Portal web content with user friendly features so that the Users can easily browse and operate the service features through these devices.
- d. Some of the key requirements related to Mobile Apps, but not limited to, are mentioned below:

- ✓ The Mobile Apps should provide an intuitive and user-friendly GUI that enables users to navigate and apply actions with ease. The GUI is

responsive with very little or no delays or time lag at launch or whilst navigating through screens.

- ✓ The Mobile Apps enables ease of configuration and changes to existing GUIs and support the introduction of new screens.
- ✓ The Mobile Apps provides on screen tips and online help to aid users while interacting with it.
- ✓ Make use of data available in the existing Database and reduce duplicate data entry
- ✓ Provide way for users to provide feedback on the mobile apps, a quick way to report bugs, and provide suggestions or criticisms.
- ✓ Incorporate analytics into mobile app, to track and identify users experience and actions.
- ✓ Apps is easily customizable and easy to Administer data in the Portal Database
- ✓ Network level security, traffic should be encrypted using secured connectivity
- ✓ Support real time information via GPS availability

III. Common Service Centres / ePRIs / Cyber Cafe

- a. One of the access channels through which interested Citizens will be able to avail services is through CSCs and ePRIs, implemented under the State e-Governance Plan (NeGP) formulated by the BPSMS of Ministry of Electronics and Information Technology (MeitY), Government of India.
- b. The Common Services Centres (CSCs) are ICT enabled front end service delivery points at the village level, providing various citizen centric services.
- c. It is envisaged that the Portal is accessible through Internet at these Centres and the operators are able to assist the interested citizens with information and services as required.
- d. The responsibilities of the operators at these Centres is limited to providing required information, logging grievances / complaints and uploading / updating data / information.

IV. E-Mail and SMS

- e. The Portal is envisaged to send alerts / intimations / automated messages to register email and mobile number, based on preferences set up / opted by individual users.
- f. An authenticated SMTP mail service (also known as a SMTP relay or smart host) is envisaged to be integrated under the NIC/MeitY framework for sending mails from Portal and delivered to intended inbox or mobile device.

- g. Text messages, integration with either 'Mobile e-governance Service Delivery Gateway' (MSDG) or another SMS Gateway, as provided by the SDA is envisaged. The MSDG is established to deliver Government services over mobile devices using mobile applications installed on user's mobile handsets.
- h. MSDG is developed based on IIP/IIS (Interoperability Interface Protocol / Interoperability Interface Specifications) standards of government of India, it provides seamless integration with backend BPSMS through existing NSDG/SSDG eGov exchange infrastructure and provides different set of mobile based services to both BPSMS and citizens.
- i. The SDA is free to provide another SMS Gateway services at no additional cost to BPSMS, as part of integrated Portal solution, but the services and its quality should not be compromised.

5.10. Report Management of Portal

i. MIS Reports –

- a. This reporting feature of Portal is envisaged to allow authorized Users the ability to have a customized view of the entire list of reports they use or wish to use. Required security is applied to this module providing a restricted access as per different category of Users within the Portal ecosystem.
- b. This module is further linked to the Personalized Dashboard where the same links to these reports can be displayed in small portals, so that any User may not always search for their frequently used reports from the Reports module, and they can add it to their own Dashboard for ease of use.
- c. All the reports made available need to be controlled through 'Admin' module for variable access depending upon the nature and status of the User.
- d. The access control list of the reporting servers needs to be mapped and configured with the admin access control policies. Following are the kinds of reports proposed as part of Portal.

ii. Fixed Reports:

- a. This subsection within the Reports module has a list of all fixed reports as a hyperlink, which displays the reports as per pre-defined logic / query on the screen, with the option of exporting the report to different formats (PDF, HTML, word, excel or comma separated values), Print and / or save the reports.
- b. All these is able to one click fixed reports or dynamic to allow changes to only certain parameters (like date or period range, location, etc. though dropdown fields) in the pre-defined query and then execute the command to prepare the report.
- c. The Users have the option is make the selections as 'Default' so that every subsequent time the reports are generated on a single click as per the selected parameters, without

having to change those every time.

iii. Custom Reports

- a. An UI interface is provided to specific users that give them view of the solution database providing the ability to generate custom reports as and when required by selecting any particular field, table or column (as per Database design) by drag and drop feature.
- b. The UI helps form simple queries and execute them by providing the user with ability to select fields / tables from the display and enter certain basic parameters.
- c. The filter criteria and other user-friendly features is also be provided for ease of use.
- d. The screen view of the report is displayed and then the user has option of exporting it to different formats as also mentioned above. The key features of this functionality are as follows:
 - ✓ This functionality is permission restricted. Based on the type of rights / permissions granted to any user, they have ability to view the tables of the solution database through the User interface.
 - ✓ Report Builder tool is being used to implement this functionality so that Users can easily create and execute queries by only entering the basic parameters. However, the decision of BPSMS in this matter will be final and binding on all parties concerned.
- e. The proposed solution should be able to generate various kinds of reports but not limited to the following
 - ✓ Department wise MIS report
 - ✓ District wise MIS report
 - ✓ Sub Division wise MIS report
 - ✓ Authority/officer wise report
 - ✓ Block wise MIS report
 - ✓ Case and complaint wise report
 - ✓ Resolved case and complaint wise report
 - ✓ Pending case and complaint wise report
 - ✓ Login wise MIS reports
 - ✓ Date wise report

5.11. Manpower Deployment

The Software Development Agency apart from design, development & maintenance of the proposed BPGRA Portal, shall deploy dedicated manpower as per following requirement:

SN	Position	Qualification & Profile Description	Min. Requirement
1	Project Manager cum Software Developer	<p>Education: Full Time B.E / B. Tech from reputed institute</p> <p>Total Experience: At least 7 years in IT domain should have more than 4 years of experience of developing large Web Application and handling such large projects as a project manager. Experience in handling Govt. Assignments.</p> <p>Responsibilities: End to End Project Management and upgradation of web portal, Team Handling, Client interaction to ensure timely completion of project milestones.</p> <p>Languages known (Read, Write and Speak): Hindi, English Excellent writing, communication, time management and multi-tasking skills</p>	1
2	Database Technical Support	<p>Education: Full time B.E / B. Tech / M. Tech</p> <p>Total Experience: Certified DBA with at least 3 Years in IT domain Should have experience of more than 3 years as a Database Administrator in large projects of similar nature with experience in database activities like instance tuning, schema management, space management, backup and recovery, disaster recovery, data replication, database refresh etc.</p> <p>Responsibilities: Database Administration, Data backup, Day to day coordination. Recovery provisions.</p> <p>Languages known (Read, Write and Speak): Hindi, English Excellent writing, communication, time management and multi-tasking skills</p>	1
3	Software Maintenance Expert cum Project Coordinator	<p>Education: Full Time B.E / B. Tech from reputed institute</p> <p>Total Experience: Experience in handling IT Solution, Technical Expertise in software development & maintenance services. At least 3 Years in IT domain should have more than 3 years of experience as team member of handling such large projects.</p> <p>Responsibility: Periodic Maintenance of Software. Identification of system deviation, bug fixing for smooth running of the system. Report to the Project Manager on day-to-day basis.</p> <p>Languages known (Read, Write and Speak): Hindi, English Excellent writing, communication, time management and multi-tasking skills</p>	1

The above resources shall be deployed onsite during the total tenure of the assignment at BPSM office. The Software development agency shall provide the detailed CV of the proposed resource s keeping in view the profile requirement while submitting their proposal. Payment shall be made on the deployment of team members mentioned in above table.

5.12. Stakeholder's Responsibility Matrix

SN	Responsibly of Work	BPSMS	Service Provider

1	Space Allocation , Electric Power/solar / Gen set at Office	Y	-
2	Toll-free Numbers and Communication cost	Y	-
3	Internet Connectivity with Backup to head office at Patna Based on MPLS Minimum 10 MBPS and 5 MBPS Backup	Y	-
4	Application Upgradation and Maintenance of develop Portal		Y
5	Backup and Recovery of Database	Y	Y
6	Installation of Necessary application Software in call center and Datacenter	-	Y
7	Deployment Of Manpower at HQ	-	Y
8	Data Migration Related Work (in XLS ,xml Format)	-	Y
9	Upgradation & Maintenance of Application Software, 3 years from date of LOI	-	Y
10	Monitoring of work flow	Y	Y
11	Reporting on completion	Y	Y
12	Exit Management	Y	Y
13	Sign off Certificate on completion of Contract and successful Exit Management	Y	Y
14	Data Availability from other BPSMS in .xml or xls format for migration if required	Y	-
15	Data Center and Call Center Setup	Y	-
16	Source code share to BPSMS of entire upgraded application	-	Y

5.13. User Management

- i. The proposed solution should be able to leverage the provisions for configuring the users based on the access level.
- ii. As a part of the User management, the proposed solution should allow the admin users to assign, edit and delete roles.
- iii. All the user actions should be logged into an audit trail database.
- iv. The proposed solution should be able to make necessary provisions for the authorized users to access the workflow and rule management services through the Management and Control Web Portal including mobile app.

5.14. Hosting of the proposed solution

- i. The software development agency shall be responsible for safe hosting of the proposed solution at Bihar State Data Centre.
- ii. The agency shall assess the storage requirement & ensure smooth hosting of the proposed system
- iii. The web-application part should comply with standard security norms
- iv. Solution to be hosted/deployed in the department-provided cloud environment with Disaster recovery provision
- v. Services and Maintenance during institution working hours
- vi. Generation of offline Reports as required by the department
- vii. Regular maintenance activities of the solution

- viii. User management module
- ix. Maintenance of the system for 3 year which can be extendable up to another 2 years upon successful completion

5.15. Project Deliverables & Timeline

T: The day on which agreement / LOI signed between BPSMS and the Bidder

SN	Milestone	Deliverables	Completion Time
1	Detailed Project Plan & submission of Project implementation Plan	Deployment of Team	T+1 Week
2	Requirement gathering	Detailed Requirement Report	T+ 3 Weeks
3	Design of the Solution Framework for the Proposed Upgradation	Design Document (HLD & LLD)	T+ 5 Weeks
4	Upgradation of the proposed portal on the basis of approved Requirements and Design	Prototype & final Design Document	T+ 11 Weeks
5	Go Live (Successful Deployment of the proposed Upgraded system)	Go Live Certificate	T+ 24 Weeks
6	Operational Upgradation & Maintenance of the proposed system for three years	Quarterly Q& M Report	T + 4 Weeks up to 3 Years

6. EVALUATION OF BIDS

6.1. Preliminary Scrutiny

- i. Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified in [clause 6.2](#) to merit further evaluation.
- ii. Bids not conforming to such preliminary requirements will be prima facie rejected.
- iii. In order to technically qualify, the bidder shall fulfill the following basic pre-qualification eligibility criteria as on 31/03/2022.

6.2. Pre-qualification Criteria

SN	Basic Pre-qualification eligibility criteria	Relevant Papers need to be submitted in Technical Bid
1.	The bidder should be a registered company under the Indian Companies Act,1956 or 2013 or a partnership firm for at least 5 years in the field of Website	Company's / Organization's Registration Details like- Certification of Incorporation /Registration / Registered Partnership Deed etc.

SN	Basic Pre-qualification eligibility criteria	Relevant Papers need to be submitted in Technical Bid
	Development, Software Development, System Integration and Application Upgradation and Maintenance.	
2	<p>The average annual turnover should be at least ₹ 5.00 Cr. for the last three years for Bidder.</p> <p>The turnover should have been accrued from Website Development, Software Development/ Software Implementation (IT/ITES)/ System Integration and associated services, in the case of System Integrator.</p>	<p>Copies of audited Balance Sheets and Profit and Loss Accounts/ Annual Reports of the below three financial years.</p> <ul style="list-style-type: none"> - F.Y.2018-19(A.Y.2019-20), - F.Y.2019-20(A.Y.2020-21) and - F.Y.2020-21(A.Y.2021-22)
3	The bidder should be ISO 9001 / ISO 27001 / CMMI L3 or above / ISO 20000 -1 certified company.	Copies of certificates to be submitted
4.	Consortium or joint venture or subletting: The Bidder should not bid under any Consortium. No Consortium bid shall be allowed for this RFP. No subletting of work is permissible.	A Commitment letter on the company's letterhead stating that Consortium and Subletting will not be done at any stage of the project.
5.	The bidder should be in the business of software development or Software/ Platform as a Service for the last five years.	Copy of Work orders or client certificate mentioning the year of execution of work.
6.	The bidder should be registered with GST & should have a valid PAN and should regularly fill the IT return.	<p>a) GST Registration details</p> <p>b) Copy of PAN Card</p> <p>c) IT Return for three financial years among</p> <ul style="list-style-type: none"> - F.Y.2018-19(A.Y.2019-20), - F.Y.2019-20(A.Y.2020-21) and - F.Y.2020-21(A.Y.2021-22) <p>Note: Provisional certificate from CA for year F.Y.2021-22 will not be accepted</p>
7.	The Bidder should have experience of implementation of at least one ICT/ e-Governance projects for Government/ PSU/ Govt. Undertaking with a project value each of ₹ 1 Cr. or above as evidenced by the work order/ Agreement certificate issued by a competent authority.	Copy of Work orders or a client certificate to be submitted.
8.	The bidder should have successfully implemented and maintained at least one grievance redressal web portal for any state or Centre for Government/PSU/ Government Undertaking in past 3 years in India.	Copy of Work orders or a client certificate to be submitted.

SN	Basic Pre-qualification eligibility criteria	Relevant Papers need to be submitted in Technical Bid
9	The Bidder should have experience of implementation of at least 4 Live Mobile Application Project is a part of overall project for Government/PSU (Mobile Apps (Android/IOS) development, Integration, Post Implementation Support etc. including in scope of work of overall project) with a project value each of Rs. 1.00 Cr or above as evidenced by the work order/Agreement certificate issued by a competent authority of the concerned government organization.	Copy of Work orders or a client certificate to be submitted.
10.	Local Presence: The Bidder must have an office in Patna or State of Bihar.	Any Deed or Agreement on office establishment or an undertaking to set up an office within one month from the date of receiving the Lol.
11.	The bidder should not have been blacklisted by any State/Central Government / Government Department / Ministry/State/District/PSU etc. in India for corrupt, fraudulent or any other unethical business practices or for any other reason.	A self-declaration certificate on the company letterhead must be submitted along with the technical bid.
12.	The bidder should have a minimum of 30 employees on the company's payroll and should be associated with software development. Note: Minimum 6 employee must have the experience mentioned in clause: 5.11,	A Letter of Undertaking from the HR Department certifying the number of resources on its payroll. Attach the Resume of employees as per position wise. (2 Resume for each position)

6.3. Evaluation of Technical Bid

The eligibility criteria will be first evaluated as defined in Section: Basic Pre-Qualification Eligibility Criteria for Bidders for each bidder. Detailed technical evaluation will be taken up in respect of only those bidders, who meet with the prescribed eligibility criteria. Scrutiny of the tender document will be done by the Tender Committee to determine whether the documents have been properly signed, Stamped, page numbered, Bid Cost & Earnest Money Deposit (EMD) deposited, and all relevant papers submitted. Tenders not conforming to such requirements will be summarily rejected.

A Technical Bid may not be considered for evaluation in any of the following cases:

- Bidder has not submitted the Bid Cost or Earnest Money Deposit (EMD).
- Each page of the technical bid is not signed and stamped.
- The Technical Bid was submitted in the wrong format; or
- The Technical Bid included details of the financial bid; or
- The Technical Bid reached the BPSMS after the last date and time of submission as specified in the Data Sheet.
- After the technical evaluation is completed, the BPSMS shall notify Bidders whose Bids meet the minimum qualifying technical criteria.

6.3.1. Technical Bid Evaluation

- All the bids will be evaluated based on the Eligibility Criteria. The Tender Committee will shortlist those companies which are satisfying the eligibility criteria in all respects and declare the companies which are technically qualified for further evaluation.
- The Tender Committee would first thoroughly check the technical bid and supporting documents and allocate marks on various parameters based on the papers produced in technical bid. Then eligible agencies will be shortlisted based on the technical eligibility criteria.
- The bidders will be advised to make a presentation (in PowerPoint) duration of approximately 30 minutes including Q&A to the Tender Evaluation Committee on their capabilities, experiences, etc. and showcase their similar work done for other clients based on the components depicted in the below sections.
- The Tender Committee will evaluate Bidders on the criteria formulated and mentioned below. Details of evaluation parameters and scoring system is provided in the table below-

SN	Evaluation Criteria	Basis of Evaluation	Max Score	Score Evaluation
A	Company Profile		20	
1	Average turnover of the bidder in last 03 years from IT/ITES Business.	a) ≥ 5 Cr to < 7 Cr = 6 marks b) ≥ 7 Cr. to < 10 Cr = 8 Marks c) ≥ 10 Cr = 10 marks	10	Audited Balance Sheet and P&L statement along with CA certificate showing the financial details.
2	The bidder should submit the valid certification at the time of bidding	a) Only ISO 9001: 2 Marks b) ISO 27001: 2 Marks c) CMMi L3 or above : 3 Marks d) ISO 20000-1: 3 Marks e) All mentioned above: 10 Marks	10	Copy of valid certificates
B	Bidder's Experience		40	
3	Experience in Application Development: The Bidder should have experience of ICT/e-Governance projects for Government/PSU (Involving Application Software Development Customization, Implementation, Software Maintenance etc.) in the last 5 years.	a) Project Value \geq of ₹ 1 Cr. = 10 Marks b) Project Value \geq of ₹. 1.5 Cr. = 15 Marks c) Project Value \geq of ₹. 2 Cr. = 20 Marks	20	Copies of the Work order/ Contract along with proof of reference certificate from client. Note: In case of ongoing projects, bidder should furnish certificate from client stating receipt of payment against completion of project milestone.

SN	Evaluation Criteria	Basis of Evaluation	Max Score	Score Evaluation
	Min 1 and Max 3 Project Considered.			
4	Experience of MIS Project in Government/ PSU. Max 3 Project Considered	a) One Project: 5 Marks b) Two or more Projects: 10 Marks	10	Copies of the Work order/ Contract along with proof of reference certificate from client. Note: In case of ongoing projects, bidder should furnish certificate from client stating receipt of payment against completion of project milestone.
5	Experience in Mobile Application Integration in M-Governance for Government/PSU (Android/IOS) development/ customization, implementation, Integration, Post Implementation Support etc. including in scope of work of overall project) in the last 5 years.	a) Four Projects: 6 Marks b) More than Four Projects: 10 Marks	10	Copies of the Work order/ Contract along with proof of reference certificate from the client stating the number of users enrolled. Note: In case of ongoing projects, bidder should furnish a certificate from client stating receipt of payment against completion of project milestone.
C	Approach and Methodology & Technical Presentation		40	
6.	i. Bidder's understanding of the requirements ii. Conceptual Design, Software solution architecture iii. Integration architecture and mechanism iv. Product and Software selection criteria v. Project Risks & Mitigation Plan vi. Work Plan		40	Evaluation on the basis of presentation to the evaluation/ Tender Evaluation committee
Total			100 Marks	

All the bidders who secure a Technical Score of 75% or more will be declared as technically qualified.

6.4. Evaluation Methodology

Bidders, whose bids are responsive, based on the technical qualification above and score at least 75% marks (75 out of 100) would be considered technically qualified.

The bids of the technically qualified bidders will be further considered for financial evaluation.

Bidders quoting lowest price(L1) will be declared as the successful bidder. In event that there are 2 or more bidders have offered the same price, the bidders securing the highest technical score will be adjudicated as the best responsive bid for award of the project. The successful bidder would be awarded the Letter of Intent (LoI) followed by signing of MSA

6.5. Error and rectification

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the tendering authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii. 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; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above conditions.

6.6. Award of Work

The finalization of the Proposals will be done by a committee constituted by BPSMS for this purpose. The work will be awarded to the successful bidder, whose bid has been determined as the best technically and financially lowest i.e., the work order / LoI will be issued to the Bidder quoted least value after having technically qualified with a request to submit the Performance Security. The selected/successful bidder shall sign a contract/agreement with the department incorporating terms and conditions of design, development, implementation, maintenance & support of the proposed solution and payment, and penalties as mentioned in the RFP. The contract/agreement shall be signed within 15 days of communication of selection from the department, failing which the EMD will be forfeited, and legal action will be initiated against the bidder.

7. GENERAL TERMS AND CONDITIONS

7.1. Purchaser

Bihar Prashasnik Sudhar Mission Society (BPSMS), Sinchai Barrack - 1, Harding Road
Patna, Bihar, Pin-800015

7.2. Performance Bank Guarantee

The selected bidder shall furnish a Performance Bank Guarantee (PBG) for 5% (five percent) of the contract price. maximum within 30 days of the date of issue of Work Order. The PBG must be from any Scheduled Bank in India. The Performance Bank Guarantee needs to be valid for 3 years (60 days beyond the entire contract period of 3 years) from the date of signing of the contract. BPSMS, Bihar reserves the right to cancel the work order if the selected bidder fails to furnish the required BG within the stipulated time.

BPSMS shall invoke the performance guarantee in case the selected Service Provider fails to discharge their contractual obligations during the period or BPSMS incurs any damages due to the bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

7.3. Award Criteria

The selection will be based on Least Cost Based method. Please refer to [Section 6.4](#) for details evaluation methodology.

7.4. Price

- i. The Bidder shall quote the price in clear terms. The rates quoted shall be per record of successful work and should abide by the Format for Financial Bid described in [Annexure 10](#). The rates quoted should be exclusive of Goods Service Tax or any other taxes/cess/duty imposed from time to time.
- ii. Prices quoted by the Bidder shall be fixed and no variation will be allowed under any circumstances. No open-ended bid shall be entertained and the same is liable to be rejected straightway.
- iii. Bids shall remain valid for 180 days after the date of bid opening prescribed by the BPSMS. The BPSMS holds the right to reject a bid valid for a period shorter than 180 days as nonresponsive, without any correspondence.

7.5. Submission of bid through <https://eproc2.bihar.gov.in>

7.6. Deadline for Submission of Bids

7.6.1. Last date for Submission

In the event of the specified date for the submission of Bids being declared a holiday for the BPSMS, the Bids will be submitted up to the appointed time on the next working day.

7.6.2. Extension for the Last date for Submission

The BPSMS may, at own discretion, extend this deadline for submission of bids by amending the bid document, in which case all rights and obligations of the BPSMS and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended. The copy of the addenda shall be published on the official website of BPSMS under section tender and not to be published in the print media. This shall form a part of the tender document. The bidder shall visit the website for updated information relating to the tender. At any time till 03 days before the deadline for submission of bids, BPSMS may for any reason whether an own initiative or in response to the clarification requested by a prospective bidder, modify the bidding document by amendments.

7.6.3. Late Bids

Any bid received by the BPSMS after the deadline for submission of bids prescribed by the BPSMS will be summarily rejected.

7.7. Terms of Payment

- i. In case of any difference between the rates quoted in figures and words, the latter shall prevail.
- ii. No advance payment shall be made to the Bidder under any circumstances.
- iii. The successful bidder has to sign an agreement on a non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost, and time over-run, etc.
- iv. In case the bidder fails to execute the contract, BPSMS shall have the liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalties.
- v. All payments shall be subject to current applicable statutory taxes.
- vi. The rate quoted should be firm.
- vii. The figures mentioned in the Financial Bid Format ([Annexure 10](#)) are indicative and meant for evaluation. However, payment shall be made based on actual figures on mutual consent between BPSMS & the agency.

SN	Items	Supporting Required	Payment Terms
1	Upon successful Go-Live of the proposed web portal including Mobile application as per scope of work.	Project Deliverables as per Section 5.15 (till Sl No 5)	100% payment towards Development, deployment, implementation, upgradation of web portal including Mobile App
2	Deployment of Resources within the tenure of the project as per section 5.11	Monthly Activity report	To be paid on Man- Month basis (Quarterly basis)

7.8. Termination of Contract

7.8.1. Termination for Default

The BPSMS may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part if:

- a) The qualified Bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract or any extension thereof granted by the BPSMS.
- b) The qualified Bidder fails to perform any other obligation(s) under the contract. However, the disputes if any may be referred to Arbitration.

7.8.2. Termination for Insolvency, Dissolution, etc

BPSMS may at any time terminate the Contract by giving written notice to the qualified Bidder without compensation to the qualified Bidder if the qualified Bidder becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company.

7.9. Negotiation

The bidders need to quote the lowest price at the time of making the offer in their own interest. BPSMS, however, will have the discretion to choose to enter into any price negotiations.

7.10. Single RFP

In case only one bid is found to be eligible on evaluation of the technical bid, BPSMS reserves the right to consider the bid.

7.11. Billing

The Bidder shall specify the Branch/ Location from which they will raise the bill and, in whose favour, payment will be released.

7.12. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and the BPSMS shall be written in the English Language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern. All offers should be made in English and clearly typewritten. No handwritten proposals shall be accepted.

8. SPECIAL CONDITIONS OF CONTRACT

8.1. SLA Requirements

Service Level Agreement (SLA) is the contract among the BPSMS & the selected agency. SLA defines the terms of the System Integrator's (SI) responsibility in ensuring the performance of the proposed based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for BPSM Portal, which can be considered by the State in the Service Level Agreement with the selected agency.

The table below summarizes the Indicative Performance Indicators for the services to be offered by selected agency. This is not an exhaustive list. A complete Service Level Agreement will be made with the successful bidder at the time of signing the contract.

8.2. SLA Parameters

SN	Indicative SLA Parameter	SLA Target
1	Availability of All Modules of the Application software to Office Staff in PBH (Prime Business Hours)	99%
2	Availability of All Modules of the Application software to Office Staff in non PBH (Prime Business Hours)	95%
3	Availability of all Critical functionalities of the Application	99%
4	Availability of Helpdesk personnel during office in Prime Business Hours (PBH) for logging calls	99%
5	Availability of all Critical functionalities of the Application during ESH (Extra Service Hour)	95%
5	Resolution of Priority 1 Incident	Within 6 Hours of logging the call
6	Resolution of Priority 2 Incident	Within 24 Hours of logging the call
7	Resolution of Priority 3 Incident	Within 48 Hours of logging the call

8.3. SLA Terms and Definitions

S.No.	SLA Terms	Description
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1	Uptime	<p>The solution uptime shall be based on the overall performance of the hardware, application software, system software, where the uptime represents the percentage of time the system remains operational.</p> <p>The uptime shall be calculated on basis of: Total uptime in minutes*100/ Total minutes of operations in a month.</p>
2	Prime Business Working Hours (PBH)	PBH refers to the prime network utilization period for BPGRA Project, which shall be typically starting from 09:00 AM hrs. till 06:00 PM (PBH) Monday to Saturday or any other period to be defined by BPSMS
3	Extra Service Hours (ESH)	ESH refers to the prime network utilization period for BPGRA Project, which shall be typically starting from 06:00 PM till 09:00 AM (ESH) Monday to Saturday or and all days on Sundays or any other period to be defined by BPSMS
4	Unplanned Server Outage	'Unplanned Network Outage' refers to an instance in which non-availability BPSM Portal Project servers and applications for more than 3 consecutive days.

8.4. Penalties

The solution uptime shall be based on the overall performance of the hardware, application software, system software, where the uptime represents the percentage of time the system remains operational. The uptime shall be calculated on basis of: Total uptime in minutes*100/ Total minutes of operations in a month.

Measurement Interval	Reporting Period	Target	Penalty
Daily	Monthly	>=99.5%	Nil
		>=98.7% but <99.5%	0.5% of Quarterly billed value under Support & Maintenance
		>=97% but <98.7%	1.0% of Quarterly billed value under Support & Maintenance
		>=95% but <97%	2.0 % of Quarterly billed value under Support & Maintenance
		<95 %	3.0% of Quarterly billed value under Support & Maintenance

The bidder's representative will prepare and distribute Service level performance reports in a mutually agreed format by the maximum seventh working day of the completion of each month. The reports will include "actual versus target" Service Level Performance, a variance analysis and discussion of appropriate issues or significant events. Performance reports will be submitted to BPSMS.

Project requires changes post implementation, and the successful bidder has to carry out all the “Minor Changes” as and when the application so desires. Any changes within the available functionalities of any of the application modules will be considered as “Minor Changes”. All changes which require a new addition of a completely new functionality which is not present in any of the module will be treated as the “Major Change” and this will be taken separately as per the Software Enhancement Service clause no 6.6 mentioned in the RFP. It should be noted that BPSMS will have the complete right to decide on the category of the changes- “Major-Changes” and “Minor-Changes”.

8.5. Penalties for delay in implementation

In case of delay in implementation of the project as per the Delivery Schedule mentioned in the RFP, penalties shall be imposed as mentioned below:

- a) In the event of delay in execution of work, specified in this Contract/furnishing of deliverables, the Service Provider shall be liable to a penalty @0.25% of the value of work order for the respective component/item, for every week of delay up to a maximum of 10%, after which BPSMS shall be at liberty to take action against the Service Provider as deemed proper (such as cancellation of order, increase of penalty percentage etc.).
- b) For the purpose of this clause, part of a week shall be considered to be a full week.
- c) Penalty will not be applicable if the delay is not attributable to the bidder. However, in such cases bidder has to communicate in writing the reason of delay. The decision of the BPSMS in this regard shall be final.
- d) Maximum Penalty applicable for any quarter should not exceed 10% of the ‘applicable fees’ for the respective quarter. In case the calculated uncapped penalty is more than 20% for two consecutive quarters, the authority reserves right to increase the capping value (ceiling limit) of the penalty or take appropriate action against the service provider.

8.6. User Acceptance Testing

- a) The primary goal of Testing & Acceptance is to ensure that the project meets requirements, standards, specifications, and performance prescribed by the Tender.
- b) Acceptance Procedure for the Application Software will include the following, a plan for which will have to be submitted by the Selected agency:-
 - i. Functional Tests
 - ii. Resilience Tests
 - iii. Benchmark comparisons including load testing
 - iv. Operational Tests
- c) Completion of any other tests/evaluation criteria that BPSMS may specify.

- d) The Acceptance Tests for the Application Software will be carried out at the user department/ section of both the districts.
- e) In the event of the site not being ready by the Govt. of Bihar, the Implementation Partner and the Tenderer may mutually agree to redefine the milestones.
- f) On the successful completion of the Acceptance Test and after the Committee so constituted by the Tenderer to conduct the said Acceptance Tests are satisfied with the working of the system, the acceptance certificates, signed by the authorized representative(s) of Tenderer and Authorized representative(s) , will be issued by the Tenderer to the Implementation Partner. Any delay by the Implementation Partner in the performance of its contracted obligations shall render the Implementation Partner, liable to the imposition of appropriate penalties, unless agreed otherwise by the Tenderer.
- g) Any delay attributable to the Implementation Partner in the Acceptance Testing shall render the Implementation Partner liable to the imposition of appropriate penalties, as mentioned in the document

8.7. Service Level Requirements and Penalty

- a) The aim of this SLR is to provide a basis for close cooperation between BPSMS and the selected agency, for services to be provided to BPSM, thereby ensuring that timely and efficient support services are available to BOSMS and its end-users.
- b) If the service provider is not executing the contract to the satisfaction of the bidder or delays the development and implementation, then the BPSMS may send warning notices. After sending 2 warning notices the BPSMS has full rights to terminate the agreement and forfeit their performance security deposited if the delays are purely related to service provider delays.
- c) A penalty at the following rate will be applicable and will be deducted from the payment-

8.7.1. Delay in time of implementation of the solution:

However, delay due to dependencies that are not part of the service provider, natural disasters, pandemics, acts of God, government restrictions, and lockdowns (complete or partial) will not be considered as a delay from the service provider and No penalty will be levied.

SN	Delay in time of implementation in each Phase	Penalty to be Imposed
1.	Delay up to 1 week from the date of completion of project milestone	2 % of the payment designated for that deliverable Delay shall be measured separately for each deliverable and will have no effect on the next phase.
2.	Delay beyond 1 week and up to 2 weeks from date of completion of	5 % of the payment designated for that deliverable Delay shall be measured separately for each

SN	Delay in time of implementation in each Phase	Penalty to be Imposed
	project milestone	deliverable and will have no effect on the next phase.
3.	Delay beyond 2 weeks and up to 4 weeks from date of completion of project milestone	10 % of the payment designated for that deliverable Delay shall be measured separately for each deliverable and will have no effect on the next phase.
4.	Delay beyond 4 weeks	Termination of agreement and forfeit the performance security deposited.

- a. The bidder must respond on the above response time and will commit the department about the resolution time.
- b. The problem shall be considered to be solved when the bidder has communicated to the user about the resolution of the incident and the resolution is formally recorded.
- c. The downtime calculated shall not include any planned shutdown.
- d. The penalty will impose in reference to the above table and will be recovered for delayed services from the payment due or the Performance Bank Guarantee, without prejudice to any other right or remedy available under the contract. The vendor shall be considered as a Black-listed /Fraud company/vendor if the vendor withdraws the work at any time during the contract with/without notifying BPSMS.

N.B.- Upper clapping limit on penalty is 10% of the total cost.

8.8. Force Majeure Condition

If the execution of the contract is delayed beyond the period stipulated in the consultancy as a result of the outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then BPSMS may allow such additional time by extending the time frame as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the BPSMS, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

8.9. Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of BPSMS to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

8.10. Right to Reject/Accept the Tender

The BPSMS reserves the right either to reject or accept any or all tenders. The BPSMS has the exclusive right to alter the quantities of materials at the time of placing the final purchase order. The type and quantity of items indicated in the tender are provisional and may change as per the actual requirement. After placing the purchase order, the BPSMS

may order to defer the delivery of the material. It may be clearly understood by the bidders that the BPSMS need not assign any reason for the above action. Depending upon the Govt. of Bihar's final decision on whether to implement the above solution, the work order shall be issued in favour of the selected agency. Selection of agency through RFP merely does not make any binding on the BPSMS, Bihar to place the work order.

8.11. Patent Rights

The vendor shall indemnify the BPSMS against all claims, actions, suits, and proceedings for the infringement or alleged infringement of any patent, design, or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the BPSMS, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise therefrom.

8.12. Jurisdiction of Court of Bihar

Suites, if any arising out of the contract shall be filed by either party will be decided within the jurisdiction of the Patna, Bihar.

8.13. Confidentiality

- i. The Bidder shall not, and without the BPSMS's prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample, or information furnished by or on behalf of the BPSMS in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- ii. The Bidder shall not without the BPSMS's prior written consent, make use of any document or information.
- iii. Any document other than the contract itself shall remain the property of the BPSMS and shall be returned (in all copies) to the BPSMS on completion of the Bidder's performance under the contract if so, required by the BPSMS.

8.14. Obligation to Carry out BPSMS Instructions

The Bidder shall also satisfy the BPSMS or this inspector that adequate provision has been made to carry out his instructions fully and with a prompt attitude.

8.15. Change Request Management

Any requirement beyond the scope mentioned in the RFP will be treated as Change Request and the process to address the change request is as follows:

- i. Identification and documentation of change request requirement– The details of the scope of change will be analyzed and documented

- ii. Effort Estimate – The BPSMS will ask the successful bidder to submit the effort estimate in terms of man-month rate using Function Point Analysis. However, the bidder has to implement at least 5 no. of Change Request, during each project year, without any additional cost.
- iii. Approval or disapproval of the change request – Technical Committee constituted by the BPSMS will approve or disapprove the change requested including the additional payments, after analysis and discussion with the bidder on the impact of the change on schedule.
- iv. Implementation of the change Request– The change will be implemented in accordance with the agreed cost, effort, and schedule. The Software development agency shall consolidate all approved CRs and raise an invoice to the BPSMS accordingly.
- v. The costing of the change request shall be finalized as per the cost mentioned in financial bid format- Software Enhancement Service.

8.16. Final Authority

The final authority for payments will be the consignee except otherwise specifically stated and if the vendor/supplier desires to appeal against any matter he shall appeal to The Mission Director, Bihar Prashasnik Sudhar Mission Society, Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan), Patna - 800015

9. ANNEXURES

9.1. Annexure-1 Bidder Profile

(To be submitted in Bidder's Company Letter Head)

RFP No. BPSMS / Procurement / 04/2022

SN	Field	Details
1	Name of the company	
2	Company registered office address: Telephone number: Fax number: e-mail:	
3	Correspondence/ contact address	
4	Details of the contact person (Name, designation, address, etc.) Telephone number Fax number e-mail	
5	Is the company a registered company? If yes, submit documentary proof. Year and place of the establishment of the Company	
6	The former name of the company, if any.	
7	Is the company? _ a Government/ Public Sector Undertaking? _ a proprietary firm? _ a partnership firm (if yes, give partnership deed)? _ a private limited company or a public limited company? -Limited Liability Partnership -One Person Company (OPC)	
8	Is the company registered with GST? If yes, submit a valid GST registration certificate.	
9	Is the company registered for EPF & ESIC, if yes, submit a valid registration certificate.	

SN	Field	Details
10	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the key officers. What is the total number of employees?	
11	Number of years in the relevant field	
12	Are the company registered with any Government/ Department/ Public-sector undertaking? (If yes, give details)	
13	How many years have your organization been in business under your present name?	
14	Number of offices/project locations in India	
15	Do you have a local representation/ office in Bihar? If so, please give the address and no. of years of operation of the local office	
16	Please give details of staff those will be involved in this project.	
17	List the major clients with whom your organization has been/ is currently associated.	
18	What is the total year of experience in handling Government projects?	
19	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	
20	Submit receipt of the latest Income Tax Return filed with Income Tax Department and PAN no.	

Signature: -

Name of the Authorized
signatory:

Company Seal: -

9.2. Annexure-2- Acceptance of Terms & Conditions

(To be submitted in Bidder's Company Letter Head)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System" , RFP No BPSMS / Procurement / 04/2022", **Acceptance of Terms & Conditions**

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with the scope of work contained in the RFP Document [No. BPSMS / Procurement / 04/2022] regarding Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System, RFP No BPSMS / Procurement / 04/2022",

I declare that all the provisions/clauses including the scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.3. Annexure-3 Bidder Authorization Certificate

(To be submitted in Bidder's Company Letter Head)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System" , RFP No BPSMS / Procurement / 04/2022, **Bidder's Authorization Certificate**

Sir,

With reference to the RFP No.: BPSMS / Procurement / 04/2022 Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above-said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is _____ and Email id is. For the purpose of validation, his/ her verified signatures areas under.

Thanking you,

Signature
(Authorized Signatory)

Verified Signature by
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

9.4. Annexure-4 Self Declaration for Non blacklisted

(To be submitted in Bidder's Company Letter Head)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System" , RFP No BPSMS / Procurement / 04/2022", **Self-Declaration for Non-Black Listed**

Sir,

In response to RFP No.: BPSMS / Procurement / 04/2022 for RFP titled "Request for proposal for Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System" , RFP No BPSMS / Procurement / 04/2022 as an owner/ partner/ Director of (organization name) _____/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central Government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.5. Annexure-5 Technical Bid Cover Letter

(To be submitted in Bidder's Company Letter Head)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System "RFP No BPSMS / Procurement / 04/2022", **Technical Bid Cover Letter**

Sir,

We, the undersigned, offer to provide a solution to BPSMS, Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System, RFP No BPSMS / Procurement / 04/2022

We are hereby submitting our Proposal, which includes the Pre-Qualification Bid, Technical bid, and Financial Bid sealed in a separate envelope. We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our proposal is accepted, to initiate the implementation services related to the assignment no later than the date indicated in the RFP Document. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

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

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.6. Annexure-6 Format for Performance Bank Guarantee (In Bank's Letter Format)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System" , RFP No BPSMS / Procurement / 04/2022", **Performance Bank Guarantee**

Whereas <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. XXXXXX Dtd. XXXXX to provide services for Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System, RFP No BPSMS / Procurement / 04/2022" (hereinafter called "Bihar Prashasnik Sudhar Mission Society")

And whereas it has been stipulated in the agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the agreement.

And whereas we, <Name of Bank> a banking company incorporated and having its head / Registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the agreement to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<<insert date>>

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 i.e., BPSMS. Notice or invocation by any person such as assignee, transferee, or agent of the beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAIN HEREIN:

- i) Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).
- ii) This bank guarantee shall be valid up to <<insert date>>.
- iii) It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date

9.7. Annexure 7: Past Project Experience

SN	Name of Client, Contact Person, Telephone No, Mobile No, e-Mail, Physical Address	Name of Project	Project Start Date, End Date, Brief of Project	Project Cost	Status (Complete/ In Progress/ Delay)

Note: The information provided in the above table must be supported by copies of the relevant work orders and completion certificate.

Signature of witness

Date:

Place:

Signature of the Bidder

Date:

Place:

Company Seal

9.8. Annexure 8: Compliance Checklist

RFP No: _____ Date: _____ Please check whether following have been enclosed.

SN	Enclosure Description	Enclosed (Y/N)	Annexure/Attachment / Page No./ Envelop No. of the enclosure
1.	Copy of Certificate of Incorporation of Company or Registration Firm		
2.	Copy of Goods Service Tax Registration Certificate, Copy of PAN allotted		
3.	Copies of Annual audited accounts statements (P&L and Balance Sheets up to 31 st March 2022 certified by a Chartered Accountant		
4.	ISO 9001, ISO 20000-1, ISO 27001, CMMI L3 or above		
5.	Self-Declaration that the bidder will not do Consortium and Subletting at any stage of the project.		
6.	Any Deed or Agreement on office establishment or an undertaking to set up an office within one month from the date of receiving the Lol.		
7.	Copy of PF details of the technical resources		
8.	General Information		
9.	Self-Declaration that the bidder hasn't been blacklisted / performance issues by any Govt./ Private Body		
10.	A Letter of Undertaking from the HR Department certifying the number of resources on its payroll. The bidder should have a minimum of 30 employees on the company's payroll and should be associated with software development.		
11.	Acceptance of Terms & Conditions Contained in The Tender Document		
12.	Representative Authorization Letter		
13.	Project Experience		
14.	Name, Signature with Date & Seal		
15.	RFP Document Fee, EMD and Bid Security Declaration		

9.9. Annexure 9: Financial Bid Letter

(To be submitted in Bidder's Company Letter Head)

Date:

To,
The Mission Director
Bihar Prashasnik Sudhar Mission Society
Hardinge Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)
Patna - 800015

Sub: Request for proposal for "Selection of Software Development Agency for Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System", RFP No BPSMS / Procurement / 04/2022", **Financial Bid Letter**

Sir,

We, the undersigned, offer to provide the service for the Upgradation & Maintenance of Web Application of Bihar Right to Public Grievance Redressal System.", - RFP No.: BPSMS / Procurement / 04/2022 and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <<Amount in words and figures>> exclusive of taxes and duties.

1) PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 3 years from the date of opening of the Bid.

We hereby confirm that our prices include all applicable taxes and duties.

We understand that the actual payment would be made as per the existing tax rates during the time of payment.

2) UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3) TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your clauses in RFP/Tender document.

4) QUALIFYING DATA

We confirm having submitted the information as required by you in your RFP. In case you require any other further information/ documentary proof in this regard before/during the evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

5) BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Clause No: 5 >. The prices are indicated in the Financial Bid attached with our Tenderpart of the Tender. In case there is a substantial difference between the component-wise price approved by BPSMS and the price quoted by the bidder, BPSMS will have the right to ask the bidder to realign their cost without impacting the total bid price. We hereby agree to submit our offer accordingly.

6) PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in [clause 7.2](#) of this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e (Date: ___/___/___)

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Signature

(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:

9.10. Annexure 10: Financial Bid Format

(To be submitted in Bidder's Company Letter Head)

9.10.1. Financial Bid Summary

Summary of Total Project Cost- Component Wise		
SL No.	Project Expenditure Head	Cost
1.	Table-1: Cost towards Upgradation of BPSMS Web Application including Mobile App.	INR 0.00
2	Table-2: Support & Maintenance Financial Format for three years (Manpower Deployment during O & M Phase)	INR 0.00
Total Solution Cost		INR 0.00
In Words ()		

9.10.2. Cost towards Upgradation of BPSMS Web Application including Mobile App

Table-1-Application Software Upgradation Financial Format			
	A	B	C
Items	Cost/Unit	GST (Amount)	Cost (A+B)
Development, deployment, implementation, upgradation of web portal including Mobile App	INR 0.00	INR 0.00	INR 0.00
Table-1-Total Cost			INR 0.00
In Words ()			

9.10.3. Cost towards Support & Maintenance of proposed system & Manpower deployment for three years

Table-3-Manpower Commercial Format					
	A	B	C	D	E
Items	Cost/Manpower/Month	GST (Amount)	No. of Person	Period of engagement	Total engagement Cost ((A+B)xC)xD
Project Manager cum Software Developer	INR 0.00	INR 0.00	1	36 Months	INR 0.00
Database Technical Support	INR 0.00	INR 0.00	1	36 Months	INR 0.00
Software Maintenance Expert cum Project Coordinator	INR 0.00	INR 0.00	1	36 Months	INR 0.00
Table-3-Total Cost for the Manpower					INR 0.00
In Words ()					

Note: The man-month requirement above mentioned is indicative in nature, however, any increase and decrease in man-month requirement, the Unit cost shall be prevailed and be paid based on the actuals.