

Request for Proposal (RFP) for  
Selection of Agency  
for  
Implementation of Jigyasa Helpline(Call Centre) for Bihar  
Prashasnik Sudhar Mission Society (BPSMS)  
Government of Bihar



Bihar Prashasnik Sudhar Mission Society (BPSMS)  
Sinchai Barrack - 1, Harding Road  
Patna, Bihar-800015  
Email: [bpsms1@gmail.com](mailto:bpsms1@gmail.com)  
Phone: (0612)-2215908

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### **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**

<b>SN</b>	<b>Term</b>	<b>Definition</b>
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 of Agreement	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., implementation, manpower deployment, operation 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	ESH	Extra Service Hour
36	HLD	High Level Design
37	LLD	Low Level Design
38	BPSMS	Bihar Prashasnik Sudhar Mission Society

**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 themselves registered 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. Tender Processing Fee and 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-Financial 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 & Date	BPSMS / Procurement / 02 / 2023 Date- 18/07/2023
2	RFP Document Fee (Non-Refundable)	₹5,000/- (excluding GST) through e-payment only
3	Earnest Money Deposit (EMD) (Refundable)	₹ 1,50,000/- (Rupees One Lakh Fifty Thousand only) 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 18/07/2023 to 09/08/2023 up to 15:00 Hours
5	Pre-bid Meeting	25/07/2023 from 11:00 Hours onwards
6	Issue of Addendum / Corrigendum (If required)	27/07/2023
7	Last date and time for submission of Bid	09/08/2023 up to 15:00 Hours
8	Opening of Technical Bid	10/08/2023 from 11:00 Hours onwards
9	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
10	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 BPSMS needs to implement Call Centre at their own office. The Objective of the Call Centre is to Help People for certain information related to Acts, Schemes and other related queries. The important stakeholders of the schemes are BPSMS and Public.

By this RFP BPSMS intends:

The broad objective of work for Jigyasa Helpline is as follows -

- For providing required information to the citizen, one Call center needs to be established at BPSMS office.
- Working time of Jigyasa Helpline shall be from morning 08:00 AM to evening 08:00 PM of all days including Saturday and Sunday.
- Jigyasa Helpline shall be not operational only on 26<sup>th</sup> January (Republic Day), 01<sup>st</sup> May (Labour Day), 15<sup>th</sup> August (Independence Day) and 02<sup>nd</sup> October (Gandhi Jayanti).

To implement the above recommendations, BPSMS referred to as the purchaser, intends to engage an Agency, referred to as the Agency that will Supply, Install, Implement and support to set up of a Call Centre System at BPSMS.

### **3. INVITATION TO BID**

Bihar Prashasnik Sudhar Mission Society, Patna, Bihar (BPSMS) invites Bids from Agencies (“Bidders”) for the “Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasnik Sudhar Mission Society (BPSMS)”. 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 asset in this RFP
  - iii. Comply with all requirements asset out within this RFP.

**4.1. Pre-bid Meeting and Clarification**

- a) BPSMS shall hold a pre-bid meeting with the prospective bidders on 25/07/2023 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 Name, BPSMS only by email bpsms1@gmail.com on or before 22/07/2023 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) 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 [www.bpsm.bihar.gov.in](http://www.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 [www.bpsm.bihar.gov.in](http://www.bpsm.bihar.gov.in) and <https://eproc2.bihar.gov.in>. The bidders are required to submit the **INR 5,000 (Rupees Five Thousand only) plus GST-18% as RFP document fee,** 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 of any nationalized/ scheduled bank or drawn/deposited in favor of Bihar Prashasnik Sudhar Mission Society, Patna. EMD for the entire project Rs.1,50,000/-(Rupees One Lakh Fifty Thousand only).
- 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 10% (Ten 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 [www.bpsm.bihar.gov.in](http://www.bpsm.bihar.gov.in) and <https://erpoc2.bihar.gov.in> website under the section "Tender". This shall form apart of the tender. The bidder shall visit the website for updated information relating to the tender.
  - ii. The purchaser reserves the right to accept or reject any or all tenders without assigning any reason what so ever. The purchaser 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 purchaser 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 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 Technical Bid but should only be indicated in the Financial Bid.
- 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 Annexure**

The bidder must submit all documents as asked in the Annexure. 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.6.1** 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**

Bid in its complete form in all respects as specified in the RFP, must be submitted online <https://epoc2.bihar.gov.in> on or before 09/08/2023 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 to avoid last-minute rush.
- 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 09/08/2023 will be opened on 10/08/2023(Technical Bid) at 11:00 AM 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](mailto: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**

This Section comprehensively defines the project's features, assignment period, number of seats, manpower requirements, operational requirements, and so on. BPSMS is planning to establish an Integrated Support Centre to cater to the information requirement for people of Bihar and other service requirements for the organization.

The Service Provider is expected to follow under said phases during Project Implementation. System Study with respect to all the modules and Submission of System Study report consisting of:

- System requirement and Specifications
- Call Centre Establishment
- Training to Stake holders
- User Manual Operations and Maintenance (O&M) Manual

### **5.2. General Term and Conditions**

The following are the general term and conditions for Jigyasa Helpline:

- I. The selected agency shall provide qualified and trained resources for the Jigyasa Helpline at BPSMS office premises for complete contract period to attend to the call from the public of Bihar.
- II. Helpline Executive/Supervisor must have knowledge of Hindi and English languages (writing, speaking and reading). They have excellent communication skills.
- III. They shall have knowledge of working environment of Bihar government office.
- IV. For explanation of state government schemes to the beneficiaries, at least 5 helpline executives should be able to communicate in local languages like Bhojpuri, Magahi, Maithili and Angika
- V. Supervisor must have basic knowledge of computer including Hindi and English computer typing.
- VI. EPF and ESI shall be provided to all Call Executive/Supervisor.
- VII. Working hour of Jigyasa helpline is from 8:00AM to 8:00PM
- VIII. SI has to ensure all relevant rules and regulations like minimum wages, working hours, leave, etc as per the labour laws.

- IX. Jigyasa Helpline services are for 02 Year and which may be extendable after successfully completion, work satisfaction and by mutual consent of both party.
- X. Working days of Jigyasa Helpline shall be all days including Saturday and Sunday.
- XI. Jigyasa Helpline shall be not operational only on 26th January (Republic Day), 01st May (Labour Day), 15th August (Independence Day) and 02nd October (Gandhi Jayanti).

### 5.3. Scope of Work

The bidder needs to establish Jigyasa Helpline (call centre), which will be set up in line with requirement of BPSM. The JIGYASA Helpline will be used by the Public to get required Information related to services marked by BPSM. Presently, the call centre in BPSM is operational with all necessary infrastructure including hardware, software and manpower etc. The selected Solution provider will provide required software and manpower for the running of call centre as mentioned below:

- i. The selected SI has to provide a helpdesk application for handling queries by the citizen.

The manpower and software shall have following functionalities:

- ✓ The software will allow the call centre executives to login into the application as per their authorization. The software shall provide the facility to register the calls received by the call executives.
  - ✓ The software will provide a predefined set of FAQs and their relevant responses to the call centre. This will help them in handling the queries raised by the citizen.
  - ✓ The software shall have a well written knowledgebase which will help in fast resolution of queries raised by citizens calling to the call centre.
  - ✓ The software shall enable the call centre executives to get notifications when another call centre executives hasn't responded to a call or when a call is taking too long to get resolved, or one of several other possible cases. The software shall also provide facility to redirect a call from one desk to the other either manually or automatically.
  - ✓ Service provider shall ensure the deployment of 2 Jigyasa Helpline Supervisor and 15 Helpline Executives at BPSM office.
- ii. 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, Case and complaint wise MIS, Date wise MIS, Detailed Call report, Caller information, and Login wise MIS reports.
  - iii. 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.

### 5.4. Manpower Deployment

The Agency shall deploy dedicated manpower on outsourcing basis as per following requirement to run Call centre smoothly:

SN	Position	Qualification & Profile Description	Min. Requirement
1	Helpline Supervisor & Executives	<p><b>Education:</b> Graduate in any discipline preferably having basic computer knowledge.</p> <p><b>Total Experience:</b> At least 2 years experience in call centre operations. Should have experience to manage more than 10 call centre executives.</p> <p><b>Responsibilities:</b> End to End Call Centre Management, Team Handling, Client interaction to ensure timely completion of project milestones.</p> <p><b>Languages known (Read, Write and Speak):</b> Hindi, English Excellent writing, communication, time management and multi-tasking skills</p>	2
2	Helpline Executives	<p><b>Education:</b> Graduate in any discipline.</p> <p><b>Total Experience:</b> At least 2 years experience in call centre operations.</p> <p><b>Responsibilities:</b> To manage the call and give proper response of the queries to citizen / public.</p> <p><b>Languages known (Read, Write and Speak):</b> Hindi, English Excellent writing, communication, time management and multi-tasking skills. (At least 5 helpline executives should be able to communicate in local languages like Bhojpuri, Magahi, Maithili and Angika etc.)</p>	15

The above resources shall be deployed onsite during the total tenure of the assignment at BPSM office. Payment shall be made on the deployment of team members mentioned in above table.

### 5.5. User Management

- i. The proposed solution shall 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.

### 5.6. Project Deliverables & Timeline

T: Date of issue of LOI

SN	Item	Timeline
1	Timeline for submission of performance bank guarantee	T+1 Week
2	Agreement signing with selected bidder	T+1 Week
3	Software deployment & Integration	T+2 Week
4	Deployment of Team	T+2 Week
5	Resources Training as per scope &	T+2 Week

	standard operating procedure	
6	Go – Live	T+2 Week
7	Quarterly report submission and analysis of the data adhering to the standard operating procedure	Each Quarter

## 6. EVALUATION OF BIDS

### 6.1. Technical Bid

SN	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/Society or a partnership firm for at least 5 years in the field of IT / ITES / Call Centre Operation	Company's / Organization's Registration Details like- Certification of Incorporation /Registration / Registered Partnership Deed etc.
2	The average annual turnover should be at least ₹ 2Cr. for the last three years for Bidder. The Bidder company should have positive net worth	Copies of audited Balance Sheets and Profit and Loss Accounts/ Annual Reports of the below three financial years.  F.Y.2019-20, F.Y.2020-21 and F.Y.2021-22 CA Certificate for Avg-Turnover
3	The bidder should have experience of running at least two call centre with at least 10 resources or above of value more than ₹ 0.5 Cr or above for Govt. institution.	Copy of Work orders or a client certificate to be submitted.
4	The bidder should be ISO 9001 / ISO 27001 or above certified company.	Copies of certificates to be submitted
5	Consortium or joint venture or subletting: The Bidder should not bid under any Consortium. 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.
6	The bidder should be registered with GST & should have a valid PAN and should regularly fill the IT return.	a) GST Registration details b) Copy of PAN Card c) IT Return for three financial years among F.Y.2019-20(A.Y.2020-21), F.Y.2020-21(A.Y.2021-22) and F.Y.2021-22(A.Y.2022-23)
7	EPF Registration  Human Resource: Number of Human Resource in the Company direct payroll.	Bidder must provide Copy of EPF Registration document. Copy of Self Declaration with latest EPF Challan is to be attached

SN	Criteria	Relevant Papers need to be submitted in Technical Bid
8	ESIC Registration	Bidder must provide ESIC Registration Certificate for benefit of employee
9	Local Presence: The Bidder has to set up an office at Patna or in The 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.
10	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.

## 6.2. Evaluation of Technical Bid

Technical Evaluation will be done by Tender committee fulfilling eligibility criteria mentioned in Para 6.1 on the basis of document submitted by bidders. 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. Evaluation Methodology

The bids of the technically qualified bidders will be further considered for financial evaluation. Bidders quoting lowest Financial bid mentioned in para 9.6.3 (Total cost of the project) L1 will be declared as the successful bidder. If rate quoted by more than one tenderer is same then the tenderer would be selected on the basis of draw of lots in presence of such tenderers.

## 6.4. 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 financially lowest. The work order / Lol 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 10% (Ten 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 2 years (60 days beyond the entire contract period of 2 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 cost quoted of should abide by the Format for Financial Bid described in **Annexure-5**. The cost quoted should be inclusive 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 non responsive, without any correspondence.

### 7.5. Submission of Bid

#### 7.5.1. Number of Copies of Bid

The Bidder shall submit Technical Bid and Financial Bid through <https://eproc2.bihar.gov.in>. The bids submitted by Telex, fax, or email bids shall not be

entertained. Any condition put forth by the bidder non-conforming the bid requirements shall not be entertained at all, and such bid shall be rejected.

#### **7.5.2. Address for submission of Bid**

The bid shall be submitted through E-Procurement 2.0 at the <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 received upto 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 10 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. The BPSMS shall not be responsible for last our rush or internet failure. No further correspondence on this subject will be entertained.

### **7.7. Terms of Payment(Monthly)**

- i. The service provider has to comply the Order No. एम-4-06/2023/2988/वि० दिनांक- 23 मार्च 2023 of Department of Finance, Govt. of Bihar.
- ii. The service provider will submit the bank statement duly showing the total salary transferred to the manpower deployed as a supporting document along with the invoice in order to ensure the actual amount being paid to the manpower as part of his agreed compensation along with statutory deductions and returns, thereof as per the Financial Bid Format (**Annexure-5**). It is to be noted that the Service provider is only eligible for the service charge and any violation in this regard will lead to termination of the contract.
- iii. TDS as applicable will also be, deducted from the bill of the contractor at source.
- iv. No advance payment shall be made to the Bidder under any circumstances.
- v. The figures mentioned in the Financial Bid Format (**Annexure-5**) are indicative and meant for evaluation. However, payment shall be made on the basis of on actual work done by Agency.

## **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 maybe 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 Service Charge at the time of making the offer in their own interest. BPSMS, however, will have the discretion to choose to enter into any Service Charge 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

- a) The aim of this SLA is to provide a basis for close cooperation between BPSMS and the System Integrator, for services to be provided to BPSMS, thereby ensuring that timely and efficient support services are available to BPSMS 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-

### 8.2. SLA Parameters (Delay in time of deployment of Jigyasa Helpline)

SN	Delay in time of implementation in each phase	Penalty to be imposed
1	Delay up to 4-8 weeks	0.75 % 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 8 weeks and up to 10 weeks	1% of the payment designated for that deliverable Delay shall be measured separately for each deliverable and will have no effect on the next phase.
3	Delay beyond 10 weeks and up to 12 weeks	1.25 % 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 12 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 System Integrator shall be considered as a Black-listed /Fraud company/system integrator if the System Integrator withdraws the work at any time during the contract with/without notifying BPSMS.

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

**8.3. System Availability**

The Call Centre system availability must be over 99%. This will be calculated on quarterly basis. A quarterly report with monitoring credentials should be shared with BPSMS. If the penalty for the three consecutive quarters will be more than 10% of the quarterly invoice, then BPSMS may terminate the contract, and the decision of the committee constituted by BPSMS will be final.

**8.4. System Go Live**

- a) All Software and IT & Non-IT Infrastructures shall be quoted will be deployed and installed in the BPSMS Premises.
- b) According to the RFP, all manpower will be deployed onsite
- c) The detailed configuration documentation of each system should be provided by Bidder and approved by the client prior to the Go-Live of each system.

**8.5. Penalties During Operation Support and Maintenance Phase:**

Key Performance Indicator (KPI): The Key Performance Indicators below define the terms of the Agency’s responsibility in ensuring the timely delivery of the scope of work, quality of deliverables, and other aspects of scope of work as per the RFP and Service Level Agreement. The KPIs mentioned below are not exhaustive and any addition/ deletion to this list of KPIs shall be as per the direction of the BPSMS.

SN	Performance	Performance Criteria
1	IVRS/Functionality/website other IT Related Updation time	IVRS menu/ tree /Functionality /website/other IT related should be updated and modified within the defined time frame as per the requirements from BPSMS
2	New report Generation/change in the existing report	Any changes in the reports will be done by Call Centre Agency in the timeline mutually decided by BPSMS and Call Centre Service Support Team.
3	System Availability(EMS Tools)	Availability is defined as the ability of an end user to access and execute any of the included application functions from a functioning work station and live network connection. For an application to be available, all of its supporting systems must be operational.

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.

### 8.6. Penalties

A Penalty no. is mentioned in the "Penalty" column of the below table against each SLA. These numbers refer to S. No. in the penalty table which is as follows.

- a) The penalty table includes the penalty that would be levied on the bidder on the non-achievement of SLAs. Slabs have been created for each SLA and a penalty would be imposed on the bidder as per the SLA achievement/ non-achievement for the period under consideration.
- b) Penalties are mentioned as a percentage of components of cost, for example, support cost or call Centre cost, etc.

SN	Service Level Description	
<b>Penalty will be levied as per the following table: -</b>		
1	% System Availability	% Availability Penalty as % of the Quarterly Payment towards Outsourcing Call Centre cost.
	More than 99% & less than equal to 98%	0.50 %
	More than 98% & less than equal to 96%	1 %
	More than 96% & less than equal to 94%	2 %
	For each additional drop of 1% in performance below 94%, 2%of Quarterly payment will be levied as an additional penalty.	
<b>Penalty will be levied as per the following table: -</b>		
2	% Of calls Drop within office hours	% Availability Penalty as % of the Quarterly Payment towards Outsourcing Call Centre cost
	less than equal to 1%	Nil
	less than equal to 2%	1%
For each additional drop of 1% in performance below 98%, 2%of the Quarterly payment will be levied as an additional penalty.		

The bidder's representative will prepare and submit Service level performance reports in a mutually agreed format by the maximum seventh working day of the completion of each

Quarter. The reports will include “actual versus target” Service Level Performance, variance analysis, and a discussion of appropriate issues or significant events.

Note: Aforementioned application requires changes post-implementation, and the successful bidder has to carry out all the “Minor Changes” as and when the requirement so desires. It should be noted that BPSMS will have the complete right to decide on the category of the changes

### **8.7. 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 original execution date as extended.

### **8.8. 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.

### **8.9. Right to Reject/Accept the Tender**

The BPSMS reserves the right either to reject or accept any or all tenders.

### **8.10. 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.

### **8.11. 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.

### **8.12. 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.

### **8.13. 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, Harding Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan), Patna – 800015

## 9. ANNEXURES

### 9.1. Annexure-1 Bidder Authorization Certificate

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

Date:

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

**Sub:** Request for proposal for “for “Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasanik Sudhar Mission Society (BPSMS)”, RFP No BPSMS / Procurement / 02/2023”, **Bidder's Authorization Certificate**

Sir,

With reference to the RFP No. :BPSMS / Procurement / 02/2023 Ms./Mr.<Name> ,<Designation> is here by 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 are as under.

Thanking you,

Signature  
(Authorized Signatory)

Verified Signature by  
Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

## 9.2. Annexure-2 Self Declaration for Non blacklisted

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

Date:

To,

The Mission Director

Bihar Prashasnik Sudhar Mission Society

Harding Road, Sinchai Barrak-1 (Adjacent to Haj Bhawan)

Patna - 800015

**Sub:** Request for proposal for "Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasnik Sudhar Mission Society (BPSMS)", RFP No BPSMS / Procurement / 02/2023", **Self-Declaration for Non-Black Listed.**

Sir,

In response to RFP No.: BPSMS / Procurement / 02/2023 for RFP titled "Request for proposal for Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasnik Sudhar Mission Society (BPSMS)", RFP No BPSMS / Procurement / 02/2023 as an owner/partner/Director of (organization name) \_\_\_\_\_ I/We hereby declare that presently our Company/firm is not under declaration of in eligible 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:

### 9.3. Annexure-3 Format for Performance Bank Guarantee (In Bank's Letter Format)

Date:

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

**Sub:** Request for proposal for "Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasanik Sudhar Mission Society (BPSMS)", RFP No BPSMS / Procurement / 02/2023", **Performance Bank Guarantee**

Whereas <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. XXXXXX Dated. XXXXX to provide services for Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasnik Sudhar Mission Society (BPSMS), RFP No BPSMS / Procurement / 02/2023" (here in after 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 office sat <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we here by a ffirm 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 with in 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 here by 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 thereunder 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

#### **9.4. Annexure-4: Financial Bid Letter**

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

Date:

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

**Sub:** Request for proposal for "Selection of Agency for Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasanik Sudhar Mission Society (BPSMS)", RFP No BPSMS / Procurement / 02/2023", **Financial Bid Letter**

Sir,

We, the undersigned, offer to provide the service for the Implementation of Jigyasa Helpline (Call Centre) for Bihar Prashasanik Sudhar Mission Society (BPSMS)", - RFP No.: BPSMS / Procurement / 02/2023 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 2 years from the date of opening of the Bid.

We here by 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 **Annexure-5**. The prices are indicated in the Financial Bid attached with our Tender part 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 here by 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, 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:

## 9.5. Annexure-5: Financial Bid Format

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

### 9.5.1. Capital Expenditure

Table: A Cost for Capital Expenditure		
SL No.	Project Expenditure Head	Cost(including GST)
1	IVRS, Call Recording and CRM Software, LAN setup and Telephone Channel setup (15 Channel) + EMS	INR0.00
<b>Total Cost</b>		INR 0.00
<b>In Words:</b>		

### 9.5.2. Cost towards Manpower deployment for one year

Table: B Cost for the Manpower						
	A	B	C	D	E	F
<b>Category</b>	<b>Remunerations (Cost per Manpower per Month including Minimum Wages, EPF, ESIC and other statutory Taxes and Duties)</b>	<b>No. of Person</b>	<b>Total (C=AxB)</b>	<b>Service charges should not be less than 3.85% and more than 7% (In INR) D=(CxD/100)</b>	<b>GST 18% E=(C+D)x0.18</b>	<b>Total Manpower Cost F=(C+D+E)</b>
Helpline Supervisors and Executives	16,000/-	17	32,64,000/-			
<b>Total Cost for the Manpower</b>						
<b>In Words:</b>						
<b>Note:</b> 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.						

### 9.5.3. Total Cost of the Project

Table: C Total Cost			
SN	A – Cost for Capital Expenditure (9.5.1)	B - Cost for the Manpower (9.5.2)	C= A + B
1	INR 0.00	INR 0.00	<b>INR 0.00</b>
<b>Total Cost of the Project in Words:</b>			