

# Request for Proposal

Selection of Agency For Implementation of Call Centre  
For  
BPSM, Govt. of Bihar

**Published By:**



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

BELTRON Bhawan, Shastri Nagar,

Patna – 800 023, Bihar

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**Bihar State Electronics Development Corporation, BELTRON Bhawan, Patna**



**Bihar State Electronics Development Corporation Ltd.**

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**Tender - 1466/19**

**Dated:26/02/2019**

**e-Tender Notice**

**Tender for Implementation of Call Centre for BPSM**

e- Tenders are invited from Companies, registered under Companies Act 1956, by Bihar State Electronics Development Corporation Ltd., for Implementation of 10 seater Call Centre For BPSM (Bihar Prasashnik Sudhar Mission), Govt. of Bihar. The last date of submission of Tender is 05.04.2019 (3 P.M.)

The details of the tender document are available on the website: [www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in) & [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

**Sd/-  
Managing Director**

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## 1 Timelines

Sl No.	Particular	Details
1	Name of the Client (RFP Inviting Authority)	Managing Director, Bihar State Electronic Development Corporation
2	Method of Selection	L1
3	Last date for receiving the pre-bid queries	19/03/2019 till 02:00 PM
4	BOQ Start Date	14.03.2019
5	Pre-bid meeting at BSEDC Office, Patna	19/03/2019 at 03:00 PM
6	Last date of Sale of tender document	05/04/2019 at 03:00 PM
7	Last date and time for receipt of proposals	05/04/2019 till 03:00 PM
8	Date and time of opening Technical Proposal	05/04/2019 after 03:30 PM
9	Date and Time of Opening of Financial Proposal	Will be intimated later
10	Cost of RFP Document	Rs. 5,000/- through e-payment only
11	Earnest Money Deposit (EMD)	Rs. 2,00,000/- through DD/BG/e-payment
12	Estimated Cost	Rs. 80.00 lacs
13	Processing Fees for Bidders	Rs 5000.00 + GST
14	Address for Submission of Proposal	Bihar State Electronics Development Corporation Ltd, BELTRON Bhawan, Patna- 800001

Note: This document is non transferable.

All bidders are advised to check for any further clarifications and corrigendum related to this RFP at the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)

## 2 Instruction to Bidders

### 2.1 Invitation to Bid

BSEDC invites bid from reputed Companies for **Implementation of Call Centre for BPSM, Govt of Bihar**. The RFP document can be downloaded from the website [www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in) and [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) The bid document fee is to be paid online. The details of scope of work, technical requirements and format for submission of Technical and Financial Bids are given in the subsequent sections.

## 2.2 Pre-Bid Meeting & Clarifications

### 2.2.1 Pre-bid Conference

- (a) A pre-bid meeting with the prospective bidders at BSEDC on **19/03/2019 at 03:00 PM**.
- (b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach BSEDC by **02:00 PM of 19/03/2019**
- (c) The queries should necessarily be submitted in the following format with editable file:

<b>Name, Designation, Mobile Number &amp; Email Address of the Bidder Representative</b>			
<b>Sl#</b>	<b>RFP Document Reference(s) (Section &amp; Page Number(s))</b>	<b>Content of RFP requiring Clarification(s)</b>	<b>Points of clarification</b>

- (d) BSEDC shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the tending authority.

### 2.2.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- (a) BSEDC endeavour to provide timely response to all queries. However, BSEDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does BSEDC undertake to answer all the queries that have been posed by the bidders.
- (b) At any time prior to the last date for receipt of bids, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- (c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website [www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in) and [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) .
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (e) In order to provide prospective bidders reasonable time for taking the corrigendum into account, BSEDC, at its discretion, may extend the last date for the receipt of proposals.

## 2.3 Cost of bidding

- (a) The bidder shall bear all costs associated with the preparation and submission of its bid and BSEDC (hereinafter referred to as the 'Purchaser') will in no case be responsible or liable for these costs, whether or not the bid is finally accepted.
- (b) Non-transferable Tender: The RFP document is not transferable.

## 2.4 Language of proposal

All correspondence and documents related to the proposal exchanged between the bidder and BSEDC shall be in English

## 2.5 Proposal Preparation

The Bidder must comply with the following instructions during preparation of Proposals:

- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection.
- The proposal shall be typed or written in indelible ink (if required) and shall be signed by the bidder or duly authorized person(s) to bind the bidder to the contract.
- All pages of the proposal, where entries or amendments have been made, shall be signed by the authorized person.
- The envelopes containing the proposals shall mention the name and address of the bidder.
- It is not allowed to modify, substitute, or withdraw the proposal after its submission.

## 2.6 Currency of Proposal and Payment

The currency of the proposal offer & the payments shall be in Indian Rupees (Rs.).

## 2.7 RFP Document Fees

Bidders may download the RFP document from the website [www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in) and [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) Bidders are required to submit the bid document cost of Rs 5000/- through online payment else the bid will be rejected. **Bidders also need to pay the mandatory e-proc charges as mentioned in the e-form.**

## 2.8 Proposal Validity

The bids shall remain valid for a minimum period of 180 days from the date of submission of the bid. On completion of the validity period, BSEDC may solicit the bidder's consent for an extension of the period of validity, if necessary. The request and the responses thereto shall be made in writing by post, fax or e-mail.

## 2.9 Earnest Money Deposit (EMD)

- The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) amounting to **Rs. 2,00,000/-**.
- The EMD shall be in Indian Rupees and in the form of **Bank Draft or Bank Guarantee or e-payment** (EMD format in the form of BG is provided in this RFP).
- In case EMD submitted in the form of **Bank Draft / Bank Guarantee**, the same should be in Indian Rupees and from any of the Nationalized / Scheduled bank in favour of Managing Director, BSEDC.
- The EMD of unsuccessful bidder shall be refunded on request by the bidder after finalization of award of contract.
- EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).
- The EMD will be forfeited on account of one or more of the following reasons:
  - Bidder withdraws its Proposal during the validity period.
  - Bidder does not respond to requests for clarification of its Proposal.
  - Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
  - In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

## 2.10 Financial Bid

The bidders should submit their financial bid in the specified formats only. No changes would be allowed in the financial bid on account of any changes in local taxes, duties, levies, rate of inflation etc. The total quoted cost for completion of project shall include all applicable taxes, travel charges, out of pocket and other miscellaneous expenses.



## **2.11 Disqualification**

BSEDC may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Proposal, that is not accompanied by required documentation, EMD & cost of RFP document
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal;
- Submitted a proposal with price adjustment/ variation provision.

## **2.12 Deadline for Submission of Proposals**

Proposals must be received by BSEDC at the address specified in the RFP not later than the dates as mentioned in the “Document Control Sheet”. BSEDC may in exceptional circumstances and at its’ discretion, extend the deadline for submission of Proposals by issuing an addendum or by intimating all bidders who have purchased the RFP document. In this case, all rights and obligations of the BSEDC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

## **2.13 Late Proposals**

Any proposal received by the BSEDC after the deadline for submission of proposals prescribed in RFP will be summarily rejected and will be returned unopened to the bidder.

## **2.14 Right to Accept and Reject the Bid**

Notwithstanding anything contained in this document, the BSEDC reserves the right to accept or reject any or all the bids without citing any reason thereof. BSEDC also reserves the right to cancel the bid process at any time prior to signing the contract BSEDC will have no liability for above-mentioned actions.

## 2.15 Corrupt or Fraudulent Practice

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process by the judgment of the BSEDC, their bid will be summarily rejected. For the purpose of this clause: "Corrupt Practice" means offering, giving, receiving or soliciting anything of value to influence the action of an official of BSEDC or any related stakeholder engaged or related to the in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome. "Fraudulent Practice" means a misrepresentation of facts in order to influence selection process to the detriment of the BSEDC.

## 3 TENDER FORM

<b>Bihar State Electronics Development Corporation Ltd., Patna</b> (A Govt. of Bihar Undertaking)					
<b>Tender Form</b>					
<b>I. Firm Details:</b>					
1	Name of Bidder				
2	Name & Designation of Authorized Signatory				
3	Registered Office Address				
4	Address of Other Offices in Bihar				
5	Year of Establishment				
6	<b>Type of Firm</b>	<b>Public</b>	<b>Private</b>	<b>Partnership</b>	<b>Proprietary</b>
	Enter "Yes" in appropriate box				
7	Telephone Number(s)/ Mobile				
8	Website				
9	Fax No.				
10	Email Address				
<b>The Tender fee amounting to 5,000/- has been deposited</b>					

Through e-payment provide e-payment transaction No.

Copy of this is attached as [TDFEE\\_DOC](#)

**II. Following documents are attached towards the proof of earnest money deposited.**

Sl. No.	Instrument of earnest money deposited e-payment DD/BG from a scheduled bank	Amount	Transaction Detail	If exempted mark (Yes)
			DD/MM/YYYY	

Copy of EMD is attached as [EMD\\_DOC](#).  
**If exempted, the proof of exemption is to be attached in the same attachment.**

**III. ELIGIBILITY CRITERIA:**

a) Copy of ROC

Copy of this is attached as

b) CMMI Level 3 certified Company

Copy of this is attached as [CMM\\_DOC](#)

c) Turnover for past three years audited with positive net worth

**Details of present / past turnover of our firm is given as below**

Sl.	Turnover (In Cr.)	FY Year
		2016-17
		2015-16
		2014-15

Copy of audited financial statement is attached as [TURNOVER\\_DOC](#)

e) Client's satisfactory executed work order for Helpdesk/Grievance Management Software

**Details of the orders given to our firm is given below:**

Sl.	Date of Order	Project Name	Name of Ordering authority	Value of the Order in INR

Copy of original order is attached as [ORDER\\_DOC](#)

**d) Work Order of Call Centre Operations for Central/ State Govt or their undertaking organization or nationalized banks**

**Details of the orders given to our firm is given below:**

Sl. No.	Date of Order	Project Name	Name of Ordering authority	Value of the Order in INR

Copy of original orders is attached as [EXP\\_DOC](#)

**(e) PAN - (Bidder must quote their PAN.) The details of bidder's PAN is as follows:**

Name of the bidder	PAN allotted by Income Tax Department

Copy of PAN is attached as PAN\_DOC

**(f) Service Tax Registration - (Bidder must provide Copy of GST (Goods and Services Tax)Registration certificate.)**

Copy of Service Tax Registration is attached as ST\_DOC

**GST Registration-** (Bidder must provide Copy of GST Registration certificate.)

Copy of VAT Registration is attached as VAT\_DOC

**(g) EPF Registration-** (Bidder must provide Copy of EPF Registration document.)

Copy of VAT Registration is attached as EPF\_DOC

**(h) Human Resource - Number Human Resource in the Company direct payroll.**

Copy of Self Declaration with latest EPF Challan is to be attached as HR\_DOC

## 4 Terms of Reference

### 4.1 Project Objective

BSEDC deals with many infrastructures Projects related to the Government Departments in Bihar. There are many projects which are presently handled by the BSEDC and their development and proper monitoring is the responsibility of BSEDC. BSEDC's role is to design, develop and implement new infrastructure projects for the State Government.

The BSEDC needs to implement Call Centre for BPSM. The Objective of the Call Centre is to Help People for certain information related to an Act.

The stake holders of the schemes are:

- a. BPSM
- b. BSEDC

## 4.2 Objective

For providing required information to the citizen, one Call center needs to be established at BPSM.

## 4.3 Scope of work

The bidder needs to establish a 10 seat call centre, which will be set up in line with requirement of BPSM. The call centre 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, hardware and manpower for the running of call centre as mentioned below:

- The selected SI has to provide a helpdesk application for handling queries by the citizen. The software should have following functionalities:
  - The software will allow the call centre agents to login into the application as per their authorization. The software should provide the facility to register the calls received by the agents.
  - The software will provide a predefined set of FAQs and their relevant responses to the call centre agents. This will help them in handling the queries raised by the citizen.
  - The software should have a well-written knowledgebase which will help in fast resolution of queries raised by citizens calling to the call centre.
  - The software should enable the call centre agents to get notifications when another call centre agent 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 should also provide facility to redirect a call from one desk to the other either manually or automatically.
  - **MIS Reports-** Various kinds of reports will be generated through this application such as:
    1. Detail Call Report
    2. Caller Information

3. Other required report related to Call received.

- The Call Centre would be operational 7 days a week i.e, Monday to Sunday from 9:30 AM to 6:30 PM.
- The SI will also provide 10 new Computers for the Operators and manager of the call centre with the adequate configuration.
- The selected SI will make available a 10 seats computerized Helpline/Call Centre with 10 dedicated telephone channels with two PRI connection. The solution should be capable of call recording.
- Required reports to the BPSM in the pre-defined formats.
- The selected SI will provide three years warranty to the equipment as mentioned below:

Sl. No	Type of Equipment	Configuration
1	Desktop Computer	<ul style="list-style-type: none"> <li>• Processor - Core I3 Processor or better</li> <li>• Memory -4 GB RAM DDR3,</li> <li>• Hard Disk - 500 GB 5400 rpm SATA</li> <li>• Optical Drive - DVDRW,</li> <li>• Network interface: Integrated Ethernet 10/100,</li> <li>• Operating System - Windows 10,</li> <li>• Ports 4 USB 2.0</li> <li>• 18.5 Inch Screen,</li> <li>• Keyboard Plus Mouse</li> </ul>
2	UPS	600 with 30 Mins Power Back Up

- The bidder will provide the backup of the Voice logs and the call reports to the BPSM in every month.
- The bidder needs to provide manpower with below mentioned credentials:-
  - Call Centre Executives- Nine
    - a. Educational Qualification: Graduate
    - b. Well versed with Hindi and English
    - c. Experience: 2 years or more in the call centre operations

- Call centre manager - One
  - d. Educational Qualification: Graduate
  - e. Well versed with Hindi and English
  - f. Experience: 4 years or more in the call centre operations

#### 4.4 Related Deliverables

The Service Provider is expected to follow under said phases during Project Implementation. System Study with respect to all the above 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

#### 4.5 Maintenance & Handholding

The vendor shall take the responsibility to operationalize the call Centre 7 days a week during office hours. The vendor is expected to provide skilled resources onsite at call center during the operations period.

#### 4.6 Payment Terms

- (a) All payments will be made in Indian Rupee Only.
- (b) The payment would be made as per the following table on submission of invoice by the by the respondent to BSEDC.

<b>Payment Terms</b>
80% of CAPEX on AT issued by BSEDC after making deductions, if any
20% of CAPEX and 100% of OPEX in 12 equal QGR after making deductions, if any

#### 4.7 Timeline

T0 = Date of issue of Lol

<b>Sl#</b>	<b>Items</b>	<b>Timeline</b>
<b>(a)</b>	Agreement signing with selected bidder	T0+1 Week
<b>(b)</b>	System Requirement and SRS signoff	T0+1 Week
<b>(c)</b>	Delivery of the Hardware, PRI line termination,	T0 + 2 weeks

Sl#	Items	Timeline
	software development and commissioning of the call Centre	

**Note:- Due to time constraint, selected bidder is mandatorily required to meet the above stated timeline. Bidder needs to submit a separate undertaking for the same as part of the bid.**

#### **4.8 Penalty/ Liquidated Damage (LD)**

A. Service provider is expected to meet the time lines in the normal course of carrying out the activities out the activities as per the detailed scope of work. In case of unjustified delay in commissioning of project due to reasons completely attributable to the selected bidder, BSEDC will reserve the right to levy penalties on the service provide i.e. 2% penalty/LD every week to a maximum of 10% of total cost of the project component.

B. On account of deficiency in services or lack of quality of services, LD shall be imposed @1% of the component to a maximum of 10% of the total cost of the Project component.

### **5 Evaluation Criteria**

BSEDC will constitute a committee, which will evaluate the RFP in different stages as per following.

- (a) The committee will first undertake a preliminary evaluation of the pre-qualification eligibility criteria and with reference to completeness of the proposals and whether the proposals are generally in order. During the evaluation, the committee may ask the bidder for clarification during the time schedule mentioned in the RFP. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further detailed technical evaluation.
- (b) Thereafter, the committee will undertake a detailed evaluation of the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, etc. During the evaluation, the committee may ask the bidder for clarification during the time schedule mentioned in the RFP.
- (c) Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the Least cost Method, the selection of the vendor will be done.



## 5.1 Disqualification

BSEDC may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- Exhibited a record of poor performance such as abandoning work, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- Submitted a proposal that is not accompanied by required documentation, EMD and cost of RFP document
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Proposal;
- If secured zero '0' in any items mentioned in the technical evaluable table in this RFP.
- Submitted a proposal with price adjustment/ variation provision.

## 5.2 Prequalification Criteria

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Proposal Evaluation Committee will carry out a detailed evaluation of the Proposals, only those who qualifies all Prequalification criteria, are eligible for evaluation of technical bids.

Sl#	Basic Requirement	Specific Requirements	Documents Required
(i)	Legal Entity	Should be a Company registered under Companies Act, 1956 and should have been operating for the last five years as of March 31, 2015. Registered with the GST / Provident Fund / and the bidder must have cleared up-to-date GST & EPF.	Certificates of incorporation and MOA. Copy of PAN, Service tax registration certificate, VAT Registration Certificate, EPF Registration Certificate and latest copy of EPF Challan.

(ii)	Average Annual Turnover as on 31st March 2015	The average annual turnover of the bidder from IT/ITES during last three financial years ending at 31/03/2017 should not be less than Rs. 3 Crores	Certified copy of the audited statement of accounts (PL Account & Balance Sheet, Certificate from Chartered Accountant, as a proof of annual turnover stated.
(iii)	Net Worth	The bidder company should have positive net worth.	Certified copy from the C.A has to be enclosed.
(iv)	Consortiums	Consortium bidding is not allowed	
(v)	Certifications	The bidder must possess CMMi Level 3 certification or above.	Copy of certificate
(vi)	Technical Capability	The bidder should have experience of running at least two call centre with at least 10 resources or above of value more than Rs 75 lacs or above for Govt institution.	Copy of the Work Order and relevant certificates
		The bidder should have successfully Deployed Two software application for Help desk Management / Grievance management for Govt institution.	
(vii)	Blacklisting	Applicants must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/ State Govt.	A Self Declaration letter
(viii)	Fees	- The Bidder must submit Rs. 5,000/ towards the cost of the Tender Document. - The Bidder must furnish the EMD of Rs. 2 lakhs.	- Tender fee in shape of e-payment only - EMD in shape of Bank Draft / Bank Guarantee/e-payment

### **5.3 Selection Process:**

Least Cost Method based selection.

## **6 Instructions**

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- i. The tender should be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) only. No other form of tender submission will be valid for evaluation.
- ii. Tenders duly filled and accompanying all supporting documents, should be uploaded in the e-Procurement portal.
- iii. The online bids will be opened at BIHAR STATE ELECTRONICS DEVELOPMENT CORPORATION LTD., Beltron Bhawan, Shastri Nagar, Patna- 800 023.
- iv. Tenders should be fully in accordance with the requirements as the specified in this RFP document.
- v. Appropriate forms furnished with this specification shall be used in filling quotation. Incomplete e-forms will summarily be rejected.
- vi. All offers should be made in English Language. Conditional offers and offers qualified by such vague and indefinite expression such as “Subject to immediate acceptance”, “Subject to prior sale” etc. will not be considered.
- vii. Submitted tender forms with overwritten or erased or illegible rate 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 each items of the tender and between unit rates and the total amount, the value in word will be final and binding on the bidders. Total of each item and grand total of whole tender should be clearly written.
- viii. While tenders are under consideration, bidders and their representatives or other interested parties, are advised to refrain from contacting Purchaser's personnel or representatives, on matters relating to the tenders under study. M/s BSEDC Ltd. if necessary will obtain clarification on tenders by requesting such information from any or all the bidders either in writing or through personal contact as may be necessary. The bidder will not be permitted to change the substance of his offer after the bid submission date. Any attempt by any bidder to bring pressure of any kind, may

disqualify the bidder for the present tender and the bidder may be liable to be debarred from bidding for BSEDC Ltd in future also.

- ix. All disputes are subject to jurisdiction within the geographical and administration confines of Patna only.

## **7 General Conditions of Contract**

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### **7.1 Application**

These general conditions shall apply to the extent those provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of BSEDC shall be final and binding.

### **7.2 Relationship between the Parties**

The service provider shall be fully responsible for the services performed by it or any of its personnel on behalf of the contract hereunder.

### **7.3 Standards of Performance**

The service provider shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The service provider shall always act in respect of any matter relating to this contract as faithful advisor to the BSEDC. The service provider shall always support and safeguard the legitimate interests of the BSEDC, in any dealings with the third party. The service provider shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The service provider shall conform to the standards laid down in the RFP in totality.

### **7.4 Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the Government of Bihar.

## **7.5 Performance Bank Guarantee (PBG)**

- Within 7 days of the issue of Lol by BSEDC, the qualified service provider shall furnish a PBG, amounting to the 5% of contract value for the contract period i.e, 38 months as its commitment to perform services under the contract.
- Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG.
- The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the service provider.
- No interest will be paid on the PBG.

## **7.6 Termination of Contract**

The service provider association with BSEDC will terminate in case of following conditions:

- The term of contract expires
- Termination of contract by the BSEDC due to non-performance of service provider during execution of project.
- The vendor commits a material breach of the agreement or Scope of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice from BSEDC

## **7.7 Termination for Insolvency, Dissolution, etc**

BSEDC may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company.

## **7.8 Termination for Convenience**

BSEDC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience

## **7.9 Force Majeure**

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military

authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify BSEDC in writing of such condition and the cause thereof. Unless otherwise directed by BSEDC, the Bidder shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

### **7.10 Taxes and Duties**

The taxes & duties incurred for the delivery of services under this contract shall be paid at time of billing at the prevailing rate to the service provider by BSEDC

### **7.11 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

**(a) Amicable Settlement:** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or the interpretation thereof. In case of employer, the decision of the independent arbitrator nominated under mutual consent of either party shall be final and binding.

**(b) Resolution of Disputes:** Disputes which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request may be taken up by either party for settlement in accordance with the Applicable Law of Bihar Arbitration Tribunal Act.

### **7.12 Clarification of Bids**

During evaluation of bids, the client at its discretion may ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

### **7.13 Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the

execution of the project except with the prior written consent of Managing Director, BSEDC, the Project service provider or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

Confidential information shall mean and include any and all confidential or proprietary information furnished, in whatever form or medium, or disclosed verbally or otherwise by the Bidder/ service provider and/ or the Managing Director, BSEDC to each other including, but not limited to, the services, plans, financial data and personnel statistics, whether or not marked as confidential or proprietary by the parties.

## 8 e-Procurement Process Related Instructions

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- Submission of Proposals (Through electronic mode only)
- The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
- The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website [www.eproc.bihar.gov.in](http://www.eproc.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.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the 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.
- All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that



should be submitted in the tendering authority office within the next working day after tender closing date.”

- ***Note: "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."***
- For support related to e-tendering process, bidders may contact at following address “e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

## 9 Annexure – Proposal Formats

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### 9.1 Annexure T1- Covering letter

[Bidders are required to submit the covering letter as given here on their letterhead]

Date: \_\_/\_\_/\_\_\_\_

Ref.: \_\_\_\_\_

To  
Managing Director,  
BSEDC  
BELTRON Bhawan  
Patna

**Sub: Proposal for Implementation of Call Centre for BPSM, Govt. of Bihar**  
Sir,

1. With reference to your request of proposal document, I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices is true and correct.
3. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
4. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We declare that:
  - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tendering authority.
  - (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf have engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

7. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors.
8. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
9. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.
10. I/We undertake to provide Performance Security of 5% of the order value in case the contract is being awarded to us.
11. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.
12. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.
13. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Name:

Designation:

## 10 Commercial Bid

### A : CAPEX

Sl. No	Expenditure Head	Type of Unit	Cost Tax Rate	Unit Rate including taxes	Number of Units	Total Cost including taxes
1	Design and Development of Helpdesk Software	One Time			1	
2	Training Cost & Manual Preparation	One Time			1	
3	Call Recording Software, LAN setup and Telephone Channel Setup (10 Channel)	One Time			1	
4	Computer, UPS, headphone with Mic and Other Required Infra Setup	Per Unit set			10	
5	PRI Modem (Pair)	Pair			2	
<b>Total CAPEX</b>						

### B : OPEX :

Sl. No	Expenditure Head	Type of Unit	Cost Tax Rate	Unit Rate including taxes	Units	Months	Total Cost including taxes
1	Project Manager	Monthly			1	36	
2	Call Centre Executives	Monthly			9	36	
<b>Total Amount of OPEX</b>							₹

- Note:** 1. PRI Rental would be borne by BPSM, Govt. of Bihar  
2. Bill of Toll free number would be borne by BPSM, Govt. of Bihar

### Total Quoted Price:

Resource	Total Cost
Capital Expenditure (CAPEX - A)	
Total Amount of (OPEX – B)	
Total Project Cost (A + B )	

In Words.....

**IRREVOCABLE BANK GUARANTEE NO**

BENEFICIARY:

**Bihar State Electronics Development Corporation Ltd  
Beltron Bhawan,  
Shastri Nagar, Patna-800023**

At the request of M/s -----(Name of the vendor with full address), we hereby guarantee to pay you a sum of Rs. .... (Rupees....) in connection with the Tender for supply of ( Name of the items supplied by the vendors, against Purchase Order No.----- ) etc. (Schedule- no.- --, Item No-----) against **Earnest Money Deposit/Security Deposit** as prescribed under the **Tender Document NIT** (Tender Notice No.:----- dated:-----.) and its subsequent corrigendum.

This guarantee is valid for a period of ----- months with effect from (.....) to (.....) and after which no claim will be entertained by us and this guarantee will automatically become null and void.

Any claim under the guarantee must be made in writing duly signed by BSEDC and must be received and acknowledged by us on or before the guarantee expiry date.

This bank guarantee may be renewed from time to time upon a written request by both the parties before the expiry of the validity.

Notwithstanding anything contained herein

- a) Our liability under this guarantee shall not exceed the amount mentioned above i.e. Rs----- (In words)
- b) This Bank Guarantee shall be valid upto -----
- c) We are liable to pay the guarantee amount or any part there of under this Bank Guarantee and only if served upon us a written claim on or before-----  
-----

Dated the-----day of----- (Month) ----- (Year) for-----

**(Name of the Bank with fully address)**

Details of Bank Guarantee i.e. no. date etc

**Authorized signatory/ Branch Manager**

(Details of Bank)