

## Government of Bihar



# Request for Proposal (RFP) for Selection of An Agency for Providing PMU support in setting up Investment Promotion and Facilitation Cell for IT ITeS and ESDM Sector in the Department of Information Technology, Government of Bihar

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Issued By:



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

BSEDC BHAWAN, SHASTRI NAGAR, PATNA, BIHAR

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## ABBREVIATIONS & DEFINITIONS

<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BSEDC / BELTRON</b>	Bihar State Electronics Development Corporation Limited
<b>Bid / eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder / Agency / Firm / Supplier</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
<b>CA</b>	Chartered Accountant
<b>Committee</b>	Committee constituted by BSEDC for evaluation of Technical Proposals
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement MD, BSEDC in this document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
<b>Contract Price</b>	Price payable to the firm/company on the panel of BSEDC under the Contract for the complete and proper performance of its contractual obligations
<b>Day</b>	A calendar day as per GoB/ Gol.
<b>DIT / DIT, Bihar</b>	Office of the Department of Information Technology, Government of Bihar
<b>Effective date</b>	The date on which the contract comes into force and effect
<b>ESDM</b>	Electronics System Design and Manufacturing
<b>EMD</b>	Earnest Money Deposit
<b>EoDB</b>	Ease of Doing Business

<b>GCC</b>	General Conditions of Contract
<b>GoB</b>	Government of Bihar
<b>Gol</b>	Government of India
<b>ICT</b>	Information and Communications Technology
<b>INR</b>	Indian Rupee
<b>ISO</b>	International Organisation for Standardization
<b>IT</b>	Information Technology
<b>ITeS</b>	IT enabled Services
<b>LoI</b>	Letter of Intent
<b>MeitY</b>	Ministry of Electronics & Information Technology, Gol.
<b>O&amp;M</b>	Operation & Maintenance
<b>Personnel</b>	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
<b>Proposals</b>	Proposals submitted by bidders in response to the RFP issued by BSEDC for selection of firm/company
<b>QCBS</b>	Quality and Cost Based System
<b>RFP</b>	Request for Proposal
<b>Services</b>	Work to be performed by the firm/ company pursuant to the selection by BSEDC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by DIT, Bihar
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditor
<b>WO/ PO</b>	Work Order/ Purchase Order
<b>Working Days</b>	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST

## 1. Invitation for Proposal

### 1.1 RFP Notice

- a) Bihar State Electronics Development Corporation Ltd. (BSEDC) is the nodal agency of the state govt. of Bihar, working towards promotion & implementation of IT and e-Governance initiative. BSEDC is also nominated as the state purchase organization for supply of software and hardware to the state government. BSEDC is committed to generate IT business for the public/private sector with a mandate from the state government to promote & develop IT eco-system in the state. This includes opportunities for software development, supply of hardware & peripherals, networking and connectivity, web applications, e-commerce, IT training and an entire gamut of direct and indirect IT businesses. BSEDC is the nodal agency under the administrative control of Department of Information Technology, Govt. of Bihar.
- b) The requirement under this RFP is to select an agency for providing PMU support in setting up Investment Promotion and Facilitation cell for IT ITeS & ESDM sector in the Department of Information Technology, Government of Bihar.
- c) Any contract that may result from this public procurement competition will be issued for a term of **Two (02) Years ("the Term")**.
- d) BSEDC reserves the right to extend the Term for further period of maximum of **One (01) Year** on the same terms and conditions, if required. During the extension(s), fee may be revised based upon mutual agreement between the parties but not exceeding maximum of 10% of the current bid amount for the selected agency.
- e) The RFP include the followings:
- Section 01 - Invitation for Proposal
  - Section 02 – Project Profile & Background Information
  - Section 03 - Pre-Qualification/ Eligibility Criteria
  - Section 04 - Scope of Work
  - Section 05 – Project Deliverables & Time Line
  - Section 06 - Manpower specifications
  - Section 07 - Bidding Process
  - Section 08 – General Terms and Conditions
  - Section 09 – Payment Schedule
  - Section 10 – Penalty Clause
  - Section 11 - Exit management
  - Section 12 – Annexure: Technical Proposal & Financial Proposal
- f) Interested firms / companies may download the RFP document from the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
- g) Bihar State Electronics Development Corporation Limited (BSEDC), reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

## 1.2 Data Sheet

S. No	Information	Details
1.	Bid Processing Fee (Non Refundable)	INR 5,900/- (inclusive of GST) to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit card) only
2.	Tender Fee/Cost of RFP document (Non Refundable)	INR 10,000/- to be paid through e-payment mode (NEFT/RTGS, Net Banking, Credit/Debit card) only
3.	Earnest Money Deposit (EMD)	INR 5,00,000/- to be paid either through online mode or manual mode (BG, DD etc.). In case of manual mode selected for the payment of EMD, original hardcopy of the EMD which may be a DD or BG should be submitted in the tendering authority office within the next working day after tender closing date.
4.	Sale of RFP document	From <b>17/12/2019 to 09/01/2020 till 1300 hrs.</b> through our website <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a>
5.	Last date and time for submission of pre-bid queries	<b>"26/12/2019" up to 1600 hrs.</b>
6.	Last date and time for submission of BG/DDs of EMD physically at BSEDC	<b>"10/01/2020" up to 1500 hrs.</b>
7.	Last date and time for submission of proposals (Technical and commercial/Financial) (Online)	<b>"09/01/2020" up to 1500 hrs.</b>
8.	Opening of Technical Bids	<b>"10/01/2020" at 1700 hrs</b> Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan Patna - 800023 Tel: 612-2281242, Fax: 612-2281857
9.	Place, Time and Date of pre-bid meeting.	<b>"26/12/2019" at 1600 hrs</b> Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar , Beltron Bhawan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857
10.	Contact Person for queries	Managing Director Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhawan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857

S. No	Information	Details
11.	Address at which proposal in response to RFP notice is to be submitted:	Managing Director Bihar State Electronics Development Corporation Limited (BSEDC), Shastri Nagar, Beltron Bhavan, Patna - 800023. Tel: 612-2281242, Fax: 612-2281857
12.	Bid validity	180 days, From date of financial bid opening
13.	Bid Selection Method	Quality cum Cost Based System (QCBS)

## 2. Project Profile & Background Information

### 2.1 Introduction

#### 2.1.1 Project Brief

DIT Bihar is the nodal department for promotion of IT ITeS and ESDM industry in the State to potential investors. Bihar is on the path to emerge as a major destination for industrial and knowledge sector. The State Government has a proactive industrial policy, which focuses on providing institutional infrastructure & need based fiscal incentives to consolidate & reinforce the industrialization process in the state. The thrust of the Government is on environmentally suitable industrialization, which generates maximum employment opportunity and augments State revenue.

DIT Bihar is currently undertaking a slew of infrastructural and economic reforms, attracting leading investors and fostering investments. Riding a robust economy buoyed by an enabling institutional framework and facilitative initiatives towards Ease of Doing Business (EoDB), DIT Bihar is taking a slew of measure to create an investment friendly ecosystem for IT, ITeS and ESDM industries in the state.

#### 2.1.2 Project Objectives

The State of Bihar has envisioned itself to be a globally competitive State and embarked on the journey to become the economic engine of the country to emerge as the leading global investment destination. In line with its vision, Government of Bihar has accorded top priority to IT sector as industrial growth engine. To further sharpen and retain its existing competitive advantage and to identify growth and investment opportunities, initiatives, projects/programs to enhance employment to its broad human base etc., DIT Bihar wants to onboard Professional Consulting Agency to provide investment promotion, investment tracking and program management advisory services to the department.

DIT Bihar plans to showcase the strengths of Bihar, the progress it has made in various fields and the opportunities available for investment in the State to domestic and global investors.

The objectives of IT Investment Promotion activities are:


- a. To promote investments in IT/ITeS and ESDM sector for growth of industry and employment in these sectors.
- b. To work towards making the business and investment climate investor friendly by policy, regulatory, fiscal reforms.
- c. To reach out the investor community for creating awareness about the investment opportunities existing in the state and improve brand perception.
- d. Investment generation by actively seeking out the national and internal investors, and Investor servicing or facilitation in order to help solve the problems faced by existing or potential investors.
- e. Promote innovation and entrepreneurship by developing Startup ecosystem in the State.

### 3. Pre-Qualification/ Eligibility Criteria

The Bidder is expected to submit the following supporting documents with respect to the below-mentioned eligibility criteria together with the Technical Proposal:

#### 3.1 Pre-Qualification Criteria

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
1	Legal Entity	The Bidder should be registered in India under the Indian Companies Act 1956 or a partnership firm registered under the Limited Liability Partnership Act 2008 and should have operated in India for a minimum of <b>5 years</b> in Business Consulting as of March 31, 2019.	Copy of Certificate of Incorporation/ Registration
2	Annual Turnover	Annual Turnover of the bidder from Indian operations in business consulting services during each of the last three financial years, i.e., from 2016-17 to 2018-19 (as per the last published audited balance sheets), should be at least <b>INR 200 crores.</b>	CA Certificate with CA's Registration Number/ Seal
3	Net worth Certificate	The net worth of the bidder, as on 31-Mar-2019, should be <b>Positive</b>	CA Certificate with CA's Registration Number/ Seal
4	Government Consulting Services	The bidder should have working in the consultancy assignments for a <b>minimum of 5 years</b> having annual turnover of <b>INR 10 Crore</b> from Government/ Public Sector consulting services in India in each of the last 3 financial years	Certificate from statutory auditor
5	Work Order Certificate	The bidder should have served as <b>Knowledge Partner/ PMU</b> for State or Center for their <b>investment promotion program</b> or central / state schemes for	Copy of Work Order / Contract to be attached (with clear details around scope of work and value

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
		infrastructure investment programs with a consulting fees of <b>INR 5 crore</b> through single contract or maximum of two contract totaling up to INR 5 crore	of the project).
6	Tax Registration	The bidder should have a registered number of  <ol style="list-style-type: none"> <li>i. GST</li> <li>ii. Income Tax / Pan number</li> </ol>	Copies of relevant certificates of registration
7	Technical Resource	The Bidder must have a minimum strength of <b>250 fulltime resources</b> on the payroll of the company in India at the time of bid submission.	Certificate from HR Dept. on company letterhead.
8	Pending Litigations	The amount involved in pending litigations against the Bidder in various Courts/ Tribunals should be less than the net worth of the company/ firm.	Certificate from statutory auditor.
9	Blacklisting	<ol style="list-style-type: none"> <li>a) The bidder should never have been blacklisted, suspended or terminated by any agency of the central government, public sector undertaking or by any department of State Government in India.</li> <li>b) There should not be any non-tax pending litigation in any courts across India.</li> </ol>	Self-certification.  False certification and / or non- disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting in the State of Bihar.
10	Power of Attorney	Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Duly signed Power of Attorney
11	Tender Fee and Processing Fee	Refer data sheet	e-payment Acknowledgment
12	EMD	Refer data sheet	Demand Draft / Bank Guarantee

**Technical Proposal of bidders will be evaluated only those who qualify the Pre-qualification criteria.**

### 3.2 General Instruction of Bidding Process

- a) This invitation for bids is open to all Indian firms who fulfill prequalification criteria as specified in the RFP.
- b) **Consortium is not allowed.**

- c) Breach of general or specific instructions for bidding, general and special conditions of contract with GoB or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.
- d) Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed.
- e) Terms and conditions of e-procurement tendering process is mandatory to all the bidders.

## 4. Scope of Work

The scope of work in this section is not exhaustive and the successful bidder shall have to undertake other tasks as may be necessary or incidental to accomplish the objectives outlined in this RFP.

The selected bidder is expected to provide consultancy services towards the achievement of the following objectives:

### 4.1 Investment Strategy


- 4.1.1 Formulate and execute an annual Investment strategy and business plan for attracting investments from new geographies /key partner countries to Bihar.
- 4.1.2 Support in identifying the branding initiatives to be taken and help chalk out a strategy to establish Bihar as an 'IT ITeS Destination in the East'
- 4.1.3 Assist in updating/ developing new policy/ guidelines/ regulations to enhance IT Industrial development and for improving IT investments in the state, as may be required.
- 4.1.4 Assist in organizing investor meets, road shows (national & international), sectoral seminars and participation in national and international events.
- 4.1.5 Coordinate with the national and international trade agencies, diplomatic missions, Foreign Consulates, High Commissions and embassies for meetings to discuss investment opportunities.
- 4.1.6 Assist in review of investment proposals for Mega projects to be placed to Business Advisory Committee, State Investment Promotion Committee (SIPC), State investment Promotion Board (SIPB) for any special incentives.
- 4.1.7 Create a future strategy report on the required infrastructure, manpower and systems to create a more robust IT Investment Promotion Body for DIT Bihar.
- 4.1.8 Liaison with the Government of India for complying with various requirements in getting approvals for fund/ grant disbursement for industrial infrastructure development & other applicable schemes.
- 4.1.9 Preparation of District profiles.
- 4.1.10 Sensitization of Industry/ potential beneficiaries on the various GoB industrial investment promotion scheme(s) and its benefits through workshops/ roadshows/



campaigns etc.

- 4.1.11 Support in all the investor after care activities carried out at DIT Bihar like Tracking of Investments etc.


## 4.2 Knowledge Management

- 4.2.1 Preparation of content for promotional materials and marketing collaterals such as Bihar's competitiveness profile, sector profiles, district profiles, investor guide, project profiles, industrial corridors and profiles on key clusters.
- 4.2.2 Preparation and circulation of investment newsletter (monthly) incorporating the promotional efforts and investment opportunities, export potential etc., in the state.
- 4.2.3 Preparation of content for road shows and investor summit.
- 4.2.4 Support in designing, developing various marketing tools, collaterals and publicity materials etc.
- 4.2.5 Prepare content that is compatible for digital media.
- 4.2.6 Assist the Media and PR partner with relevant content for publicity.
- 4.2.7 Prepare Event specific content.
- 4.2.8 Contribute overall intellectual input which would best showcase the event. 
- 4.2.9 Designing and developing knowledge content for collaterals and publicity materials.
- 4.2.10 Preparation of knowledge content for event specific collaterals, invitation letters and event flyer.
- 4.2.11 Assist in providing content for the website; Design of the content is not in the purview of the bidder.

## 4.3 Research and Outreach Programs

- 4.3.1 Conduct research on a continual basis to identify potential target companies who are looking to invest and expand in the region and who should be targeted to promote IT in Bihar.
- 4.3.2 Leverage country-based desks/trade agencies for direct focus on investors to facilitate investment.
- 4.3.3 Assist the state to participate in multi-lateral forums, trade fairs and conferences; collaborate with global embassies, chambers of commerce and business councils.
- 4.3.4 Support the department in facilitating dialogues with Investors, including handholding of high value Investors from contact to conversion

## 4.4 Road Shows Planning and Execution

- 4.4.1 For the Identified target countries, provide suggestions on the formation of delegations (number of delegations and geographies) and execute International outreach to set up meetings, roundtables and seminars 

- 4.4.2 Preparation of delegation matrix (focus sectors, embassies, trade bodies, educational and R&D institutes, identification of large companies in focus sectors etc.).
- 4.4.3 Identification and connecting with Indian corporates having presence in target countries as well as the other way around.
- 4.4.4 Preparation of relevant collaterals and drafting of letters (request for meetings) to be sent to embassies and consulates abroad.

#### **4.5 Knowledge Partner Support for State IT Investment Conclave**

- 4.5.1 Define the road map and action plan for organizing the IT Conclave at Patna, devise the summit agenda, activities and structure.
- 4.5.2 Organize one to one meetings for identified prospective foreign and Indian investors before the conclave and during the days of the conclave.
- 4.5.3 Help in identification of partners for key projects and assist in designing project specific MoUs to be signed at the conclave.
- 4.5.4 Documentation of meetings during the preparation stage and documentation of all seminars, meetings, conference, proceedings during the days of event.
- 4.5.5 Help in organizing Discussion forums, Networking meetings, Panel Discussions, Conventions etc.
- 4.5.6 Suggest promotional plan for the event across the world and provide assistance for Conclave planning.
- 4.5.7 Design the seminar, schedule the topics, prepare background paper on each session and identification of speakers, etc.
- 4.5.8 Identify and approach partner organizations, agencies for the Conclave.
- 4.5.9 Preparation for panel discussions/discussion forums and other knowledge event related activities.
- 4.5.10 Coordinate with industry forum, event partner, design agency with the organizing of the Conclave.

#### **4.6 Post Conclave Support**

- 4.6.1 Send Thank You letters to the key participants.
- 4.6.2 Follow up with investors.
- 4.6.3 Organize meetings within and outside the country where leads are identified.

#### **4.7 Investment Promotion – Lead Generation & Conversion (Investment Grounding) Support**

- 4.7.1 Provide a database of potential investors from India and abroad and carry out a contact program to reach out to them.

- 4.7.2 Identify at least 20 potential investors (and in addition relevant trade associations in key target countries) and prepare thumbnail profiles and contact details of targeted investors.
- 4.7.3 Maintain a database of leads and investment interest registered by various investors in the road shows and/or state sessions.
- 4.7.4 Identify and assess the implementation issues for the projects and organize one-to-one meeting with the investors and govt. officials to resolve the same.
- 4.7.5 Help assist the designing project specific MoUs/ Investment Intentions document/Strategic Partnership documents.

#### **4.8 Investment Tracking, Monitoring and Management**

- 4.8.1 Provide assistance in follow up with investors and in tracking progress of MOU & projects.
- 4.8.2 Provide tracking assistance for monitoring cases from lead generation to hand holding them to reach commercial production stage.
- 4.8.3 Assist in managing data on the State Investment Tracker system.
- 4.8.4 Assist in addressing the investor's grievances received through helpline, grievance redressal system and relationship managers.
- 4.8.5 Assist and educating potential investors on single window system and helping investors to get necessary clearance through this online portal.
- 4.8.6 Support in tracking of IT employment generated in the state.
- 4.8.7 Maintain regular engagement with investors to manage relationship.

#### **4.9 Program Management Activities**

- 4.9.1 Support in data analysis of Incentives disbursed and in budgetary requirement projections.
- 4.9.2 Support in promotion of exports and help the state to sustain its growth.
- 4.9.3 Assist the department in promotion of IT through conducting IT day events, selection of top performing IT companies under various categories for issuance of various state awards etc.
- 4.9.4 Support department in state level review meetings, district-level conferences, preparation of presentations, participation of national/ International forums, etc.

#### **4.10 Startup Ecosystem Development**

- 4.10.1 Develop Standard Operating Procedures and Guidelines – Startup Application Evaluation; Disbursement of Incentives, venture funds, incubators, accelerators, angel network etc.
- 4.10.2 Develop and monitor content, duration and delivery of boot camps.
- 4.10.3 Follow up with start-ups for recognition and applying for incentives under the Policy.

- 4.10.4 Outline process for mapping of ecosystem actors – develop database for existing startups and potential startups.
- 4.10.5 Reach out to startups, incubators, universities, co-working spaces and voluntary organizations on a best effort/ availability basis.
- 4.10.6 Develop responses for common queries from startups.
- 4.10.7 Resolve day-to-day issues for applicants and application processing.
- 4.10.8 Monitor and respond to queries received in person, on phone or on e-mail.
- 4.10.9 Understand needs of startups and coordinate with incubators and institutes to plug those gaps through knowledge sessions.
- 4.10.10 Compile a repository of Massive Online Open Courses so that the start-ups can have access to knowledge through online means.
- 4.10.11 Identify strategic partnerships, sponsorships, corporate connects, etc.
- 4.10.12 Support in defining the functions of the Startup Portal of DIT Bihar.
- 4.10.13 Managing operations of the Startup Portal of DIT Bihar.

#### 4.11 **Miscellaneous**

- 4.11.1 Make qualitative Power Point Presentations as and when required on project(s) and its promotional activities, for investments during DIT Bihar's related meetings, conferences, etc.
- 4.11.2 Suggest ways to utilize DIT Bihar Websites for greater reach and dissemination of information of various projects and activities of DIT Bihar.
- 4.11.3 Assistance in selection/empanelment of vendors related to the work which can be an output of any activity of scope of work of the selected bidder, if and when required by DIT Bihar.
- 4.11.4 The Agency shall depute additional resources as per work requirements for execution of the assignment.
- 4.11.5 The resources of the selected bidder will have to carry out any other function as directed by DIT Bihar from time to time, with a view to bring about the accelerated economic development of the State.
- 4.11.6 The selected firm will necessarily arrange for 7 days of capacity building training in a calendar year (prorated for partial year) to its resources at its own cost. The training program should be relevant to the current assignment at hand. The trainings should be staggered for the resource so as to have minimal effect to the deliverables at hand. The trainings should be planned and informed in advance and prior approval to be obtained from DIT Bihar.

#### 4.12 **Roles and Responsibilities of DIT Bihar/ BSEDC and its authorized agency(s):**

- 4.12.1 DIT Bihar will provide approvals for all plans, strategies and materials produced.
- 4.12.2 Provide **Sign-off / acceptance** of various project deliverables submitted by the

- agency:
- a) Major Deliverables (Strategy & Plan documents) – within 2 weeks.
  - b) Minor Deliverables (Derived Deliverables) – within 5 days.
- 4.12.3 DIT Bihar will facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
- 4.12.4 Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the project activities.
- 4.12.5 Provide direction to the deployed resources and enable them to achieve overall objective.
- 4.12.6 Provide periodic feedback.
- 4.12.7 Review and approve the payments to the selected agency as per quality services provided by the resources of the agency.
- 4.12.8 Physical office space will be provided by the department and other facilities in this office like computer, photocopier, scanner, printers, paper, toner, etc. will be arranged by selected bidder on his own cost.
- 4.12.9 Provide TA towards any travel of any resource outside Patna for the assigned and approved tasks like discussions/meetings with any important stakeholders, network sources, etc., for meeting the deliverables effectively. [SEP]
- 4.12.10 DIT Bihar/ BSEDC shall take up the following costs or reimburse later to agency for effective functioning of agency in delivering the tasks: [SEP]
- a) Cost involving the agency to meet the additional demands towards delivering the outputs than what has been decided upon selection or in direct scope of work of this RFP document.
  - b) Cost involving any External agency to meet the tasks or additional demands towards delivering the outputs.
  - c) DIT Bihar shall take up any cost towards the event management that is beyond the scope of agency.

#### 4.13 Roles and Responsibilities of Selected Agency

- 4.13.1 Selected agency must provide fully loaded laptops (operating system, antivirus solution, Microsoft Office suite and all required software(s) to carry out the tasks as required).
- 4.13.2 Agency will be required to submit reports as required by DIT Bihar.
- 4.13.3 Provide project status report(s) and MIS as desired by DIT, Bihar.
- 4.13.4 Set-up and administration of escalation mechanism for faster issue / risk management
- 4.13.5 A monthly meeting to be done at the senior management level (reference to level equivalent to 'Partner' or above in a Big 4 organization). In this meeting the senior management entity will brief the DIT officials of the progress made by his team. The meetings will be held at Patna, Bihar.

## 5. Project Deliverables & Time Line

Time shall be the essence for all the projects which would be done by the selected agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

Project Component	Deliverables	Timeline (Max Limit)
Deployment of Resources	Successful Deployment of Resources	T+ 07 days
Annual Investment Strategy	Successful submission of the strategy document as per scope of work	T + 15 days T + 1 year + 15 days
Annual Business Plan	Successful submission of the plan document as per scope of work	T + 21 days T + 1 year + 21 days
Future Strategy Report	Successful submission of the strategy document as per scope of work	T + 60 days
Meetings Proceedings	Proceeding document	Within 2 days of the meeting.
Progress Reports	Monthly Progress Reports	By 5 <sup>th</sup> of each succeeding month
Progress Reports	Quarterly Progress Reports	Within 15 days of each succeeding quarter (1st draft for DIT Bihar approval 2 weeks prior to End of each Quarter)
Project Deliverables	Yearly Progress Report	Within 15 days of succeeding year (1st Draft to be submitted 1 month prior for DIT Bihar approval).
Project Deliverables	Derived Deliverables from the Strategy & Plan Documents	As per agreed timelines as defined from time to time.
Project Deliverables	Other deliverables (as per DIT Bihar's requirements)	As per agreed timelines as defined from time to time.

**T = Issue of Lol**

## 6. Manpower Specifications

### 6.1 Deployment of Team

The successful bidder shall be responsible for deployment of below set of resources within specified timelines in the Project Deliverables and Timeline section as per the desired skill-set and experience of various categories of resources.

### 6.2 Proposed Resources Competencies

S.No.	Position	Number	Experience
1	Program Manager	1	MBA/ BE/ BTech with at least 12 years' experience.
2	Investment Promotion & Investor Facilitation Team Lead	1	MBA/ BE/ BTech with at least 8 years' experience.
3	Start-up Promotion Team Lead	1	MBA/ BE/ BTech with at least 8 years' experience.
4	Investment Promotion Support	1	MBA/ BE/ BTech with at least 6 years' experience.
5	Relationship Manager	2	Master in relevant field / MBA with at least 03 years' experience.

#### Note:

- i) All quoted manpower shall be on rolls of the bidder. Outsourcing in any form will not be acceptable.
- ii) The bidder needs to submit CV of all proposed manpower.
- iii) The **proposed team shall be available and stationed in Patna** on all the working days of Govt. of Bihar, and on public holidays also as and when necessary as felt necessary by the department. This is necessary since the agency needs to support the department continuously throughout the consultancy period. The attendance of the personnel will be monitored by the Department or an authority/ authorities so specified by DIT Bihar / BSEDC.
- iv) The successful bidder is advised to deploy experienced & qualified resources for the assignment.
- v) If at any point of time, DIT Bihar feels that a resource is not upto the mark, the replacement will be demanded in writing and will need to be obliged within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.
- vi) The service provider will provide the bio data of the resources engaged for the project for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide a suitable substitute, if required. Any change of resource during the period of contract should be done only with the prior consent of DIT, Bihar/ BSEDC. For whatsoever reason provided the target for schedule of work shall not suffer.
- vii) Above mentioned resource requirement is the minimum number and category of resources to be provided for the Term of the contract. It is upto the bidder to access

the requirement and provide more resources if required. At all times, the schedule and delivery of the work shall not suffer.

viii) **Leave for Consultancy Team Resources**

- a) The proposed team has to follow the working hours, working days and Holidays of State Government of Bihar.
- b) Resources may avail maximum of 20 days/year of leave.
- c) Leave entitlement and computation are linked to the year starting commencement of work prorated to December 31 of that year. Thereafter computations are linked to the calendar year from January 1 to December 31.
- d) Leave can be refused, revoked, curtailed by the management based on business exigencies.
- e) A resource can proceed for leave only after approval by the Reporting Manager of DIT Bihar.
- f) When applying for a half day leave a resource is required to spend a minimum of 4 business hours at office.
- g) Unused leaves cannot be accumulated or carried forward to next year.
- h) Work from home is not allowed and will be counted as leave taken.



## 7. Bidding Process

### 7.1 Time Schedule for Bidding

Tender reference No:	As mentioned in e-Procurement portal
Date of issue of RFP	As mentioned in e-Procurement portal
Non Refundable Tender Processing Fee	As mentioned in e-Procurement portal
EMD	As mentioned in e-Procurement portal
Pre-bid meeting & venue	BSEDC Bhawan, Shastri Nagar Patna, Bihar – 800023
Last Date for Receiving Queries	As mentioned in e-Procurement portal
Last Date and Time for submission of Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Of Technical Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Financial Bids	As mentioned in e-Procurement portal
Contact Person, Phone No. and Email	Sudhir Kumar, Company Secretary, BSEDC Ltd. Email: csbeltron@bihar.gov.in Phone: 0612-2293036, Tele Fax; 0612-2281857
Address for Communication:	Managing Director Bihar State Electronics Development Corporation Limited, BSEDC Bhawan, Shastri Nagar, PATNA, Pin Code - 800023

1. Please visit web site <[www.bsedc.bihar.gov.in](http://www.bsedc.bihar.gov.in)> or <[www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)> for full details
2. Complete sets of bidding documents will be available for free download, by interested bidders, from the e-Procurement portal of the Government of Bihar.
3. It will be in the interest of the bidders to familiarize themselves with the e Procurement system to ensure smooth preparation and submission of the tender documents.
4. The Bidders are advised to submit the Bids well in advance of the deadline as BSEDC/ DIT Bihar will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems in connectivity services used by the bidder.

## 7.2 Site Visit

The Bidder if so desires, may visit and examine the project sites, and revalidate all the information required for preparing their response document to the bid. The cost of such visits to the sites shall be at the bidder's expense. The bidder and any of its personnel or agents will be granted permission by DIT Bihar to enter its facilities at various locations in the state for the purpose of such visits, but only upon the condition that the bidder, its personnel, and agents, will indemnify the BSEDC / DIT, Bihar / GoB from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk; peril; cost and liability undertake site visits to designated facilities in the state.

## 7.3 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids.

## 7.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by BSEDC. BSEDC/ DIT Bihar will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

## 7.5 Validity of Proposals

- a) Proposals shall remain valid for a period of bid validity as mentioned in the data sheet section above. A Proposal valid for shorter period may be rejected as non-responsive.
- b) BSEDC/DIT Bihar may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

## 7.6 Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify BSEDC in writing along with a soft copy in excel format at BSEDC's correspondence email address before the date mentioned in under the 'important dates' section. BSEDC representative will respond to any request for clarification of the tender document in the pre-bid conference, which will be held as per the table of important dates given. BSEDC's response will be sent to all prospective bidders who have received the tender document. The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change
1				
2				

### 7.7 Pre-Bid meeting

- All those bidders who have obtained/purchased bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- Not exceeding two employees from each of the bidding firm / company / organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- The Bidder is requested, to submit any questions in writing to reach BSEDC as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. BSEDC will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal (<http://eproc.bihar.gov.in>).
- Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

### 7.8 Clarification

- A prospective vendor requiring any clarification of the bidding documents may notify BSEDC contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders that have received the bidding documents.
- The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that GoB shall not entertain any correspondence regarding delay or non-receipt of clarification.

### 7.9 Amendment of Tender Document

At any time prior to the last date / time 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, reserves the right to modify the tender document by issuing an amendment. The amendment will be notified in e-procurement portal and will be binding on the bidders. In order to afford prospective bidders reasonable time in which to take the amendment into

account in preparing their bids, BSEDC / DIT may, at its discretion, extend the last date for receipt of bids.

## 7.10 Bid Preparation

### 7.10.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and GoB, shall be written in the English language. If any supporting document and printed literature furnished by the Bidder is in a language other than English then the same should be accompanied by an accurate English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. However, such translations shall be certified by the agency that has done the translations.

### 7.10.2 Bid Format

The Bidder shall upload the digitally signed scanned copies of the Proposal in e-Procurement, as given below:

#### A. Pre-Qualification Bid

1. A letters on bidders letter head
  - I. Describing the pre-qualifying technical competence and experience of the bidder,
  - II. Certifying that the period of validity of bids is 180 days from the last date of submission of bid,
  - III. Asserting that the bidder is quoting for all the items mentioned in the tender,
  - IV. Accepting all terms of this RFP
2. All forms mentioned in RFP document along with the requisite documents asked in the respective forms to prove that the bidder meets the eligibility criteria.
3. Power-of-attorney granting the person signing the bid, the right to bind the bidder as the 'Constituted attorney of the Agency'.
4. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.
5. The Bidder should not be blacklisted by Government of Bihar or its agencies for any reasons whatsoever and/or the bidder should not be blacklisted by Central / any other State/UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices or for backing out from execution of contract after award of work. The Bidder shall submit an affidavit to this effect.

#### B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders (as described in Section 10) and required for BSEDC to evaluate the bids as prescribed as part of the technical evaluation in Section 6.19 of this document. Hence it is mandatory that the bidders read this section in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

### C. Commercial Bid Specified

The commercial bid shall be submitted for all requirements of the GoB for the Request for Proposal (RFP) Selection of an agency for providing services as per details mentioned in the RFP

## 7.11 Procedure for Submission of Bids

### 7.11.1 Tender Processing Fees

Bidder can download the tender document for free from the portal (<http://eproc.bihar.gov.in>) till the due date and time for bid submission. Any interested bidder shall pay tender processing fee as specified in the e-Procurement portal. The tender processing fees has to be paid through e-Payments in favor of “Managing Director, Bihar State Electronics Development Corporation Limited” payable at Patna from any scheduled bank.

**Note:** It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

### 7.11.2 Modes of Submission

All interested bidders shall pay EMD and Tender Processing fee and submit their Technical and Commercial RFP responses electronically using the e-Forms in the e-Procurement platform. The e-Procurement portal is available at: <http://eproc.bihar.gov.in>

Companies shall submit the tenders only through the unified e-Procurement system before the scheduled date and time for bid submission. Tenders submitted after the due date and time will not be considered. BSEDC will not be liable or responsible for any delays due to unavailability of the portal and the Internet link.

## 7.12 Authentication of Bid

The response bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support a letter of authorization. All pages of the bid, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

## 7.13 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## 7.14 Financial Bid

The bidder shall indicate prices according to the Performa prescribed in Section 11.2 of the tender document.

## 7.15 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the

price at site and shall include all state and central taxes. Attention of the bidder is invited to the terms and conditions of payment given in RFP document.

#### 7.16 Revelation of Prices

Prices in any form and for any reasons shall not be revealed in the pre-qualification bid or technical bid or before opening the commercial bid. In case such violation happens, then the bid shall be immediately rejected.

#### 7.17 Terms and Conditions of Tendering Firms

In case any of the terms and conditions to the RFP is not acceptable to any bidder, clearly specify the deviation in the forms given in RFP. Similarly in case the equipment and services being offered has deviations from the schedule of requirements laid down, the bidder shall describe in what respects and to what extent the equipment and services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in section as part of the response to the bid. Any substantial deviation may lead to rejection of the bid by GoB.

#### 7.18 Bid Submission

##### 7.18.1 Consortium and Sub-contracting

1. The bid shall be submitted only as single entity firm. **Consortium or Joint venture shall not be allowed for the project.**
2. The bidder shall not Sub-Contract Scope of Work other than wherever specifically mentioned. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.

##### 7.18.2 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

##### 7.18.3 Address for Correspondence

The bidder shall designate the official mailing address, place, telephone number, fax number and e mail address to which all correspondence shall be made by BSEDC. BSEDC will not be responsible for non-receipt of any communication sent by the bidder.

##### 7.18.4 Clarifications

If deemed necessary, GoB may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. GoB may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

#### 7.18.5 Verification of Reference Installations

GoB, if considers necessary, may conduct verification of reference installations to satisfy themselves on the performance of the equipment/ services offered with reference to their requirements.

GoB will satisfy themselves on the veracity of the reference works with reference to performance indicators relevant to the requirements specified.

#### 7.18.6 Contacting GoB

Bidder shall NOT contact BSEDC/GoB on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the e-procurement portal.

Any effort by a bidder to influence GoB's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by GoB.

#### 7.18.7 Bid Currency

Price shall be quoted entirely in Indian Rupees (INR).

#### 7.18.8 Disqualifications

The bid is liable to be disqualified in the following cases:

- The Bid not submitted in accordance with this document.
- During validity of the bid, or its extended period, if any, the Bidder increases their quoted prices.
- The Bidder qualifies the bid with his own conditions.
- Bid is received in incomplete form.
- Bid is not accompanied by all requisite documents.
- Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid/ pricing is uploaded in the Technical bid.

#### 7.19 Earnest Money Deposit

An EMD of amount as mentioned above, must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder on a written request. No exemption for submitting the EMD will be given to any agency. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.



The EMD shall be forfeited:

- 1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
- 2 Or in case of a successful Bidder, if the Bidder fails:
  - To sign the Contract; or
  - To furnish the performance security.

## 7.20 Criteria for Evaluation of Proposals

BSEDC will form a Committee to evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, DIT, Bihar/ BSEDC, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the above pre-qualification criteria will be evaluated as per the criteria mentioned below:

S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
<b>A</b>	<b>Organizational Strength &amp; Project Experience</b>			<b>25</b>
1	Experience of assisting State Government(s) in India/ Central Govt Ministries as Knowledge Partner/ PMU for Investment Promotion	Work Order/Client Letter/ Job Completion certificate	01-03 programs = 03 04-05 programs = 04 More than 5 programs = 05	05
2	Experience of assisting State Government(s) in India in Investment Promotion resulting in Investment in the state(s)		Upto 10K crores = 01 Upto 20K crores = 02 Upto 30K crores = 03 Upto 40K crores = 04 > 40K crores = 05	05
3	Experience of Organising / Global Investors Meet / Summit / Conclave as Knowledge partner/ PMU in different States/ Ministries of Govt	Work Order/Client Letter/ Job Completion certificate	01-03 Summits = 03 04-05 Summits = 04 More than 5 Summits = 05	05
4	Support to any organisation (Govt. or Pvt.) in Project Appraisals [Project with minimum value of INR 500 cr will only be considered]	Work Order/Client Letter/ Job Completion certificate	1-2 organisations = 01 3-4 organisations = 03 > 4 organisations = 05	05
5	Mandate of supporting the State Government in India as startup PMU with engagement duration of at least 6 months in the last 5 years	Work Order/Client Letter/ Job Completion certificate	Each engagement 1 Mark	05



S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
<b>B</b>	<b>Technical Presentation Evaluation (Must be given by the Project Manager proposed for the assignment)</b>			<b>45</b>
1	Understanding Bihar			2
2	Understanding of Objectives and examples from similar activities other states / countries.			3
3	Strategic Thinking			5
4	Credentials			2
5	Developers & Investors Engagement Models			8
6	Indian & International Trade Organisations Engagement Models			8
7	Investment Monitoring and Management			6
8	Institutional Strengthening and Capacity Building			4
9	Investment Grounding Methodology			4
10	Appreciation of the Pitch – by evaluation committee			3

S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
<b>C</b>	<b>Team Experience</b>			<b>30</b>
	<b>Resident Program Manager</b>			
1	<ul style="list-style-type: none"> <li>Experience of working on at least one multi-sector Investment Promotion Project with any state that is ranked among Top 10 as per DIPP/World Bank Rankings – <b>4 Marks</b></li> <li>Experience of working in start-up promotion &amp; entrepreneurship – <b>2 Marks</b></li> <li>Experience in organizing multi-sectorial Investment Summits/Road shows/ B2G meetings – <b>2 Mark</b></li> <li>Experience in Project Appraisals (minimum 200 crs) – <b>1 Mark per assignment (Max 3 Marks)</b></li> <li>Experience of managing teams (minimum 06 consultants) – <b>2 Marks</b></li> <li>International Experience of working with Government agencies/ multilateral/ bilateral agencies – <b>2 Marks</b></li> </ul>			15
	<b>Investment Promotion &amp; Investor Facilitation Team Lead</b>			
2	<ul style="list-style-type: none"> <li>Experience of working on assignments related to Investment Promotion, Policy Formulation, Private Sector Development, EoDB etc. – <b>2 Marks per assignment (Max 4 Marks)</b>.</li> <li>Experience in organizing multi-sectorial Investment Summits/Road shows/ B2G meetings – <b>1 Mark</b></li> <li>Experience of managing teams (minimum 3 consultants) – <b>1 Mark</b></li> <li>Experience of working with Government agencies/ on Government projects – <b>1 Mark per year of engagement (Max 2 Marks)</b></li> </ul>			08
	<b>Start-up promotion Team Lead</b>			
3	<ul style="list-style-type: none"> <li>Should have worked on at-least 1 start-up promotion project – <b>3 Marls</b></li> <li>Experience of organizing at-least one start-up promotion event – <b>2 Mark</b></li> <li>Experience of working with Government agencies/ on Government projects (minimum duration 6 months) – <b>1 Mark</b></li> <li>Experience of managing teams (minimum 2 consultants) – <b>1 Mark</b></li> </ul>			07
<b>Total Score</b>				<b>100</b>

S. No.	Criteria	Documentary Evidence	Marks	Max. Marks
<b>Cut Off (to open the financial bid)</b>				<b>70</b>

**Financial Proposal of only those bidders will be opened who secure 70 marks as per the above evaluation criteria.**

## 7.21 Submission, Receipt and Opening of Proposals

- 7.21.1 BSEDC will open all bids (only Technical Bids at the first instance) through the e-Tendering website, in the presence of Bidders or his representatives who choose to attend.
- 7.21.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- 7.21.3 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as BSEDC, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- 7.21.4 Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

## 7.22 Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids on the following basis, namely:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

## 7.23 Right to Accept or Reject Proposal

BSEDC reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby

incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 7.24 Bid Selection Method

The selection method is **Quality cum Cost Based Selection (QCBS)**.

Technical Bid Score will get a weightage of 70% (denoted by ST) and Financial Bid Score a weightage of 30% (denoted by SF).

The process of selection of successful bidder for the purpose of award of contract shall be as follows:

##### A. Calculation of Technical Score (ST)

T = Technical Marks Obtain by the Individual Bidder

TH = Highest Technical Marks Obtain by Bidder

ST = Technical Score obtain by the Individual Bidder

##### Calculation of Technical Score (ST)

$$ST = 100 \times (T/TH) \quad \text{(rounded off to 2 decimal places)}$$

##### B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder<sup>[SEP]</sup>

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial Score obtain by the Individual Bidder<sup>[SEP]</sup>

##### Calculation of Financial Score (SF)<sup>[SEP]</sup>

$$SF = 100 \times (FL/F) \quad \text{(rounded off to 2 decimal places).}$$

##### C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 70% weightage to the Technical Score (ST) and 30% weightage to Financial Score (SF) using the formula given below:

$$S = (ST \times 0.7) + (SF \times 0.3) \quad \text{(rounded off to 2 decimal places)}$$

Bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

#### 7.25 Disqualification

BSED/C/DIT, BIHAR may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- Submitted the Proposal documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

- c) Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d) Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by the Government of Bihar for corrupt and fraudulent practices or blacklisted.
- g) Submitted a proposal with price adjustment / variation provision.

#### 7.26 Acknowledgement by Applicant

It shall be deemed that by submitting the bids, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from DIT Bihar/ BSEDC;
- accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the department;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof. [1]  
[SEP]

## 8. General Terms and Conditions

### 8.1 Application

These general conditions shall apply to the extent that 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 the BSEDC/ DIT, Bihar/ GoB shall be final and binding on the firm/ company.

### 8.2 Applicable Law

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

### 8.3 Relationship Between Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the BSEDC and 'the firm/company'. The firm/company subject to this contract for selection has complete charge of personnel, performing the services under the Project executed by BSEDC from time to time. The IT Professional(s) provided by firm/company shall be fully responsible for the services performed by them or on their behalf hereunder. BSEDC will allocate work/assignment to the IT Professional(s) provided by firm/company.

### 8.4 Statutory Requirement

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment there of governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DIT Bihar / BSEDC indemnified in this regard.

### 8.5 Indemnity

The Selected Bidder shall indemnify DIT Bihar/ BSEDC from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a) Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.
- c) The maximum indemnity by the Consultant or DIT Bihar/ BSEDC shall be to the extent of 100% of Contract value in favour of BSEDC / DIT Bihar. <sup>(1)</sup><sub>SEP</sub>

### 8.6 Right of Monitoring, Inspection and Periodic Audit

BSEDC/ DIT Bihar reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. DIT Bihar/ BSEDC may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. DIT Bihar/ BSEDC shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by DIT Bihar/ BSEDC and the Selected Bidder undertakes to cooperate with and provide to the DIT Bihar/ any other Consultant/ Agency appointed by DIT Bihar, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the DIT Bihar/ BSEDC may, without prejudice to any other rights that it may have, issue a notice of default.

### 8.7 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the GoB, out of premises, without prior written permission from the DIT Bihar.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by DIT Bihar / BSEDC, whichever is earliest, return any and all information provided to the Selected Bidder by DIT Bihar/ BSEDC, including any copies or reproductions, both hardcopy and electronic.

### 8.8 Standards of Performance

The IT Professional(s) provided by selected firm/ company shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The IT Professional(s) provided by selected firm/ company shall always act in respect of any matter relating to this contract as faithful advisor to BSEDC/DIT, Bihar. The firm/company shall abide by all the Provisions/ Acts/ Rules etc. of information Technology prevalent in the country. The firm/ company shall conform to the standards laid down in RFP in totality.

### 8.9 Firm/company Personnel

The firm/company shall employ and provide such qualified and experienced personnel as may be required to perform the services as specified under the Scope of Work of this RFP. There are specialized domains mentioned under the Manpower Specification and it is desirable from the firm/company to deploy the personnel, who have adequate experience in the domain related with the project.

### 8.10 Documents/Knowledge Transfer

All the documents prepared and updated time-to-time by the firm/company under this contract shall be the exclusive property of DIT Bihar/ BSEDC and will be handed over to the DIT Bihar/ BSEDC at the time of completion/ termination of the contract.

The Selected Agency shall obtain the sign-off from DIT BIHAR or its nominee for all the documents submitted for this Project and shall make necessary changes as recommended by DIT BIHAR before submitting the final version of the documents.

The Selected Agency shall maintain logs of the internal review of all the deliverables submitted to the DIT BIHAR or its assignee(s). The logs shall be submitted to DIT BIHAR or the designated agency on request.

### 8.11 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### 8.12 Intellectual Property Rights (IPR)

The IPR in respect of all the processes, software, applications and components, developed in pursuance of this Project, shall vest with DIT, Bihar, immediately on their creation. Following conditions apply:

- Ownership and Title: Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of DIT Bihar.
- All the deliverables submitted by firm/company under the contract will be the exclusive property of DIT Bihar.

### 8.13 Copyright

The full copyright of all creative and publicity material produced would rest with DIT Bihar for all time use. This would include full copyright of images used in the creative and publicity material.

### 8.14 Assignments

The firm/company shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without prior written consent of DIT, BIHAR-GoB.

### 8.15 Award of Contract

- a) On acceptance of Proposal for awarding the contract, the BSEDC will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract Agreement, no variation in or

modification of the term of the Contract shall be made except by written amendment signed by the parties.

- b) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a **Letter of Intent (LoI)** may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.

#### 8.16 Monitoring of Contract

- a) An officer or an agency or a committee of officers named **Contract Monitoring Committee (CMC)** may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

#### 8.17 Bank Guarantee

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Purchase order for the duration of warranty of any of Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Bihar or Co-Operative Bank of Bihar (operating in India having branch at Bihar/ Patna)
- 3) The Performance security shall be payable to the BSEDC as compensation for any loss resulting from the SI's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by BSEDC and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. BSEDC/ DIT, Bihar may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidders.

#### 8.18 Execution of Agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.



- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased anywhere in Bihar only.

### 8.19 Fraud and Corruption

BSEDC/DIT requires that firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, BSEDC/DIT, BIHAR defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of BSEDC/ DIT Bihar or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to BSEDC/ DIT Bihar, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive BSEDC/ DIT Bihar of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the BSEDC/ DIT Bihar in Section 4.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by BSEDC/ DIT Bihar to having been and engaged in corrupt, fraudulent of unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

### 8.20 Plagiarism

The selected agency will at no time resort to plagiarism. BSEDC/ DIT Bihar will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

### 8.21 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders 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. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

### 8.22 Deliverables

The selected bidder's firm/company should have to submit deliverables in hard/ soft copy (including editable soft copy); as desired by the DIT, Bihar/ BSEDC.

### 8.23 Termination

Under this Contract, BSEDC may by written notice terminate the contract agreement entered with the firm/company in the following ways:

- a) Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b) Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of one month.
- c) Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the firm/company. Upon termination of the contract, payment shall be made to the firm/company for:

- i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- ii. Any expenditure actually and reasonably incurred prior to the effective date of termination

**No consequential damages shall be payable to the firm/company in the event of such termination.**

### 8.24 Force Majeure

Notwithstanding anything contained in the RFP, the firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause “Force Majeure” means an event beyond the control of the consulting firm/company and not involving the consulting firm/company’s fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the DIT Bihar regarding Force Majeure shall be final and binding on the firm/company.

If a Force Majeure situation arises, the firm/company shall promptly notify to the DIT, BIHAR in writing, of such conditions and the cause thereof. Unless otherwise directed by the DIT, BIHAR in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 8.25 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

### 8.25.1 Amicable Settlement

Performance of the Contract is governed by the terms the conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause shall become applicable.

### 8.25.2 Resolution of Disputes

State and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after fifteen (15) days from the commencement of such informal negotiations, State and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by the Development Commissioner, GoB.

All negotiations, statements and/or documentation pursuant to these disputed matter shall be without prejudice and confidential (unless mutually agreed otherwise).

The time and resources costs of complying with its obligations under this Governance Schedule shall be borne by respective parties.

All Arbitration proceedings shall be held at Patna, Bihar State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

### 8.26 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Patna, Bihar courts situated in Bihar only.

### 8.27 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

### 8.28 Limitation of Liability

The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to two times of the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or willful misconduct in performance of the services hereunder.

### 8.29 Validity of Contract

The validity of the contract is for "the Term" of the contract and shall be extended for further period of one year at the same terms and conditions.

### 8.30 Others

- The Bidder will need to coordinate and approach various agencies working under Industries Dept., Govt. of Bihar; DIT, Govt. of Bihar and likes during course of providing the solution.
- The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guideline issued by DIT Bihar.
- DIT Bihar / BSEDC shall provide office space to the operational onsite resources of selected agency in its own premise during project period. All other expenses related to transportation, consumables, stationary, telephone, food, snacks, etc. in case required, has to be completely borne by the Successful Bidder as part of Contract Agreement.
- Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to DIT, Bihar/ BSEDC
- The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time).

## 9. Payment Schedule

### 9.1 Payment Terms

The payment schedule linked with the deliverables for this assignment is as follows:

1	<p><b>O&amp;M charges will be paid in the form of Quarterly Guaranteed Revenue (QGR) after successful completion of the respective quarters on submission of Invoice along with the requisite reports by the Successful bidder</b></p>	<p><b>12.5% of project cost to be paid quarterly in QGR mode for each of the 8 quarters.</b></p>
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### 9.2 Work Outside Patna

All travel expense outside Patna for official purpose with the permission of competent authority shall be paid directly or reimbursed by DIT Bihar/ BSEDC, in such cases where arrangements are not being made by DIT Bihar/ BSEDC:

Reimbursement (max limit) will be as per below matrix.

Travel	The actual travel fare by III Class AC in train or any other mode not exceeding the fare by III AC in train will be paid to the personnel. The journey by Flight in economy class will be allowed with pre-sanction in writing by the department for which the personnel shall furnish a request in writing duly mentioning the need for such air travel and the decision of the department shall be final.
Hotel	Category A cities- INR 3500/- per day Category B cities- INR 3000/- per day Category C cities- INR 2500/- per day
Food	The expense for the food has to be borne by the personnel only.

Category A	Mumbai, Delhi/NCT, Chennai, Kolkata, Bengaluru, Hyderabad, Ahmedabad, Pune
Category B	Other State Capitals & Major Cities – Nagpur, Baroda, Kanpur, Cochin, Ludhiana, Indore, Ajmer, Agra, Vishakhapatnam, Allahabad, Vijayawada, Mysore
Category C	All other locations

**All expenses are inclusive of applicable taxes.**

In case of travel by train/ taxi/ bus, the claim will be restricted to actual expenditure incurred for official work purpose only, subject to production of bills.

- a) To claim reimbursement, onsite resources needs to submit the Travel Expense Claim to BSEDC/ DIT Bihar along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority **within four weeks** from the date of return from the trip.
- b) Submission of hotel bills is mandatory with the Travel Expense Claim.
- c) For local travel during official visit within Patna, Consultants will make their own arrangements. There will be no reimbursements for travel within Patna.
- d) Team members should have their own laptops, data cards and other peripherals including mobile phone during travel.

## 10. Penalty Clauses

### 10.1.1 Penalty during various phases of the project:

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Deployment of Resources	Successful Deployment of All Resources	T+ 07 days	After T+07 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 3% of the QGR Value. Delay beyond Three (03) weeks would lead to termination of contract.
Annual Investment Strategy	Successful submission of the strategy document as per scope of work	T + 15 days T + 1year + 15 days	After T+15 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Annual Business Plan	Successful submission of the plan document as per scope of work	T + 21 days T + 1 year + 21 days	After T+21 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 5% of the QGR Value. Delay beyond Five (05) weeks would lead to termination of contract.
Future Strategy Report	Successful submission of the strategy document as per scope of work	T + 60 days	After T+60 days, a penalty of 1% of QGR value per week and part thereof up to the maximum value of 3% of the QGR Value. Delay beyond Five (03) weeks would lead to termination of contract.
Meetings Proceedings	Proceeding document	Within 2 days of the meeting.	After 2 days additional buffer day will be provided. Thereafter, a penalty of 0.25% of QGR value per day of delay.
Progress Reports	Monthly Progress Reports	By 5 <sup>th</sup> of each succeeding month	After 5 <sup>th</sup> of succeeding month, a penalty of 0.50% of QGR value per 3 days and part thereof up to the maximum value of 2.5% of the QGR Value. Delay beyond 15 days would lead to termination of contract.
Progress Reports	Quarterly Progress Reports	Within 15 days of each succeeding quarter (1st draft for DIT Bihar approval 2 weeks prior to End of each Quarter)	After 15 <sup>th</sup> of succeeding month of quarter, a penalty of 0.50% of QGR value per week and part thereof up to the maximum value of 2.0% of the QGR Value. Delay beyond 04 weeks would lead to termination of contract.
Progress Reports	Yearly Progress Report	Within 15 days of succeeding year (1st Draft to be submitted 1 month prior for DIT Bihar approval).	After 15 <sup>th</sup> of succeeding month of year, a penalty of 1.0% of QGR value per week and part thereof up to the maximum value of 4.0% of the QGR Value. Delay beyond 04 weeks would lead to termination of contract.
Project	Derived	As per agreed	After 3 days of agreed timeline, a penalty of

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Deliverables	Deliverables from the Strategy & Plan Documents	timelines as defined from time to time.	0.5% of QGR value per 3 days and part thereof up to the maximum value of 2.5% of the QGR Value.
Project Deliverables	Other deliverables (as per DIT Bihar's requirements)	As per agreed timelines as defined from time to time.	After 3 days of agreed timeline, a penalty of 0.25% of QGR value per 3 days and part thereof up to the maximum value of 2.5% of the QGR Value.

**T = Issue of Lol**

### Important Notes:

- These SLAs shall be strictly imposed and a third party audit/evaluation agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the tables above.
- All penalties shall be calculated on a quarterly basis unless stated otherwise. If the delays are on the part of the State, then that span of time will be excluded for the purpose of calculation of penalty.
- Cumulative penalty calculation and relative total deduction should not exceed 20% of the Total QGR value.
- Cumulative penalty calculation and relative total deduction of three consecutive QGRs, each exceeding or equal to 20% of the QGR value on account of any reason/reasons will be deemed to be an event of default or termination.

#### 10.1.2 Other Penalties:

- Replacement of resources shall generally not be allowed. The replacement of resource by the bidder shall be allowed only in the case, where the currently deployed resource(s) leaves the organization by submitting his/her resignation. In such cases bidder needs to take prior approval from the DIT, Bihar/ BSEDC before providing replacement.
- The replaced resource will be accepted by the DIT Bihar/ BSEDC only if he/she meets the minimum qualification and experience criterion as mentioned in this RFP and is found suitable to their satisfaction. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the DIT Bihar/ BSEDC.
- In case of failure to meet the requirement of the client (which includes efficiency, cooperation, discipline and performance) DIT Bihar/ BSEDC may ask bidder to replace the resource.
- Bidder is not allowed to replace the resources whose profile has been submitted at the time of bidding process along the bid documents, with in the First one year of the contract from the date of signing of the contract. Further in un-avoidable circumstances where bidder is not able to retain the resource quoted in the bid, then the DIT Bihar/ BSEDC reserves the right to impose the penalty as mentioned below:

- a) **Within First 6 Months:** - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability.
  - b) **From 6 months to 1 Year:** - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability.
  - c) A penalty of INR 2,00,000 (Two Lakh) per resource will be levied if a resource that has not resigned and is removed/shifted from the project by the bidder.
- A resource is allowed leaves as defined in the RFP. Any additional leaves taken (calculated per resource), penalty will be imposed as follows:  
For **each additional day leave taken** beyond those allowed as per RFP – **3 days of that resource cost as per the quoted rate** will be deducted. DIT Bihar / BSEDC will have the right to request selected agency to replace the resource immediately.



## 11. Exit Management

### 11.1 Purpose

- a) This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties shall ensure that their respective associated entities, in case of BSEDC/ DIT, Bihar, any third party appointed by the DIT Bihar and in case of the Selected Agency, carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Master Service Agreement with detailed information about exit criteria and exit management plan.
- b) The exit management period starts, in case of expiry of contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Selected Agency. The exit management period ends on the date agreed upon by BSEDC.
- c) The Selected Agency shall pay all transfer costs and stamp duty if any applicable on transfer of project assets except in case the Project is being terminated due to default of BSEDC, where BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable due to transfer of the project assets, if any. At the beginning of the exit management period, the Selected Agency shall ensure that:
  1. All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;
  2. The Selected Agency delivers relevant records and reports pertaining to the scope and deliverables of the project including but not limited to reports, concepts notes, strategy documents and plan documents including all manuals pertaining thereto and complete as on the Divestment Date;
  3. On request by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, the selected agency shall effect such assignments or service provision agreement between selected agency and any third party, in favor of BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar if it is required by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar and is reasonably necessary for the continuation of services by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar;
  4. The selected agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the assignment under this RFP free from all encumbrances absolutely and free of any charge or tax to BSEDC/ DIT Bihar or its nominee

## 11.2 Cooperation and Provision of Information

### a) During the Exit Management Period:

- I. The selected agency will allow BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar to assess the existing services being delivered;
- II. Promptly on reasonable request by BSEDC/ DIT Bihar or any third party appointed by BSEDC/ DIT Bihar, the selected agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with the “Contract”, the Project Plan, SLA and Scope of Work, relating to any material aspect of the services. BSEDC/ DIT Bihar or any third party appointed shall be entitled to copy (including editable soft copies) all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected agency shall permit BSEDC/ DIT Bihar or any third party appointed to have reasonable access to its employees/ facility as reasonably required by BSEDC/ DIT Bihar or any third party appointed to understand the methods of delivery of the services employed by the selected agency and to assist appropriate knowledge transfer.

## 12. Annexure: Forms and Template for Bid Response

### 12.1 Technical Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP
3. Form – 3: General Information about the bidder
4. Form – 4: Bidder's Annual Turnover and Net-worth Certificate
5. Form – 5: Bidder's Relevant Experience
6. Form – 6: Particulars of key professionals
7. Form – 7: CV's of key professionals
8. Form – 8: Approach, Work plan and Methodology
9. Form –9: Power of Attorney for authorised signatory
10. Form – 10: Undertaking on Being Not Black-Listed
11. Form – 11: Undertaking on office premises
12. Form – 12: Bank Guarantee for EMD

### 12.2 Financial Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Financial Bid

## TECHNICAL PROPOSAL FORMS

### Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
Beltron Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Sub:** Request for Proposal (RFP) for “Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar”.

We hereby propose to provide solution provider services for “Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar” as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to Department of Information Technology, failing which the Earnest Money deposit may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with GoB, for a period of maximum three years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
Beltron Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Subject:** Request for Proposal (RFP) “**Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar**”.

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No. ....] Regarding “**Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar**”.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 3: General Information about bidders

Requirements in Technical Bid	
Name of the Company / Firm	
Date of Incorporation (Registration Number & Registering DIT) VAT No., CST No., PAN No.	
<b>Legal Status of the Company in India &amp; Nature of Business in India:</b> <i>Public Ltd Company / Private / Partnership firm</i>	
Address of the Registered Office in India	
Date of Commencement of Business	
Address of the office in Bihar (if any)	
<b>Details of the Contact Person:</b> Name: E-mail id: Phone number Fax number	
Web-Site	

Note: Please provide incorporation certificate, PAN Card and GST registration details

Form – 4: Bidder's Annual Turnover and Net-worth Certificate  
(On Applicant's Statutory Auditor's letterhead)

**TURNOVER CERTIFICATE**

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----  
-----and that the below mentioned calculations are true as per the Audited Financial  
Statements of M/s----- for the below mentioned years:

Sr. No	Financial Years	Annual Revenue
1	2016-17	
2	2017-18	
3	2018-19	

**Note: -**

*Please attach Audited Annual Financial Statements for all the corresponding years*

## Net Worth Certificate

(On Applicant's Statutory Auditor's letterhead)

### NET WORTH CERTIFICATE

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----and that the below mentioned calculations are true as per the Audited Financial Statements of M/s-----for the below mentioned years:

S.No.	Items	2016-2017	2017-2018	2018-2019
1	<b>Paid up Share Capital (A)</b>			
2	<b>Add: Free Reserves S (B)</b>			
3	<b>Less: Deferred Payment if any (C)</b>			
4	Amount of probable impact on reserves due to audit qualification (D)			
5	<b>Net Worth (F) =(A)+(B)-(C)-(D)</b>			

Place:

Bidder's signature and seal.

Date:

Name of the Firm:

**Note:** Please attach audited Balance Sheets and IT returns statements to confirming the figures mentioned in columns (2).



### Form – 5: Bidder’s Relevant Experience Certificate

Please provide information as per the criteria set so as to facilitate fair evaluation:

<b>Assignment Name:</b>		<b>Country:</b>
<b>Location within Country:</b>		<b>Professional Staff Provided by your Firm / entity (profiles):</b>
<b>Name of Client:</b>		<b>No. Of Staff:</b>
<b>Address &amp; Contact Number:</b>		<b>No. Of Staff-Months: Duration of assignment:</b>
<b>Start Date (Month/Year):</b>	<b>Completion Date (Month/Year):</b>	<b>Approx. Value of Services (in Rupees):</b>
<b>Name of Associated firm (s) if any:</b>		<b>No. Of Months of Professional Staff provided by Associated firm (s):</b>
<b>Name of senior staff (Project Director / Coordinator, Team Leader) involved and functions performed:</b>		
<b>Narrative description of Project:</b>		
<b>Description of Actual Services provided by your staff:</b>		

Note: Kindly attach work order / work completion certificate

### Form – 6: Particulars of key professionals

Sr.No	Name	Educational Qualification	Length of Professional Experience	Present Employment (Name of the Employer & Employed Since)	Number of Eligible Assignments

Form – 7: CV's of key professionals

1	Proposed Position:				
2	Name of Firm:				
3	Name of Staff:				
4	DOB:				
5	Nationality:				
6	Education:				
7	Membership of Professional Associations:				
8	Other Training:				
9	Country of Work Experience:				
10	Language				
11	Detailed Task assigned:				
12	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned				
Year	Location	Employer	Main project feature	Position held	Activities performed

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

## Form – 8: Approach, Work Plan and Methodology

The descriptive part of submission under this will be detailed precisely under the following topics.

### **A. Understanding of TOR [not more than Two pages]**

The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR. Also the applicant will cite other assignments and campaigns with similar objectives and highlight the key takeaways and learnings relevant to this assignment.

### **B. Proposed Approach [not more than Two pages]**

### **C. Methodology and Work Plan [not more than two pages]**

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

Form – 9: Power of Attorney for signing authorities  
(On Rs. 100/- court stamp paper)

Know all men by these presents, we, -  
..... (Name of Firm and address of the office) do hereby constitute, nominate, appoint and registered.

Authorize

Mr./MS..... Son/daughter/wife and presently residing at .....Who is presently employed with/ retained by us and holding the position of .....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection to work as Request for Proposal (RFP) for “**Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar**”, including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the BSEDC/ DIT Bihar, representing us in all matters before BSEDC/ DIT Bihar, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the DIT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the BSEDC/ DIT Bihar.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF ....., 2019

For.....

(Signature, name, designation and address)

Witnesses:

1

2

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Form – 10: Undertaking on being not black listed

(On Rs. 100 court stamp paper)

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of Bihar or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work as on the XX/XX/2019.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

## Form – 11: Undertaking on office premises

### (On Bidder's Letter head)

This is to certify that << **COMPANY NAME** >> is not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date:

Place:

## Form – 12: Bank Guarantee for Earnest Money Deposit

To,  
<Name>  
<Designation>  
<Address>  
<Phone Nos.>  
    <Fax Nos.>  
    <Email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #

<<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Bihar State Electronics Development Corporation (BSEDC)

Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Bihar State Electronics Development Corporation (BSEDC) (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
  - (a) Withdraws his participation from the bid during the period of validity of bid document; or
  - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is 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:

## FINANCIAL PROPOSAL

Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,

The Managing Director,  
Bihar State Electronics Development Corporation Ltd. (BSEDC)  
Beltron Bhawan, Shastri Nagar  
Patna - 800023  
Bihar India.

**Sub:** Request for Proposal (RFP) for “**Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar**”.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the “**Selection of an Agency for Providing PMU Support in setting up Investment Promotion and Facilitation Cell for IT, ITeS and ESDM sector in Department of Information Technology, Government of Bihar**”

I/We agree that this offer shall remain valid for a period of 180 days (One Hundred and Eighty Days) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:



Form – 2: Financial Bid

S.No.	Manpower Proposed	No. of Resources	No. of Months	Monthly Rate (INR) excluding taxes	Total for project period
	A	B	C	D	E = B x C x D
1					
2					
Total Manpower Cost (Excluding taxes)					
Tax Amount (tax rate @ xx%)					
Total Manpower Cost (Including taxes)					
	Amount in Words				

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Note:

1. The deployment of resources will be as per requirement under the assignment.
2. The agency may deploy additional resources to complete the tasks under the assignment within the given time frame. However, no additional payment would be made for the deployment of additional resources.