

# REQUEST FOR PROPOSAL

Selection of Agency for Design, Development,  
Implementation, Operation & Maintenance of  
Web based RTI Application and Call Centre  
(JAANKARI)

NIT No.:- BSEDC/6152/18 dt:- 07/09/18

**Published By**



**Bihar State Electronics Development Corporation Limited**

(A Government of Bihar Undertaking)

Beltron Bhawan, Shastri Nagar,

Patna – 800 023

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Web Site: [www.beltron.in/www.bsedc.bihar.gov.in](http://www.beltron.in/www.bsedc.bihar.gov.in)

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

## Disclaimer

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of any of their representatives, employees or advisors (collectively referred to as –BSEDC Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document. This RFP Document is not an agreement and is not an offer or invitation by the BSEDC Representative(s) to any party other than the entities, who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the BSEDC Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP Document and wherever necessary, obtain independent advice from appropriate sources.

The BSEDC Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP Document. The BSEDC Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

It is advised through this tender that misrepresentation of facts shall be dealt with seriously, and may lead to barring of the bidder from all BSEDC tender for a period of 3 (three) years. Bidders are requested to share information which is true and based on some tangible proofs.

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## TENDER SCHEDULE

Tender Notice Date	11 <sup>th</sup> September 2018 3:00 PM
Sale of Bid document – Start Date	11 <sup>th</sup> September 2018 11:00 AM
Sale of Bid Document- End Date	8 <sup>th</sup> October 2018 1:00 PM
Pre- Bid Conference	17 <sup>th</sup> September 2018 11 :00 AM
Last Date & Time of Submission of Bid Document	8 <sup>th</sup> October 2018 3:00 PM
Date & Time of Technical Bid Opening	8 <sup>th</sup> October 2018 4:00 PM
Date & Time of Technical Presentation	12 <sup>th</sup> September 2018 11:00 AM
Date & Time of Financial Bid Opening	To be communicated

## TENDER INFORMATION

Cost of Tender Document	INR 10,000/-
EMD	INR 3,00,000/-
Performance security	10% of discovered rate



**Bihar State Electronics Development Corporation Ltd.**

(A Government of Bihar Undertaking)

Beltron Bhawan, Shastri Nagar, Patna 800 023

Telephone No. 0612-2281857, 2281856,

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Web Site: [www.beltron.in](http://www.beltron.in)

**e-Tender Notice**

**Tender for Selection of Agency for Design, Development, Implementation, Operation & Maintenance of Web based RTI Application and Call Centre (JAANKARI)**

e- Tenders are invited from Software Development Companies registered under Companies Act 1956, by Bihar State Electronics Development Corporation Ltd., for Selection of Agency for Design, Development, Implementation, Operation & Maintenance of Web based RTI Application and Call Centre (JAANKARI).

The details of the tender document are available on the website: [www.beltron.in](http://www.beltron.in) & [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). The Last date for submission of e-Tender: 8<sup>th</sup> October at 3:00 PM. Pre-Bid Meeting shall be held on 17<sup>th</sup> September at 11:00 PM. The submission of tender will only be allowed after amendments if any, as a result of Pre-Bid meeting.

**Managing Director**

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## 1 Fact Sheet

Sl #	Particular	Details
1	Name of the Client (RFP Inviting Authority)	Managing Director, Bihar State Electronic Development Corporation
2	Method of Selection	QCBS
4	Last date for receiving the pre-bid queries via email.	13 <sup>th</sup> September 2018 4:00 PM
5	Pre-bid meeting at BSEDC Office, Patna	17 <sup>th</sup> September 2018 11:00 AM
6	Last date and time for receipt of proposals	08 <sup>th</sup> October 2018 3:00 PM
7	Date and time of opening Technical Proposal	08 <sup>th</sup> October 2018 4:00 PM
8	Date and time of Technical Presentation	12 <sup>th</sup> September 2018 11:00 AM
9	Date and Time of Opening of Financial Proposal	To be communicated
10	Cost of RFP Document	INR 10,000/-
11	Earnest Money Deposit (EMD)	INR 3,00,000/-
12	Name of the Contact Officer	Name: Sanjivani Designation: Manager (P.M.U.) Email: sanjivani.bsedc@gmail.com
13	Address for Submission of Proposal	Bihar State Electronic Development Corporation, BELTRON Bhawan, Patna :800001

Note: This document is not transferable.

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

## 2 Project Background

"Right to information" means the right to information accessible under this Act which is held by or under the control of any public authority and includes the right to:

- ✓ Inspection of work, documents, records;
- ✓ Taking notes, extracts or certified copies of documents or records;
- ✓ Taking certified samples of material;
- ✓ Obtaining information in the form of diskettes, floppies, tapes, video cassettes or in any other electronic mode or through printouts where such information is stored in a computer or in any other device.

The Right to Information Act, 2005 gives Indian citizens a powerful tool to obtain information from the Government as a matter of right. The Act is very comprehensive and covers virtually all matters of governance. It has the widest possible reach, being applicable to Government at all levels – Union, State and Local – as well as recipients of government grants. The Act empowers citizens to inspect work and documents and to seek certified photocopies of records from the Government that are held by the public authorities. A citizen who desires to obtain information from a public



authority is required to send, along with the application, a demand draft, banker's cheque, Indian Postal Order or pay in person the RTI fee of Rs 10.

## **2.1 About JAANKAARI Call Centre**

The Bihar State Electronics Development Corporations Ltd (BSEDC) is a Government of Bihar Undertaking. BSEDC Ltd., (Beltron) is a nodal agency of Government of Bihar to implement eGovernance projects in the state.

Govt. of Bihar through BSEDC took an initiative to facilitate filing of RTI application by the public. This was in the form of phone in service through a call Centre known as Jaankari Call Centre. It is a user friendly ICT based facilitation Centre to help citizens of Bihar in getting governance related information from public information officers (PIOs) under the Right to Information Act, 2005 (RTI) within stipulated time frame. This facility helps people to file RTI applications and make necessary payment through a BSNL premium rate phone call. The Call Centre creates desired RTI applications based on conversation with the applicant. The conversation is recorded for evidence and generated RTI application is forwarded to the Dept./PIO.

The JAANKARI call center started functioning from February 2007 and has been running successfully. This initiative was considered unique and innovative use of ICT and was awarded as best public service delivery using ICT project by DoPT, Govt. of India in the year 2009.

The Jaankari phone based arrangement of late has been rendered less effective due to reduction of land line numbers of BSNL and the fact that mobile users are not able to access it. Therefore, it is intended to re-engineer the existing RTI application web portal with better interactivity features, tracking facility and enhanced look and feel.

Objective of this assignment is to strengthen the functioning of Jaankari arrangement and to bring following valuable changes in the process of filing a RTI:

- Increase transparency and accountability
- Updating and tracking RTI details through system dashboard
- Remove redundancies and increase efficiencies and overall effectiveness
- Increase visibility of operations that enables informed decision making
- Help various stakeholders in better reporting
- Standardize and streamline current processes to increase efficiency and pace

### 3 Instruction to Bidders

#### 3.1 Invitation to Bid

The Managing Director, BSEDC invite bids for **Selection of Agency for Design, Development, Implementation, Operation & Maintenance of Web based RTI Application and Call Centre (JAANKARI)**. The response to this RFP should reach the undersigned only up to <<Date & Time>>. The RFP document can be downloaded from the website [www.beltron.in](http://www.beltron.in) / [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). Bidders have to register themselves on e-Procurement portal with valid DSC. The e-bid formats have to be downloaded from e-Procurement Portal and the tender document fee has to be paid online. The bid document should accompany the EMD in favour of Managing Director, BSEDC failing which the bid would be deemed invalid. The bidders will need to upload their comprehensive bids Technical and Financial Bids on e-Procurement Portal before due date and time. **Bid submission through email/fax is not accepted.** The details of scope of work, technical requirements and formats for submission of Technical and Financial Bids are given in the subsequent sections.

#### 3.2 Pre-Bid Meeting & Clarifications

##### 3.2.1 Pre-bid Conference

- (a) Managing Director, BSEDC, will hold a pre-bid meeting with the prospective bidders on <<Date & Time>>at <<Venue>>.
- (b) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to<<Nodal Officer's Name, Email>>on or before <<Date & Time>>.
- (c) The queries should necessarily be submitted in the following format:

Name, Designation, Contact Number & Email Address of the Bidder Representative			
Sl#	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

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

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

- (a) The nodal officer notified by the Managing Director, BSEDC shall endeavour to provide timely response to all queries. However, Managing Director, BSEDC makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does

Managing Director, BSEDC undertake to answer all the queries that have been posed by the bidders.

- (b) At any time prior to the last date for receipt of bids, Managing Director, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by a corrigendum.
- (c) The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website [www.beltron.in](http://www.beltron.in) and emailed to all participants of the pre-bid conference.
- (d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- (e) In order to provide prospective bidders reasonable time for taking the corrigendum into account, Managing Director, BSEDC, at its discretion, may extend the last date for the receipt of proposals.

### **3.3 Cost of bidding**

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

### **3.4 Language of proposal**

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

### **3.5 Proposal Preparation**

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

- The bidder is expected to carefully examine all the instructions, guidelines, terms and condition and formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at bidder's own risk and may be liable for rejection.
- It is not allowed to modify, substitute, or withdraw the proposal after its submission.

### **3.6 Currency of Proposal and Payment**

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

### **3.7 RFP Document Fees**

Bidders may download the RFP document from the website [www.beltron.in](http://www.beltron.in) / [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) . Bidders are required to pay Rs. 10,000/- (Ten Thousand Only) as tender document fee online on e-Procurement portal.

### **3.8 Proposal Validity**

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

### **3.9 Consortium & Subcontracting**

Consortium arrangement is not allowed for this tender. Also, the successful bidder shall not subcontract the work in full or part.

### **3.10 Earnest Money Deposit (EMD)**

The bidder shall furnish, as part of the Pre-qualification of Proposal, an Earnest Money Deposit (EMD) amounting to Rs. 3,00,000/- (Three Lakhs Only)

The EMD shall be in Indian Rupees and in the form of **Bank Draft or Bank Guarantee valid for six months from the date of bid submission.**

In case EMD submitted in the form of **Bank Draft / Bank Guarantee**, the same should be in Indian Rupees and from any of the Nationalized / Scheduled bank in favour of Managing Director, BSEDC.

The EMD of unsuccessful bidder shall be refunded on request by the bidder after finalization of award of contract.

EMD of the successful bidder will be released after the bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG).

The EMD will be forfeited on account of one or more of the following reasons:

- Bidder withdraws its Proposal during the validity period.
- Bidder does not respond to requests for clarification of its Proposal.
- Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
- In case of a successful bidder, the said bidder fails to sign the Agreement in time; or furnish Performance Bank Guarantee.

### **3.11 Financial Bid**

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

### **3.12 Disqualification**

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

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

### **3.13 Deadline for Submission of Proposals**

Proposals must be uploaded on the e-Procurement Portal not later than the dates as mentioned in the “Fact Sheet”. The Managing Director, BSEDC may in exceptional circumstances and at its’ discretion, extend the deadline for submission of Proposals by issuing an addendum or by intimating all bidders who have purchased the RFP document. In this case, all rights and obligations of the Managing Director, BSEDC and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

### **3.14 Late Proposals**

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

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

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

### **3.16 Corrupt or Fraudulent Practice**

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

its outcome. "Fraudulent Practice" means a misrepresentation of facts in order to influence selection process to the detriment of the Managing Director, BSEDC.

### **3.17 Preparation of proposal**

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

## 4 Evaluation Criteria

### 4.1 Disqualification

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

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

### 4.2 Preliminary evaluation

The evaluation committee will first undertake a preliminary evaluation with reference to completeness of the proposals and whether the proposals are generally in order. During the evaluation, the committee may check the proposals with respect to tender cost, EMD, completeness etc. Proposals found to be non-responsive for any reason or not submitted as specified in this RFP will be rejected and not included for further evaluation.

### 4.3 Prequalification Criteria

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

Pre-Qualification Criteria		
Sl#	Criteria	Documents Required
a)	The bidder must be registered in India under the Companies Act, 1956 & Employee Provident Fund for last 10 years as on date of submission of bid.	- Certificate of Incorporation - EPF Registration Certificate - GST Registration Certificate
b)	The bidder must have an annual average turnover of Rs. 15 Crores from IT/ICT only (excluding Hardware & COTS) and positive net worth in the last three financial years i.e. FY 2014-15, 2015-16 & 2016-17.	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor

Pre-Qualification Criteria		
Sl#	Criteria	Documents Required
c)	The bidder must have valid CMMi Level 3 Certificate as on date of submission of this RFP.	Copy of valid CMMi & ISO Certificates
d)	The bidder must have experience of successfully implementing at least 2 e-Governance project for any Government Department / Government Agency / PSU in India during last 5 years as on date of submission of bid and value specified below. - 1 project not less than 3 Cr. <b>OR</b> - 2 projects not less than 2 Cr. Each	Copy of Work Order + Ongoing or Completion Certificate
e)	The bidder must have experience of successfully implementing at least 2 Integrated Grievance Management/ Call Handling/ Helpdesk Management projects (Application Development + Call Centre establishment & operation) for Government Department / Government Agency / PSU in India of minimum project value 50 lakhs.	Copy of Work Order + Ongoing or Completion Certificate
f)	The bidder should have experience in implementation of Mobile App project(s) for any Government Department / Government Agency / PSU in India during last 5 years as on 31/03/2018. Mobile Application development & maintenance cost must have minimum value of 10 Lacs.	Copy of Work Order + Ongoing or Completion Certificate
g)	The bidder should not have been blacklisted by any Government Department / Government Agency / PSU in India as on date of submission of bid	Self-declaration duly signed by authorized bid signatory
h)	Tender Fee of Rs. XXX/- and EMD of Rs. XXX/- in favor of XXX payable at Patna	Tender Fee in shape of Bank Draft & EMD in shape of Bank Draft or Bank Guarantee

#### 4.4 Technical Evaluation & Scoring Model

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical evaluation. The committee will examine and compare the technical aspect of the proposals on the basis of information provided by the bidder by taking into account the following scoring model. Bidders securing minimum 70% score shall only be eligible for commercial bid opening. Each bid will be assigned a technical score (ST)-

Technical Qualification Criteria			
Sl#	Criteria & basis of evaluation	Max. Mark	Documents Required
1	The bidder must have an annual average turnover of Rs. 15 Crores from IT/ICT only (excluding Hardware & COTS) and positive net worth in the last three financial years i.e. FY 2014-15, 2015-16 & 2016-17: ≥ 15 Crores & ≤ 20 Crores: 5 Marks > 20 Crores & ≤ 25 Crores: 8 Marks	10	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor



Technical Qualification Criteria			
SI#	Criteria & basis of evaluation	Max. Mark	Documents Required
	>25 Crores: 10 Marks		
2	The bidder must have valid minimum CMMi Level 3 Certificate and ISO 9001:2015 as on date of submission of this RFP - CMMi Level 5 - 10 Marks - CMMi Level 3 - 8 Marks	10	Copy of valid certificates
3	The bidder must have experience of successfully implementing at least 2 Integrated Grievance Management/ Call Handling/ Helpdesk Management projects (Application Development + Call Centre establishment & operation) for Government Department / Government Agency / PSU in India - 2 Projects: 10 Marks - 3 to 4 Projects: 20 Marks - 5 or more Projects: 30 Marks	30	Copy of Work Order + Ongoing or Completion Certificate
4	The bidder should have experience in implementation of at least 2 Mobile App project for any Government Department / Government Agency / PSU in India during last 5 years as on 31/03/2018. - 2 Projects: 5 Marks - 5 marks for each additional Project (Maximum of 3 additional Projects will be considered)	20	Copy of Work Order + Ongoing or Completion Certificate
5	Technical Presentation - Solution Fitment to BSEDC Requirements - Experience of Integrated Call centre establishment & operation - Approach & Methodology - Man power availability (Bihar local dialects language capabilities) - Training & Capacity Building - Handholding & Support	30	Technical Presentation

#### 4.5 Commercial Evaluation of Bids

The lowest Financial Quote (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$SF = 100 \times (FM/FX)$ , where FX is the Financial Quote of the bidder under evaluation

#### 4.6 Quality and Cost Based Selection

Proposals will finally be ranked according to their combined technical (ST), and financial (SF) scores as follows:

Combined Score (S) =  $ST \times 70\% + SF \times 30\%$

The Selected Bidder shall be the Bidder with the highest combined score (S). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-

ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP, as the case may be. These evaluation criteria will be weighted by BSEDC and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for BSEDC.

## **5 Terms of Reference**

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### **5.1 Overall Scope of work**

The overall scope of work of can be divided into the following heads:

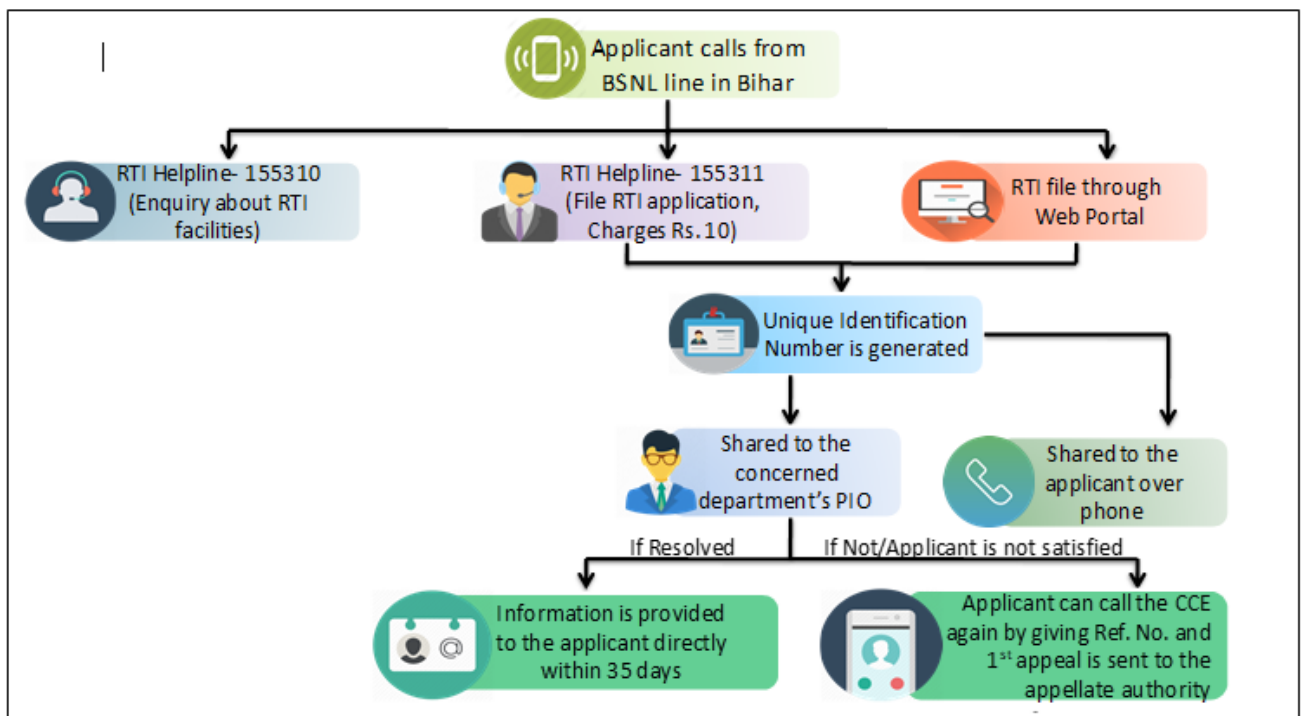
- ✓ System study & analysis
- ✓ Design & development of Web portal and Mobile app
- ✓ Integration with Jaankari call centre, payment gateway and SMS/eMail gateway
- ✓ Security audit through a Cert-In empanelled agency
- ✓ Training and capacity building
- ✓ Application maintenance and support for 3 years from date of Go-live
- ✓ Establishment, operation & maintenance of six seater Jaankari Call Centre (including manpower, hardware & other required infrastructure) for 3 years from date of Go-live

### **5.2 As it is Process Flow**

The existing process flow for the RTI application and Jaankari Call Centre is detailed below:

- Jaankari Call centre is having two phone numbers open to citizens. One of the numbers is RTI help line No 155310 and the other is RTI Application No 155311.
- 155310 is an ordinary no with normal call charges and is meant for enquiries about the RTI facilities. If any citizen wants to get any help about how to use RTI, he/she can use this no.
- 155311 is a premium no. Anyone who wishes to file an RTI application calls on this no. Any call to this no is charged Rs.10 in addition to normal call charges for the duration of the call. Rs. 10 is the application fee for RTI application.
- When a person calls up 155311, he/she is attended by call centre executive and asked to tell his name, address, what information does he/she want and from which department does he/she want that information.
- If the citizen does not know the department concerned, then the call centre staff helps him/her identify it. Many citizens do not even know what type of information to ask for. They just know their problem. Call Centre staff is trained to help and deal with such cases and provides a good amount of handholding to such citizens.
- This conversation is recorded and the call centre executive receiving the call enters these details on web application form.
- Once the application details are filled in the online form and submitted, a unique application number is generated and is shared through web portal to the concerned department's PIO. Generated Unique Application is shared to the applicant through phone.
- The concerned department's nominated PIO is able to see the application in his/her login.
- The PIO has 35 days (from the date of receipt of application) to provide information. During this period, the PIO prepares information and sends it to the applicant directly.

- The PIO logs in to the software application and updates regarding the RTI application. If the PIO doesn't post any kind of information against an RTI application, then it is understood that no action has been taken by the PIO.
- If applicant is not satisfied with the information received or donot received any information within prescribed timeline, he/she can call up the Call Centre again and express dissatisfaction after telling reference no.
- His/her dissatisfaction is voice recorded and typed. This becomes first appeal, which is forwarded to the first appellate authority in the same manner as the RTI application was done in first place.
- The first appellate deals with the appeal and the result is communicated to the applicant.
- If the applicant is not satisfied with the first appellate order, he/she can similarly file his second appeal.



### 5.3 To be Process Flow

The to be process flow for the RTI application and Jaankari Call Centre is detailed below:

- The portal will have such functionalities as facility for online Application filing, online Payments, online status update by Department, facility for applicant to check the status of the Application, Addition of New Department into the Application, Nomination of the officers from Department etc. Facility for filing of First Appeal, Second Appeal as well as E Mail and SMS notification shall also be there.
- The Process flow for filing the RTI application through the web portal will be as under:  
The applicant will visit the portal and fill primary information. On submission, an OTP will be generated which will be sent to the applicant's mobile number for the verification purpose. After entering the OTP, the user will be directed to the payment gateway for making the payment. Once the payment is approved, the user will be redirected to RTI portal and the

Application number will be generated which will be shared through SMS and E-Mail to the Applicant. The concerned department's nominated officer will also get this information through SMS as well as E Mail.

- To file RTI application using phone call, the user will call on Premium Number 155311 and Rs. 10 will be deducted from his balance. Once the call lands at the call centre, the call centre executive will record the calling number and will enter the same into the web application. Each of the call center executive (CCE) will have his or her own login to create an RTI application. The call centre executive will be able to fill same details and register the application through mobile application also. After filling the credentials of the caller and details, the CCE will submit the application and the application number will be generated. The Application Number generated will be shared through SMS and E Mail, to the Applicant. The Application, the concerned department's nominated officer shall be shared with through SMS as well as E Mail.
- The mobile application to be developed will facilitate filing of the RTI application through Mobile phone. The user shall first download the Mobile Application from the Google play store and create profile with personal details. The user will get an OTP and a confirmation E-Mail for confirming the Mobile number and the E Mail respectively. After creating the profile, the user can enter information for filing an RTI Application like subject, description and department name from where the information is sought. After submission of all the details the user will be directed to the payment gateway for making the payment. Once the payment is approved, application number will be generated and the application number will be shared through SMS and E Mail to the Applicant and concerned department's nominated officer.
- The system will be an integrated system and details such as application through different modes, status etc will be readily available throughout.

The various functionalities and modules are further detailed in subsequent sections.

#### **5.4 Application Development, Customization and Implementation:**

Upon award of the Contract, the Bidder will develop and customize the existing web based application. It is necessary that a comprehensive web-based solution is worked out. The existing Web-Portal requires to be re-designed with better interactivity features, tracking facility and improved look and feel. The proposed portal with payment gateway facility for on-line filling of RTI will have interface with the Jaankari call centre and mobile application. The mobile application will be interfaced with it and the Jaankari Call Centre executives shall use the application to forward the phone based RTI applications to the portal. The envisaged application required to be developed will have below functional modules:

- User Management
- Online RTI Application Filing
- Dashboard for Tracking & updating
- Filing First Appeal and Second Appeal
- MIS Reports

#### **5.4.1 User Management**

- The system will have the option to create and Manage users
- There will be Admin User, BSEDC officials, Departments User, Call Centre executives and citizen who will use the portal. Mapping of all users especially PIOs shall be done in system.
- Admin user will have authority to create, activate, deactivate other users and assign roles and rights.
- Call Centre executives will have their own log in credentials to create RTI application
- System will have the option of forgot password and can create new one with the OTP on their mobile

#### **5.4.2 Online RTI Application Filing**

- System will allow the user to register and file RTI application through the portal/phone call/mobile app by giving primary information and credentials.
- System will allow generation of OTP which will be sent to the applicant's mobile number for the verification purpose
- Payment gateway will be integrated to make online payment
- There will be facility to generate application number after successful payment
- The system will also facilitate for tracking status of application/appeal using application number

#### **5.4.3 Dashboard for Tracking & updating**

The call centre executives and PIOs will have a user login through which they will login to the web Application for registering/ processing the RTI Applications. They will reach their dashboard after log in and have the option to edit profile and can update such information in their login name, designation, E Mail, mobile number.

The PIO will also have facility to update status and will follow the steps as under to update the Status of the RTI Application:

- For updating the RTI application the PIO will have to select the application number from the dashboard.
- After Selection, he/she shall update the required information into the web portal.
- In case he/she has to attach any documents, that will also be uploaded into the web portal.
- In case the information sought is not related to their Department, the PIO will have the option to forward the same to other department.
- In both the cases, the applicant will get the information through SMS and E-Mail.
- The system will also generate the Alerts in the dashboard for number of applications which are due to be updated in next one week.
- The system will also generate the alerts through SMS.

#### **5.4.4 Filing First Appeal and Second Appeal**

- In case the applicant doesn't get the information within the prescribed time limit or is dissatisfied with the information provided, in that case the applicant may file the

first appeal. It will be done by calling to the Jaankari Call Centre and through online web portal/ mobile app

- Once the appeal filed, the First Appellate Authority of the department and in case of 2nd Appeal State Information Commission will be notified through SMS and E Mail.
- The system will also generate the Alerts in the respective dashboard for number of Appeals which are due to be updated in next one week.
- For Appeal through Web Portal/ mobile app, the user will quote the Application Number and the Mobile number for filing the First Appeal or Second Appeal.
- Necessary payment gateway will be integrated to facilitate online payment of appeal fee.
- For appeal through Jaankari call centre, the user will call to the Jaankari call center and after verification of the Application number and the caller details; the call centre executive will help to file the First Appeal after online fee payment.

#### **5.4.5 Design, Development of Mobile Application:**

A mobile application will be developed on Android and iOS platforms. Below mentioned activities will be carried out in the mobile application:

- Creation of profile for filing an application with personal details
- Facility to generate OTP for confirming the Mobile number
- Entering information for filing an RTI Application/appeal such as Subject, Description and Department name from where the information is sought
- Integration with Payment Gateway for making the payment
- Viewing MIS reports

#### **5.4.6 MIS Reports**

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

Some indicative reports are:

- Daily Application Report
- Daily Call Report
- First Appeal Report
- Department Wise Application Status
- District Wise Application Status
- Revenue Collected through the Phone Line
- Revenue Collected through the Online Application & Appeals
- Other Reports as per requirement

#### **5.4.7 Integration**

The system will be integrated with:

Email / SMS Gateway:

The Portal is envisaged to send alerts / intimations / automated messages to registered email and mobile number. An authenticated mail service is envisaged to be integrated for sending mails from portal. For text messages, integration with SMS Gateway is envisaged.

Payment Gateway:

Multiple payment gateway integration is required allowing the users to make the payment through online mode using the portal.

The cost for gateways will be borne by bidder.

#### **5.4.8 Non Functional Requirements**

- The website will be bilingual covering English and Hindi
- Will conform to GIGW and W3C standards
- The Application Modules will be multi-tier, web-based solution having centralized database, web and application server
- System will be compatible with all leading web browsers in India
- System will enforce secure login as per the Login process, where the users will have to authenticate his/her Username, Password to access the home page.
- System will use standard drop-down lists wherever possible for standard values to be selected by the User
- System will store all authentication credentials of users in an encrypted format
- System will suspend the user in case of a specified number of unsuccessful attempts to login to the system and these suspended user IDs will only be reactivated by system administrator or login to the system through OTP
- System will provide the facility for recording of audit trail

#### **5.5 Security Audit**

Bidder will perform the following tasks for website and the web application security to analyze and review the website/application security through a Cert-In empanelled agency. The Cert-In empanelled agency will have to carry out Functional Test, Load Test along with assessment of the vulnerabilities, threats and risks that exist in the developed Application.

The scope of the proposed audit tasks is to check various web attacks. The various Checks /attacks /vulnerabilities should cover the following or any type of attacks, which are vulnerable to the Web-application.

- ✓ Vulnerabilities to SQL Injections
- ✓ Application Security Audit
- ✓ Penetration Testing (both manual and automatic)
- ✓ Configuration Testing
- ✓ Database Server Controls
- ✓ Network security

- ✓ Patch assistance
- ✓ Directory Traversal
- ✓ Authentication hacking/attacks
- ✓ Password strength on authentication pages
- ✓ Scan Java Script for security vulnerabilities
- ✓ File inclusion attacks
- ✓ Exploitable hacking vulnerable
- ✓ Web server information security
- ✓ Cross site scripting
- ✓ HTTP Injection
- ✓ Phishing a website
- ✓ Buffer Overflows, Invalid inputs, insecure storage, etc
- ✓ Any other attacks, which are vulnerability to the website and web applications
- ✓ Issuance of Certificate after compliances of all vulnerability

Information System Audit should cover the following Policy, Procedures, Standard Practices & other regulatory requirements:

- ✓ Guidelines on Information Security.
- ✓ IT Act, 2000 and IT Act, 2008.
- ✓ Best practices of the industry including ISACA's Guidelines and ISO 27001

The cost of security audit shall be borne by bidder.

#### **5.6 Training and Handholding:**

The successful bidders shall be responsible for conducting centralized training of BSEDC officials and call Centre executives on RTI applications (Mobile and Web). This will comprise of below mentioned activities:

- Training shall be carried-out at state level for different target groups.
- Training of officials and other users will cover technical training on general application usage.
- The duration of training will be decided in consultation with BSEDC.
- Demonstration of Dashboard is necessary for decision makers at the state level, hence successful bidder shall provide more focus on this area while building capacity at state level.
- The local Infrastructure required for training including space, computers, internet connection and projector would be provided by BSEDC.

#### **5.7 Application Hosting**

The application will be hosted at State Data Centre. The selected bidder will have responsibility to facilitate the process for smooth hosting. Bidders are required to submit specifications of the hosting infra in their response.

#### **5.8 Application Maintenance**

It will be the responsibility of the Bidder to:

- Monitor BSEDC's RTI application on a day-to-day basis to ensure that it functions reliably.



- Monitor application to ensure that the application does not suspend, hang etc.
- Monitor components, including Application servers, Web Servers, Middleware and other Servers on an ongoing basis to ensure smooth functioning of the applications
- Ensure the accuracy and timeliness of data uploaded as received.
- Enhancement / modifications with respect to new / enhanced / enriched functionality
- Ensure the desired functioning of the Interface / integration
- Modification / development of reports
- Database administration according to the agreed standards.
- Provide handholding support to end users in carrying out the business process transactions
- Timely logging and fixing of Bugs/Problems

#### **5.8.1 Backup & Restore Services**

- Backup of operating system, database and application as per stipulated policies
- Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by User Departments or in case of upgrades and configuration changes to the system.
- Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.

#### **5.8.2 Database Maintenance Services**

- Provide physical and operating system / data base support to the data base environments which Bidder establishes.
- Monitor and report the performance of the database and recommend modifications to improve the database performance
- Maintain physical database definitions and make them available to BSEDC.
- Promote the database changes into the production environment as BSEDC approves
- Assist in problem determination and resolution of the same.
- End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- Management of changes to database schema, disk space, storage, user roles.

#### **5.8.3 Security Administration Services**

- Hardening of all the IT assets to prevent from any known & unknown attacks.
- Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode etc.
- Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- Respond to security breaches or other security incidents and coordinate with respective OEM in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- Operating system hardening through appropriate configuration and patch updates.
- Periodic reviews of domain level rights and privileges

## **5.9 Establishment, Operation and Maintenance of Jaankari Call Centre**

The bidder has to set up and manage the centralized Jaankari call centre. The call Centre will be used by the citizens to file the RTI application over the Phone line. The bidder is expected to deploy the latest technology in the proposed six seater JAANKARI Call Center which would be operational 7 days from 8 AM to 8 PM (except Bihar Govt. Calendar holidays) at BSEDC Patna.

BSEDC shall provide only office space for the call centre. The SI has to provide required manpower, IT infrastructures, IVRS system, seating arrangement which includes seven nos. of chair and seven nos. of table for dedicated resources, AC and any other necessary infrastructure for the call centre for a period of three years.

### **5.9.1 Help Desk Services**

The SI will depute call Centre executives who will be contactable via phone to provide assistance to the citizens in filing RTI in the web application. This assistance will be provided during the operational hour's i.e. 7 Week days from 8 AM to 8 PM (except Bihar Govt. Calendar holidays) which will be covered in the Operations Manual to be provided by bidder and duly approved by BSEDC.

### **5.9.2 Interactive Voice Response (IVRS) System**

- Receive all inbound calls on the telephone number specified by the Department
- Identify customer through command line interface (CLI) and support intelligent call routing
- Include speech recognition engine in order to support and interpret multiple languages, especially English
- Text – to – speech capability must be supported for multiple languages including English and Hindi
- Provide an easy to configure system that enables the users to change the IVR tree with no hard coding
- Support messages scheduling
- The IVR solution must be capable to capture usage details of each customer as the customer traverses through a call. The IVR solution will have an interface through which usage details can be shared with other solutions.
- The IVR must integrate with the rest of the proposed solution to provide seamless call center performance.

### **5.9.3 Automatic call distribution (ACD)**

- Handle high call volumes efficiently
- Support multiple groups for all call types
- Provide the capability of combining data with the Interactive Voice Response (IVR) menu system that can intelligently route calls requesting further assistance to a smart Automatic Call Distributor (ACD)
- Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets
- Support skill-based routing
- Allow calls to be transferred within the call center

#### 5.9.4 Computer Telephone Integration (CTI)

- Will be able to integrate with hybrid setup of a call center solution
- It will be interfaced with the Core system and the other third party applications of the skill/Job so send/receive data which needs to be populated
- Ability to generate and service requests
- On transferring the call to another agent the screen too will be transferred to that agent's screen
- The CTI must be capable of activating the fast dialing feature of the ACD
- Call events will be handled from the system such as hold, retrieve hold, conference, transfer etc.
- CTI will be integrated with core call center system and update the IVR

#### 5.9.5 Performance Monitoring

- Provide the capability to define key Performance Indicators (KPIs) and measure performance against defined KPIs, both online and with scheduled/ad-hoc reports

#### 5.9.6 Recording

- 100% recording of calls is to be provided. The recording will contain detailed call information and the solution must provide advanced searching capabilities
- Calls must be stored for 15 days and preserved and will be made available when required. The media for archival (tapes) will be provided by the Agency.

#### 5.9.7 Language Requirements

- The call center must initially support both English & Hindi languages.
- The proposed call center solution must be capable to handle multiple Indian languages.

#### 5.9.8 Human Resources Requirement

The Bidder will ensure that adequate & sufficiently trained resources are deployed to manage the call centre to meet the SLA and functional requirements of the project. The minimum qualifications and skills requirements are given in the table below:

Sl.no	Position Details	Qualification & Experience	Total Required	Location of Deployment	Period
1	<b>Project Manager</b>	Education: MCA/B.Tech from a reputed institute Total Experience: At least 2 years in IT project/call centre management	1	Patna	1 years
2	<b>Call Center Executives</b>	<b>Educational Qualification:</b> Graduate in any discipline <b>Languages known:</b> Hindi and English <b>Experience:</b> 2 years or more in the call centre operations	6	Patna	3 years

### 5.9.9 Hardware required at the Call Centre

Sl.No	Type of Device	Specification	Nos.
1	Desktop	CPU 7th Gen -Intel Core i3 - 3.0G or higher" Chipset Intel Memory Minimum 4 GB Hard Disk Drive 500 GB - 6 Gb/s controller and 7200 rpm Monitor 18.5" – LED Keyboard and mouse PS2 keyboard and mouse Ports 4 USB Ports (with at least 2 USB 3.0) Optical drive DVD Rom drive Network Gigabit Ethernet card with support for remote wake Up. Operating System Windows 10 Warranty support 3 years onsite warranty by OEM	6
2	UPS	600 VA	6
		30 Minutes Backup	
		3 Years Warranty	
3	Contact Centre Solutions	IP Based EPBX System	6
		Headsets for call centre executives	6
4	Air Conditioner	1.5 Ton	2

Along with the above specified hardware the bidder will also provide-

Networking: The necessary Network devices required for managing the Call Center, facilitating the secure internet connection, file sharing; printing provision etc. will be purchased and installed by bidder. It will be limited to the below list of materials.

- Firewall
- Layer-2 Switch
- Network Cabling
- I/O Box
- And other network accessories (like Racks, Patch Panel)

-Multi-Function Printer: Bidder will provide and manage one multi-function printer for the project. It will have Printing, Scanning, and Copy and network facility.

-Server: Bidder will provide the necessary Server Hardware for running the IVRS Solution.

-UPS: Necessary power backup provision for the IT infrastructure will be provided by bidder

-Media Gateway and PRI System: PRI system as per requirement will be installed to run the proposed application. The PRI line will be facilitated by BSEDC. There will be a Media Gateway appliance installed to connect the PRI and LAN. The IVR Server and Agents will also be connected with the network. The Media Gateway will be connected to the IVR server for call distribution.

### 5.10 Deliverables and Project Timeline

The different Documents to be provided to BSEDC are-

- ✓ Project Management Plan (PMP)
- ✓ Functional Requirement Document
- ✓ System Design Document (SDD)
- ✓ User Acceptance Test Report

- ✓ Training Plan
- ✓ User Manual Operations and Maintenance (O&M) Manual

Project Timeline:

Description	Activity	Timeline
Software Development, Implementation and Training along with Application Security Audit and Submission of Documents	Project Start	T = Date of Signing of Agreement
	Submission of Project Management Plan (PMP)	T+ 7 Days
	Detailed functional Requirement Analysis, along with System Design Document submission	T+ 20 Days
	Database Design and Development of functional requirement modules as mentioned in the RFP	T+ 45 Days
	Establishment of Call Centre	T+ 45 days
	User Acceptance Test (UAT) Sign off / Go Live	T+ 60 Days
	Completion of Training	T+ 70 Days
	Security Audit Report	T + 80 Days
Post Go Live Support	Annual Maintenance of the Application Software for 3 years	Will start from the completion date of UAT /Go Live
Call Centre Operation and Management	Call Centre Operation and Management for 3 years	Will start from the completion date of UAT /Go Live

### 5.11 Payment Terms

- (a) All payments will be made in Indian Rupee Only.
- (b) The payment would be made as per the following table on submission of invoice by the bidder to the Managing Director, BSEDC. Payment would be released within two weeks of receipt of invoice.

Component	Payment Terms
SRS Submission	30% of software development cost
UAT/Go live	50% of software development cost
Completion of training	10% of software development cost
Security audit report	10% of software development cost
Call centre establishment	As per submitted bid on operationalization of call centre
Application Maintenance for 3 years	Quarterly Payment of total maintenance support cost divided equally in 12 quarters
Call centre operations for 3 years	Quarterly Payment as per actuals

<b>Component</b>	<b>Payment Terms</b>
Call centre manpower	Quarterly Payment as per actuals
Project Manager	Quarterly Payment as per actuals

(c) The bidder shall submit the requisite deliverables as specified under this tender to the Managing Director, BSEDC. The payment will be released after getting satisfactory report from department/BSEDC.

## **6 General Conditions of Contract**

### **6.1 Application**

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

### **6.2 Relationship between the Parties**

The firm / consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the consultant hereunder.

### **6.3 Standards of Performance**

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

### **6.4 Applicable Law**

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

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

Within 7 days of notifying of the acceptance of proposal for the award of contract, the qualified bidder shall submit a Performance Bank Guarantee, which shall be 10% of Total Contract Value equally divided in 3 years exclusive of taxes. This PBG shall be given initially for 1 year and shall be renewed yearly till end of contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after expiry of contract provided there is no breach of contract on the part of the bidder. No interest will be paid on the PBG.

### **6.6 Termination of Contract**

The bidder association with the Managing Director, BSEDC will terminate in case of following conditions:

- The term of contract expires
- Termination of contract by the Managing Director, BSEDC due to non-performance of bidder during execution of project.
- The bidder commits a material breach of the agreement or Scope of Work and fails to cure such default to the non-defaulting party's reasonable satisfaction within thirty (30) days after receipt of notice (or Ninety (90) days in the event of non-payment by Managing Director, BSEDC

### 6.7 Service Level Agreement Applicability

The parameters noted below in the Service Level Agreement will be applicable after 3 months of operationalization of the call centre. In this period, the call centre shall measure and provide the SLA parameters to the BSEDC.

These SLAs shall be tracked on a periodic basis with the help of service level monitoring tool to be provided and maintained by the vendor. The SLA will have liquidation damage clauses on non-adherence to the agreed service level.

#### SLA Definition

Sr. No.	Measurement	Definition	Measurement Interval	Reporting period	Target
01	Voice response uptime	It will be calculated based on formula —Total uptime in minutes/ Total minutes of operations in a month. This will be calculated for window of service for 12 hours, 7 Days/week. For example, If the voice response was down for 2 hours in December 2018 or up for 370 hours; Uptime will be $[(370 / (31 \text{ days} \times 12 \text{ hours})) \times 100] = 99.46 \%$	Monthly	Monthly	>=98%

It is acknowledged that these SLA may change as program needs evolve over the course of the contract period.

### 6.8 Penalty

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

For voice response uptime penalty shall be levied as under-

Parameters	Availability during PBH (Prime Business Hour)	Penalty
Voice response uptime	>= 98%	Nil
	Less by 1%	0.5% of the Quarterly Payment

	Less by > 1% but < 2%	Additional 1% of the Quarterly Payment
	Less by >2% but <5%	Additional 2% for Quarterly Payment
	Less by >5% but <20%	Additional 2.5% for Quarterly Payment
	Less by 20%	No payment

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

Managing Director, BSEDC may at any time terminate the Contract by giving written notice to the bidder, if the bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Managing Director, BSEDC

### **6.10 Termination for Convenience**

Managing Director, BSEDC reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for convenience of Managing Director, BSEDC and the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

### **6.11 Force Majeure**

The bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of Managing Director, BSEDC in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- If a Force Majeure situation arises, the bidder shall promptly notify Managing Director, BSEDC in writing of such condition and the cause thereof. Unless otherwise directed by Managing Director, BSEDC in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.12 Taxes and Duties**

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

### **6.13 Resolution of Disputes**

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



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

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

#### 6.14 Clarification of Bids

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

#### 6.15 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of Managing Director, BSEDC, the Project bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

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

### 7 Roles & Responsibilities

Responsibility of work	Department or BSEDC	Selected Bidder
Space Allocation, Electric Power/solar / Gen set at Office	Y	
Internet Connectivity with Backup	Y	
Requirement Study and SRS document preparation		Y
SRS Document Sign Off	Y	
Development as per the scope		Y
Backup and Recovery of Database	Y	Y
Installation of Necessary Application Software	Y	Y

Deployment of Manpower for operations & Call Centre Setup		<b>Y</b>
Data Migration Related Work		<b>Y</b>
Maintenance of Application Software 3 years from date of Go-Live		<b>Y</b>
Monitoring of work flow	<b>Y</b>	<b>Y</b>
Reporting on completion	<b>Y</b>	<b>Y</b>
Sign off Certificate on completion of Contract and successful Exit Management	<b>Y</b>	<b>Y</b>
Data entry of master data		<b>Y</b>
Source code of entire Software * (owner will be BSEDC)		<b>Y</b>
Raising timely invoices		<b>Y</b>
Timely payments as per the payment terms	<b>Y</b>	

All licenses of DB till be responsibilities of SI. Oss computer and backup will be provided by SDC. The source code shall be handed over to BSEDC with owner ship rights.

## **8 e-Procurement Process Related Instructions**

- Submission of Proposals (Through electronic mode only)
- The bidder shall submit his bid/tender on e-Procurement platform at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
- The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of **the** authorized agencies. For user-id they have to get registered themselves on e-procurement website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.

- Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
- “Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date.”
- ***Note: "Bids along with necessary online payments must be submitted through e-Procurement portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."***
- For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, and Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Agency Info” at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

9 Annexure

9.1 TENDER FORM

Bihar State Electronics Development Corporation Ltd., Patna (A Govt. of Bihar Undertaking)						
Tender Form						
<b>I. Firm Details:</b>						
1	Name of Bidder					
2	Name & Designation of Authorized Signatory					
3	Registered Office Address					
4	Address of Other Offices in Bihar					
5	Year of Establishment					
6	<b>Type of Firm</b>	<b>Public</b>	<b>Private</b>	<b>Partnership</b>	<b>Proprietary</b>	
	Enter "Yes" in appropriate box					
7	Telephone Number(s)/ Mobile					
8	Website					
9	Fax No.					
10	Email Address					
<b>The Tender fee amounting to Rs. 10,000/- has been deposited</b>						
Through e-payment vide e-payment transaction No. and Date						
Copy of this is attached as <a href="#">TDFEE_DOC</a>						
<b>II. Following documents are attached towards the proof of earnest money deposited.</b>						
Sl. No.	Instrument of earnest money deposited Cash/ DD/BG/FD/ Bankers cheque (Local at par only)	Amount	Number	Starting Date for EMD BG	Expiry Date for EMD BG	If exempted mark (Yes)
				DD/MM/YYY	DD/MM/YYYY	

Copy of EMD is attached as [EMD\\_DOC](#).

**If exempted, the proof of exemption is to be attached in the same attachment.**

**III. ELIGIBILITY CRITERIA/TECHNICAL EVALUATION:**

**a)** Copy of ROC, PAN, EPF, GST registration

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

**b)** Bidder's Experience of Integrated Call Centre projects

Copy of this ( Project Details+ WO+ Client Certificate) is attached as [CALLCENTRE\\_DOC](#)

**c)** CMMI Level 3 & ISO 9001:2005 certified Company

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

**d)** Bidder's Experience of eGovernance projects

Copy of this ( Project Details+ WO+ Client Certificate) is attached as [eGov\\_DOC](#)

**e)** Bidder's Experience of Mobile App projects

Copy of this (Project Details+ WO+ Relevant Documents) is attached as [Mob\\_DOC](#)

**f)** Turnover for past three years audited with positive net worth

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

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

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

**(h) Net worth** – Positive Net worth Certificate

Copy attached as [NETWORTH\\_DOC](#)

**(i) Self Declaration** - ineligibility for corrupt and fraudulent practices issued by Govt. of India/

Copy of Self Declaration to be attached as [DEC\\_DOC](#)

**(j) Office in Bihar or Ongoing projects for Bihar Govt.**

Copy of office rent agreement or ongoing work orders & certificate to be attached as [Office\\_Doc](#)

## 9.2 Annexure T1- Covering letter

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

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

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

To  
Managing Director,  
BSEDC  
BELTRON Bhawan  
Patna

**Sub: Proposal for Selection of Agency for Design, Development, Implementation, Operation & Maintenance of Web based RTI Application and Call Centre (JAANKARI)**

Sir,

1. With reference to your request of proposal document, I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
4. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part
6. I/We declare that:
  - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tending authority.
  - (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf have engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We declare that we are not a member of any other firm submitting a proposal for this project.
8. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors.

11. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
12. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.
13. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.
14. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Name:

Designation:

### 9.3 Commercial Bid

To  
Managing Director,  
BSEDC  
BELTRON Bhawan  
Patna

Dated:

**Sub: Proposal for Selection of Agency for Design, Development, Implementation, Operation & Maintenance of Web based RTI Application and Call Centre (JAANKARI)**

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our financial proposal for project is given as below:

#### 9.3.1 A : CAPEX

Sl. No	Expenditure Head	Unit	Unit Rate	Applicable Tax	Total Cost*
1	Design and Development of Software & Mobile Application including necessary integrations, training, security audit	Lump Sum			
2	Call Centre Establishment with necessary hardware/ Seven nos. of chair, Seven nos. of table, Two AC and other infrastructure including installation support and training	Lump Sum			
<b>Total CAPEX</b>					

#### 9.3.2 B : OPEX :

Sl. No	Expenditure Head	Unit	Unit Rate	Qty	Applicable Tax	Total Cost*
1	Application Maintenance Support	Yearly		3		
2	SMS Cost (estimated two lakh SMS per year)	Yearly		3		
3	Operation cost for six seater Jaankari Call Centre (including Manpower, Internet & other operational	Monthly		36		



	expenses)					
4	Project Manager with Laptop	Monthly		12		
<b>Total OPEX</b>						

**9.3.3 Total Quoted Price:**

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

In Words.....

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days).

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

(Authorized signatory)

Date:

Name:

Designation: