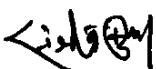


REQUEST FOR PROPOSAL (RFP)

**Selection of Agency for establishment and operations^{of} the
Command and Control Center with development of
customized CRM software for the Board of Revenue,
Government of Bihar.**

Tender No: BOR/RFP/Tender – 01/2025 Dated: 03.01.2025



Board of Revenue, Government of Bihar

Patna

1. Introduction

1. The Board of Revenue, Govt. of Bihar invites bids from eligible agencies for setting up a Command and Control Centre, shall provide personalized assistance to the citizens of the state on various aspects/grievances.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 1,00,000 (Rupees One Lakh Only) in the form of E-payment. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

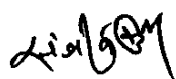
2. Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	BOR/RFP/Tender -- 01/2025 Dated: 03/01/2025 To be available up till 10/01/2025 by 04:00 PM on eproc2.bihar.gov.in. All further communications and notifications shall be issued on the eproc2.bihar.gov.in.
2.	Last date of submission of bid	10.01.2025, 04:00 PM
3.	Opening of Technical Bids	13.01.2025
4.	Opening of Financial Bids	To be intimated
5.	Method of Selection	QCBS (75:25)
6.	Contact person for queries	Name: Gopesh Kumar Pandey Designation: Under Secretary Email boardofrevenuebihar@gmail.com id:

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3. Scope of Work

- i. The Board of Revenue, Government Of Bihar wants to setup a Command and Control Centre. The Command and Control Centre shall provide personalized assistance to the citizens of the state on various aspects/grievances:- such as telephonic consultation with respect to revenue, settlement and land records matters in the state.
- ii. Design, development and maintenance of Customized Customer Relationship Management as per Board's requirements.
- iii. The Command and Control Centre shall be initially of 23 Seater Capacity and may be expandable during the tenure of contract as per the need of board.
- iv. The Command and Control Centre/help desk service will serve as a single point of contact for all incidents and service requests for the users of Board of Revenue.
- v. The period of contract shall be initially for the period of 3 years which may get extendable to 2 years based on the performance of the vendor.
- vi. The IT infrastructure of Command and Control Centre shall be able to handle 6000 calls per day.
- vii. **Location of Command and Control Centre:** It is mandatory for the selected bidder to take over the Command and Control Centre in the city of Patna immediately post issuance of LOI (Letter of Intent).
- viii. Board envisages outsourcing its Command and Control Centre operation to suitable bidder, who will be responsible for establishing, operating and managing the end-to-end Command and Control Centre services for the Board. The overall scope of work can be covered under the following heads but not limited to the followings:
 - Recruitment and Deployment of Manpower
 - Procurement of requisite hardware and software
 - Preparation of Operations Manual and Training of manpower
 - Command and Control Centre operation and maintenance
 - Quality Control and Escalation management
 - Reporting
- ix. The Command and Control Centre shall be operational at the premises of the Board of Revenue for 10 (Ten) hours. The Board shall provide Toll free numbers for operation of Command and Control Centre.
- x. The Command and Control Centre representative/s shall capture information from the complainant, enter all information in CRM (Customer Relationship Management) software, and inform the concerned authorities to take necessary action.
- xi. The selected bidder shall propose the technology for setting up the Command



and Control Centre at the site. The Board shall provide the PRI Line and Leased line for Command and Control Centre and will be responsible for making payment against the usage. However, vendor will be responsible for maintaining the uptime of PRI Line, leased line and Toll-Free Number.

- xii. The Board of Revenue shall provide the facilities of civil and electrical infrastructure at the site of the Board.
- xiii. The bidder shall deploy its own team of (1) Manager, (2) Supervisor and minimum 20 executives for operation and maintenance of the Command and Control Centre system.
- xiv. The Board reserves the right to either reduce or increase the number of agents to be hired on the same terms and conditions, at any stage of the engagement period.
- xv. The selected Vendor will undertake to provide the Command and Control Centre services required in this RFP and will not outsource or subcontract any or all of the services being offered to any other company/vendor.
- xvi. Command and Control Centre and Grievance system: -The activities shall include:
 - Provide Help Desk facility during agreed service period window for reporting user department incidents / issues / problems.
 - Real-time Statistics: The general real time stats such as call duration, the caller's number, name, frequency of calls etc. and so on should be available.
 - The proposed solution should have Call Back Function
 - The Solution proposed by the vendor should be VOIP based and IVR enabled.
 - The solution should have call barging facility for higher officials to listen to the conversations between citizen and executives.
 - The Solution should have a Call routing facility, so calls may be routed to different field levels if required.
 - The solution should have Digital Auto Call logging with a System generated ticket for every call.
 - It should have a workflow-based Grievance Management system, integrated with the Ticketing System.
 - Digitally monitor, record, retrieve and analyze inbound and outbound calls
 - Online monitoring of calls in real time
 - Recorded information can be played back or copied to other media formats (CD, tape, etc)

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- Allows to record all calls
- Quick retrieval and replay of conversations i.e. search on various folders and retrieval on the basis of time, date, dialed phone number, channel, Caller ID information or text tags.
- Implement a call logging system in line with the defined incident types as per the SLAs.
- Creation of knowledge base on frequently asked questions to assist user departments in resolving basic issues themselves
- Track each incident / call to resolution
- Provide feedback to callers.
- Analyze the call statistics
- Creation of knowledge base on frequently asked questions to aid users.
- Continuous monitoring of the gap infrastructure at the DC to ensure availability as per agreed SLAs.
- Day-to-day monitoring shall be done with the manpower to be deployed at the board.
- Escalate the calls, to the appropriate levels, if necessary as per the escalation matrix agreed between the agency and the board. The escalation matrix shall be developed by the bidder in discussion with the Nodal Agency.
- Coordinate with respective stakeholders for closure of calls.
- Analyse the incident / call statistics and provide monthly reports including but not limited to:
 - a. Type of incidents / calls logged
 - b. Incidents / calls resolved
 - c. Incidents / calls open

xvii. Command and Control Centre Software Application and other features:-

Command and Control Centre software application should have a built in CRM and should have the following features:

1. Create an exhaustive customer database, with Customer/user classification
2. Assists the agents in providing better service to customers on the basis of customer history
3. Reducing call handle time through built in intelligence for inbound

Command and Control Centre enquiries

4. Answering customer questions through an online knowledge base solution
5. Help the Command and Control Centre collaborate with different verticals of Board of Revenue, Government of Bihar for better operations and increased productivity.
6. Automated Dialler : The solution should have a good and automated call dialler and ensures every agent is provided with a sufficient and bearable workload. Hence, a good dialler is imperative for greater productivity of a Command and Control Centre.
7. **Monitoring and Alerting Feature** :One of the most important requirements of Command and Control Centre software is that it must come with a monitoring and alerting feature. Under this feature, the Command and Control Centre manager is allowed access to the agent's calls and he or she can monitor them in different forms either explicitly or covertly. Therefore, the monitoring feature helps get the best out of the agents in terms of quality and performance.

4. Information Ownership

All information processed, stored, or transmitted by Vendor belongs to the Board. By having the responsibility to operate the proposed Command and Control Centre solution, the Vendor does not acquire implicit access rights to the information or rights to redistribute the information. The Vendor understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately. For this the selected agency has to enter into a Non-Disclosure agreement with the Board that all the information on customer data will be protected using appropriate security measures. Any legal issues due to leak or disclosure of information of the citizen's data will be agency's liability and any cost on the issue will be borne by the agency.

5. Transition and Exit Option

The Board reserves the right to cancel the contract in the following conditions:

- a) Delays in delivery of service as specified in the scope of work, violating the SLA.
- b) Serious discrepancy in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Command and Control Centre in addition to the cancellation of purchase contract, Board reserves the right to charge appropriate penalties and liquidated damages from the selected agency.
- c) All risks during the transition stage shall be properly documented to ensure smooth transition without any service disruption.

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- d) The transition plan along with the period shall be mutually agreed between bidder and Board when the situation occurs. Bidders shall be released from the project once successful transition is done meeting the parameters defined for successful transition.

6. Indemnification

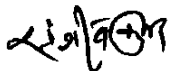
The vendor shall ensure compliance with all applicable laws, local and central including all labor laws like ESI, EPF, Minimum wages Act, Bihar shops and establishments act, Contract Labour (Regulation and Abolition) Act 1970, Payment of Bonus etc. and shall keep the Board indemnified and harmless in case of violation of any applicable laws. For all purposes, the persons deployed in this project will be on behalf of the vendor, and these persons will have no relation whatsoever with the Board. The vendor shall be responsible to furnish all such information or documents to the Board in this regard as may be required from time to time.

7. Termination and Blacklisting:

- a. The Board may terminate the contract of the firm or may initial proceedings as per law of India, in case of occurrence of any of the events specified below: -
- If the firm becomes insolvent or goes into compulsory liquidation
 - If the firm, in the judgement of Board, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
 - If the firm submits to the Board a false statement which has material effect on the rights, obligations, or interests of the Board.
 - If the firm places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the Board.
 - If the firm fails to provide Quality services as envisaged under this RFP
- b. In such an occurrence Board shall give a written advance notice to the firm to foreclose the contract and other consequences of the foreclosure.
- c. During the notice period for termination of contract, the bidder shall keep on discharging their duties till the expiry of notice period. It is the duty of the bidder to remove all the hardware and personnel deployed on termination of the contract on any ground whatsoever that no one creates any disruption/hindrance/problem of any nature to the Board.
- d. Blacklisting without termination: -The Board shall be at liberty to blacklist the vendor for a period of one year from participating in any future projects if the firm fails to provide quality services, engaged in corrupt or fraudulent practices and other reasons which has a material impact on the service.

8. Fraud or Corrupt Practices

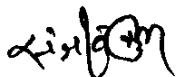
- a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Board of Revenue, Government



of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Board or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Board shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

- b. Without prejudice to the rights of Board under Clause above and the rights and remedies which the Board may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by Board during a period of 1(one) year from the date such Bidder, is found by Board to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
 - i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
 - ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "coercive practice" means impairing or harming or threatening to impaired harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Board of Revenue, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9. Arbitration



In the event of any dispute arising after the execution of the contract agreement, the parties hearing agree to be relegated through the arbitration and shall follow the procedures as laid down in the arbitration and conciliation act, 1996 (as amended from time to time). The dispute shall be referred to the Development Commissioner who shall conduct Arbitration proceedings which will be held at Patna, Bihar. Any legal dispute will come under the sole jurisdiction of Patna, Bihar.

10. Limitation of Liability

The Vendor's aggregate liability shall be limited to the total contract value during the contract period. However, there shall be no cap on liability of the Vendor for below mentioned events:

- Any willful misconduct or gross negligence of the Vendor, its employees, its agents or employees of its subcontractors in the performance of the Services.
- Infringement of any patent, trademarks, copyrights, intellectual property rights etc. or such other statutory infringements or any other law in respect of the Services provided by the Vendor.
- The Board shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third-party tools/hardware/software or modules supplied by the Vendor as part of this Agreement.

11. Payment Terms:

1. Payment shall be made on a Monthly basis post submission of invoice to the Board after necessary deductions, if any.
2. No advance payment shall be made.
3. The selected agency must accept the payment terms proposed by the Board. The financial bid submitted by the vendor must be in conformity with the payment terms proposed by the Board. Any deviation from the proposed payment terms would not be accepted.

12. Penalty

Deviations (In case of non-operation of Command and Control Centre)	Penalty
If non- operation occurs for at least 5% of total operational time in one quarter time period	2% of payment of one quarterly Guarantee payment (QGR)
If non- operation occurs for more than 5% and less than or equal to 7.5% of total operational time in one quarter time period.	3% of payment of one quarterly Guarantee payment (QGR)

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If non- operation occurs for more than 7.5% and less than or equal to 10% of total operational time in one quarter period	4% of payment of one quarterly Guarantee payment (QGR)
If non- operation occurs for more than 10% of total operational time in one quarter time period	5% of payment of one quarterly Guarantee payment (QGR)

Note: - The Board will not charge penalty to the vendor , if Command and Control Centre operation is being halted or stopped for the following reasons:-

1. Electricity breakdown
2. PRI Line failure
3. Primary and Secondary Leased line failure
4. BSWAN Network failure
5. Civil and Electrical infrastructure facility breakdown, due to natural calamity or similar cause

13. Service Level Agreement

Sr. No.	Measurement	Definitions	Measurement Interval	Reporting Period	Target
1	Availability of Agents to take calls	<p>Presence of Command and Control Centre Agents, Team Leads and Manager during the service period</p> <p>It will be calculated using formula: (Actual man hours of service provided in the month) / (Total man hours of service required in the month).</p> <p>The base data for this calculation would be taken from the report of Biometric attendance System setup at the Command and Control Centre.</p>	Monthly	Monthly	>=95%

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It is acknowledged that these SLA may change as per the need of the scheme and mutual agreement between Board and selected agency over the course of the contract period.

14. Liquidated Damages

The Board expects the Vendor to complete the scope of the project within the time frame specified (immediately post issuance of Lol/Work Order). Notwithstanding the Board's right to cancel the order, recovery of liquidated damages if any at the rate of 0.5% of the contract value per week will be made for every week's delay in delivery subject to maximum 5% of contract value.

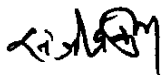
The Board reserves the right to recover these amounts by any mode such as adjusting from any payments to be made by the P&DD to the company. Part of the week will be treated as a week for this purpose. However, the Board may, at its discretion waive the liquidated damages in case the delay cannot be attributed to the vendor.

15. Change Procedure

In case the Board desires any change in scope, the vendor shall be obliged to estimate the efforts (time, cost) and convey the same to the Board. The Board shall have all the rights to either approve or disapprove the same estimation, received from the vendor. In case, the Board does not accept the estimation, then the change request shall be deemed to be cancelled and vendor shall be relieved from all obligations to perform such change. Unless accepted by both parties, any change proposed by either of the parties is null and void.

16. Intellectual Property Rights

- All Intellectual Property under the RFP and/ or the Agreement will be considered "work made for hire" and belong exclusively to the Government of Bihar (GoB). GoB shall have all right, title and interest in and to any and Intellectual Property Rights, including but not limited to all Software, Software Programs and Programs, and any modifications thereto or works derived there from. All Intellectual Property shall remain the property of the GoB. It is hereby expressly clarified that the vendor shall have no right, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications to perform services hereunder for the purpose and term of the Agreement, and as may be expressly set forth herein or in a separate written agreement executed between the parties. The vendor shall not use such Intellectual Property for any other purpose during and after the term of the Agreement. In relation to any inventions, discoveries or other Intellectual Property, the Implementation Agency shall;
- Make full and complete disclosure to GoB, including any/ all information in the Implementation Agency's possession relating to their patentability (if any); and
- Execute patent applications (if any) and other instrument is considered necessary or desirable by GoB or required by statute to apply for and obtain Letters Patents



or any similar documents covering such inventions, discoveries or innovations, and will cooperate with and assist GoB in any proceedings necessary to obtain and/or enforce such patents and/or other applicable Intellectual Property Rights; and

- Assign and execute any other documents or instruments necessary to convey to GoB ownership and exclusive rights in such inventions, discoveries, patent applications, and/or patents, or other Intellectual Property Rights.
- The terms Software, Software programs and Programs shall include Unicode, source code, specifications, documentation, and technical information , and all corrections , modifications, additions, improvements and enhancements to any of the foregoing provided to GoB pursuant to this Agreement.
- Notwithstanding anything to the contrary contained herein, the Implementation Agency will defend, indemnify and hold harmless GoB against any suit or claim brought by a third party that the possession or use of the Software, Software Programs and Program. Any infringement is a misuse of its Confidential Information.
- The vendor shall ensure;
 - Not to provide access to the Intellectual Property to persons other than authorized users.
 - To ensure that all authorized users are appropriately notified of the importance of respecting the Intellectual Property Rights and that they are made aware of and undertake to abide by the terms and conditions of the RFP
 - Not to permit any person, other than the authorized users , to copy, duplicate, translate into any language, or in any way reproduce the Intellectual Property.
 - To keep exclusive possession of and control over the Intellectual Property and to effect and maintain adequate security measures to safeguard the Intellectual Property from access or use by any third party other than the authorized users.
 - To notify the Board promptly of any unauthorized disclosure, use or copying of the Intellectual Property of which vendor becomes aware or should have been reasonably aware.

17. Information Security & Privacy

- The systems shall be designed in a way that guarantees that information is collected directly from the caller and shall only be used for the specific purpose for which it was collected. Privacy of citizen information guidelines shall be made available to Command and Control Centre agents to ensure that callers are told how their personal data will be used, and that they be given the chance to access the information and to correct it, if necessary.
- System must maintain a log including date, time, terminal number of each operation, done by every user/group and the separate log should be



maintained.

- Anti-virus systems and personal firewalls shall be installed on all agent and supervisor workstations.
- There shall be a complete and comprehensive security against unauthorized access and misuse.
- The system shall support encryption of data during exchange for both internal and external systems. Data stored on Command and Control Centre's systems shall also be encrypted using enterprise grade resources.
- All data and information collected and accessed by the Command and Control Centre shall be owned by the Board and shall not be used for any other purpose than for delivering the services as mentioned earlier.
- The Board reserves the right to appoint third parties to audit information security procedures, processes, systems put in place by the Command and Control Centre at any time without giving prior notice.
- The Command and Control Centre shall not carry and/or transmit any written material, information, layouts, diagrams, storage media (hard disk/tapes) or any other goods/materials in physical or electronic form, which are proprietary to or owned by the Board out of Command and Control Centre premises without prior written permission from the Board.
- The Command and Control Centre shall acknowledge that all data and other proprietary information or materials, whether developed by the Board or being used by Board pursuant to a license agreement with a third party (the foregoing collectively referred to herein as — proprietary information) are confidential; and Command and Control Centre agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Command and Control Centre to protect its own proprietary information. Command and Control Centre may come into possession of such proprietary information, even though Command and Control Centre does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the services required by this agreement. Command and Control Centre shall use such information only for the purpose of performing the said services.
- Command and Control Centre shall, upon termination of this agreement for any reason, or upon demand by the Board, whichever is earliest, return any and all information provided to Command and Control Centre by the Board and gathered during the entire engagement period, including any copies or reproductions, both hardcopy and electronic.

18. Infrastructure

The bidder shall use the infrastructure which is located at the Board of Revenue for the operations of the Command and Control Centre. The entire required infrastructure for operationalization of Command and Control Centre has to be



managed by the vendor. The vendor will dedicate a single point of contact for all technical and implementation related activities.

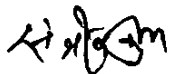
The vendor shall provide necessary furniture and below IT infrastructure necessary for the operations of Command and Control Centre, which shall be used by the vendor for smooth operations of the Command and Control Centre.

- Any Physical and Technical infrastructures such as routers, switches, Desktop Computers, Printers, Fax, etc.
- Network Connectivity:
- LAN setup at the Command and Control Centre premises
- Internet, Leased line connectivity to Datacenter etc. will be provided by Board, but its uptime needs to be ensured by the selected bidder
- Support infrastructure: Air-conditioner, Power backup etc. as required.
- Desktop, Microphone of good quality with noise reduction feature, Phone, Basic phone, Multi function printer, server, switches, UPS.
- Any additional infrastructure proposed by the vendor should be good enough to ensure conformance to SLA in terms of services.
- Antivirus on all the desktop PCs being used in the Command and Control Centre and ensure that antivirus is running with latest updates
- Night Shift Allowance (if required).
- Pickup and drop facility at night (if required).
- **The Vendor/Agency shall provide below items:**
 - Call Centre services through Cloud based technology.
 - Design, Development and Maintenance of CRM Software customised as per Board requirement.
 - Deployment of below resources for operations of Command and Control Centre:
 - Manager - 01 no.
 - Supervisor - 02 nos.
 - Executives - 20 nos.

19. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

20. Instructions to the Bidders



- **General**

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Board on the basis of this RFP.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Board. Any notification of preferred bidder status by the Board shall not give rise to any enforceable rights by the Bidder. The Board may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Board.
- III. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

- **Compliant Proposals / Completeness of Response**

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- III. Include all documentation specified in this RFP;
- IV. Follow the format of this RFP and respond to each element in the order as set out in this RFP
- V. Comply with all requirements as set out within this RFP.

21. Key Requirements of the Bid

- **Right to Terminate the Process**

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

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RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/- and processing fee of Rs. 590 /-. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

22. Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 1,00,000 only in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

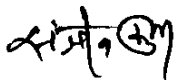
23. Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Commercial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be uploaded through <http://eproc2.bihar.gov.in> as per the instructions available on the website.

24. Preparation and Submission of Proposal

a. Proposal Preparation Costs

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



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

25. Language

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

26. Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Board, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

27. Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender. Tender Evaluation for responsiveness

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive, if Proposals:
 - A. Are not submitted in as specified in the RFP document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the RFP
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing. The Board will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

28. Proposal Evaluation Criteria

• Pre-qualification criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a company registered under Indian Companies Act 1956/2013 and Limited Liability Partnership Act 2008 (Partnership LLP /Company Incorporation) & Should have been operating for the last 5 years.	Certificate of Incorporation/ Certificate registration
2	Statutory Registration	Bidder Should be have a valid registration of the following: <ul style="list-style-type: none"> • Pan • GST of Bihar. 	<ul style="list-style-type: none"> • Copy of Pan card • Copy of GST registration of Bihar
3	Turnover	The bidder must have achieved a minimum average annual financial turnover of INR 2(Two) crores for the last three years (FY 2021-22, 2022-23 and 2023-24)	Audited financial statements and a CA certificate with valid UDIN number confirming the same
4	Net worth	The bidder must have positive net worth in the last 3 (three) financial years. (FY 2021-22, 2022-23 and 2023-24)	CA certificate with valid UDIN number confirming the same.
5	Experience	The bidder must have an experience of establishing, operating and managing Command and control center with minimum 25 manpower in any State Government/Central Government/PSU's in last three FY year.	Work Order/ Completion Certificate
6	Experience	The bidder must have experience of development of IT software, Web Development and other IT related work in the last 3 years in Government Sector/PSU	Work Order/ Completion Certificate
7	Quality certifications	The Bidder must have below Quality certifications: <ul style="list-style-type: none"> • ISO 9001-2015 	Proof of Relevant Standards valid Certifications

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		<ul style="list-style-type: none"> ISO 27001:2013 	
8	Local Presence	Bidder must have office in Bihar state	<ul style="list-style-type: none"> Rent Agreement MSME Udyam Registration Shop and Establishment
9	Blacklisting	The bidder must not be blacklisted by any Central/ State Govt./ or Central/ State PSU or Autonomous Body as on date.	Self-certification by authorized signatory

• **Technical Evaluation Criteria:**

S.No.	Marking criteria	Maximum Marks	Documents Required
1	<p>The bidder should have an average turnover of Rupees 02(Two) crore or above during the last three financial years i.e. 2021-22, 2022-23, and 2023-24.</p> <ul style="list-style-type: none"> Rs.2.00 Crore- 2 Marks More than Rs.2.00 Crore to Rs. 5.00 Crores- 5 Marks Above 5.00 Crores- 10 Marks 	10	Audited financial statements and a CA certificate with valid UDIN number confirming the same
2	<p>The bidder should have experience of development of IT software application/ Web Development in the last 3 years in Government Sector/PSU of value:</p> <ul style="list-style-type: none"> Single Project of value upto Rs. 2 Crores: 5 Marks <p>OR</p> <ul style="list-style-type: none"> Single Project of value upto Rs. 5 Crores : 10 Marks <p>OR</p> <ul style="list-style-type: none"> Single Project of value more than Rs. 5 crores : 15 Marks 	15	Work Order/ Completion Certificate
3	<p>The bidder should have an experience of establishing, operating and managing Command and control center with minimum 25 manpower in a single work order in any State Government/Central Government/PSU's in last</p>	15	Work Order/ Completion Certificate

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	three FY year. <ul style="list-style-type: none"> Up to 25 Manpower – 10 Marks More than 25 Manpower – 15 Marks 		
4	The bidder should have minimum 100 professional manpower on its payroll as on the date of bidding: <ul style="list-style-type: none"> Up to 100 Manpower: 10 Marks Above 100 Manpower: 15 Marks 	15	Documentary Proof of EPF, ESIC and Self Declaration on company letter head
5	The bidder should have quality certifications: <ul style="list-style-type: none"> ISO 9001-2015- 5 Marks ISO 27001:2013- 5 Marks and ISO 20000-1:2018 - 5 Marks 	15	Proof of Relevant Standards valid Certifications
6	Technical Presentation <ul style="list-style-type: none"> Demo of Call center Solution, CRM and Support channel. Approach and methodology. Deployment Plan 	30	Technical Presentation and Demo of call center solutions
Total		100	

Note: The bidders scoring minimum 70 marks will be technically qualified will be eligible for Financial Evaluation.

29. Commercial Bid Evaluation

- The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected.
- Errors & Rectification: Arithmetical errors will be rectified on the following basis: "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. If there is a discrepancy between words and figures, the amount in words will prevail".
- If there is no price quoted for certain material or service, the bid shall be

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declared as disqualified.

- g) The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

30. Award Criteria

For the purpose of awarding the contract Technical Scores shall be given a weight age of 75% and Commercial Score shall be given a weight age of 25%. Based on the same, total weighted score shall be obtained. The formula to calculate the total weighted score is as follows:

Total Weighted Score: $(\text{Total Technical Score} \times 75 + \text{Total Commercial Score} \times 25) / 100$

On the basis of combined weighted score for quality and cost, the bidder shall be ranked in terms of the total score obtained. The bidder obtaining the highest total combined score in evaluation of quality and cost will be ranked as TC1 followed by the proposals securing lesser marks as TC-2, TC-3 etc.

31. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Board reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Board action.

32. Contract Finalization and Award

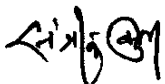
- a. The Board shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The Board may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

33. Signing of Contract

After the Board notifies the successful bidder that its proposal has been accepted, the Board shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Board and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

34. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Board may award the contract to the next best value



bidder or call for new proposals from the interested bidders. In such a case, the Board shall invoke the PBG of the most responsive bidder.

35. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Details of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit

Form 4: Letter of Proposal

Form 5: Affidavit

Form 6: Deployment of resources

Annexure II: Deployment of Resources

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal:

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

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Annexure I : TECHNICAL BID TEMPLATES

Form 1: Undertaking on Total Responsibility

No.

Date:

To:

The Secretary,
Board of Revenue, GoB
Patna.

Sub: Self certificate regarding Total Responsibility.

Dear Sir,

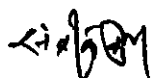
This is to certify that we undertake total responsibility for participation in this bid, all submitted technical documents and forms, risk in mistakes while filling the tender and for the successful operation and maintenance of Command and Control Centre after award of contract by the Department, as per the requirements of the RFP

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :
Designation :
Date :
Time :
Seal :
Business Address :



Form 2: Details of the Bidder

Details of the Bidder(Company)		
1	Name of the Bidder	
2	Address of the Bidder	
3	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4	Details of Incorporation of the Company	
5	Valid GST no.	
6	Permanent Account Number(PAN)	
7	Name & Designation of the contact person to whom all references shall be made regarding this tender	
8	Telephone No. (with STD Code)	
9	E-Mail of the contact person:	
10	Mobile No	

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Form 3: Bank Guarantee for Earnest Money Deposit

To,

The Secretary,
Board of Revenue, GoB
Patna.

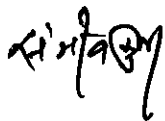
Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the Board.

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the Board (hereinafter called "the Purchaser") in the sum of Rs. <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:

- If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid.
- Withdraws his participation from the bid during the period of validity of bid document; or
- 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.



Form 4: Letter of Proposal
(On the Letter Head of the Bidder)

To:

The Secretary,
Board of Revenue, GoB
Patna.

Subject: Submission of the Technical bid for <Name of the RFP and Date>

Dear Sir/Madam,

We, the undersigned offer to provide Command and Control Centre solutions to the Board of Revenue, Government of Bihar with your Request for Proposal dated<insert date>and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

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

Yours sincerely,

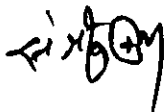
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location and Date:_____



(On the Letter Head of Bidder)

Form 5: SELF-DECLARATION ABOUT NON-BLACK-LISTING

To,

The Secretary,
Board of Revenue, GoB
Patna.

Subject: Self Declaration about non-blacklisting of the company.

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

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

Yours faithfully,

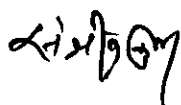
Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location and Date:



ANNEXURE II: Deployment of Resources

Resource deployment criteria			
Resource Type	Resources	Total No. of Resources to be deployed	Qualifications
I	Manager	1	<ul style="list-style-type: none">• B.E./B. Tech./MCA/MBA with 5+ years of relevant experience in managing large Projects.• Excellent fluency in Hindi & English language
II	Supervisor	2	<ul style="list-style-type: none">• Any Graduate with 2+ year of relevant• Excellent fluency in Hindi & English language
III	Executives	20	<ul style="list-style-type: none">• Any Graduate with 1+ year of relevant experience• Excellent fluency in Hindi & English language
Total		23	

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ANNEXURE III: FINANCIAL PROPOSAL TEMPLATE

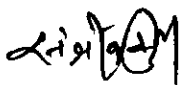
Form 1: Financial Proposal

The bidders who will qualify the Technical Bid criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below:

Sl. No (A)	Item (B)	Unit Rate Monthly (INR) (C)	Quantity (D)	Total Rate Monthly (INR) (E) = (C) x (D)	Total Price for 3 years (36 months) (F) = E * 36
1	Manager		1		
2	Supervisor		2		
3	Executives		20		
4	Technical Service Charges: - Should factor for cost of all required hardware and software		1		
TOTAL					

Notes:

1. Prices quoted by Bidders should be Exclusive of all applicable taxes. Taxes will be charged by the vendor at the prevailing rate applicable at the time of invoicing.
2. The vendor shall be responsible for the operation and maintenance of all hardware or software related to Command and Control Centre. However, Board shall have the ownership of PRI or VOIP Line.
3. The Board shall pay the charges of the calls, either inbound or outgoing for handling the complaints.
4. Bidder may propose on-premises Hardware based or cloud-based solution. In case bidder is proposing on-premises hardware-based solution, after end of contract, ownership of all hardware should be transferred to Board
5. In case of any additional infrastructure to handle the increased workload, the Board and vendor shall discuss mutually and finalize the rate.



Form 2: PERFORMANCE BANK GUARANTEE

<Name>
<Designation>
<Address>
<Phone Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the Board (hereinafter called "the beneficiary")

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

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

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

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

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

This Guarantee shall be valid until <Insert Date>) Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs.<Insert Value>(Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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 Expiry Date>) failing which our liability under the guarantee will automatically cease.

