

REQUEST FOR PROPOSAL

FOR

Selection of Agency for Establishment and Implementation of a Call Center and Help Desk for Bihar Skill Development Mission (BSDM)



RFP No: BSDM/SANKALP-96/2022

Date: 09.11.2023

**BIHAR SKILL DEVELOPMENT MISSION (BSDM)
DEPARTMENT OF LABOUR RESOURCES
GOVERNMENT OF BIHAR,
A-WING, 5TH FLOOR, NIYOJAN BHAWAN, PATNA- 800001
Email Id: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org**

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Bihar Skill Development Mission (BSDM)

Department of Labour Resources, Government of Bihar
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Phone: 0612-2528455 Fax: 0612-2535004
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Notice Inviting Request for Proposal

RFP No: **BSDM/SANKALP-96/2022**

Date- 09.11.2023

Principal Secretary, Dept. of Labour Resources, Govt. of Bihar- cum- CEO, Bihar Skill Development Mission (BSDM), invites proposals (Two Bid System) from reputed and experienced Agencies **in the call centre industry, Selection of Service Provider/Agency for Setting up a Call Centre, Help Desk and Maintaining its Operations for Bihar Skill Development Mission (BSDM).**

Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

Document Fee and Tender Processing Fee: All Applicants have to pay a **non-refundable Document Fee of Rs. 5,000/-** (Five Thousand only) and Tender Processing Fee of Rs. **590.00** or as applicable (Five hundred ninety only) **through e-payment mode** (i.e. NEFT/RTGS/Credit Card/Debit Card) on E-Proc Portal.

Earnest Money Deposit (EMD): An EMD of Rs. **2,00,000/-** (Two Lac) **through e-payment mode only** (i.e. NEFT/RTGS/Credit or Debit Card) on E-Proc Portal, well before the last date/time for submission/ uploading of offer/Bid, failing which the bid will be rejected. This EMD will be non-interest bearing and refundable. If the selected bidder fails to submit the requisite performance guarantee or to execute the agreement, this EMD will be forfeited.

The Proposal has to be submitted through online mode on <https://www.eproc2.bihar.gov.in> and can be searched by clicking the Tab “Tender” on home page of above website and then going to Latest Tender by searching Department Name as “Labour Resources Department”.

The Proposal has to be submitted in online mode containing following cover stage-

A) Technical Bid Open Stage and B) Cost Bid Open Stage

The application procedure, eligibility criteria, evaluation methodology, terms and conditions and the scope of work are detailed in this RFP which can be seen or downloaded from the “e-Procurement Portal <https://www.eproc2.bihar.gov.in> and departmental website: <http://www.skillmissionbihar.org>. The RFP will be available to download from the above websites from **09.11.2023**. The **Pre-bid meeting** will be held on **15:00 Hrs. of 22.11.2023 (through physical & virtual mode)**. The last date for uploading of proposal/bid will be **11.12.2023 up to 15.00 Hrs**. Technical Bid will be opened on or after **11.12.2023 post 17:00 Hrs**. **The Evaluation of Bids will be under QCBS system**. Please refer RFP document for complete details.

The undersigned reserves the right to issue addendum/corrigendum/modification or to amend any or all conditions of this RFP Document or to accept or reject any or all proposal(s) or to cancel the whole of this RFP at any stage without assigning any reason thereof and no bidder shall have any cause of action or claim against the undersigned for the same.

**Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources,
Govt. of Bihar.**

Bihar Skill Development Mission (BSDM)

Department of Labour Resources, Government of Bihar
A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001
Phone: 0612-2528455 Fax: 0612-2535004
Email: biharskilldevelopmentmission@gmail.com
Website: www.skillmissionbihar.org

Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time : Duration
1.	Online Sale/Download date of Tender documents	From 9.11.2023 (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending Pre-Bid queries by e-mail	18.11.2023 up to 17.00 Hrs. on biharskilldevelopmentmission@gmail.com
3.	Date, Time and Place of Pre-Bid Meeting	Bihar Skill Development Mission # A-Wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-800001, on 15:00 Hrs. of 22.11.2023. A Virtual Link will be given on the E-mail address provided by interested bidders in the pre-bid format. The prebid meeting will be held through physical & virtual modes.
4.	Publishing of Pre-Bid queries response	Latest by 27.11.2023 on best effort basis at e-proc Website / BSDM website
5.	Last Date/Time for submission/ uploading of offer/Bid	11.12.2023 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
6.	Date & time for opening of Technical Bid	On or after 11.12.2023 post 17:00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
8.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
9.	Method of Selection	As per RFP
10.	Bidding in Consortium/Joint Venture	Not permitted
11.	Bid Proposal Validity	120 days from the last date of bid submission.
12.	Agreement Period	12 months from the date of signing of contract; extendable further based on satisfactory performance/project requirement and based on the sole discretion of BSDM.
13.	Contact person/Nodal Officer for queries	Mission Director contact no: 9431881162 / 7979706411

Detailed descriptions and instructions for submitting the proposal can be downloaded from e-tender website (<https://www.eproc2.bihar.gov.in>).

Return of EMD: The EMD of unsuccessful bidders will be returned after execution of agreement with successful agency or completion of Bid validity period whichever is earlier.

Bids along with necessary online payments (Tender Processing Fee, Document Fee and EMD) must be submitted through e-Procurement portal (<https://www.eproc2.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."

The bidders shall submit their eligibility and qualification details, Certificates as mentioned in section etc., in the online standard formats given in e-Procurement web site (<https://www.eproc2.bihar.gov.in>) at the respective stage only.

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. Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

The bidders should ensure that all the required documents as mentioned in the tender document are submitted/uploaded along with the bid and in the prescribed format only. The bidder 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 (<https://www.eproc2.bihar.gov.in>). **This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.**

- ❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system
- ❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.

The bidder shall sign on the supporting statements, documents, certificates and on being 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.

Conditional Bids shall be out-rightly rejected.

Validity of Bids: Minimum 120 days from the last date of bid submission.

Pre-Bid Meeting: BSDM shall receive and respond to Pre-Bid queries of prospective bidders as per the scheduled date and time as mentioned in the above Table of Tender Schedule. The bidders are requested to send their consolidated queries to the e-mail address, as specifically mentioned in the above table, **only once and within stipulated time as mentioned.** Further queries sent by the bidders or queries sent at the last moment, may not be entertained.

BSDM will host a Pre-Bid meeting as per the scheduled date and time as mentioned in the above table of Tender Schedule in this RFP. BSDM may incorporate any changes in the RFP based on acceptable suggestions received in pre-bid queries. The decision of BSDM regarding acceptability or rejection of any suggestion or modification requested, shall be final in this regard and shall not be called upon to question under any circumstances. The response to the queries shall be conveyed by way of hosting amendments/ clarifications on the websites (<https://www.eproc2.bihar.gov.in>) and/or (www.skillmissionbihar.org) and no bidders/participant would be intimated individually about the responses of BSDM.

Only one representative with due authorization from prospective bidder shall be allowed to participate in the pre-bid meeting.

A Virtual Link will also be given on the E-mail address provided by interested bidders in the pre-bid format. Bidder may choose to join either physically or virtually.

The purpose of the pre-bid meeting is to provide the prospective bidders with information regarding the business process of BSDM, the RFP and the project requirements and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.

Note: The queries should necessarily be submitted in the following format with editable file (in word or excel only) only, else the queries may not be entertained by BSDM:

Organization Name: Designation:		Name of representative: E Mail Address:	
S.N.	RFP Document reference, Section and Page No.	Content of RFP requiring clarification(s)	Points of clarification(s)

For support related to e-tendering process, bidders may contact at following address:

“e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. “Toll Free Number: 1800 572 6571” EmailID: eproc2support@bihar.gov.in.

Corrigendum/ Addendum/ amendments if any, will be published on the departmental website <http://www.skillmissionbihar.org> and e-Procurement, Bihar <https://www.eproc2.bihar.gov.in> itself. All such corrigendum/ addendum/ amendments shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website on regular basis for checking of corrigendum/ addendum/ amendments, if any.

Kindly note that the selection of agency under this RFP will not guarantee allocation of work and BSDM will assume no liability or cost towards it. BSDM makes no commitments, express or implied, that this process will result in a business transaction between anyone.

SD/-
**Mission Director,
Bihar Skill Development Mission,
Department of Labour Resources,
Government of Bihar.**

e-Tendering Process Related Instructions

Submission of Proposals Through electronic mode only:

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-Procurement Portal <https://www.eproc2.bihar.gov.in> 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.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. 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.
5. Tender Processing Fee (TPF), Document Fee and EMD to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc2.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."

6. The tender opening will be done online only.
7. Any **Corrigendum/Addendum** or date extension notice will be given on the e-Procurement Portal (<https://www.eproc2.bihar.gov.in>) and BSDM website (<https://skillmissionbihar.org>) only.
8. For support related to e-tendering process, bidders may contact at following address **"e- Procurement HELP DESK Mjunction Services Ltd, RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, PS: Shastri Nagar, Patna-800014. "Toll Free Number: 1800 572 6571" Email ID: eproc2support@bihar.gov.in.**

Disclaimer

- i.** The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Purchaser or any of their employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- ii.** This RFP is not an agreement and is neither an offer nor invitation by the BSDM to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Purchaser in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Purchaser, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- iii.** Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
- iv.** The Tenderer, its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- v.** The Tenderer also accepts no liability of any nature whether resulting from negligence or otherwise, caused arising from reliance of any bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- vi.** The issue of this RFP does not imply that the Purchaser is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- vii.** The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

List of Definitions and Abbreviations

Definitions

- i. "BSDM" means Bihar Skill Development Mission
- ii. "Client" means the implementing agency of Call center i.e. the Bihar Skill Development Mission, a Society formed under Department of Labour Resources, Government of Bihar that signs the Contract for the Services with the selected Agency.
- iii. "Agency/Bidder" means the organization which is bidding for Selection of Service Provider/Agency for Setting up a Call Centre, Help Desk and Maintaining its Operations for Bihar Skill Development Mission (BSDM) under this RFP. The word Agency and Bidder wherever written should be read interchangeably.
- iv. "Contract" means a legally binding written agreement signed between the Client and the Agency and includes all the attached documents listed thereon.
- v. "Day" means a calendar day.
- vi. "Executives" & "Supervisor" means personnel to be deployed at call center and whose CVs will be shared and approved by BSDM before deployment. These personnel will be needed to be on the payroll of the Bidder.
- vii. "Registration" means a unique ID of a person whose name, address etc. are registered on BSDM portal.
- viii. "LOI" means the Letter of Invitation sent by the Client to the selected Agency.
- ix. "LOA" means the Letter sent by client to the selected Agency after the legal agreement. LOI and LOA may be used interchangeably.
- x. "Proposal/Bid" means the Technical Proposal and the Financial Proposal of the Agency in response to the RFP.
- xi. "Proposal due date" means the date of opening of the Technical bid.
- xii. "RFP" means the Request for Proposals prepared by the Client for the selection of Service Provider/Agency for Setting up a Call Centre, Help Desk and Maintaining its Operations for Bihar Skill Development Mission (BSDM).
- xiii. "Services" means the work to be performed by the Agency pursuant to the Contract.
- xiv. "TOR" (in RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Agency, and expected results and deliverables of the assignment.

Abbreviation	Particular
RFP	Request for Proposal
EMD	Earnest Money Deposit
FTP	Full Technical Proposal
LOA	Letter of Award
LOI	letter of Intent
GST	Goods and Services Tax
MOA	Memorandum of Association
OSP	Other Service provider
IVRS	Interactive Voice Response System
GSM	Global System for Mobile Communications
BPO	Business Process Outsourcing
QCBS	Quality and cost based selection
PRI	Primary Rate Interface
EPABX	Electronic Private Automatic Branch Exchange
CTI	Computer telephony integration
DTMF	Dual tone multi frequency

1. Conflict of Interest and Corrupt and Fraudulent Practices:

- A. The selected Agency shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Agency and its affiliates shall not engage in consulting activities that conflict with the interest of the BSDM under the contract. It should be the requirement of the consultancy contract that the Agency should provide professional, objective and impartial advice and at all times hold the BSDM interest paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to the BSDM, or that may place them in a position of being unable to carry out the assignment in the best interest of the client.
- B. The Agency has an obligation to disclose to BSDM any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

2. Corrupt and Fraudulent Practices:

BSDM will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, Agencies and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; For the purposes of this provision, the terms are set forth as follows:

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "Obstructive Practices" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to BSDM in order to materially impede an investigation into allegations of a corrupt, fraudulent, collusive or coercive practice; and or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3. Eligibility

It will be the Agency's responsibility to ensure that it meets the eligibility requirement as mentioned in this document.

4. Brief background of BSDM:

In Bihar a comprehensive and long-term strategy for skill development is being developed by the Government of Bihar. Accordingly, the Bihar Skill Development Mission (BSDM) has been constituted under the chairmanship of the Honorable Chief Minister with the vision to increase the capacity & capability of the system to deliver quality skill training and professional knowledge to the youth to enhance their employability and bridge the skill deficit with a view to meet the growing demand for skilled manpower.

4.1 Objectives of the Mission:

- To facilitate generation of adequate employment opportunities through a policy frame work.
- To encourage and facilitate skill training for youth of Bihar.
- To monitor generation of employment in different sectors.
- To facilitate launching of training programs for both uneducated and educated unemployed persons for up-gradation of their skills.

- To formulate area and trade specific strategies for maximizing employment opportunities on a sustainable basis in the State supported by private sector.
- To facilitate a coordinated approach in achieving the above objectives for maximizing the benefits over time and space and in reaching out the neediest sections of the population.
- Management of skill development agenda of the State of Bihar.

The interested bidders are strongly advised to visit the BSDM website www.skillmissionbihar.org for further details and knowledge about skill development programs and initiatives being implemented by Bihar Skill Development Mission.

5. Overall Scope of Work and objective of Setting up a Call Centre, Help Desk under Bihar Skill Development Mission (BSDM)

Objective

BSDM has established a state-wide network of more than 2,500 functional Skill Development Centers (SDCs) and approx. 1,30,000 number of candidates are getting skill training per day, with present annual capacity of more than 7,00,000 candidates per year. The skill development centers are running in each block of the states. The skill eco system also includes Trainers, Assessors, Industries, placement/HR agencies and other national and state level institutions and various departments of central and state govt.

Also, on account of the limited availability of employment opportunities in the State of Bihar, a lot of the placement opportunities coming up are outside the state and require the skilled candidates to migrate to various locations outside Bihar (Inter State Migration). The proposed call center may also help BSDM in facilitating the people of Bihar, to make an informed and supported migration, by providing telephonic counselling services in their area of concerns like documentation needs, availability and location of accommodation facilities, better job opportunities, post placement support, healthcare services, social/welfare entitlements, banking services, remittance policies, Placement tracking etc. and various other beneficial policies and training of state and central government announced time to time.

Hence to provide seamless support to all BSDM's stake holders, BSDM, invites proposals from established firms in the call centre industry for establishment and delivery of services of call centre to BSDM for the period of 01 years from the date of acceptance.

5.1 The overall scope of work can be covered under the following heads:

This project on turnkey basis would be understood to mean that the call centre Agency shall have the complete responsibility to design, establish, operate and maintain the complete setup at BSDM office and provide agent-based cost.

- Recruitment and Deployment of Manpower.
- Procurement of requisite hardware and software.
- Preparation of Operations Manual and Training of manpower.
- Call centre operation and maintenance.
- Quality Control and Escalation management.
- Collection and intelligent analysis of data collected. Minimum 02 analytical reports in a month shall be produced. Other reports on calling shall be produced as and when required.
- The call centre will handle inbound and outbound calls regarding the queries of migrant workers, skill development programs, Placement and post placement support, Placement tracking etc.
- Complaints - To create data base for logged complaints from various stages and generate ticket ID and send/forward to concerned authority for action.
- To provide Information with inbound /outbound to respective stakeholders about scheme.

- Call Centre communications has to be bilingual (Hindi and English).
- Minimum of two analytical reports shall be produced before CEO, BSDM in a month.
- A comprehensive dashboard for calls/grievance tracking and resolution along with infographics related to other assigned activities to also be designed, developed and managed by the agency along with necessary access managed user credentials.
- Ensure that all deliverables will be as per the pre-defined and approved/agreed SLAs.

5.2 Recruitment and Deployment of Manpower:

The bidder needs to provide manpower with below mentioned credentials: -

Position	Number of positions	Desired qualification	Desired experience
Supervisor / Data Analyst	01	Post Graduate in Economics/Statistics/Mathematics/ Computer Science/Data Science and well versed with Hindi and English	5 years or more in the call centre operations. Experience in Skilling/ manpower management or labour welfare will be preferred.
Call center executives	09	Graduate in any stream and well versed with Hindi and English	2 years or more in the call centre executive role. Experience in Skilling/ manpower management or labour welfare will be an added advantage.

5.3 Procurement of requisite hardware and software

The entire required infrastructure for operation of call centre as per BSDM requirements is to be arranged & managed by Agency.

The successful bidder shall provision the following to meet the organizational requirements:

- Any Physical and Technical infrastructure such as Servers, Storage, Printers, Fax, EPABX etc.
- Network Connectivity: Internet, LAN, Leased line connectivity to Data centre.
- Hardware/Software as required.
- Support infrastructure: Air-conditioner, Headsets, UPS, Generator, Desk-Chairs, etc. as required.
- Commission and map a Toll-Free number to the Call Centre Location at Patna (Bihar State) Payment for all the incoming and outgoing calls will be paid by Agency.

5.4 Preparation of Operations Manual and Training of manpower

BSDM expects the service provider to ensure an end-to-end process delivery by generating a ticket number for each unique query which can be forwarded to the back end as a link for further perusal and finally lead to the conclusion. Concerned Officer/Nodal Officer can view the remarks on the call centre application for every ticket number generated (all subsequent responses will be shown in thread to a particular ticket number). At different stages of process (ticket generation and resolution), system will send an automated message to the caller number with details of ticket (number, expected time of resolution etc.) In order to achieve this, service provider is expected to create a process for each and every activity to be offered through the call centre and to link it to concerned person/sections involved at the back-end processing.

As part of the manual the Agency needs to create the following:

- To create a database of Frequently Asked Questions, different types of complaint and their solution for ready reference.
- Training to the agents on any specific aspects must be provided by the selected agency in consultation with the BSDM at the call centre premises. The selected agency will be responsible for developing all kind of training materials/ modules to train their call centre executive from time to time.
- Training like soft skills training, technical training on general applications provided which are not related to the functionality of the process and client application would have to provide by the selected agency.

5.5 Call Flow

a) Inbound Call Flow

- Caller calls in via a Toll-Free number,
- Callers will be provided language options (Hindi and English).
- After language selection the caller speaks to an executive, if some information is required, it is provided or/and his complaint is registered with the relevant details.
- Complaint number will be provided for all types of complaints.
- The complaint will be recorded in the CRM and will be forwarded to concerned authorities for their necessary actions.

b) Outbound Call Flow

- Personalized outbound calls / automated calls will be made through software via call center.
- Caller will provide language options (Hindi regional dialect and English) in case of personalized calls.
- Automated calls will be made in Hindi language only for better outreach and understanding.
- Calls will be made for passing information to the stakeholders regarding Events/ announcements/ job fairs/ special drives/ initiatives etc.
- IVR implementation will be as per requirement and standard rules and regulations.
- Collect feedback from stakeholders on regular basis/ as and when mandated by BSDM.
- Telephonic assistance to the registered migrated population of Bihar

C) Applicable for both types of calls

- MIS reports for the inbound/outbound calls will be provided to BSDM.
- Dashboard for all inbound/outbound calls will be maintained and available to all concerned BSDM officials/stakeholders.

5.6 Other Salient points related to scope of work

- **Single Contact number:** The Agency should design, create, launch and manage a “Single Contact Number” for the facilitation and prompt redressal of queries and grievances for BSDM.
- **Reaching the helpline service:** Any citizen of Bihar seeking helpline services shall be able to reach the call centre by phone. The call centre must be able to support in Hindi, and English languages. The Helpline should be accessible from all privately and PSU operated landline/mobile telephone lines.
- **Reception of calls:** In order to receive the calls, dedicated and trained manpower is the key requirement. People who are well acquainted with the subject should receive the calls, record the call details and provide the response instantaneously. The persons who receive the calls not only have to be conversant with the subject but also be courteous and patient and must endeavor to satisfy the citizen,
- **Database:** A database of all the call information will be created. This database will be used in future to identify the citizen and also to maintain the records of the nature of complaints, severity levels and various other analytics to be carried by the regulatory or any third party to make this service more effective.

- **Security through passwords:** All functions, records and data files should be protected. The security codes should grant or deny access according to assigned security levels. Before entering into system, each agent should enter a valid user ID, biometric, proximity card and password. Once validated, the agent should be granted access to only those functions permitted within the prescribed security level,
- **Recording:** All calls are to be recorded and stored for a period of 60 days on same server and archive for 60 months (secondary storage server), Setting up and Maintenance of the required infrastructure for recording and storing the audio files along with the storage of audio files shall be the responsibility of the selected agency.
- **Immediate Acknowledgement of receipt of Complaint/Grievance:** When the complaint is registered, immediately it is given a unique number (Token Number) and automatically acknowledgement receipt with all details will be sent to the concerned authorities through email and SMS within 4 Hours of the receipt of the complaint. This number can be the reference used for all future communications and feedback.
- **Accountability & Transparency:** Once the grievance has been received by department, the concerned officer looks into the merit of the complaint and forwards the same for action in case collaborative effort to solve the case is required or directly takes the action.
- **Tracking & Escalation:** Once the matter has been marked to the concerned officer for action, it is tracked till the necessary actions are taken. If the complaint is not acted upon within the specified timeframe, the senior officer gets a notification either by email or through outbound calls (Issue Escalation). The officer who is supposed to take action on the complaint will also get reminders via email/ call before the issue gets escalated. This ensures the accountability of all persons in the chain,
- **Confirmation calls/ mails:** Once the necessary actions have been taken, complainant gets the call / SMS confirmation containing the details of the complaint and related actions taken.
- **Report Generation:** Automatically generates reports as may be required by the department including as to which issues are pending.
- **Dashboard:** Comprehensive dashboards for all types of calls, their status and responses to be developed with process access management and infographic representation.
- **Conference call:** Inbound / Outbound calls will be made if required for better counselling with district/ state authorities.

5.7 Quality Control and Escalation management

A daily/weekly/monthly report shall be submitted for monitoring of the Helpline system to find out the quality of performance of the system and the level of satisfaction of the users of the Helpline, an index of satisfaction of callers may be developed and used to evaluate -wise the working of the Helpline system.

Agency should provide a detailed escalation management and quality control plan. All reports should be available online as per frequency decided at the inception period and hard copies of consolidated report to be submitted on monthly basis.

5.8 Reporting

The call centre solution shall provide for extensive reporting capabilities. The user interface for reporting tools shall be online and GUI based. The system shall generate various statistical reports (hourly, daily, monthly), based on Call completion of agent position/groups.

The call centre Agency shall provide advanced analytics and dashboards in electronic format which is end- user specific, periodic (daily, weekly, monthly and quarterly),

An indicative list of reports needed to be supported includes:

- Reports to provide evidence of all SLAs
- Average time taken to answer the call serviced through Agents
- Maximum time in queue for each type of service & Longest Delay before being answered
- Average holding time, agent & service wise
- Number of calls abandoned for a defined time period & Abandoned Call Rate
- Number of calls answered for a defined time period & Average Talk Time
- Number of calls made for a defined time period
- Total number of calls landed in the system, offered to the agents, answered by the agents within norms, abandoned by the caller, for a given user defined period.

- Average and total number of calls in a queue
- Average and total number of unanswered calls
- Agent activity reports, both real-time and historical
- Average and total number of free agents
- Average and total call duration for different agents
- Average and total queuing time
- After Call Work (Wrap Up)
- Root cause analysis of most frequent queries / complaints
- Resolution ratio with respect to total complains
- Daily pendency report
- Outbound call success rate report
- Geographical and demographical (District, Block and Panchayat wise) report of outbound and inbound calls
- Category wise pending (Critical average not important)
- Outbound call conversion ratio with follow up intervention report.
- Intuitive and informative dashboard for concerned stakeholders.

The Agency will provide customized reports as and when demanded by BSDM. The reporting tool shall be capable of exporting report details into various formats such as MS Excel, MS Word etc.

5.9 General Terms related to scope of work

5.9.1 Call Centre Services

BSDM reserves the right to amend the service list as per his requirement by forwarding an intimation letter to the selected agency. The selected bidder must prepare and submit the formal process manuals for providing each of the services. In case BSDM finds the processes drafted to be contrary to the department's policies and procedures, the selected agency will modify or create a new process to ensure compliance.

5.9.2 Key stakeholders

- General Public
- Candidates undergoing training, prospective candidates or trained candidates
- Training Service Providers
- Trainers & Assessors
- National or State level agencies like NSDC, Sector Skill Councils etc.
- Industries, Employers, Business Houses
- HR/Placement Agencies, Job aggregators.
- Inter and intra state migrant workers.
- Various departments of Govt. of Bihar, etc.

5.9.3 Channels

- Incoming voice, Outgoing Voice, Email, Chat on BSDM Portal, Social Media and other channels as required by the authority in future.

5.9.4 Nature of calls

- Addressing technical and general queries regarding services provided by BSDM and skill ecosystem.
- Seeking feedback (Training quality feedback or other) from all stake holders from time to time.
- Handling Complaints / Requests/ Suggestions from Stakeholders / Candidates.
- Outgoing calls to follow-up on the closure of the trouble tickets with respective stakeholders (if ticket system also in place)
- Placement Tracking Calls, Follow-up and Feedback Calls

- Support calls to all stake holders of BSDM and Labour Dept. Govt of Bihar (as and when required)
- Support calls to the inter and interstate migrant workers.
- Outbound campaign

5.9.5 Language Support

The call centre shall be able to support in Hindi and English.

5.9.6 Operational Days

The Call Centre will operate in shift (of 12 hours) from 08.00 am to 08:00 pm., Seven days a week. However, in case of exigency, authorities may require it to work for 24 hours and on all days, it is bidder's responsibility to ensure agent availability for the time period mentioned (100% availability of agent for the operational time mentioned). BSDM reserves the right to increase/decrease the agents' strength depending upon the requirement of the various schemes and call load from time to time.

5.9.7 Quality Management

The Respondent will deploy exclusively quality management team at centralized level which will be continuously audit the systems and procedures of operation and management of the Call Centre. This team will also suggest systems to improve the rating against SLA parameters. The Respondent will present information about its internal audit and quality assurance practices in all areas of operation, including human resources in periodical review meetings.

BSDM authorized resources will inspect/audit the call centre facility any time with or without notice to the Respondent.

BSDM authorized resources will inspect the procedures, review of agents etc.

6. Infrastructure

6.1 Technical Infrastructure

6.1.1 Call Centre Technology

The Agency is expected to deploy the latest technology in the proposed Call Centre solution.

6.1.2 Auto Dialer

A predicative/Preventive/Manual dialer for outbound calls would be required; it should also be able to support specific programs if being run for the target segment, dialer must be capable to route the call while choosing option by citizen to speak with agent in IVR.

For transparency & citizen satisfaction, at different stages (ticket generation, complaint resolution) of compliant disposal, system will send an automated message to the caller number with details of ticket (number, expected time of resolution etc.) and the resolution if any.

6.1.3 Computer Telephony Integration (CTI)

The IVR shall be able to link ACD, IVR, call recording etc. to information held on a CRM database about the inbound caller.

It should be able to support the following information messages and options that are related to voice callers while they are waiting in queues or put on hold by the call centre CCEs:

- Any Specific message requirement given by the BSDM/ Other Departments engaged in Skill Development
- Music
- Any Information related to special campaigns/ targeted calling of BSDM/ Other Departments engaged in Skill Development
- It should transfer relevant information about the individual caller and the IVR dialog from the IVR to the CCE desktop using a screen pop based on CLI (Caller Line Identification)/ANI (Automatic Number integration)/DNIS (Dialed Number identification sequence) when caller gets connected.

- It should be suitably integrated with CRM and other communication media (phone /email/SMS) to send/receive data which needs to be populated on CCE screen and must also update the IVRS usage details into the CRM as the caller traverses through the IVRS and reaches the CCE.

CTI should perform following functions including but not limited to:

- It indicates that the call has entered the setup phase
- Call is connected or delivered to CCE when the call starts ringing
- Call establishes when call is answered
- Call is cleared when the voice connection is terminated
- Call is completely ended when the logical call appearance (including call data) is complete
- Call can be moved from the active to held state or the call is removed from hold
- Call can be transferred to another CCE or Team Leader (escalation of call)
- IVRS solution should have capability to transfer the internal and external calls
- Category wise pendency (Critical average not important)

6.1.4 Interactive Voice Response System (IVRS)

- When a call lands on the CCA system, the caller should be greeted with a pre-recorded welcome note in Hindi/English/ regional language.
- It should support voice and DTMF (touch tone shortcuts that can be used in sequence) signaling based menu service, Caller can access the information more quickly or opt to talk to CCE, without having to “drill down” through the menu structure with every call.
- It should change the IVR route based on the language selected (If required).
- It should retrieve CCE availability from Automatic Call Distribution and announce to the caller the expected wait time to talk to an available CCE.

6.1.5 Voice Logger

The system should record voice conversation between CCE and Citizen. The call centre should have facility to record, replay and monitor all calls for a period of at least 1 years.

Also, recording solution should log at least the following information:

- Date/ Time
- Call Duration
- CCE ID
- Caller Number
- Service Request Number
- Number Dialed for Inbound/Outbound Calls
- Call Rejection status by CCE/ Citizen
- Inbound/Outbound Identifier - System Generated

The CCE ID and call record should be linked to the recorded query. The recorded query can be viewed & listened by CCE/ Auditor but cannot be modified.

The system should also record the Inbound/outbound communication of CCE and the caller at the time of providing answer and Information in the Trainee/other queries and should be supported for retrieval & playback on the basis of following:

- Date/ Time
- CCE ID
- Service Request Number
- Caller Mobile Number

Basic information about every caller should be recorded and stored in a database by CCE. This database shall be updated every time a new caller calls up.

6.1.6 Dashboard

A Comprehensive dashboard to be designed and developed with proper access management features for concerned stakeholders. The Dashboard will have features like infographics, drill down elements, selective / filtered view etc. across aspects covering (but not limited to):

- Call / complain logging
- Response related status
- SLA adherence
- District wise scenario
- Personnel based scenario
- Nature of complain based scenario
- State level statistics

6.2 Physical Infrastructure

The entire required infrastructure for operation of call center as per BSDM requirements is to be arranged and managed by the selected agency. At initial phase the setup will be for a ten-seater call center and additional manpower can be recruited and infrastructure can be expanded as per the requirement of BSDM. BSDM will provide vacant office space to setup call center in BSDM premises. The premises will be available for the agency only upto the manpower strength of twenty-seater call center and the agency would have to vacate the BSDM premises and arrange office space somewhere else in Patna, whenever the call center manpower strength crossed the threshold of twenty.

The successful bidder shall at least provision the following to meet the purpose and requirement:

- Any physical infrastructure such as Servers, storage, printers, Fax, EPABX etc.
- Proper network connectivity like internet, LAN, Leased line connectivity to data center etc.
- BPO hardware as per the requirement and compatibility.
- Support infrastructure like Air conditioner, headset, UPS, Generator, office furniture etc. as required.
- System and telecom infrastructure to ensure the uptime SLA is met.

7. Proposed manpower structure of Call center- Role & Responsibility

The following table presents designation wise key roles & responsibilities of the resource personnel to be deployed at the Call Center

Designation	Role & Responsibility
Supervisor / Data Analyst	<ul style="list-style-type: none">• Facilitating meetings with BSDM to discuss performance issues and provide feedback on progress.• Managing employee performance, including conducting performance evaluations and providing feedback to employees.• Managing work schedules and overtime hours for the team, making sure that all shifts are covered.• Conducting training sessions to help employees improve their skills and learn new processes.• Reviewing incoming calls to determine how best to respond to inquiries of the caller.• Scheduling meetings to discuss requirement or concerns with line departments.• Monitoring call center activity to identify opportunities for improvement or resolve problems in real time.• Developing and implementing new training programs as needed to support departmental goals.• Submit reports on time and as per the requirement of BSDM.

Call Center Executives	<ul style="list-style-type: none"> • Manage large amounts of inbound and outbound calls in a timely manner • Follow communication “scripts” when handling different topics • Identify callers’ needs, clarify information, research every issue and provide solutions and/or alternatives • Seize opportunities to provide fruitful solutions when they arise • Build sustainable relationships and engage callers by taking the extra mile • Keep records of all conversations in our call center database in a comprehensible way • Frequently attend meetings and workshops to improve knowledge and performance level • Meet personal/team qualitative and quantitative targets as per the specifications of BSDM
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8. Important Terms and Provisions

A. Preparation of Proposals

1. General Considerations

- 1.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 1.2 Sub-Contracting: - Agency shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization.

2. Cost of Preparation of Proposal

The Agency shall bear all costs associated with the preparation and submission of its Proposal, and BSDM shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. BSDM is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.

3. Language

The Proposal, as well as all correspondence and documents shall be written in English Language Only.

4. Documents comprising the proposal

The Proposal shall comprise all the Tech Forms and supporting and has to be properly scanned and uploaded on e-proc portal.

5. Proposal Validity

- 5.1 The Agency’s Proposal must remain valid for at least 120 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as non-responsive bid.
- 5.2 In exceptional circumstances, prior to the expiration of the bid validity period, the BSDM may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
- 5.3 Extension of Validity Period: -BSDM will make its best effort to complete the processing within the proposal’s validity period. However, should the need arise, BSDM may request, in writing, all Agency who submitted Proposals prior to the submission deadline to extend the Proposal’s validity.

5.4 The project duration will be for a period of 12 months. However, the project duration/ contract period may further be extended upon mutual agreement of both parties subject to the same terms and conditions and on the basis of the rate card as in Financial Bid with a 3% yearly escalation clause.

5.5 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

6 Clarification and Amendment of “RFP”

6.1 The Agency may request a clarification on any part of the RFP before or during the pre-bid meeting only, post which the clarifications will not be entertained. Should the Client deem it necessary to amend the RFP as a result of a clarification sought or on its own, it shall do so following the procedure described below:

6.2 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment and post the same on the website. The Agencies in their own interest are requested to visit the website regularly during the tender currency period.

6.3 If the amendment/s is substantial, the Client may extend the proposal submission deadline to give the Agencies reasonable time to take the amendment/s into account in their Proposals.

6.4 Clarification on submitted bids may be asked by BSDM: To assist in the examination, evaluation and comparison of Bids, BSDM at its discretion, may ask the Bidder for clarification(s) regarding its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted during the process of seeking clarifications.

7 **Preparation of Proposals – Specific Considerations:** - The Agency shall prepare its proposal as per the provisions of RFP.

8 Technical Proposal Format and Content

Technical Proposal shall not include any financial bid information. Technical Proposal containing financial bid information shall be declared non-responsive. All Technical Bid Documents should be properly scanned, arranged, and uploaded on portal. The Agency is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.

NO Hard Copy of any Documents:

The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder 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 (<https://www.eproc.bihar.gov.in>). This will be bidder’s sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.

❖ BSDM shall carry out the evaluation solely based on the uploaded certificates/documents in the e-Procurement system.

❖ BSDM will notify the bidders for submission of original hardcopies of the uploaded documents, if required.

The bidder shall sign on the supporting statements, documents, certificates and on being 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.

Conditional Bids shall be out-rightly rejected.

9 Financial Proposal

The Financial Proposal shall be prepared using the online financial bid format only. The details and conditions of Financial Bid is provided in Form Fin-1 of the RFP.

No Hard copy submission. Submission through e-proc portal only.

Format of financial bid as shown in this RFP is for reference only and not to be filled or scanned.

Bidders will have to fill online financial bid format only.

9.1 Price Adjustment /Escalation: - A yearly price escalation of 03% will be allowed on the quoted rates for each of the item mentioned under financial bid.

9.2 Taxes: - The Financial Proposal shall be inclusive of all taxes, levies and statutory liabilities except GST. GST at applicable rates will be paid extra by the client. Tax deductions at source wherever applicable will be deducted by the Client. If there would be any increase or decrease in the taxes (direct/indirect/local), levies, duties, and fee etc. whatsoever, and other charges during tenure of contract, the financial burden of the same shall be borne by the bidder except GST. If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, BSDM shall use its best efforts to enable the successful/selected bidder to benefit from any such tax savings to the maximum allowable extent.

B. Submission, Opening and Evaluation

10 Submission of Proposal

No Hard Copy submission. Submission through e-proc Portal Only.

11 Confidentiality

11.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

11.2 Any attempt by shortlisted agencies or anyone on behalf of the agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

11.3 Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if an Agency wishes to contact client on any matter related to the selection process, it should do so only in writing.

12 Opening of Proposals: - Through e-proc as per schedule.

13 Proposal Evaluation: - The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the valuation on the basis of the uploaded Technical and Financial Proposals. However, BSDM may seek clarification on the information.

Please note that any scanning and then up-loading of financial bid is strictly prohibited. The financial bid format shared under this RFP is for reference only. The financial bid will have to be submitted as per standard on-line format (E-proc) only.

14 Evaluation of Technical Proposals: - The Client's evaluation committee shall evaluate to validate the adherence to the Eligibility Criteria given in **Evaluation of Bids section**. Bids which are found to be meeting or exceeding the Essential Qualification criteria shall be considered as responsive and eligible for Technical Evaluation. The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Evaluation of Bids section**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Evaluation of Bids section**

15 Opening of Financial Proposals: - Post Completion of Technical Evaluation, through e-proc portal.

16 Correction of Errors: - Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the proposal. BSDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

17 Combined Quality and Cost Evaluation: - In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Evaluation of Bids section. The Agency achieving the highest combined technical and financial score may be invited for negotiations and award.

C. Negotiation and Award:

18 As per the peculiarity of the assignment, the negotiations may be held at the date and address indicated in the Evaluation of Bids section with the Agency's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.

The Client shall prepare minutes of negotiations that are signed by the Client and the Agency's authorized representative.

The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Agency's authorized representative.

If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.

19 Award of Contract: - After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 30 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted agencies. Failure to comply required eligibility in stipulated period, BSDM will be at liberty to invite next qualified bidder for the award of the project.

D. Performance Guarantee

20 Performance Guarantee (PG)

20.1 Within 30 days from the date of the Letter of Invitation (LOI) from BSDM, the successful Agency company/firm shall furnish the Performance Guarantee (PG) of an amount equal to 5% of its total value of the contract, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment.

20.2 The PG submitted will be for 12 months. However, in case of an extension of the project, the above performance guarantee will have to be renewed for the extended period of the project.

20.3 Refund of PG: The PG shall be refunded after six months from the date of successful completion of the assignment.

20.4 Forfeiture of PG: PG shall be forfeited in the following cases:

- When any terms and condition of the contract is breached.
- When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

20.5 Format of Performance Guarantee (PG) and Agreement: These will be shared at the time of issuance of LOI.

21 Earnest Money Deposit

21.1 Every bidder participating in the bidding process must furnish the required earnest money deposit and in the form as specified in the Notice Inviting RFP.

21.2 Refund of EMD: The EMD of unsuccessful bidders shall be refunded soon after final acceptance of bid and award of contract. EMD of Successful Bidder: EMD of the successful bidder will be returned on submission of the Performance Guarantee as mentioned in the RFP.

21.3 Forfeiture of EMD: The EMD taken from the bidder shall be forfeited in the following cases:

- When the bidder withdraws or modifies his bid proposal after opening of bids.
- When the bidder does not execute the agreement after placement of order within the specified time.
- When the bidder does not deposit the required Performance guarantee.
- After the issuance of Letter of Award/ work order.

E. Service commencement deadline, SLAs, Penalty and Payment Terms

22 Commencement of Services:

The date for the commencement of services is within 30 calendar days of contract signing and shall complete the deployment of the entire work force within 60 days of the contract signing.

23 List of SLAs and Measurement System: -

S N	SLA	Definition	Measurement Interval	Reporting Period	Target
1	System Uptime (Voice Response available to Citizen)	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 8-hour, 7 days/week. For example, if the system was down for 2 hours in October or up for 206 hours; uptime will be $[\{206 / (26 \text{ days} \times 8 \text{ hours})\} \times 100] = 99.04 \%$	Monthly	Monthly	$\geq 97\%$
2	Average Speed to Answer	This is the Percentage of calls that are answered by the call centre operators within a specified time period.	Monthly	Monthly	$> 80 \%$ of the Calls Answered in 20 seconds
3	Call abandon rate (unanswered call)	This measures % of calls that requested for an agent but gets disconnected before being answered by the agent. (Only calls that get disconnected after 30 seconds from transfer from Automatic Call Distributor (ACD) will be considered for computation of the SLA.)	Monthly	Monthly	Less than 5 %
4	Average Handle time	This is a measure that refers to how long it takes to manage a call. AHT shall be calculated as the sum of the average talk time, hold time and wrap time.	Monthly	Monthly	Less than 300 seconds
5	Average Hold	This is measures that refers to how long does the agent keep the caller on Hold for any reason	Monthly	Monthly	Less than 30 seconds

24 Penalty

24.1 Penalty for delayed implementation

The successful bidder must strictly adhere to the delivery dates as indicated in this RFP for operation of the proposed Call Centre. Failure to meet the delivery dates, unless it is due to reasons entirely attributable to BSDM, may constitute a material breach of the Bidder's performance.

A deterrent for delays during implementation, BSDM may levy penalties for delays attributable to the successful bidder. The reason like non-familiarity with the site conditions, will not be considered as a reason for delay in meeting the delivery date (as specified in scope of work) from the date of work order

Delay	Penalty
Upto 10 days	0.5 % of project outflow for 1 st year
10 days to 20 days	2%
20 days to 25 days	2%
25 days to 30 days	3%
+ 30 days	4%

A cap of 4% of the Projected Outflow would be reserved as penalties against any delay in meeting milestones.

24.2 Penalty on non-compliances of SLAs

- The service provider shall obtain report in terms of satisfactory/ unsatisfactory from the designated reporting officer for a period ending 25th day of each month.
- In case of unsatisfactory report of 10 % of the personal deployed, a deduction of 1 % of the monthly bill shall be made.
- In case of unsatisfactory report of 20 % of the personal deployed, a deduction of 3 % of the monthly bill shall be made.
- In case of unsatisfactory report of 40 % of the personal deployed, a deduction of 5 % of the monthly bill shall be made and the agency shall be given a notice for termination of contract. If service is not improved, the agreement shall be terminated.

24.3 Penalty on delay in resource replacement

BSDM shall carry out a review of the performance of each resource every month, quarter and also on annual basis. BSDM shall have the right to recommend replacement of the services of a resource person based on the performance review and shall direct the Agency to replace the resource. If the behavior of any resource of the Bidder is not up to the satisfaction of the BSDM or any such staff misbehaves with any stakeholder/s of the BSDM during the performance of given assignment, the Bidder will remove such resource without expressing any objection to the BSDM in any manner. The resource shall be replaced within 45 days of such recommendation. The replaced resource person shall have the same or higher qualification. Failure to replace the resource person under the above-mentioned circumstances shall lead to an imposition of penalty equivalent to 30% of the remuneration payable to the resource for the period the resource is not made available.

24.4 Penalty on non-acceptable absenteeism

Payment of monthly invoice is deliverable based not attendance based although in order to achieve the organizational goal it's expected that minimum 80% of aggregated attendance of all the resource persons at the call center is maintained and reported as part of the Performance Reports Monthly. Any absenteeism other than for valid reasons (submitted & approved either before the leave or at most 5 days of leave) beyond 5 days, BSDM will have the right to deduction of Rs.2000 per day for the resource in addition to the deduction of honorarium payable for the period of absence. This will be calculated on a monthly basis and the amount will be deducted from the Monthly Payments.

25 Payment Schedule

Agency will follow a monthly invoicing process. The type of reports/ deliverables format will be finalized at project inception. For practical purposes, payment will be treated as on deliverables based and not attendance based. Though agency will be required to submit attendance with their invoice. All the deliverables for the month will be submitted as per the timelines as per the Deliverables mentioned

in RFP or as will mutually agree upon during the project inception stage.

The consolidated monthly invoice will be generated and submitted on the last working day of the month to the BSDM.

The deliverables & the monthly invoice will be assessed and if there is no objection in terms of performance, deliverable, reports and invoice value, is raised in 15 days from the invoice date by the BSDM, the invoice and the deliverables will be deemed accepted by the BSDM, and will be good for payment. BSDM will then pay to Agency in next 15 days.

26 Information Security and 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 Call 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 log including date, time, terminal number of each operation, done by every user/group and the separate log should be maintained.
- Anti-virus system and personal firewall 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 call Centre's systems shall also be encrypted using enterprise grade resources.
- All data and information collected and accessed by the call centre shall be owned by the BSDM and shall not be used for any other purpose than for delivering the services as mentioned earlier.
- The BSDM reserves the right to appoint third parties to audit information security procedures, processes, systems put in place by the call centre at any time without giving prior notice.
- The call 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 department out of Call Centre premises without prior written permission from the BSDM.
- The Call Centre shall acknowledge that all data and other proprietary information or materials, whether developed by BSDM or being used by BSDM pursuant to a license agreement with a third party (the foregoing collectively referred to herein as — proprietary information) are confidential; and call 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 call centre to protect its own proprietary information. Call centre may come into possession of such proprietary information, even though call 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. Call centre shall use such information only for the purpose of performing the said services.
- Call centre shall, upon termination of this agreement for any reason, or upon demand by BSDM, whichever is earliest, return any and all information provided to call centre BSDM and gathered during the entire engagement period, including any copies or reproductions, both hardcopy and electronic.

F. Other Terms and Conditions

27 Interpretation

If the context so requires it, singular means plural and vice versa.

- **Entire Agreement:** The Contract constitutes the entire agreement between the BSDM and the Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- **Amendment:** No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- **Non-waiver:** Subject to the condition below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- **Severability:** If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

28 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State and under the jurisdiction of Patna Court.

29 Force Majeure

29.1 Definition

- For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably. Have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder
- Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder
- The Force Majeure would be applied to Patna Districts which have been so stated by Director, BSDM in writing; is part of Government of Bihar directives and is agreed by Agency.
- BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

29.2 No breach of Agreement

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Agency shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it's delays in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

29.3 Measures to be taken

- A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

29.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such actions a result of Force Majeure.

29.5 Payments

In the event of Force Majeure is applied to the Patna District of Bihar, then BSDM will continue to follow the payment schedule by giving concession to Agency of non-submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.

29.6 Consultation

Not later than thirty (30) days after the Agency has, as the result of an event of, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

30 Change Orders and Contract Amendments

- 30.1** The BSDM may increase or decrease the quantum of personnel to be deployed as estimated in this bid document to the extent of 75%. The increase or decrease in the contract value shall be calculated on the basis of the rate card as in Financial Bid. However, BSDM reserves the right to further increase or decrease the number of resources deployed according to the availability of budget for skill development.
- 30.2** BSDM may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.
- 30.3** If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the BSDM's order. The rate-contract enclosed in the Financial Bid (proportionately escalated) will be used to calculate the cost of the additional work/ change request.

30.4 This Rate-Card will be valid for the period of the contract (12 months) and will have 3% price escalation for each year after the end of the contract period mentioned in the BID.

31 Termination Clauses

31.1 Termination for Default

- BSDM may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach:
- If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BSDM; or
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgment of the BSDM, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the selected bidder commits breach of any condition of the contract
- If BSDM terminates the contract in whole or in part, amount of PG may be forfeited. The decision of CEO, BSDM will be final and conclusive in this regard.

31.2 Termination for Insolvency

BSDM may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BSDM.

31.3 Termination for Convenience

- BSDM, by a written notice of at least 60 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for BSDM's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- In such case, BSDM will pay for all the pending invoices as well as the work done till that date by the Agency.
- In addition to above clause, BSDM will compensate the Agency with 30 days of Fee (Remunerations).
- Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected bidder shall not be liable to the other here under or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

31.4 Termination by BSDM

BSDM may at any time terminate the Contract by giving a written notice of at least thirty (30) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if :

- ❖ The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt

of such notice of suspension or within such further period as the BSDM may have subsequently granted in writing.

- ❖ The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- ❖ The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- ❖ The Agency submits to the BSDM a statement which has a material effect on the rights, obligations or interests of the BSDM and which the Agency knows to be false.
- ❖ Any document, information, data or statement submitted by the Agency in its Proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading.
- ❖ As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- ❖ If the BSDM would like to terminate the contract for reasons not attributable to the Agency performance, they will need to clear all invoices for the agency services up to the date of their notice along with 1-month fee/pro-rata fee out of the project fee.
- ❖ If the BSDM would like to terminate the contract for reasons attributable related to the Agency performance, the government will give a rectification notice for 3 months to agency in writing with specific observations and instructions.

31.5 Termination by Agency

- The Agency may, by not less than six (06) month written notice to the BSDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The BSDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently agreed in writing) following the receipt by the BSDM of the Agency's notice specifying such breach;
- If there are more than 2 un-paid invoices and BSDM fails to remedy the same within 45 days of the submission of the last un-paid invoice.
- As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- The BSDM fails to comply with any final decision reached as a result of arbitration.

31.6 Payment upon Termination

Upon termination of this Agreement all pending payments due till the date of the termination of the contract will be made by BSDM to the Agency within 30 days of the contract termination.

31.7 Suspension

The BSDM may, by written notice of suspension to the Agency, without any obligation (financial or otherwise) suspend all the payments to the Agency here under if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension shall specify the nature of the breach or failure, and Shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

32 Cessation of rights and obligations

Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration, the obligation of confidentiality set forth in RFP.

32.1 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

33 Responsibilities of the BSDM

- Issuance of various government orders/policy amendments as per requirement of the project.
- Assigning of relevant officials as per project need.
- Will help in resolution of problems and disputes arising.
- Timely payments to the Agency.
- Facilitate coordination with Placement Agencies/ Certification Agencies/ and other service provider and stakeholders.
- Overall monitoring and supervision of the Call Center operations.

34 Disputes Resolution

34.1 Amicable Settlement- The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred to BSDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.

34.2 Arbitration

In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by BSDM and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

34.3 Statutory provisions under Labour laws

The bidder shall comply with all the statutory provisions as laid down under various labour laws/ acts/ rules like Minimum Wages, Provident Funds, ESI, Bonus, Gratuity, Contract labour act and other labour laws/ acts/ rules in force from time to time at his own cost. In case of violation of any such statutory provisions under labour laws or any other law applicable by the bidder, there will not be any liability on the Bihar Skill Development Mission, Labour Resources Department, Government of Bihar, Patna.

34.4 Disqualification

The bid is liable to be disqualified if:

- Not submitted/ uploaded in accordance with this document.
- During validity of the bid or its extended period, if any, the bidder increases his quoted prices. During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Bid uploaded in incomplete form or not accompanied by bid security amount/all requisite documents.
- Bid received after due date and time.
- Bidder submits conditional bids.
- Bidder indulges in canvassing in any form to win the contract.
- Bidder sub-contracts any part of the project to or employs the goods or services of any of the parties having interest in the project.

9. Evaluation process and Eligibility Criteria:

9.1 Evaluation Process

The Tender committee of BSDM will **evaluate the RFP in three stages** as per following:

- The committee will first undertake the evaluation of the preliminary eligibility criteria and along with reference to completeness of the proposals and whether the proposals are generally in order. Proposals found to be non-responsive for any reason or not meeting the minimum eligibility criteria, as specified in this RFP will be rejected and not included for further Technical and Financial evaluation.
- The committee will then undertake a detailed Technical Evaluation of the technical proposals based on their responsiveness to the evaluation criteria, sub criteria, etc.
- Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the Quality and cost based selection Method, the selection of the successful bidder will be done.

9.2 Preliminary Eligibility Criteria

SN	Eligibility Criteria	Documentary Evidence
1	The agency should be a company registered under Companies Act / Registered Society or Trust / Autonomous Body / Any state or multi state cooperative societies / Registered Firm / Firm registered under Limited Liability Partnership Act (LLP) / Proprietorship / Partnership firm in existence for the last 5 years before the last date of submission. The bidder should have valid Other service providers (OSP) License from DOT.	Certificate of Incorporation / registration/ memorandum/ article under relevant act, OSP License for domestic calling.
2	Bidder should have minimum average annual turnover of Indian Rupees 2 crores during any three financial years out of FY 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23 and should have a positive net worth.	CA Certificate and Audited Financial Statements. (Both documents are mandatory)- Annexure-II
3	The Agency should have been in business of Call Centre /BPO /Call center service provider related to skill development programs/ migration support. The Call centre must have existing Inbound / Outbound call services to a Central Government or any State Government or any private organization in India / abroad with minimum 10 Agents at single location in IVRS/GSM gateway pattern.	CA Certificate and work order / contract / performance certificate. (Both documents are mandatory)- Annexure-IV
4	The agency should have a valid PAN and GST Registration in India	Copy of PAN card and GST Registration certificate
5	The bidder should not have been blacklisted or debar by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.	A Notarized Affidavit as per Annexure I

*Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.

9.3 Technical Evaluation (Technical Score- ST)

S N	Criteria	Basis for Evaluation	Max Marks	Supporting Documents
1	Turnover	Average Annual Turnover for in the past three financial year out of last 5 years (2018-19, 2019-20,2020-21, 2021-22, 2022-23) Turnover INR 2 Crore to 5 Crore = 12 marks >5 Crore to 10 Crore =16 marks >10 Crore =20 marks	20	CA Certificate and Audited Financial Statements.
2	Quality of Service	ISO Certification ISO 9001:5 Marks ISO 27001: 5 Marks	10	Valid ISO Certificates.
3	Number of Employees	50-75: 2 Marks 75-100: 6 Marks 100 +: 10 Marks	10	Letter from HR certifying number of Call centre operators in 2021-22 and 2022-23.
4	Company Incorporation	If the Company/ Organization is in IT & ITES/ Call Centre Business / Relevant industry for: =5 Years: 5 Marks > 5 but <= 7 Years: 10 Marks > 7 Years: 15 Marks	15	Submit Proof
5	Call Centre Services	No. of project in operation: 2 Marks per Project up to max: 20 Marks	20	CA Certificate and work order / contract / performance certificate.
6	Technical Presentation	Presentation to BSDM on the: •Proposed solution, adherence to standards, approach and methodology, work plan, resource deployment plan, understanding and ability to meet deliverables/ timelines to address the scope of work in the RFP (20 marks) •Availability qualified personnel (5 marks)	25	
Total Marks			100	

The bidders will be called for a detailed presentation on each of the above criteria, at a date and time provided by BSDM, in order to facilitate a comprehensive evaluation of their respective proposals. In case of non-attendance of bidders in the presentation, the bid shall be given '0' (zero) marks on technical evaluation.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Preliminary Eligibility Criteria and score at least 60 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.

9.4 Financial Bid Evaluation: (Quality and cost based Selection)

The bidder who will qualify the General and Technical Bid criteria will be eligible for Financial Bid opening. Financial bid will be submitted by the bidder in prescribed format as mentioned below (This format is for reference only, not to be scanned and uploaded will have to be submitted in online format only and failure to comply the same will result in rejection of Bid):

Sl. No	Item Description	Type of Unit	Unit Rate(a)	Quantity(b)	Total Price (a*b)
1.	Call Centre Executives	Monthly		09 Seats	
2	Supervisor / Data Analyst	Monthly		1 Person	
Total Price (1+2)					
Total Price (1+2) in words					

Note: Prices quoted should be inclusive of all fees towards complete scope of work, all taxes, duties, levies, license fees, excluding GST and shall also include all expenses incurred for the execution of the contract such as travel expenses, transportation expenses, other expenses, office expenses, Procurement expenses, out of pocket expenses etc. along with margin. GST will be paid extra. Conditional Financial Bid shall be out-rightly rejected.

The financial bid has to be provided based on the format provided in the RFP. The total bid cost will be including the required infrastructure cost and remuneration of required manpower for running a 10-seater Call centre for the duration of 12 Months. BSDM reserves the right to place an order for increase / decrease the number of executives at the unit price quoted in the Financial Bid at the time of proposal. The Unit price remain same during the twelve months of period. After 12 Month contract period the contract may be extended upon mutual agreement and performance. Replacement of seats to be done immediately if required. In this phase, the Financial Bids of only those Bidder, who are technically qualified under Technical Evaluation as above under Point 9.3, shall be opened. Formula to determine the scores for the Financial Bids shall be as follows:

SF = (FL / F) *100, Where SF is the Financial Score
FL is the value of lowest Commercial Bid
F is the price quoted in the bid under consideration.

The Final selection of Applicant entity shall be Quality and Cost base selection (QCBS) where, the total score shall be calculated by weighing the technical and financial scores in the ratio 80:20.

Combined evaluation of technical and financial bid and awarding of the contract:

Total Score (TS) = (0.8 x ST) + (0.2 x SF)

- The Bid of the Bidder, who obtains the highest TS value, will be rated as the best Bid. In the event of a tie, the bid with the highest technical score (ST) will be rated as the best bid. Beyond that, Tendering Authority will decide the matter in its full discretion.
- The Authority will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid, wholly or in part.

Bid Submission Forms and Annexures

The bidders are expected to respond to the RFP using the forms given in this section with all supporting documents.

Proposal shall comprise of following forms:

Form 1: Covering Letter with Correspondence Details

Annexure I: Affidavit

Annexure II: CA certificate for turnover

Annexure III: Power of Attorney in favour of Authorized Representative. "Board Resolution may also be accepted"

Annexure IV: CA certificate for working experience

Technical Proposal checklist:

Tech 1: Bidder's Organization and Experience.

Tech 2: Overall Organization strength, Presence, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.

Tech 3: Details of the bidder organization and eligibility related information

Form Fin-1- Summary of Costs (This is for reference only, not to be scanned and uploaded). Fin-1 will have to be submitted in online format only through e-proc.

Note: One Copy of this RFP document with each page signed and stamped by the authorized representative has to be submitted along with proposal document as an acknowledgement and acceptance of the terms and conditions and scope of work under this RFP.

Form -1 (should be scanned and uploaded)

PROPOSAL SUBMISSION LETTER / COVER LETTER

(On the letter head)

{Location, Date}

To:

The CEO

Bihar Skill Development Mission

A-wing, 5th Floor, Niyojan Bhawan, Bailey Road, Patna-01

Dear Sir,

We, the undersigned, offer to provide the services under _____(RFP Name) to Bihar Skill Development Mission, Government of Bihar in accordance with your Request for Proposals vide no. _____(RFP No) _____(dated). We are hereby accordingly submitting our Proposal as per terms of this RFP.

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to our disqualification by BSDM.
- Our Proposal shall be valid and remain binding upon us till the bid validity period.
- We meet the eligibility requirements as stated in RFP
- In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery as per RFP.
- Except as stated in the RFP, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in RFP may lead to the termination of Contract negotiations.
- Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period mentioned in the RFP.

We understand that BSDM is not bound to accept any Proposal that BSDM receives.

We remain, Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory: _____

Name of Agency: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Technical Proposal – Standard Forms (should be scanned and uploaded)

Checklist of Required Forms

Required for Proposal (√)	Form	Description
√	TECH-1	Agency's Organization and Experience.
√	TECH-2	Overall Organization strength and its presence in PAN India, Description of the Approach & Methodology and detailed Work Plan for Performing the Assignment.
√	TECH-3	Details of the bidder organization and eligibility related information

FORM TECH-1

Agency's Organization and Experience

Form TECH-1: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. The outline should indicate the names of the Agency's Key Personnel who participated, the duration of the assignment, the contract amount, and the Agency's role/involvement

A. Agency's Organization

1. Provide here a brief description of the background and organization of your company/partnership firm.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B. Agency's Experience

List only previous similar assignments successfully completed/ on-going in the last 5 years as specified under Technical Evaluation criterion broadly in following categories:

Format for Experience is as follows: -

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Address	Approx. Contract value (in Rs equivalent)/ Amount paid to your firm	Role on the Assignment
e.g., Jan.2009– Apr.2010}	Assignment name/ & brief description of main deliverables / outputs	{e.g., Ministry of....., country }	Amount in Crore.	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan.2009– Apr.2010}	do	{e.g., Ministry of....., country}	Amount in Crore.	{e.g., Lead partner in a JVA & B & C}
{e.g., Jan-May 2008}	do	{e.g., municipality of....., country}	Amount in Crore.	{e.g., sole Technical Consultant}

FORM TECH-2

Description of Approach, Methodology and Work Plan

Form TECH-2: a description of the approach, methodology and work plan for performing the assignment.

Suggested structure of your Technical Proposal: -

- a) Overall Organization strength and its presence in PAN India
- b) Description of the Technical Approach and Methodology
- c) Detailed Work Plan for Performing the Assignment

Technical Approach and Methodology. {Please explain your understanding of the objectives of the assignment, the technical approach and the methodology you would adopt for implementing the tasks to deliver the expected output(s) and the degree of detail of such output, the approach for mobilizing the proposed personnel named in the bid, the approach for engaging as Agency and prepared MIS design.

Detailed Work Plan. {Please outline the plan for the implementation of the main activities/tasks of the assignment – including mobilizing of proposed personnel named in the bid, the content and duration of each activity, phasing and interrelations (including interim approvals by the Client), and tentative delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing your understanding and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s). The work plan should be consistent with the Work Schedule.

Organization and Staffing.

Please describe the organization structure and composition of your proposed team, including the list of the KeyPersonnel – **Clearly reflecting the personnel committed right from the start date.**

FORM TECH- 3 Important Information and Details

S.N.	Particulars	Details
1	Name of the Organization:	
2	Name and Designation of the Contact Person	
3	Address and Contact Details (E-Mail and Mobile No.)of the Contact Person	
4	Corporate website URL.	
5	Legal Status (Whether Company, Proprietorship,Partnership)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate <i>Page No. at which enclosed: _____</i>
8	Date of Incorporation/ Registration	
9	Power of Attorney/ Board Resolution in the name ofthe Authorized signatory	<i>Page No. at which enclosed: _____</i>
10	Turnover in the last 5 Years: (Annual Turnover of any three financial years out of five will be considered at the time of calculation of average turnover)	FY 2018-19:_____/- FY 2019-20:_____/- FY 2020-21:_____/- FY 20221-22:_____/- FY 2022-23:_____/- Submit a CA Certificate stating the above figures <i>Page No. in which CA Certificate has been enclosed: _____</i>
11	(Positive net worth will be considered among these financial year)	As on 31-03-2019 _____/- As on 31-03-2020 _____/- As on 31-03-2021 _____/- As on 31-03-2022 _____/- As on 31-03-2023 _____/- Submit a CA Certificate stating the above figure <i>Page No. in which CA Certificate has been enclosed: _____</i>
12	PAN Number	<i>Page No. at which enclosed: _____</i>
13	GSTIN Number	<i>Page No. at which enclosed: _____</i>
14	A Notarized Affidavit stating that the firm has not been blacklisted by any Central / State Government / Public Sector	<i>Page No. at which Affidavit has been enclosed: _____</i>

Form Fin-1. Summary of Costs (This is for reference only, not to be scanned and uploaded)

Fin-1 will have to submitted in online format only and failure to comply the same will result inrejection of Bid

Sl. No	Item Description	Type of Unit	Unit Rate(a)	Quantity(b)	Total Price (a*b)
1.	Call Centre Executives	Monthly		09 Seats	
2	Supervisor / Data Analyst	Monthly		1 Person	
Total Price (1+2)					
Total Price (1+2) in words					

Annexure-I

(Affidavit on non-judicial stamp paper of Rs. 100/- or more by Authorized Representative and Signatory of the Bidder with his / her dated signature and company seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct and complete. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of the Agency), with its registered office at..... do hereby declare that the above-mentioned bidder is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and is not been blacklisted / debarred by the Government of India or any of its agencies, including public enterprises and or by any State Government or any of its agencies.
3. I/We on behalf of..... (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.
4. The undersigned understands and agrees that further qualifying information may be requested by BSDM and agrees to furnish any such information at the request of BSDM.
5. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by BSDM to verify this statement or regarding my (our) competence and general reputation.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

(Authorized Representative and Signatory)

Annexure-II

(On CA Firm Letter Head)

CA Certificate for Turnover and Net worth

This is to certify the below details for the _____(Bidder Name)

S. No.	Financial Year	Turnover (in Rs.)	Net Worth (In Rs.)
1	2018-19		
2	2019-20		
3	2020-21		
4	2021-22		
5	2022-23		

(Signature)

Name:

Firm Name:

Date: Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:Stamp

UDIN:

Annexure-III

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Know all men by these presents that We.....(name of the enterprise and address of the registered office do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name)son/ daughter/ wife of.....and presently residing at (address).....who is presently employed with us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our Bid for the RFP Reference No.....Dated.....

The attorney is fully authorized for providing information/ responses to the tendering authority, representing us in all matters before the tendering authority including negotiations with the tendering authority, signing and execution of all affidavits, undertakings and agreements consequent to acceptance of our bid, and generally dealing with the tendering authority in all matters in connection with or relating to or arising out of our bid for the said tender.

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

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

{Signature, name, designation and address}

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses: 1.
2.

Note: "Board Resolution may also be accepted in case of a company"

Annexure-IV

(On CA Letter Head)

CA Certificate

On the basis of information and records produced before us by _____ . (Herein aftercalled ‘the Agency’), we hereby certify the following: -

The Agency has experience of ____ years in management and monitoring of Call Center or equivalent assignment on a large/medium/small scale in the capacity of any role related to inbound/outbound call handling in ____ (number of projects) projects.

Details of projects are mentioned below:

Duration	Assignment Name & brief description of main deliverables	Name and location of the client	Approx. contract value in INR/amount paid to your firm	Role on the assignment

(Signature)

Name:

Firm Name:

Date: Membership No.:

Firm Registration Number: Mobile Number:

E-mail id: Stamp

UDIN: