

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/Call Centre-05/2024
Date: 19.11.2025

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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Notice Inviting Request for Proposal

RFP No: BSDM/Call Centre-05/2024

Date- 19/11/2025

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, expresses 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 **19/11/2024**. The last date for uploading of proposal/bid will be **29/11/2025 days up to 15.00 Hrs**. Technical Bid will be opened on or after **01/12/2025 days post 16:00 Hrs**. **The evaluation of bids will be carried out using the Quality and Cost Based Selection (QCBS) methodology**. 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**

Section I

1. LETTER INVITIG e-TENDER (Letter of Invitation)

(Through e-Procurement Mode only) (<https://www.eproc2.bihar.gov.in>)

Tender Notice No: BSDM/Call centre-05/2024

Date- 19/11/2015

1.1 Tender Schedule/Timelines and Instructions:

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of Tender documents	From Date- 19/11/2025 (https://www.eproc2.bihar.gov.in)
3.	Last Date/Time for submission/ uploading of offer/Bid	Date- 29/11/2025 up to 15.00 Hrs. (https://www.eproc2.bihar.gov.in)
4.	Date & time for opening of Technical Bid	On or after 01/12/2025 post 16:00 Hrs. (https://www.eproc2.bihar.gov.in)
5.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later
6.	Financial Bid Opening Date and Time	Post Completion of Technical Evaluation, at e-proc portal, as per decision of competent authority.
7.	Method of Selection	QCBS
8.	Bidding in Consortium/Joint Venture	No
9.	Bid Proposal Validity	120 days from the date of opening of bid
10.	Agreement Period	12 month from the date of signing of contract; extendable further based on satisfactory performance and /project requirement and based on the sole discretion of BSDM.
11.	Contact person/Nodal Officer for queries	Name: Manish Shanker & Designation: Mission Director Email: md.bsdbmbihar@gmail.com & contact no: +91-9835919599

- 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 the bidder's own risk and may be liable for rejection. Bidders are advised to study the RFP document carefully. Submission of the 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 the 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 outrightly rejected.
- Validity of Bids: Minimum 180 days from 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 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.
- 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:
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S.N.	RFP Document reference, Section and Page No.	Content of RFP requiring clarification(s)	Points of clarification(s)

- **For support related to the e-tendering process, bidders may contact at following address:**
“e- Procurement HELP DESK, 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.
- **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, expresses 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

1.2 e-Tendering Process Related Instructions:

Submission of Proposals Through electronic mode only:

1. The bidder shall submit his bid/tender on the 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 on an 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 to 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> only.
8. For support related to e-tendering process, bidders may contact at following address “**e-Procurement HELP DESK, 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.**

1.3 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 Tenderer 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 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 Tenderer 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 Tenderer, its employees or advisers to consider the objectives, technical expertise and 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. The 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 Tenderer 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 Tenderer is bound to select a bidder or to appoint the selected bidder, as the case may be, for the Project and the Tenderer 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 Tenderer 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 Tenderer 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.

1.4. List of Definitions and Abbreviations

BSDM	Bihar Skill Development Mission
Client	The implementing agency is 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 Bidder
Contract	Legally binding written agreement signed between the Client and the Bidder and includes all the attached documents listed thereon
CEO	Chief Executive Officer
EMD	Earnest Money Deposit
Day	A calendar day
State Government	Government of Bihar
Registration	A unique ID of a person whose name, address etc. are registered on BSDM portal
LOA	Letter of Award
LOI	Letter of Intent
Proposal/Bid	Technical Proposal and the Financial Proposal of the bidder in response to the RFP
RFP	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).
Services	The work to be performed by the Agency pursuant to the Contract.
TOR	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
MD	Mission Director

2. Instructions to Bidders

2.1 Brief background of BSDM

Bihar Skill Development Mission (BSDM) has been the nodal agency for skilling in the state of Bihar. The primary objective of BSDM is to create an eco-system and provide umbrella framework for skilling in Bihar. Major tasks are:

- Standardization of processes and norms.
- Providing Web based training delivery and centralized monitoring through dedicated IT portal.
- Centralized Database Management System
- Providing common platform of industry interfacing to facilitate placement activities across sectors.

The Mission is the single point of contact and the state's apex body within the Government of Bihar to formulate and steer skill development schemes across all state departments. BSDM acts as an integrated Mission that combines the efforts of different line departments as of now to achieve the state's skill development target in various domain and employability skills.

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.

Objectives of the Mission:

- To facilitate generation of adequate employment opportunities through a policy framework.
- 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.

2.2 Scope of Work

Objective

BSDM has established state-wide network of more than 2,500 functional Skill Development Centers (SDCs) and approx. 1,30,000 number of candidates getting skill training per day, with present annual capacity of more than 7,00,000 candidates per year. The skill development centers are running almost 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.

I. 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 to 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.

II. 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.
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III. 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.

IV. 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 these, 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 functionality of the process and client application would have to provide by the selected agency.

V. 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.

VI. 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.

VII. **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.

VIII. **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.

IX. General Terms related to scope of work

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.

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.

Channels

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

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 require)
- Support calls to the inter and interstate migrant workers.
- Outbound campaign

Language Support

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

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.

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.

X. Infrastructure

Call Centre Technology

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

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.

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)

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.

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.

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

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.

XI. 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	• 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 Centre Executive	• 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

XII. Important Terms and Provisions

A. Preparation of Proposals

I. General Considerations

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.
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.

II. 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.

III. Language

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

IV. 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.

V. Proposal Validity

1. The Agency’s Proposal must remain valid for at least 120 days after the Proposal submission A bid valid for a shorter period shall be rejected by the BSDM as non- responsive bid.

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

2.3. Conflict of Interest and Corrupt and Fraudulent Practices

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. Bidder 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 Bidders 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. Bidders 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.

- A. The Bidder 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 Bidder or the termination of its Contract.
- B. The Agency shall strictly avoid conflicts with other assignments/jobs or their own corporate interest and shall disclose to BSDM all actual and potential conflicts of interest that exist, arise or may arise while performing the services after it becomes aware of that conflict.

C. 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, vendors 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 practices; 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.

2.4. Eligibility

- It will be the Bidder’s responsibility to ensure that it meets the eligibility requirement as mentioned under the RFP document.

2.5. General Considerations

- In preparing the Proposal, the Bidder 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.

2.6. Cost of Preparation of Proposal

- The Bidder 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 Bidder.

2.7. Language

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

2.8. Documents comprising the proposal

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

2.9. Only One Proposal

- The Bidder shall submit only one Proposal.

2.10. Proposal Validity

- The Bidder’s Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by the BSDM as a non-responsive bid.
- 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.

2.11. 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 Bidder who submitted Proposals prior to the submission deadline to extend the Proposal’s validity.
- If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.

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

2.12. Sub-Contracting/Consortium/Joint-Venture

- Bidders shall not Sub-Contract the assignment or any part of it or Scope of work to any other agency or organization. No Consortium or Joint Venture at any stage of bid or execution is allowed.

2.13. Earnest Money Deposit

- 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.
- 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.
- 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.

2.14. 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 Bidder is required to submit a Complete Technical Proposal using the Standard Forms provided in the RFP.
- **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 the 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.**
- **NO Hard Copy of any Documents:** No Documents, whatsoever it may be, has to be submitted in hard copy. Failure to comply the same may result in rejection of Bid.
- Bidder shall submit all the required documents as mentioned in the annexure including Tech Forms. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be made.
- The bids submitted by telex/telegram/fax/e-mail/hard-copy etc. shall not be considered. No correspondence will be entertained on this matter.
- BSDM shall not be responsible for any delay or non-receipt/ non delivery/Non-uploading/ Non downloading/ corrupt files/ non legible when downloaded, of the documents. No further correspondence on the subject will be entertained.

2.15. Financial Proposal

- The Financial Proposal shall be prepared using Standard **online Forms only**, the tentative format of which is provided in the RFP for reference only.
- **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.
- **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.
- **Please note that any scanning and then uploading 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.**

2.16. Confidentiality

- From the time the Proposals are open to the time the Contract is awarded; the Bidder should not contact BSDM on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal
- Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a Bidder wishes to contact BSDM on any matter related to the selection process, it should do so only in writing.

2.17. Amendment to "RFP"

- At any time prior to the deadline for submission of Proposal, subsequent to the pre offer meet, the BSDM may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the "RFP" document by the issuance of Addendum/ Amendment and posting it on the Official Website. In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the BSDM may, in its sole discretion, extend the Proposal Due Date.

2.18. Bid Preparation

- The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.

2.19. Modification of Proposal

- The Bidder 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.

- The Bidder shall be responsible for all costs associated with the preparation of its Bid and its participation in the selection process. BSDM shall not be responsible nor in any way liable for such cost, regardless of the conduct or outcome of the selection process. Please note that the BSDM reserves the right to reject all or any of the offers without assigning any reason whatsoever.
- **Please note that any scanning and then uploading 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.**

2.20. Correction of Errors

- I. 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.
- II. BSDM will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all input 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.

2.21. Award

- After issuance of LOI by BSDM, the selected bidder shall submit Performance Bank Guarantee and shall sign the contract with BSDM within 15 days. BSDM shall then issue the letter of award to the selected bidder and promptly notify the other shortlisted Bidders.
- Failure to comply with the required eligibility in stipulated period, BSDM will be at liberty to invite the next qualified bidder for the award of the project.

2.22. Performance Guarantee (PG)

- Within 15 days from the date of the Letter of Invitation (LOI) from BSDM, the successful Bidder company/firm shall furnish the Performance Guarantee (PG) to Bihar Skill Development Mission of **5% of the total value of the work order**, by way of DD/ Performance Bank Guarantee issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in acceptable form to BSDM.
 - A. The PG submitted will be for 30 months. However, in case of extension of the project, the above performance guarantee will have to be renewed for the extended period of the project.
 - B. Refund of PG: The PG shall be refunded within six months of the date of successful completion of the assignment.
 - C. Forfeiture of PG: PG shall be forfeited in the following cases:
 - I. When any terms and conditions of the contract are breached.
 - II. When the selected Bidder fails to commence the services or fails to provide deliverables after partially executing the purchase/work order

2.23. Change Orders and Contract Amendments

- 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.
- 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 to 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.

- The Rate-Card will be valid for the period of the contract (36 months) and will have a 5% price escalation for each year after the end of the contract period mentioned in the BID.

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

2.26.1 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.

2.26.2 List of SLAs and Measurement System

Sl No.	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 $\{206 / (26 \text{ days} \times$	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	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

2.26.3 Penalty

I. 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.

II. Penalty on non-compliances of SLAs

The service provider must obtain a **satisfactory/unsatisfactory report** for each deployed personnel from the designated reporting officer **before submitting the monthly bill. Any manpower failing to meet any of the criteria mentioned in Clause 2.26.2 will be classified as unsatisfactory.**

- If **one (1) manpower** receives an unsatisfactory report, a **1% deduction** will be applied to the monthly bill.
- If **two (2) manpower** receive unsatisfactory reports, a **2% deduction** will be applied to the monthly bill.
- If **three (3) or more manpower** receive unsatisfactory reports, a **5% deduction** will be applied to the monthly bill, and the agency will be **issued a notice for termination of contract**. If service quality is not subsequently improved, the agreement shall be terminated.

III. 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.

IV. 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.

2,26,4 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.

2.26.5 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.

2.25. Governing Law

- The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court.

2.26. Force Majeure

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 stated by Director, BSDM in writing; is part of Government of Bihar directives and is agreed by Bidder.
- BSDM will decide the eventuality of Force Majeure which will be binding on both the parties.

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 Bidder shall not be liable for forfeiture of its PG or/ and BG, if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contracts the result of the Force Majeure.

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 herewith a minimum of delay.
- A Party affected by an event of Force Majeure shall notify the other Party of such an 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.

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.

Payments:

- In the event of Force Majeure applied to the Patna District of Bihar, then BSDM will continue to follow the payment schedule by giving concessions to Bidder 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.

Consultation:

- Not later than thirty (30) days after the Bidder has, as the result of an event of force majeure, 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.

2.27. Termination Clauses:

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 as a whole or in part, the amount of Performance Security may be forfeited. The decision of the CEO, BSDM, will be final and conclusive in this regard.

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 an 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.

Termination for Convenience:

- BSDM, by a written notice of at least 30 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 a case, BSDM will pay for all the pending invoices as well as the work done till that date by the Bidder.
- Depending on the 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.

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 Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
- The Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in the notice of suspension, within thirty
- (30) days of receipt of such notice of suspension or within such a further period as the BSDM may have subsequently granted in writing.
- The Bidder 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 Bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- The Bidder submits to the BSDM a statement which has a material effect on the rights,

obligations or interests of the BSDM and which the Bidder knows to be false.

- Any document, information, data or statement submitted by the Bidder in its Proposals, based on which the Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or as the result of Force Majeure, the Bidder 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 Bidder 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 for 36 months.
- If the BSDM would like to terminate the contract for reasons attributable related to the Bidder performance, the government will give a rectification notice for 3 months to the agency in writing with specific observations and instructions.

Termination by Bidder:

The Bidder may, by not less than two month (60 days) 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 Bidder may have subsequently agreed in writing) following the receipt by the BSDM of the Bidder's notice specifying such breach.
- If there are more than 2 unpaid invoices and BSDM fails to remedy the same within 45 days of the submission of the last unpaid invoice.
- As the result of Force Majeure, the Bidder 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.

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 Bidder within 30 days of the contract termination.

Suspension:

The BSDM may, by writing notice of suspension to the Bidder, without any obligation (financial or otherwise) suspend all the payments to the Bidder here under if the Bidder 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 Bidder to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

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.

Cessation of Services:

- Upon termination of this Agreement by notice of either Party to the other the Bidder 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.

2.28. Disputes Resolution

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 CEO, BSDM, who will take decision within 30 days after such reference. If the dispute is still not resolved the matter will be referred to for Arbitration.

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 Bidder 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 the 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 its 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.

By executing agreement, the selected bidder undertakes as below:

1. We, the selected bidder, understands that Intellectual Property in the context of BSDM program shall refer to all such patents, trademarks, copyrights in respect of any hardware, software, product documentation, design document, or any other document, whether in printed or in electronic, digital or any other format which is an integral part of the hardware/software or is supplied along with such products which forms the subject matter of the BSDM or its skill development programs. Intellectual Property also includes Course name, Course material, content, methodology, assignments, question papers, educational and promotional content, whether in printed or in electronic, digital or any other format and all business data generated during the period of skill development center operations and creatives etc. developed and delivered to BSDM hereunder by the selected bidder.
2. We understand that the candidate or other data collected in the course of our operations shall be the exclusive property of BSDM and we will not share/disclose these data with anyone except as permitted by BSDM in writing.
3. We shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data/ or of other data collected in course of our operations, its accidental loss, destruction, or damage.
4. We hereby undertake to inform the BSDM of any violation of Intellectual Property Rights or its unlawful use, under prevalent laws of the land. Further, we agree to cooperate with the BSDM

to the extent possible in the process of investigating such cases of any violation of Intellectual Property Rights or its unlawful use and taking legal action against the said infringement.

- 5. Upon expiration or termination of this Agreement, whichever is earlier, we agree that-**
- We shall not make any claim on the Trade Name, Trademarks, Service Marks, Logo, etc. of the BSDM nor shall it use any trade name, mark, logo which is deceptively or confusingly similar to those belonging to the BSDM,
- a. We shall desist from using the trade names, marks, stationery or other documentation issued by the BSDM embodying the intellectual property of the BSDM.
 - b. We will return to the BSDM or certify in writing to the BSDM as destroyed all copies of the intellectual property, in whole or in part, in any form, including partial copies, updates or modifications of the intellectual property received from the BSDM or made in connection with this Agreement.

Section III

3. Evaluation and Eligibility Criteria

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

- (a) The committee will first undertake the **evaluation** of the **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.
- (b) The committee will then undertake a detailed **Technical Evaluation** of the technical proposals based on their responsiveness to the evaluation criteria, sub criteria, etc. During the evaluation, the committee may ask the bidder for clarification during the time schedule mentioned in the RFP.
- (c) Finally, the committee will evaluate the financial bids of the technically qualified bidders and based on the **QCBS (Quality and Cost -Based Selection)**, the selection of the successful bidder will be done.

3.1 Preliminary Eligibility Criteria

SN	Basic Requirement	Specific Requirement	Supporting docs required
1	Document Fee & EMD	Through e-payment only as stipulated in the Tender Notice	
2	Registration	The bidder must be a registered Proprietorship/ Partnership/ LLP /Company/ Trust/Society incorporated/registered at least on or before 01.04.2021	Proprietorship- Registration under Shop & Establishment/ Udyog Aadhar. Partnership- Registered Partnership Deed LLP/Company-Incorporation Certificate, Trust/Society registration certificate.
3	Turnover from services	Average Annual financial Turnover of the Bidder during the FY 2022-2023, 2023-24, 2024-25, (as per the audited balance sheets and profit & loss account), should be at least Rs. 2 Carors.	Copy of Audited Profit & Loss Statement and Balance sheet FY 2022-23, FY 2023-24 & FY 2024-25. A Certificate from chartered accountants certifying that the Bidder has an Average Annual Turnover from undertaking Rs.2 Carors (Rupees Two Carors Only) during FY 2022-23, FY 2023-24 & FY 2024-25, A Certificate from Chartered Accountant certifying that the Bidder has a positive Net Worth during previous Financial Years for FY 2024-25. (Tech-4)
	Positive Net-Worth Certificate	The Agency should have Positive Net Worth during Previous Financial Years i.e. FY 2024-25.	
4	Experience	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	CA Certificate and work order / contract / performance certificate with Completion certificate. (Tech-5)

		Government or any private organization in India / abroad with minimum 10 Agents at single location in IVRS/GSM gateway pattern.	
5	Quality of Services	Must have ISO Certification ISO 9001 and ISO 27001	Valid ISO Certificates
6	Presence in Bihar	Registered office/Branch office in Bihar is mandatory. Bidders without an existing local office must furnish an undertaking to establish one in Bihar.	Undertaking for must establish one office in Bihar.
6	PAN & GST	The agency should have a valid PAN and GST Registration in India	Copy of PAN card and GST Registration certificate
7	Affidavit	The bidder must be attached Affidavit in Notarized Stamp paper	Notarized Stamp paper (Annexure-I)
7	Blacklisting	The bidder must not be blacklisted or debarred by the central or state government or their undertakings as on the bid submission date	Self-Certification in Notarized Stamp paper (Annexure II)

Only those bidders who will meet the eligibility criteria shall be eligible for technical evaluation.

3.2 Technical Evaluation Criteria

SN	Criteria	Requirement	Allotted Marks	Maximum Marks
1	<u>Financial Turnover</u> The Bidder's average annual turnover should be not less than Rs. 100 Lakh during the audited financial years out of (FY 2022-23, FY 2023-24, FY 2024-25):	200 Lakhs to 500 Lakhs	10 Marks	20 Marks
		500 Lakhs to 1000 Lakhs	15 Marks	
		More than 1000 Lakhs	20 Marks	
2	<u>Number of Employees</u>	50 to 75 Employees	2 Marks	10 Marks
		75 to 100 Employees	5 Marks	
		More than 100 Employees	10 Marks	
3	<u>Experience</u> If the Company/ Organization is in IT & ITES/ Call Centre Business / Relevant industry	5 Years	5 Marks	15 Marks
		5 Years to 7 Years	10 Marks	
		More than 7 Years	15 Marks	
4	No. of project in completed: 2 Marks per Project up to max: 18 Marks. Any call center service project experience related to skill development / migrated population support will get an additional weightage of 2 Marks.			20 Marks
	<u>Technical Presentation</u>	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 Availability qualified personnel		

*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 70 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.

The technical score would be calculated for each Bidder by the Client and all the Bidders who get at least 70 marks out of 100 would be considered for financial evaluation. Bidders who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.

3.3. Financial Bid Evaluation

- I. The marks scored in the technical bid which essentially rates the Bidder on technical criteria will be given a weightage of 70%. The financial bids will be given a weightage of 30%. The combined score of technical and financial will determine the ranking of the firms. In case of a tie in the combined score between Bidders, the Bidder with a higher technical score will be given a higher rank. BSDM will appoint the top-ranked consultant based on the ranking derived from the combined score. If technical and financial scores are the same, then the bidder with more years of experience will be considered.
- II. Bidders secured at least 70 or more in technical evaluation will be eligible to participate in the financial bid opening process. The Financial Bids of the technically qualified bidders will be opened on the prescribed date. Representatives of Bidders may witness the opening of financial bids.
- III. The Bidders are required to quote their total fee (inclusive of GST as applicable) for the assignment. This amount/quote is to be used for financial evaluation purposes and, award of Work Order (if selected).
- IV. After the opening of financial bids of eligible bidders, the financial scoring will be done.
- V. The lowest financial quoted rate will receive the highest marks i.e. 100. Scoring to other higher quoted rates will be assigned using the formula below:
- VI. Financial Score = (Lowest Quote among the Bidders/Quote of the Bidder) *100
- VII. After weighted the scoring of both technical and financial bids, they will be combined together and ranked. The highest scorer will secure Rank 1, then Rank 2 and so on.
- VIII. The Bidder with Rank One (most responsive bid) based on the QCBS system will be selected as the most suitable Bidder using a weightage of 70:30 for Technical and Financial respectively.
- IX. The illustration for the calculation of the combined score is as below:

The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 Marks. The financial scores of other Proposals will be computed as follows:

$$SF = 100 \times FM/F$$

(F = amount of Financial Proposal)

Combined and final evaluation

Similar to the ranking of Financial Proposal, for calculating the final Technical Score (ST) proposals with highest technical marks will be given a score 100 marks (TM). The Technical Score (ST)) for other proposals will be computed as follows:

$$ST = 100 \times T/TM$$

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

$$S = ST \times Tw + SF \times Fw$$

- X. If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered. Abnormally Low financial bids will be handled as per the guidelines issued by Government.
 - XI. Errors & Rectification: If there is a discrepancy between Words and Figures, the Figure indicated in Words will prevail”.
 - XII. The total cost is be quoted by also including all the cost associated as defined in the tender Criteria:
 - XIII. The Contract will be awarded on QCBS (70:30). BSDM reserves the right to empanel the bidder for organizing events of similar nature for the same bid.
- Note:** Cut-off date for the above to be taken as date of publication of the tender unless otherwise specified. Documentary evidence must be submitted for each Criteria. Self-declaration needs to be signed by Authorized Signatory / as specified.
- XIV. The Financial bid will be evaluated from the total cost of all items under the financial bid will be added.
 - XV. The bidder with the highest composite score, will be selected as successful bidder and letter of award (LOA) will be given.
 - XVI. Market rate of the items will be a guiding factor and BSDM will not pay for any individual item above from market rate. The decision of BSDM will be final in this regard.
 - XVII. Work Order will be issued to the selected bidder as per requirement only and incorporating terms and conditions and other details.

3.4 Overview of Bid Evaluation Process

- i. The Bid submitted by the Bidder shall consist of a Technical Bid and a Financial Bid. The Technical Bid and Financial Bid 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.
- ii. The Bidding process is designed to select the Bidder through a series of parameters, technical qualification / experience parameters followed by cost offered to the Procuring entity by the Bidder
- iii. BSDM, Government of Bihar shall open the Bids on the Bid opening Date, at the time and place specified in RFP and in the presence of the Bidders who choose to attend.
- iv. Bidders are advised that the qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- v. Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- vi. The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- vii. To facilitate the evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- viii. The Authority will subsequently examine and evaluate Bids in accordance with the provisions set

out in the RFP (Least Selection System).

- a) The Bidders should take note that as part of the Qualification Stage, BSDM, Government of Bihar intends the Bidders to make a presentation on their technical capabilities and proposed technology for the proposed Project. The details for date, time and venues will be shared with the Bidders subsequent to the opening of the Technical Bids.
- b) The presentation shall be for greater understanding of the Procuring Entity about the Bidder's technical capabilities and shall be considered for evaluation of the Technical Bids, which will be carried out based on the documents furnished in the Technical Bids.

3.5 sRight to Accept Any Proposal and to Reject Any or All Proposal(s)

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

3.6 Contract Finalization and Award: -

- 3.3.1. BSDM shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On The Contract will be awarded on the basis of the QCBS Method. BSDM reserves the right to empanel more than one bidder on the Negotiated/Bid rate. BSDM also reserves the right to negotiate with the bidders on the Bid rate on one or more categories.
- 3.3.2. BSDM reserves the right to order quantities that may vary according to the specific requirement during the contract duration.

3.7 Signing of Contract: -

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

3.8 Failure to Agree with the Terms and Conditions of the RFP: -

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BSDM may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, BSDM shall invoke the PBG of the most responsive bidder.

3.9 Payment Term

- a) The Agency will submit invoices on the completion of the activity/event for the necessary settlement.
- b) The invoices should be submitted along with list of work initiated/completed, along with all supporting documents and bills.
- c) The expenses for the travel/accommodation etc., if incurred, for the employees of the Agency shall be reimbursed, with the prior approval of the Bihar Skill Development Mission (BSDM).

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

Technical Proposal checklist:

Tech 1: Bidder's Organization and Experience.

Tech 2: Details of the bidder organization and eligibility related information

Tech 3 : Description of Approach, Methodology and Work Plan

Tech 4: CA Certificate for Turnover

Tech 5: CA Certificate for Past relevant experience

Form I: Affidavit

Form II: Power of Attorney in favour of Authorised Representative. "Board Resolution may also be accepted".

FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Fin I: Financial Proposal

Note: One Copy of this RFP document with each page signed and stamped by the authorised 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.

4. Bid Submission Forms and Annexures

4.1 Proposal Submission Letter

(should be filled, scanned and uploaded)

(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,

With reference to your RFP document dated _____, we, having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal (through e-proc and as per standard online forms) for selection as an agency for

_____ **(Name of RFP)**. The Proposal is unconditional and unqualified. We are submitting our Proposal as [_____ name of the Bidder]. We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that Client will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the bidder, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PR agency for the aforesaid Project.
3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
6. We hereby declare that:
 - A. We have examined and have no reservations for the RFP, including any Addendum issued by the Authority.
 - B. We do not have any conflict of interest in accordance with the terms of the RFP.
 - C. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and
 - D. We hereby certify that we have taken steps to ensure that no person acting for us or on our

behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

E. 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.

7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the agency, without incurring any liability to the Bidders
8. We declare that we are not associated with or affiliated with any other Bidder applying for Selection under this RFP.
9. We declare that we are not a member of any other Consortium/JV applying for selection hereunder.
10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast doubt on our ability to undertake the Project, or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that such bar, if any, does not subsist as on the date of this RFP.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of PR agency or in connection with the selection process itself in respect of the above-mentioned Project
14. We agree and understand that the proposal is subject to the provisions of the RFP document. In no case shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not open or rejected.
15. We undertake that our Proposal shall be valid and remain binding upon us till the bid validity period.
16. We agree and undertake to abide by all the terms and conditions of the RFP Document.
17. Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
18. 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 remain,

Yours sincerely,

Authorized Signature {In full and initials:

Name and Title of Signatory: _____

Name of Bidder: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

4.2 FORM TECH-2:

TECH-2

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 (Type of Organization)	
6	Address of Head Office:	
7	Incorporation/ Registration status of the Agency	Submit Incorporation Certificate Page No. at which enclosed: _____
8	Date of Incorporation/ Registration	
9	Average Annual Turnover of the Bidder during the financial years out of 2022-2023, 2023-24, 2024-25, (as per the audited balance sheets), should be at least Rs. 2 Crores .	FY 2022-23: _____ /- _____ /- FY 2023-24: _____ /- _____ /- FY 2024-25: _____ /- _____ / A Certificate from chartered accountant certifies that the Bidder has an Average Annual Turnover from undertaking Rs.2 Carors (Rupees Two Carors Only) during previous financial years out of for FY 2022-23, FY 2023-24 & FY 2024-25,. Page No. at which enclosed: ____
10	The Agency should have Net Profit and positive Net Worth during the previous Financial Years i.e. FY 2024-25.	A Certificate from chartered accountants certifying that the Bidder has a positive Net Worth during previous Financial Years for FY 2024-25.
11	PAN Number	Page No. at which enclosed: ____
12	GSTIN Number	Page No. at which enclosed: ____
13	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 orders/ Completion certificate issued by the concerned government. - Tech III (Page No. From ____ to ____ at which enclosed)
14	ISO Certification ISO 9001 and ISO 27001	Valid ISO Certificates
15	A Notarized Affidavit stating that the Company has not been blacklisted by any Central / State Government / Public Sector	Page No. at which Affidavit has been enclosed: ____ (Annexure-I)
16	Power of Attorney/ Board Resolution in the name of the Authorized signatory	Page No. at which enclosed: ____ (Annexure-II)

4.3 FORM TECH-3 (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 Key Personnel – **Clearly reflecting the personnel committed right from the start date.**

4.4 FORM TECH-4 (Description of Approach, Methodology and Work Plan)

CA Certificate

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

Turnover Details

SN	Financial Year	Turnover (Rs. In Lakhs)
		Total
1	2022-23	
2	2023-24	
3	2024-25	
Average Annual Turnover of 03 FYs		

Net worth as on 31.03.2024 (in Rs. Lakhs):

Important Note: The CA is expected to write all the above details in the <https://udin.icaai.org/search-udin> to verify the UDIN certificate, otherwise the CA certificate and accordingly the proposal of applicant organization will be outrightly rejected and no further evaluation of the proposal will be made.

If all the above details cannot be verifiable and cross checked through the <https://udin.icaai.org/search-udin> , the proposal will not be evaluated further and rejected.

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

4.5 FORM TECH-5 (CA Certificate)

CA Certificate

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

(Past relevant experience)

<u>SN</u>	<u>Duration</u>	<u>Work order No.</u>	<u>Year of work order</u>	<u>Name of Client & Address for call center service project experience related to skill development / migrated population support</u>	<u>Role on the Assignment</u>	<u>Completed in the Year</u>	<u>Approx. Contract value (in Rs equivalent)/ Amount paid to your firm</u>

Important Note: The CA is expected to write all the above details in the <https://udin.icaai.org/search-udin> to verify the UDIN certificate, otherwise the CA certificate and accordingly the proposal of applicant organization will be outrightly rejected and no further evaluation of the proposal will be made.

If all the above details cannot be verifiable and cross checked through the <https://udin.icaai.org/search-udin>, the proposal will not be evaluated further and rejected.

(Signature & Seal)

Certified by CA

Name of CA:

Membership Number:

Firm Name:

UDIN:

4.6 Annexure-I (AFFIDAVIT)

(Affidavit on non-judicial stamp paper of Rs. 100/- by Authorized Representative of the applicant with his / her dated signature and enterprise seal)

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 practises or for any other reason, whatsoever and has 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 given in the above-mentioned RFP.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Organization Seal)

4.7 Annexure-II (POA)

(Power of Attorney in favour of Authorized Representative)

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more or on Company Letter Head certified by the Board of Directors)

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
.....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.

FINANCIAL PROPOSAL

Fin I: Financial Proposal

PRICE DETAILS TO CONDUCT CALL CENTRE

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:-

1. 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.
2. 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.