

BIHAR STATE ELECTRONICS DEVELOPMENT CORPORATION

GOVERNMENT OF BIHAR



Request for Proposal

for

Empanelment and Rate Contract of Agencies for

Software Application, Mobile Apps., Dashboards and AI/ML Solutions Development, Implementation and Maintenance under 3 categories: -

1: Start-Ups registered in Bihar

2: Local Firms Registered in Bihar

3: National Level IT Companies

RFP/Tender No:-NIT/BSEDC/09/18/2026-27, Dated:25/08/2026

Issued by:

**Bihar State Electronics Development Corporation
Beltron Bhawan, Shastri Nagar, Patna, Bihar - 800023**

www.beltron.bihar.gov.in | e-Procurement: <https://eproc2.bihar.gov.in>

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DISCLAIMER

This Request for Proposal (RFP) provides information regarding the scope of work, eligibility requirements and qualification process for the empanelment/ rate contract of agencies for software application development, mobile application development, dashboard development, AI/ML solution development, implementation and maintenance. The purpose of this document is to provide prospective bidders with relevant information to assist them in preparing and submitting their proposals.

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The information provided in this RFP covers a range of technical, commercial and procedural matters, some of which may depend upon interpretation of applicable law, rules or government guidelines. Such information is not intended to be an exhaustive or authoritative statement of law or statutory requirements. Bidders shall be responsible for obtaining independent legal, financial, technical and professional advice, wherever required. Beltron shall not be responsible for any interpretation or opinion expressed by bidders or any third party based on this RFP.

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ABBREVIATIONS

Abbreviation	Definition
AI	Artificial Intelligence
AMC	Annual Maintenance Contract
API	Application Programming Interface
BA	Business Analyst
BG	Bank Guarantee
Beltron	Bihar State Electronics Development Corporation
BPMN	Business Process Model and Notation
BRD	Business Requirement Document
CA	Chartered Accountant
CI/CD	Continuous Integration / Continuous Deployment
CoE	Centre of Excellence
COTS	Commercial Off-the-Shelf
CPU	Central Processing Unit
CQRS	Command Query Responsibility Segregation
DBA	Database Administrator
DBMS	Database Management System
DFD	Data Flow Diagram
DL	Deep Learning
DSC	Digital Signature Certificate
EDA	Exploratory Data Analysis
EMD	Earnest Money Deposit
EMP	Exit Management Plan
ERD	Entity Relationship Diagram
ETL	Extract, Transform, Load
FAT	Factory Acceptance Testing
FRD	Functional Requirement Document
Git	Distributed Version Control System

**RFP for Empanelment and Rate Contract of Agencies for Software Application, Mobile App and AI/ML Solutions
Development, Implementation and Maintenance**

GoB	Government of Bihar
GoI	Government of India
GPU	Graphics Processing Unit
GST	Goods and Services Tax
GTC	General Terms & Conditions
HRMS	Human Resource Management System
IAM	Identity and Access Management
INR	Indian Rupee
IPR	Intellectual Property Rights
LLM	Large Language Model
LLMOps	Large Language Model Operations
LoI	Letter of Intent
ML	Machine Learning
MLOps	Machine Learning Operations
MIS	Management Information System
MPR	Monthly Progress Report
MSA	Master Service Agreement
NDA	Non-Disclosure Agreement
NFR	Non-Functional Requirement
O&M	Operation & Maintenance
OAuth2	Open Authorization Framework
PBG	Performance Bank Guarantee
PoA	Power of Attorney
PSU	Public Sector Undertaking
QPR	Quarterly Progress Report
QA	Quality Assurance
RAG	Retrieval Augmented Generation
RBAC	Role-Based Access Control
RDBMS	Relational Database Management System

RFP for Empanelment and Rate Contract of Agencies for Software Application, Mobile App and AI/ML Solutions Development, Implementation and Maintenance

REST	Representational State Transfer
RFP	Request for Proposal
SDU	Software Development Unit
SI	System Integrator
SIT	System Integration Testing
SLA	Service Level Agreement
SQL	Structured Query Language
STP	Straight Through Processing
TQ	Technical Qualification
UAT	User Acceptance Testing
UI	User Interface
UML	Unified Modelling Language
UX	User Experience
VPC	Virtual Private Cloud
VMS	Vendor Management System
WO	Work Order

Fact Sheet

Bihar State Electronics Development Corporation (BSEDC/Beltron) invites proposals from reputed, competent and professional firms, organisations and agencies meeting the eligibility criteria specified in this RFP, for empanelment/rate contract of agencies for software application development, mobile application development, dashboard development, AI/ML solution development, implementation and maintenance, as detailed in this document.

S.No.	Information	Details
1.	RFP No. and Date	NIT/BSEDC/09/18/2026-27, Dated:25/08/2026
2.	RFP/Tender Publish Date	27/08/2026
3.	Last date for submission of pre-bid queries	07/09/2026 till 11:30 AM
4.	Pre-bid meeting	08/09/2026 at 11:00 AM (CAT-1); 08/09/2026 at 12:30 PM (CAT-2); 08/09/2026 at 04:30 PM (CAT-3). Venue: Bihar State Electronics Development Corporation, Beltron Bhawan, Shastri Nagar, Patna-800023 (Bihar). NB: A bidder shall be permitted to participate in only one category under this RFP.
5.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
6.	Bid Selection Method	Lowest (L1) quote of Operating Margin (OM), as per criteria in this RFP. Only technically qualified bidders shall be considered for financial bid evaluation.
7.	Non-Refundable Tender Processing Fee (TPF)	As specified in the NIT/e-Procurement portal, if applicable.
8.	Non-Refundable Tender Fee (TF)	As specified in the NIT/e-Procurement portal, if applicable.
9.	Earnest Money Deposit (EMD/Bid Security)	INR 3,00,000/- for Category 3; INR 3,00,000/- for Category 2; for Category 1 is exempt from EMD. EMD shall remain valid for at least 45 days beyond the 180-day bid validity period (minimum 225 days from the last date for submission of bids), unless a longer period is specified by corrigendum/addendum.
10.	Last date for submission of bids	28/09/2026 till 04:00 PM
11.	Opening of Technical Bids	30/09/2026 at 05:00 PM
12.	Presentation by Bidders	To be intimated later.
13.	Opening of financial bid — place, time and date	To be intimated later.
14.	Bid Process Officer	Shri Rajan Prasad, Project Lead, Beltron, Patna - 800023, Bihar. Email: rajan.prasad@semt.gov.in
15.	Addressee for supporting/original documents	The Managing Director, Bihar State Electronics Development Corporation, Beltron Bhawan, Shastri Nagar, Patna-800023 (Bihar). E-mail: mdbeltron@bihar.gov.in

1 INTRODUCTION

1.1 Background

Beltron today plays a central role in Bihar's digital ecosystem — coordinating projects, engaging System Integrators, managing data centre and network infrastructure, and supporting Government of Bihar departments in e-Governance initiatives. BSEDC intends to establish and strengthen its software development capabilities for projects within the State of Bihar, and, subject to successful implementation and development of the required expertise, may consider extending such services beyond Bihar to other states in future.

To ensure timely and continued support for projects undertaken by Beltron, this RFP proposes to empanel/rate contract vendors having proven expertise in system study, requirement analysis, design, development, implementation and maintenance of web portals, websites, web-enabled applications, mobile applications, dashboards, APIs, AI/ML-based solutions and other related IT systems using appropriate proprietary, open-source or government-approved technology frameworks.

1.2 Objective

The objective of this RFP is to empanel/rate contract suitable agencies for providing technical manpower, software development services and related IT support services to strengthen Beltron's capabilities in solution design, web portal development, mobile application development, dashboard and data analytics, AI/ML solution development, software application maintenance, system integration and other allied activities. Through this empanelment/Rate Contract, Beltron intends to engage capable service providers to support user departments of the Government of Bihar in designing, developing, implementing and maintaining IT solutions in G2G, G2C and related service delivery environments.

Key measures

- Empanelment/rate contract of eligible IT start-ups, Bihar-based local IT firms and national-level IT companies.
- Software development and related IT activities required by Government of Bihar departments shall generally be undertaken through the empanelled/Rate Contract agencies, with BSEDC/Beltron acting as the single point of coordination and oversight for requirement gathering, review of software requirements, user interaction, techno-commercial supervision and coordination between the user department and the service provider.
- Development of strong in-house and partner-led capabilities through specialised manpower deployment, structured knowledge transfer, technical documentation, software development, maintenance, technical support and integration support.

1.3 Definitions

In this document, the following terms shall have the respective meanings indicated:

Term	Meaning
Application Software	Refers to the application development using any of the technology as per the requirements of the project. It may be a client-server application, stand-alone utility, website/web application, or mobile application.
Authorized Representative/Vendor	Any person/vendor authorized by Beltron.
Bidder	The firm offering the solution(s), services and/or materials required in the RFP. The word “Bidder” in the pre-award period is synonymous with Bidder; after intimation of the Successful Bidder it means the Successful Bidder, called “Vendor”, on whom Beltron empanels pursuant to this RFP.
Client	The department/organisation for which order(s) will be issued.
Contract	The Empanelment/Rate Contract Agreement and/or a Work Order/Project Contract issued pursuant to this RFP, together with its schedules, annexures, approved amendments and written clarifications.
BFR	Bihar Financial Rules.
Financial Year (FY)	The period from 1st April till 31st March of a year.
Beltron / BSEDC	Bihar State Electronics Development Corporation, Patna, Bihar.
FPP	Fixed Price Project.
GOB	Government of Bihar.
HDM	Hybrid Delivery Mode.
MeitY	Ministry of Electronics & Information Technology.
Offices	Any establishment described as a Registered Office, Corporate Office or Branch Office by the bidder/Beltron, as the context may warrant.
Party / Parties	Either Beltron or Bidder individually (“Party”), and both collectively (“Parties”).
RFP	Request for Proposal, Tender Document or Bidding Document, including written clarifications issued by Beltron.
Services	Requirements defined in this document, including all additional associated services to be delivered by the Bidder.
Site	The location(s) where the work has been allotted and services are to be delivered, onsite or offsite as per project requirement.
Specifications	Schedules, details, description, statement of technical data, performance characteristics and applicable standards specified in the Bidding Documents.

T&M	Time and Material project.
TOR	Terms of Reference.
Rate Contract	The approved commercial rate framework established through this RFP.
Work Order	The written order issued by Beltron for a specific project, service or resource deployment.
Operating Margin (OM%)	The percentage quoted by the bidder over the applicable base manpower/service cost, as defined in the Financial Bid.
Technically Qualified Bidder	A bidder meeting all applicable PQ requirements and the prescribed TQ threshold.

1.4 Scope

This tender is intended for the empanelment/rate contract of vendors having proven expertise in system study, requirement gathering, gap analysis, design, development, implementation and maintenance of client-server applications, websites, portals, web-enabled applications, mobile applications, dashboards, APIs/microservices, AI/ML-based solutions, data preparation and related digital solutions. The scope may include project management, system integration, testing, migration, implementation, training, documentation, translation, operations support and maintenance, as required by Beltron and user departments.

Indicative scope of work

- Study of existing systems, requirement understanding, process analysis and gap assessment for development or redevelopment of web-enabled applications, online widgets, mobile applications, dashboards and related digital services.
- Design, development, implementation and maintenance of web-based applications, portals and integrations with GIS, payment gateways, e-Forms, financial technology devices and other required systems.
- Security audit of websites, portals, web-enabled applications, online widgets and mobile applications through CERT-In empanelled agencies, wherever applicable.
- Development of dashboards, MIS reports, data visualization tools and analytics interfaces for monitoring, analysis and decision support.
- Design, development and maintenance of web-enabled applications/online widgets/mobile applications/search engine optimization in multiple languages.
- Provision of analysis and statistics covering traffic reports and visitor analysis/reports.
- Preparation of SRS (System Requirement Specification).
- Data entry and processing related to the application developed.
- Performing all forms of testing including System Integration Testing (SIT), User Acceptance Testing (UAT) and Final Acceptance Testing (FAT).
- Training and capacity building of employees for developed software.
- Handing over of project-related documents including complete source code with documentation, software executables, project plans, status reports, test plans/specifications/results, user manuals, training materials and technical manuals.
- Change management/change request handling.
- Annual Maintenance and Operational Support Contract, if required.
- Development of APIs as and when required

The websites, portals, applications and mobile solutions developed under this empanelment/Rate Contract shall be responsive, device-independent, secure, scalable and compliant with applicable government standards and project-specific requirements. Empanelled/Rate Contract agencies shall provide qualified, experienced and skilled technical resources and/or undertake project-based assignments on a fixed-scope/fixed-cost basis or a man-month/resource deployment basis, at Beltron, user department locations, project sites or through remote/online mode, anywhere in Bihar or India, depending on project requirements.

2 EMPANELMENT FRAMEWORK

2.1 Empanelment Process

The empanelment/rate contract shall initially be valid for one year, extendable at the sole discretion of Beltron on the same or mutually agreed additional terms, and further extendable in cases of project exigency or administrative requirement with approval of the competent authority.

Engagement with empanelled agencies shall be undertaken through two models:

- (i) project-based engagement on a fixed-scope/fixed-cost basis, and
 - (ii) man-month/resource deployment-based engagement as per approved rates and requirements.
- Selection for rate contract purposes shall be based on Operating Margin evaluation as detailed

Selection of empanelled/ Rate Contract agencies for rate contract purposes shall be based on operating margin-based evaluation, as detailed in the financial bid evaluation section.

The commercial rates finalized under this RFP shall constitute the approved rate contract for eligible services and resource categories.

Beltron may place work orders on empanelled/ Rate Contract agencies for projects on behalf of its user departments/clients. Work may be awarded either on a project-based model or on a man-month/resource deployment model, as described below.

a) Project-Based Engagement / Fixed-Scope Projects

- Step 1 — Requirement and Scope Finalisation: The user department submits the project requirement, scope, functional requirements, deliverables, timelines and estimated budget to Beltron.
- Step 2 — Technical and Administrative Review: Beltron reviews the requirement, validates scope, confirms budget/administrative approval, and finalises the Scope of Work/Terms of Reference.
- Step 3 — Invitation of Quotations/Proposals: Beltron invites quotations/proposals from eligible empanelled agencies under the appropriate category, per Bihar Financial Rules and this RFP.
- Step 4 — Evaluation and Agency Selection: Proposals are evaluated by a competent committee against published criteria, documented, scored where applicable, and approved by the competent authority.
- Step 5 — Work Order Placement and Execution: After approval, Beltron issues the work order specifying scope, deliverables, timelines, payment milestones, acceptance criteria, reporting requirements and applicable obligations.

b) Man-Month / Resource Deployment-Based Engagement

- Step 1 — Resource Requisition: The user department specifies number of resources, role/category, skill set, experience, qualification, location and duration.
- Step 2 — Identification of Empanelled Agencies: Beltron seeks CVs from the recommended empanelled agency, or, where none is recommended, calls for CVs from eligible agencies under the relevant category.
- Step 3 — CV Screening and Evaluation: CVs are examined by Beltron/TCPC (Software) or the authorised committee, including scrutiny of qualification, experience, domain exposure and interview/presentation, wherever required.
- Step 4 — Selection and Approval: Based on pre-published criteria and evaluation, the highest-ranked technically responsive resource/agency is recommended, subject to competent authority approval; the evaluation record is maintained.
- Step 5 — Deployment and Work Order: Beltron issues a work order/deployment order specifying resource name(s), role(s), rate, deployment period, reporting authority, location/mode, attendance/timesheet requirements and payment terms.

- Step 6 — Monitoring and Continuation: The deployed resource works under Beltron/user department supervision. Continuation, extension, replacement, release or termination is governed by the work order, performance feedback, project requirement and RFP terms.

While allocating work orders, preference shall be accorded to empaneled agencies having relevant domain experience in IoT/ICT and AI/ML projects, wherever such expertise is required.

2.2 Categories for Empanelment

Participation in this empanelment/rate contract shall be open to eligible firms across India under the following three categories:

Category 1: IT Start-ups of Bihar

Officially recognized Bihar start-ups holding a valid Category A or Category B certificate in the IoT/ICT, AI/ML, and IT/ITeS domains from the Department of Industries, Government of Bihar.

Category 2 — Bihar-based IT/software firms:

Having their registered head office in Bihar, with a minimum of five (5) years of operational experience and an average annual turnover of more than INR 30 lakh.

Category 3 — National-level IT/software firms:

Firms/companies with registered offices in India, having a minimum of 5 years of registration and a minimum average annual turnover of INR 10 crore

IT/software firms shall mean firms having experience in IoT/ICT, AI/ML, and IT/ITeS domains. A bidder shall be permitted to participate and be empanelled under only one of the three categories specified above. A single legal entity shall not be allowed to apply under, or be empanelled in, more than one category or sub-category under any circumstances.

2.3 Eligibility

The category-wise eligibility criteria given in this section must be filled up and submitted along with supporting documents towards the eligibility compliance sheet. Documentary evidence for compliance with each eligibility criterion must be enclosed along with the bid, with relevant portions highlighted. If the bid is not accompanied by all requisite supporting documents, it may be rejected. Undertakings for subsequent submission of any required document shall not be entertained under any circumstances; any document created after the bid submission date shall not be accepted.

2.3.1 Nature of Empanelment and Rate Contract

- Empanelment of Eligible IT Agencies: BSEDC shall establish a panel of eligible IT agencies across the prescribed categories for undertaking project-based IT assignments, including software development, implementation, mobile applications, dashboards, AI/ML solutions, system integration, maintenance and other related IT services.
- Rate Contract for Resource/Manpower-Based Services: BSEDC shall establish a Rate Contract for deployment of approved categories of IT resources/manpower at the prescribed base remuneration rates plus the Operating Margin (OM%) approved through financial evaluation.
- Project-Based Assignments: Awarded to empanelled agencies through a separate project-specific selection process, based on the approved Scope of Work/Terms of Reference, estimated project value, technical requirements and the applicable financial/procurement procedure.
- No Minimum Business Commitment: Empanelment or Rate Contract does not constitute any guarantee of minimum business, quantity, expenditure, manpower deployment or number/value of work orders. Work orders shall be issued only as and when required, subject to availability of requirement, budget, administrative approval and applicable procurement procedures.

2.3.2 Period of Empanelment

The empanelment of eligible agencies under this RFP shall initially be valid for a period of **one (1) year** from the date of issuance of the Letter of Empanelment (LOE).

BSEDC may, at its sole discretion and subject to satisfactory performance of the empanelled agency, continued compliance with the terms and conditions of the RFP/Rate Contract, and applicable procurement rules, **extend the empanelment for a further period of up to one (1) year**, with a maximum of two such extensions as approved by the competent authority.

The extension shall **not be automatic** and shall be subject to a written approval/order issued by BSEDC before expiry of the initial empanelment period.

Extension of empanelment shall not, by itself, constitute any commitment or guarantee of additional work orders, business volume, manpower deployment or expenditure in favour of the empanelled agency.

Any Work Order already issued before expiry of the empanelment period shall continue to be governed by the terms and conditions of the respective Work Order/Contract, including applicable provisions relating to completion, warranty, AMC/O&M, payment, SLA, PBG and exit obligations.

2.4 Pre-Qualification (PQ) Criteria —

2.4.1 Pre-Qualification (PQ) Criteria — Category 1 -IT Start-ups of Bihar:

The Start-up must be registered with and recognized by the Department of Industries, Government of Bihar, and shall furnish a valid Category A or Category B Certificate in the IoT/ICT, AI/ML, or IT/ITeS domain(s). No separate minimum years-of-existence criterion shall apply to Category 1, provided that the required registration/recognition and certificate were obtained **on or before the date of submission of the bid**, and the same remains valid as on the bid submission date.

2.4.2 Pre-Qualification (PQ) Criteria — Category 2-Bihar-based IT/software firms

S.No.	Requirement	Eligibility Criteria	Documents Required
1.	Legal Entity	Head office registered in Bihar; sole proprietorship/partnership/private/public limited/LLP; minimum 5 years in existence.	Certificate of Incorporation.
2.	PAN and GSTIN	Valid GST registration and PAN.	GST & PAN copies.
3.	Average Annual Turnover	More than INR 30 lakh from IT/ITES/software development services in any 3 of the past 4 FYs.	CA Certificate with UDIN; audited financial statements.
4.	Relevant Past Experience	≥ 3 completed/ongoing government/PSU/agency projects in the last 7 years, cumulative value ≥ INR 10 lakh.	Work Orders/Contract Agreement/LOI/LOA and completion certificate.
5.	Blacklisting/Debarment	Not blacklisted/debarred as above.	Self-certification undertaking.
6.	Certification	ISO 9001:2015 or CMMI Level 3.	Available certificate copies.
7.	Organisation size	Minimum 10 full-time employees on payroll.	HR declaration with employee list ; CA Certificate
8.	Bid Signatory	Bid signed by authorized signatory with valid authorization.	Power of Attorney/Authorization letter.

2.4.3 Pre-Qualification (PQ) Criteria — Category 3-National-level IT/software firms

S.No.	Requirement	Eligibility Criteria	Documents Required
1.	Legal Entity	Head office registered in India; sole proprietorship/partnership/private/public limited/LLP; minimum 5 years in existence.	Certificate of Incorporation.
2.	PAN and GSTIN	Valid GST registration and PAN.	GST & PAN copies.
3.	Average Annual Turnover	Minimum INR 10 crore from IT/ITES/software development services in any 3 of the past 4 FYs (turnover from hardware/COTS not considered).	CA Certificate with UDIN; audited financial statements.
4.	Relevant Past Experience	≥ 5 completed/ongoing government/PSU projects ≥ ₹25 lakh each, in the last 5 years.	Work Orders/Contract Agreement/LOI/LOA and completion certificate.
5.	Blacklisting/Debarment	Not blacklisted/debarred as above.	Self-certification undertaking.
6.	Certification	ISO 9001:2015 or CMMI Level 3/5.	Available certificate copies.
7.	Organisation size	Minimum 50 full-time employees on payroll.	HR declaration with employee list ; CA Certificate
8.	Bid Signatory	Bid signed by authorized signatory with valid authorization.	Power of Attorney/Authorization letter.

“PO” wherever used means Purchase Order/Work Order. b) Multiple extensions of the same project shall not be treated as separate projects. c) Where a non-disclosure agreement restricts disclosure, a CA certificate stating scope and revenue, with a copy of the work order, may be submitted. d) All pages must be signed and stamped by the Authorized Signatory. e) Only bidders satisfying the PQ requirements and accepting RFP terms without pre-condition shall be shortlisted. f) For FY 2025-26, if audited statements are unavailable, a CA-certified provisional statement may be submitted.

The bids consisting of documents in support of the above Eligibility criteria required as per RFP requirement, should be uploaded electronically and document must be properly page numbered and indexed. Beltron reserves the right to seek clarifications on the submitted bid documents. The time limit, in which the Bidders have to submit the additional information or clarifications, will be decided by the TEC (Tender Evaluation Committee)/ Tender Committee of Beltron and its decision will be final in this regard. Bidders failing to adhere to the specified time limit will be rejected.

Important Note: All bidders must indicate in the covering letter, which category of Empanelment / Rate Contract of Agencies do they wish to apply for. Empanelment / Rate Contract of Agencies of a single entity/bidder will be only under one of the three categories specified above.

2.5 Technical Evaluation

The bid evaluation process is a two-stage process: pre-qualification and technical qualification evaluation, followed by financial bid evaluation. A bidder proceeds to the next stage only if found responsive and eligible at the preceding stage. Beltron reserves the right to accept or reject any bid, and to annul the tender process and reject all bids at any time prior to award of contract, without incurring liability to affected bidders.

Evaluation process

- The Bidder furnishes information in the prescribed formats and is evaluated against PQ criteria; bids qualifying all PQ criteria proceed to Technical Qualification (TQ) evaluation.
- Beltron constitutes a Tender Evaluation Committee (TEC) to evaluate proposals through detailed scrutiny.
- The TEC evaluates and assesses technical bids determined to be substantially responsive, reviewing the Technical Proposal along with Eligibility Criteria.
- A 15–20-minute Technical Presentation slot is provided to each bidder qualifying the applicable PQ criteria for Categories 2 and 3, covering understanding of requirement, relevant experience, technical approach, execution methodology, security/quality approach, and responses to Committee questions.
- The technical score is calculated strictly per the published marking criteria. A bidder qualifies for financial evaluation only on obtaining at least 70% of the applicable maximum technical marks. Category 1 bidders meeting the specified PQ/TQ certificate requirement are deemed technically qualified.

Only those proposals that fully meet the pre-qualification criteria will be evaluated for technical qualifications (TQ) criteria as mentioned below:

2.6 TQ Marking Criteria — Category 1 — IT Start-ups of Bihar:

The Start-up must be registered with and recognized by the Department of Industries, Government of Bihar, and shall furnish a valid Category A or Category B Certificate issued by the Department in the IoT/ICT, AI/ML, or IT/ITeS domain(s). No separate minimum years-of-existence criterion shall apply to Category 1 beyond the validity of the required recognition/certificate.

2.6.1 TQ Marking Criteria — Category 2 - Bihar-based IT/software firms

S.No.	Requirement	Marking Scheme (Maximum Marks)	Documents Required
1.	Legal Entity (years)	5–7 yrs=6; >7–10 yrs=8; >10 yrs=10. Max: 10.	Certificate of Incorporation.
2.	Average Annual Turnover	>₹30L–<₹50L=12; ≥₹50L–₹1Cr=16; >₹1Cr=20. Max: 20.	CA Certificate with UDIN; audited financial statements.
3.	Relevant Past Experience	>₹10L–<₹25L=12; ≥₹25L–<₹50L=16; ≥₹50L=20. Max: 20.	Work Orders/Contract Agreement/LOI/LOA and completion certificate.
4.	Certification	ISO 9001 only=16; +CMMI L3=20;. Max: 20.	Available certificate copies.
5.	Organization size	10–15=6; 16–25=8; >25=10. Max: 10.	HR declaration with employee list; CA Certificate.
6.	Technical Presentation (Bidder shall have the necessary technical infrastructure, resources and expertise to handle the projects/requirements)	Technical Presentation. Max: 20.	Presentation to be enclosed with technical bid

2.6.2 TQ Marking Criteria — Category 3- National-level IT/software firms:

S.No.	Requirement	Marking Scheme (Maximum Marks)	Documents Required
1.	Legal Entity (years)	5–7 yrs=6; >7–10 yrs=8; >10 yrs=10. Max: 10.	Certificate of Incorporation.
2.	Average Annual Turnover	₹10–15Cr=12; >₹15–25Cr=16; >₹25Cr=20. Max: 20.	CA Certificate with UDIN; audited financial statements.
3.	Relevant Past Experience	5–6 projects=12; 7–9=16; 10+=20. Max: 20.	Work Orders/Contract Agreement/LOI/LOA and completion certificate.
4.	Certification	ISO 9001 only=12; +CMMI L3=16; or +CMMI L5=20. Max: 20.	Available certificate copies.
5.	Organization size	50–60=6; 61–100=8; >100=10. Max: 10.	HR declaration with employee list; CA Certificate.
6.	Technical Presentation (Bidder shall have the necessary technical infrastructure, resources and expertise to handle the projects/requirements)	Technical Presentation. Max: 20.	Presentation to be enclosed with technical bid

Note: Financial bids are opened only for bidders technically qualified under the applicable category. Category 1, bidders meeting the PQ/TQ certificate requirement are deemed technically qualified; Categories 2 and 3 require a minimum technical score of 70% of the applicable maximum marks.

2.7 Financial Evaluation

The final Empanelment/Rate Contract award is based on the lowest (L1) quoted Operating Margin (OM) percentage, determined as follows:

- Financial Bids of bidders satisfying all eligibility conditions are opened electronically in the presence of representatives of technically qualified bidders.
- The bidder shall quote the operating margin strictly in accordance with Finance Department, Government of Bihar Resolution (M-4-06/2023/ 2988 dated 23/03/2023). Any bidder failing to comply with the said Government Order or quoting a operating margin other than that prescribed therein may lead to disqualification. Further, the bidder shall be required to match the L1 quoted operating margin separately for each category for which the bidder has participated. Those bidders who matches the L1 quoted operating margin shall be considered for the empanelment.

Important notes

- If there is a mismatch between values in figures and words, the value in words prevails.
- Bids not strictly complying with the commercial bid format are rejected.
- Beltron reserves the right to use the Rate Contract to service its clients'/Beltron's project requirements.
- Technical and commercial bids with incomplete, blank or misleading/ambiguous information shall be rejected.

2.8 Qualifications, Experience, Skills and Educational Requirements for Manpower

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
1	Role: Sr. Project Manager Experience: 10+ years	Educational Qualification BE/B.Tech./MCA (MBA/PMP/Prince2 will be preferred.) Minimum Required Work Experience & skills: • 10+ years in IT/software project management. • Experience in planning, execution, monitoring and delivery of software/e-Governance projects. • Ability to coordinate with user departments, technical teams and vendors. • Experience in requirement review, project scheduling, progress reporting, quality control and issue resolution. • Ability to manage project teams and ensure timely completion of assigned work.
2	Role: Project Manager Experience: 8+ years	Educational Qualification BE/B.Tech./MCA (MBA/PMP/Prince2 will be preferred.) Minimum Required Work Experience & skills: • 8+ years in IT/software project management. • Experience in managing software application development, implementation or maintenance projects. • Ability to coordinate with client/user department and development/testing teams. • Experience in preparing project plans, tracking deliverables, resolving issues and reporting progress. • Knowledge of e-Governance projects shall be preferable
3	Role: Solution Architect Experience: 10+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 10+ years in software solution design, architecture and implementation. • Experience in designing scalable web/mobile applications, APIs and database-driven systems. • Ability to translate business requirements into technical architecture and design. • Experience in guiding development teams and reviewing technical deliverables. • Knowledge of integration, security and deployment practices shall be preferable.
4	Role: Sr. System Analyst Experience: 8+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 8+ years in system analysis, software design and application development support. • Experience in requirement analysis, process study, preparation of SRS/FRS and functional specifications. • Ability to coordinate with users and development teams for solution

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
		design and implementation. • Experience in reviewing application workflows, reports, interfaces and testing requirements. • Ability to guide a small technical team shall be preferable.
5	Role: System Analyst Experience: 6+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 6+ years in system analysis, requirement study and software development support. • Experience in preparing functional requirements, user workflows, reports and test scenarios. • Ability to coordinate with users, developers and testers during implementation. • Knowledge of database-driven applications and web/mobile systems. • Experience in e-Governance projects shall be preferable
6	Role: Senior software Programmer Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in software development with hands-on coding experience. • Experience in developing, testing and maintaining web or application software. • Knowledge of database, APIs, version control and standard coding practices. • Ability to analyze requirements and independently develop assigned modules. • Ability to support debugging, deployment and maintenance activities.
7	Role: Software Programmer Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years in software development with coding experience. • Experience in developing and maintaining assigned software modules. • Knowledge of database, APIs, debugging and basic version control practices. • Ability to work under senior programmers and deliver assigned tasks. • Basic understanding of testing and deployment support
8	Role: Junior software Programmer Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 1+ year in software development or application support. • Basic experience in coding, debugging and database operations. • Ability to assist in development, testing and documentation activities. • Knowledge of web application development concepts. • Ability to work under the guidance of senior technical resources.

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
9	Role: Senior Mobile App. Developer Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in mobile application development. • Experience in developing and maintaining Android and/or iOS mobile applications. • Knowledge of mobile UI, APIs, database connectivity and app deployment process. • Ability to independently develop mobile app modules and support testing/debugging. • Experience in government/e-Governance mobile applications shall be preferable.
10	Role: Mobile App. Developer Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years in mobile application development. • Experience in Android and/or iOS application development and maintenance. • Knowledge of APIs, mobile UI, debugging and app testing. • Ability to develop assigned mobile app modules under guidance. • Experience in deployment support shall be preferable.
11	Role: Junior Mobile App. Developer Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 1+ year in mobile application development or support. • Basic knowledge of Android/iOS application development concepts. • Ability to assist in coding, testing, debugging and documentation. • Knowledge of APIs and mobile UI concepts shall be preferable. • Ability to work under senior mobile developers.
12	Role: Senior Software Tester/ Manager Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in software testing/quality assurance. • Experience in test planning, test case preparation, execution and defect tracking. • Ability to coordinate with development teams and users for testing and UAT support. • Experience in functional, integration, regression and acceptance testing. • Ability to guide testing resources and prepare testing reports.
13	Role: Software Tester/QA Lead Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years in software testing/quality assurance. • Experience in preparing and executing test cases for web/mobile applications. • Knowledge of defect reporting, regression testing and basic test documentation. • Ability to coordinate with developers for issue resolution. • Experience in UAT support shall be preferable.

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
14	Role: Junior Software Tester Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 1+ year in software testing or application support. • Basic knowledge of test case execution, defect logging and verification. • Ability to assist in functional, regression and user acceptance testing. • Basic understanding of web/mobile application testing. • Ability to work under the guidance of senior testing resources.
15	Role: Network Solution Architect Experience: 10+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 10+ years in network architecture, network administration or network security implementation. • Experience in designing and supporting LAN/WAN, data centre network, firewall, routing, switching, DNS and DHCP services. • Ability to plan network configuration, capacity, availability and basic security controls. • Experience in troubleshooting network issues and coordinating with infrastructure/security teams. • Ability to guide network support resources and prepare basic network documentation.
16	Role: Senior IT Admin Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in IT infrastructure, server or system administration. • Experience in installation, configuration and maintenance of servers, operating systems and basic network services. • Ability to manage user accounts, access rights, backup support and routine system monitoring. • Knowledge of troubleshooting, patching, antivirus/security updates and system performance monitoring. • Ability to coordinate with application, network and database teams for operational support.
17	Role: IT Admin Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • System administration and IT certifications in Linux, Microsoft, or other network related fields are a plus • Working knowledge of virtualization, VMWare, or equivalent • Strong knowledge of systems and networking software, hardware, and networking protocols • Experience with scripting and automation tools

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
18	Role: Junior IT Admin Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Working knowledge of virtualization, VMWare, or equivalent. Strong knowledge of systems and networking software, hardware, and networking protocols. Experience with scripting and automation tools.
19	Role: Storage System Architect Experience: 10+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 10+ years in storage system administration, storage architecture or data centre infrastructure support. • Experience in SAN, NAS, storage switches, backup systems and storage performance monitoring. • Ability to configure, maintain and troubleshoot storage systems in production environments. • Knowledge of storage provisioning, capacity planning, backup/restore support and basic disaster recovery practices. • Ability to coordinate with server, network, database and application teams for infrastructure support.
20	Role: Senior UI/UX Designer/ Specialist Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: 5+ years of experience in relevant field. In UX/UI, Adobe XD, Illustrator, designer, Photoshop, UX Designer. Create compelling User Interfaces, ranging from mobile apps to complex web applications. Give visual effects with excellent understanding of basic design aspects including typography, colors, balance, visual hierarchy and attention to detail.
21	Role: UI/UX Designer Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: 3+ years of experience in relevant field. In UX/UI, Adobe XD, Illustrator, designer, Photoshop, UX Designer. Create compelling User Interfaces, ranging from mobile apps to complex web applications. Give visual effects with excellent understanding of basic design aspects including typography, colors, balance, visual hierarchy.
22	Role: Junior UI/UX Designer Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: 1+ years of experience in relevant field. In UX/UI, Adobe XD, Illustrator, designer, Photoshop, UX Designer. Create compelling User Interfaces, ranging from mobile apps to web applications.

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
23	Role: Senior Database Administrator Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in database administration, database maintenance or database support. • Experience in installation, configuration, backup, restoration and monitoring of database systems. • Ability to manage database users, access rights, security, performance and routine troubleshooting. • Knowledge of database backup/recovery, data integrity, capacity planning and basic documentation. • Ability to coordinate with application, server and infrastructure teams for database-related support.
24	Role: Database Administrator Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years in database administration, database maintenance or database support. • Experience in database installation, configuration, backup, restoration and routine monitoring. • Ability to manage database users, access rights, data security and basic performance tuning. • Knowledge of troubleshooting, database backup/recovery, data integrity and basic documentation. • Ability to coordinate with application and server teams for database-related support.
25	Role: Senior Data Scientist Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Formulates and leads guided, multifaceted analytic studies against large volumes of data • Interprets and analyzes data using exploratory mathematic and statistical techniques based on the scientific method • Coordinates research and analytic activities utilizing various data points (unstructured and structured) • Employ programming to clean, large datasets
26	Role: Data Scientist Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years in data analysis, data science, statistical analysis or analytics solution development. • Experience in working with structured and unstructured datasets for reporting, analysis and insight generation. • Knowledge of data cleaning, data preparation, exploratory analysis and basic statistical techniques. • Experience in using tools/languages such as Python, R, SQL or similar analytics tools. • Ability to support dashboard, MIS, predictive analysis and decision-support requirements.

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
27	Role: Senior AI/ML Specialist/ Engineer Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5+ years in AI/ML solution development, machine learning model development or data-driven analytics projects. • Experience in developing, training, testing and validating machine learning models using Python or similar tools. • Knowledge of supervised/unsupervised learning, model evaluation, data preparation and feature engineering. • Experience in supporting AI/ML use cases such as prediction, classification, recommendation, computer vision, text processing or speech processing. • Ability to coordinate with data, application and business teams for implementation of AI/ML solutions.
28	Role: AI/ML Specialist/ Engineer Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Implement appropriate Machine Learning algorithms and tools • Working experience with Python and associated libraries in Deep Learning/ Machine Learning Framework • Experience in deploying/ building a fast, distributed and fault – tolerant AI Solutions • Development of web-based algorithm for image and video processing • Knowledge of Computer Vision, Text & Speech processing • Adapt learn new technologies as required • Develops methodology and processes for prioritization and scheduling of projects • Analyzes problems and determines root cause
29	Role: Senior Data Analyst Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Perform Data Analysis for end user data requests using SQL, and/or other reporting/data mining technologies tools • Support technology projects in the analysis, documentation, and socialization of data requirements • Develop appropriate data requirements documentation in line with SDLC framework including Data Requirements, source to target mapping, and test plans • Support day to day data related questions/ queries from stakeholders
30	Role: Data Analyst Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Perform Data Analysis for end user data requests using SQL, and/or other reporting/data mining technologies tools • Develop appropriate data requirements documentation in line with SDLC framework including Data Requirements, source to target mapping, and test plans • Support day to day data related questions/queries from stakeholders
31	Role: Senior Business Analyst Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 5 plus years practical level experience in providing Integration/ Interoperability support on large and complex projects in Government

S. No.	Manpower Roles/ Titles and Min. Total Experience	Educational Qualification and Required Work Experience/Skills
		environment • Strong Knowledge of various project architecture, Software Development frameworks along with knowledge of Revenue Cycle applications • Working knowledge of databases and tools i.e. SQL Server, web services, BI tools preferred • Working knowledge of integrating systems
32	Role: Business Analyst Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3 plus years practical level experience in providing Integration/ Interoperability support on large and complex projects in Government environment • Strong Knowledge of various project architecture, Software Development frameworks • Working knowledge of databases and tool i.e. SQL Server, web services, BI tools preferred
33	Role: Senior Technical Document Writer Experience: 3+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • 3+ years of experience having the ability to create, assimilate, and convey technical material in a concise and effective manner • Hands-on experience in writing for social media platforms and digital marketing campaigns • Excellent consulting, writing, editing (text and photo), presentation and communication skills • Ability to create social posts, social contents, and videos from time to time • Demonstrable social networking experience • Excellent command over English is a must
34	Role: Technical Document Writer Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: • Hands-on experience in writing for social media platforms and digital marketing campaigns • Excellent consulting, writing, editing (text and photo), presentation and communication skills • Ability to create social posts, social contents, and videos from time to time • Demonstrable social Networking experience • Excellent command over English is a must
35	Role: Network Support Engineer/Software Support Engineer/Data Base Support Engineer. Experience: 1+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: Should have experience in relevant field. Support the ongoing project as per requirement. Good Communication Skills, Analytic skill, Man Management Skills.
36	Role: Senior Network Support Engineer/ Senior Software Support Engineer/ Senior Data Base Support Engineer. Experience: 5+ years	Educational Qualification BE/B.Tech./MCA Minimum Required Work Experience & skills: Should have experience in relevant field. Support the ongoing project as per requirement. Good Communication Skills, Analytic skill, Man Management Skills.

3 RATE CONTRACT

3.1 Manpower Rates

The following manpower roles are indicative and may be used by Beltron/user departments as per project requirements. Beltron may increase the panel size as per business requirement. The tentative remuneration payable to deployed manpower is as follows (rates are indicative and may be revised by Beltron as per administrative, financial or project requirements):

Minimum Work Experience	Level	Minimum Monthly Remuneration (Rs.) (Excluding Agency Operating Margin)	Category wise Slab		
Up to 1 Year	1	30,000	National Level Company Slab	Local IT Firms Slab	Startup Slab
More than 1 Year and up to 2 Years	2	35,000			
More than 2 Years and up to 3 Years	3	40,000			
More than 3 Years and up to 4 Years	4	45,000			
More than 4 Years and up to 5 Years	5	55,000			
More than 5 Years and up to 6 Years	6	60,000			
More than 6 Years and up to 7 Years	7	70,000			
More than 7 Years and up to 8 Years	8	75,000			
More than 8 Years and up to 9 Years	9	85,000			
More than 9 Years and up to 10 Years	10	90,000			
More than 10 Years	11	1,10,000			

Category mapping: Category 1 — Start-up slab; and Category 2 — Local IT Firms slab; Category 3 — National-level Company slab. These are common base rates common to all categories, excluding the Agency Operating Margin.

Indicative manpower roles

1. Solution Architect
2. Sr. Project Manager
3. Project Manager
4. Sr. System Analyst
5. System Analyst
6. Senior Software Programmer
7. Software Programmer
8. Junior Software Programmer
9. Senior Mobile App Developer
10. Mobile App Developer
11. Junior Mobile App Developer
12. Senior Software Tester/Manager
13. Software Tester/QA Lead
14. Junior Software Tester
15. Network Solution Architect
16. Senior IT Admin
17. IT Admin
18. Junior IT Admin
19. Storage System Architect

20. Senior UI/UX Designer/Specialist
21. UI/UX Designer
22. Junior UI/UX Designer
23. Senior Database Administrator
24. Database Administrator
25. Senior Data Scientist
26. Data Scientist
27. Senior AI/ML Specialist/Engineer
28. AI/ML Specialist/Engineer
29. Senior Data Analyst
30. Data Analyst
31. Senior Business Analyst
32. Business Analyst
33. Senior Technical Document Writer
34. Technical Document Writer
35. Network/Software/Database Support Engineer
36. Senior Network/Software/Database Support Engineer

Detailed educational qualification and minimum required work experience/skills for each role shall govern CV evaluation for resource deployment.

3.2 Operating Margin

The bidder shall quote only the Operating Margin (OM%) to be charged over and above the applicable fixed manpower cost prescribed by BSEDC under the Rate Contract. The quoted OM% shall include all agency administrative overheads, recruitment costs, management/supervision charges, statutory compliance costs, incidental expenses and profit. GST and any other indirect tax legally applicable on the taxable value shall be charged separately at the applicable statutory rate and shall not be used to alter the quoted OM%.

Bidders are not required to quote manpower costs separately — manpower remuneration shall be as per the rates prescribed in this RFP. The quoted Operating Margin (OM%) shall remain firm and fixed during the validity of the Rate Contract, and no upward revision shall be permitted during the contract period. The Operating Margin is the sole parameter used for L1 selection under the financial evaluation methodology.

3.3 Fixed-Price Project Mechanism

For project-based engagements on a fixed-scope/fixed-cost basis, Beltron follows a structured mechanism from requirement finalization through work order placement, as set out in - Empanelment Process: Project-Based Engagement / Fixed-Scope Projects. In summary:

- The user department finalizes requirement, scope, deliverables, timelines and estimated budget.
- Beltron reviews and validates the scope, confirms budget/administrative approval, and finalizes the Scope of Work/Terms of Reference.
- Quotations/proposals are invited from eligible empanelled agencies under the appropriate category, evaluated by a competent committee against published criteria, and approved by the competent authority.
- A work order is issued specifying scope, fixed-price/milestone-linked payment structure, deliverables, timelines, acceptance criteria and reporting requirements, in accordance with the payment framework.

3.4 AMC / O&M Rates

After successful completion of warranty support, the user department/Beltron may opt for an Annual Maintenance Contract (AMC). During the AMC period, the vendor shall be responsible for all project activities under Operations & Maintenance. Where there is no development/enhancement, all activities forming part of Project Execution/Operations shall continue to be undertaken.

Where the User Department desires to utilise the AMC services of an empanelled agency for its already-developed websites/portals/web/mobile applications, the vendor shall be paid AMC charges as a percentage of the total project/development cost arrived through the existing work order. AMC charges shall be derived from the applicable Terms of Reference (TOR) on mutually agreed costs, as approved by the User Department and Beltron.

3.5 Rate Validity

The Empanelment/Rate Contract shall initially be for a period of one year (“the Term”), subject to satisfactory performance. If performance is considered satisfactory, it may be extended for a further period of one year on mutually agreed terms, with a maximum of two such extensions as approved by the competent authority.

The finalised OM% rates shall remain valid and firm throughout the Empanelment/Rate Contract period, including any extension, and no upward revision shall be permitted during the contract period. Vendors must, however, comply with statutory minimum wage revisions and pass on applicable increments to deployed resources as required by law.

3.6 Annual Revision of Manpower Remuneration Rates

The approved base remuneration rates for manpower/resources under the Rate Contract shall be increased by **10% annually over the immediately preceding year's approved rate** during the period of the Rate Contract.

3.7 Applicability of Revised Rates

The revised manpower remuneration rates shall be applicable from the start of each new contract year and shall remain valid for that contract year.

These revised rates shall apply only to manpower/resource-based services covered under the Rate Contract.

The revised rates shall be applicable for:

- a) New manpower/resources deployed during the contract year;
- b) Existing manpower/resource deployments that are extended or renewed during the contract year;
and
- c) New Work Orders issued under the Rate Contract during the contract year.

The annual 10% increase shall not apply to services already completed or to bills already raised and approved for a previous contract year.

The annual 10% increase under Clause 3.6 shall be the only applicable rate revision for manpower remuneration under this Rate Contract. No additional escalation or rate increase shall be claimed or payable.

4 WORK ORDER MECHANISM

4.1 Category-wise Project Award Ceiling

While placing work orders, project value shall determine the eligible category of empaneled agency, as follows:

Category	Description	Project Value Ceiling
Category 1 (start-ups)	Officially recognized, eligible Bihar start-ups, having certificate A/B from Industries Department, Government of Bihar will be Empanelment / Rate Contract of Agencies	Up to INR 20 lakh
Category 2 Bihar-based IT/software firms	Eligible IT firms/companies with their registered head office in Bihar will be Empanelment / Rate Contract of Agencies under this category	Above INR 20 lakh, and up to INR 50 lakh
Category 3 National-level IT/software firms:	All eligible IT firms/companies with their registered head offices in India, will be Empanelment / Rate Contract of Agencies under this category	Above INR 50 lakh, and up to INR 1 crore

A single bidder/entity shall be empanelled/awarded a Rate Contract under only one category or sub-category. While allocating work orders, preference shall be accorded to empanelled agencies having relevant domain experience in IoT/ICT and AI/ML projects, wherever such expertise is required for the assignment.

Placement of Work Orders for empanelment/Rate Contract of Agencies:

- i. While allocating work orders, preference shall be accorded to empanelled agencies having relevant domain experience in IoT/ICT and AI/ML projects, wherever such domain expertise is required for the assignment.
- ii. Work orders shall be allocated in accordance with the approved project-specific selection methodology, applicable procurement/financial rules and the terms of this RFP. No minimum quantity or value of work is guaranteed to any empanelled agency.
- iii. On receipt of request from User department(s), Beltron would inform the User Department/ Agency/ Institution about the Empanelment / Rate Contract of Agencies vendors and the actual procedure followed in the Empanelment / Rate Contract of Agencies.
- iv. When a requirement is received from the User Department and the Department intends to consider empanelled/rate contract agencies for execution of the work; the following procedure shall be followed:**
 - a) Upon receipt of the requirement from the User Department, BELTRON shall constitute a Joint Evaluation Committee comprising representatives of the concerned User Department and designated officials of BELTRON.
 - b) BELTRON shall define the evaluation criteria based on the nature of the requirement communicated by the User Department. The evaluation methodology shall be clearly specified in the project-specific TOR/SOW/RFP or invitation issued to eligible empanelled agencies prior to the submission of proposals.

The evaluation parameters shall be objective, measurable, transparent, and uniformly applicable to all participating agencies.

i. Resource-Based Assignments

For requirements involving deployment of individual resources/manpower, the evaluation shall primarily be based on the proposed resource(s), including but not limited to:

- Curriculum Vitae (CV) of the proposed resource(s);
- Educational qualifications and professional certifications;
- Relevant experience and project exposure of the proposed resource(s) as per the defined SoW;
- Personal interview, interaction, or presentation of the proposed resource(s), wherever required.

ii. Project-Based Assignments

For requirements involving execution of a project, service, or outcome-based assignment, the evaluation shall be based on both the agency's organizational capabilities and the proposed project team, including but not limited to:

- Organizational domain expertise and relevant project experience;
- Experience in executing similar assignments of comparable size and complexity;
- Qualifications and experience of the proposed project team/resources;
- Curriculum Vitae (CV) of key personnel;
- Technical approach, methodology, and work plan;
- Presentation and demonstration by the bidder/agency;
- Interview or interaction with the proposed key resources, wherever required.

c) The Terms of Reference (ToR)/Scope of Work, along with the detailed evaluation criteria, shall be shared with all eligible empanelled/rate contract agencies invited to participate in the selection process.

d) The technical proposals, presentations, and interviews (where applicable) submitted by the participating agencies shall be evaluated by the Joint Evaluation Committee based on the predefined evaluation criteria. The agency obtaining the **highest overall score and recommended by the Committee may be considered for the award of work.**

In the event that **two or more agencies secure the same highest score**, the selection shall be carried out through a **draw-of-lots process**, conducted in a fair, transparent, and duly recorded manner.

e) The User Department shall actively participate in the evaluation and selection process, and its recommendations shall form an integral part of the decision-making process for the award of work.

f) The User Department shall actively participate in the evaluation and selection process, and its recommendations shall form an integral part of the decision-making process for the award of work.

v. Once a Empanelment / Rate Contract of Agencies vendor has been selected as per above defined criteria, Beltron will create and send a Proforma Invoice (PI) to the user department, along with name/details of selected vendor and terms of engagement, scope of work etc.

vi. For every Work Order issued by Beltron to the selected Empanelment / Rate Contract of Agencies vendor, the vendor will be required to submit a performance bank guarantee (PBG) as per BFR rules, after which work order/contract agreement will be signed and the work will be awarded to vendor.

vii. For every work order, the selected vendor will have to sign a Non-Disclosure Agreement (NDA) with the Beltron. The format for the NDA proposed to be signed shall be provided post signing of contract/work order. A copy of the signed work order/ contract agreement and NDA shall be provided by Beltron to the user department for record keeping / reference purpose.

viii. If during the project (either development/ Maintenance), any change request comes from user department, which contain work that is not part of the work order/contract, it will be treated as separate work and the change request proposal shall be submitted by vendor to user department and will be shared with Beltron for further processing as per rules, after consent by the user department.

Note: In case the User Department, based on its previous work experience, Proof of Concept (PoC), O&M, domain expertise, or project-specific requirements, recommends a particular agency/vendor among the empaneled agencies under this RFP through an official communication to BELTRON, BELTRON may consider such recommendation while awarding the work. In such cases, the recommendation shall be supported by a written justification and approval of the competent authority of the User Department. The scope of work and project requirements shall be finalized in consultation with the User Department and subsequently shared with the selected empaneled vendor for execution of the work.

4.2 Work Order

Upon receipt of payment of the amount requested in Beltron's Proforma Invoice from the user department, the work order is released to the selected vendor by Beltron, after obtaining the Performance Bank Guarantee (PBG) as per Bihar Financial Rules (BFR). For every work order, the selected vendor shall be required to submit a PBG as per BFR, after which the work order/contract agreement shall be signed and work awarded.

For every work order, the selected vendor shall sign a Non-Disclosure Agreement (NDA) with Beltron in the format at Annexure 10, to be provided post signing of the contract/work order. A copy of the signed work order/contract agreement and NDA shall be provided by Beltron to the user department for record-keeping/reference.

If, during the project (development or maintenance), a change request is received from the user department for work not part of the existing work order/contract, it shall be treated as separate work; the change request proposal shall be submitted by the vendor to the user department and shared with Beltron for further processing as per rules, after consent by the user department.

4.3 Terms and Conditions for empaneled/ Rate Contract Agencies

- a. The finalized OM% rates shall remain valid throughout the Empanelment / Rate Contract of Agencies period, and vendors must comply with minimum wage revisions and pass applicable increments to deployed resources.
- b. Empanelment / Rate Contract of Agencies vendors shall provide services as per Beltron/User Department requirements and maintain an escalation matrix containing contact details for issue resolution and support.
- c. The selected bidder must sign the Empanelment / Rate Contract of Agencies contract within 7 days of intimation from Beltron; failure to do so may result in withdrawal of the offer and execution of Bid Securing Declaration.
- d. Vendors must adhere to all tender conditions, fair-trade practices, and execution responsibilities. Any takeover, merger, or sale of business must be informed to Beltron in advance.
- e. Beltron reserves the right to seek supporting documents during Empanelment / Rate Contract of Agencies and verify CA certificates or submitted credentials whenever required.

- f. Subletting or assignment of Empanelment / Rate Contract of Agencies to another party is strictly prohibited and may result in termination of Empanelment / Rate Contract of Agencies, forfeiture of security deposits, and revocation of bank guarantees.
- g. Beltron may terminate, debar, or blacklist Empanelment / Rate Contract of Agencies vendors for repeated default, non-execution of work orders, failure to deploy manpower within stipulated timelines, insolvency, or violation of tender conditions.

4.4 Security Deposit for Empanelment / Rate Contract of Agencies

- a. The selected bidder shall submit an interest-free Security Deposit as follows:
 - INR 10,00,000/- only (INR Ten Lakhs only) for CAT-3;
 - INR 5,00,000/- only (INR Five Lakhs only) for CAT-2;
 - INR 1,00,000/- only (INR One Lakhs only) CAT-1
- b. The Security Deposit must be submitted within 14 days of issuance of the Empanelment / Rate Contract of Agencies Letter and shall remain valid for the entire Empanelment / Rate Contract of Agencies/extended period plus an additional 3 months.
- c. In case the Empanelment / Rate Contract of Agencies period is extended, the selected agency must either extend the validity of the existing Security Deposit or submit a fresh Security Deposit within the prescribed timeline.
- d. The Security Deposit/Bank Guarantee will be released without interest after completion of the Empanelment / Rate Contract of Agencies period and execution of all pending work orders, whichever is later.
- e. Beltron reserves the right to forfeit the Security Deposit and cancel the Empanelment / Rate Contract of Agencies in case of non-performance, repeated default, violation of tender conditions, or failure to execute assigned work orders.

4.5 Information Security

The selected bidder shall maintain strict confidentiality and ensure that no proprietary information, application details, hardware, software, network configurations, or security-related information of Beltron/User Department is disclosed, transmitted, or taken outside the premises without prior written approval. The bidder must safeguard all confidential data, restrict access only to authorized personnel involved in the project, use such information solely for project purposes, and return all related materials and copies upon termination or demand by Beltron. The selected vendor shall also sign a Non-Disclosure Agreement (NDA) and comply with all information security requirements prescribed by Beltron/User Department.

5 EXECUTION

5.1 Project Management

BSEDC shall identify project requirements and issue Work Orders to empanelled agencies as per the approved selection methodology; share scope of work, deliverables, timelines and project-specific requirements; facilitate coordination between User Departments and empanelled agencies; review and approve deliverables; verify compliance with contractual obligations, service levels and milestones; and conduct audits, inspections and performance reviews whenever required.

The empanelled agency shall deploy qualified resources within stipulated timelines, execute assigned projects per the approved scope, timelines, quality standards and deliverables, maintain required manpower/infrastructure/tools/technical expertise, and submit periodic status reports, progress reports and invoices as required by BSEDC/User Departments. The deployed resource(s) shall work under the supervision of Beltron/user department, with continuation, extension, replacement, release or termination governed by the work order, performance feedback and project requirement.

5.2 Software Development Life-Cycle (SDLC)

The Software Development Life-Cycle (SDLC) under this Empanelment/Rate Contract shall include requirement gathering, system design, application development, testing, security audit, quality assurance, deployment, and training activities, to ensure delivery of secure, scalable, and standards-compliant applications.

Requirement gathering shall involve stakeholder discussions, study of forms, reports and process documents, followed by preparation of documents such as SRS, DFD, ERD, database design, and system design documents.

During the design phase, application architecture, UI/UX, database schema, integrations and reusable components shall be defined and documented through Solution Architecture Documents and System Design Descriptions (SDD).

The development phase shall include coding, code review, unit testing, bug fixing, implementation of security standards, and handover of source code to Beltron/User Department. Applications shall support easy content management and user-friendly interfaces.

Testing activities shall include preparation of test plans, execution of integration testing, UAT, issue resolution, and submission of testing reports. Security audits shall be conducted through CERT-In empanelled security auditors and/or other authorized auditors/assessment agencies, until vulnerabilities are resolved and security certifications obtained.

Quality assurance activities shall ensure compliance with GIGW and other applicable standards, while deployment shall include infrastructure setup, audited application deployment, and operational handover. The scope shall also include developer knowledge transfer, source code handover, technical documentation, deployment guides, and user training programmes (classroom training, train-the-trainer sessions, role-based training), with submission of attendance and feedback records where required.

5.3 Information Security and Compliance Obligations

The empanelled/Rate Contract agency shall comply with applicable information security, data protection, confidentiality and cyber security requirements prescribed by Beltron, the concerned user department, Government of Bihar, Government of India and any project-specific guidelines issued from time to time. The agency shall be responsible for secure development, deployment, operation and maintenance of all applications, portals, mobile applications, dashboards, APIs, AI/ML solutions, databases, documents, source code and related IT assets handled under any work order.

- Implement secure coding practices, input validation, authentication, authorization, session management, encryption, logging, error handling and protection against common application security risks such as injection, cross-site scripting, broken access control and insecure configuration.
- Ensure role-based access control, need-to-know access, strong password practices, secure credential handling and timely revocation of access for released or replaced resources.
- Not copy, transfer, disclose, reuse or store project data, source code or credentials outside the approved environment without prior written approval of Beltron/user department.
- Support vulnerability assessment, penetration testing, security audit and compliance review by Beltron, the user department, a CERT-In empaneled agency or any authorised third-party auditor, wherever required, and rectify all critical/high/medium/low observations within the specified timelines, with closure evidence submitted for verification.
- Promptly report any actual or suspected security incident, data breach, unauthorised access, malware infection, credential compromise, service disruption or vulnerability exposure to Beltron/user department immediately upon discovery.
- Comply with applicable legal and regulatory requirements including IT Act provisions, CERT-In directions/guidelines, Government of India cyber security advisories, data retention requirements and other project-specific compliance obligations.
- Ensure deployed personnel sign confidentiality undertakings/NDAs, follow security instructions and participate in security awareness/compliance briefings wherever required.

Servers shall be secured through access via VPN/Firewall, hardening/fine-tuning, and anti-virus protection. Applications shall be secured with SSL certification, encryption, timely software updates/patches, WAF/IPS, and regular security audits.

Failure to comply with information security obligations may result in withholding of payment, rejection of deliverables, penalty, suspension of work allocation, replacement of responsible personnel, encashment of the applicable security/performance guarantee, termination of the work order and/or de-empanelment, as deemed appropriate by Beltron.

5.4 Data Protection

The agency shall maintain strict confidentiality of all data, documents, credentials, source code, configurations, business rules, citizen information, government records and any other information accessed during the assignment, and shall handle personal and sensitive personal data strictly in accordance with the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and any rules, guidelines or project-specific data-sharing policies issued by Beltron, the user department or the Government of Bihar/Government of India, as applicable and as amended from time to time.

- Data collection, processing, storage and sharing shall be limited to the purpose of the specific work order and shall not exceed the consent/authorisation granted by Beltron/user department.
- Citizen/personal data shall not be transferred outside the approved project environment (including outside India, where restricted) without the prior written approval of Beltron/user department.
- The agency shall support data localisation, retention and deletion requirements specified by Beltron/user department, and shall permanently and verifiably erase project data from its own systems on completion, termination or exit, consistent with Exit Management.
- Any data breach or suspected compromise of personal data shall be reported immediately, in line with the incident-reporting obligations at Security.

5.5 AI/ML Governance

Where a work order involves the design, development, training, fine-tuning, deployment or maintenance of AI/ML solutions (including machine learning models, deep learning models, generative AI/LLM-

based applications or analytics), the empanelled agency shall additionally comply with the following AI/ML governance requirements, in line with applicable MeitY/Government of India guidance on responsible AI, as may be issued from time to time:

- Data governance: Training, validation and test data shall be lawfully sourced, and their provenance, quality, representativeness and any known limitations or biases shall be documented and disclosed to Beltron/user department.
- Model documentation: Each AI/ML model deployed shall be accompanied by a model card or equivalent document describing its intended use, inputs/outputs, performance metrics, known limitations, and the version/dataset used for training.
- Human oversight: AI/ML solutions used for decisions materially affecting citizens or beneficiaries shall incorporate appropriate human-in-the-loop review or override mechanisms, and shall not be deployed for fully automated decision-making without prior written approval of Beltron/user department.
- Bias, fairness and explainability: The agency shall carry out reasonable testing for bias and disparate impact prior to deployment, and shall provide explanations of model outputs to the extent feasible for the model type and use case.
- Model monitoring and drift: Deployed models shall be monitored for performance degradation/data drift, with a defined process for periodic re-validation, retraining or rollback, and reporting of significant deviations to Beltron/user department.
- Security of AI/ML assets: Model weights, training pipelines, prompts, embeddings and related artefacts shall be treated as project deliverables/confidential information under Security, Data Protection and Confidentiality, and shall not be reused for any other client or purpose without written approval.
- Third-party/foundation models: Where third-party or open-source AI/ML models, APIs or foundation models are used, the agency shall disclose the same, ensure lawful licensing, and ensure that no project data is used to train or improve any third-party model without prior written approval of Beltron/user department.
- Compliance record: The agency shall maintain and, upon request, furnish records demonstrating compliance with the above requirements for audit by Beltron, the user department or an authorised third party.

This section has been newly introduced to address AI/ML solution development explicitly named in the scope of this RFP; Beltron may issue supplementary AI/ML governance guidelines from time to time, which shall be read as forming part of this Section.

5.6 Testing / UAT

The empanelled agency shall perform all forms of testing including System Integration Testing (SIT), User Acceptance Testing (UAT) and Final Acceptance Testing (FAT), as part of the SDLC. Testing activities shall include preparation of test plans, execution of integration testing and UAT, issue resolution, and submission of testing reports to Beltron/user department. Security audits shall be conducted through CERT-In empanelled security auditors and/or other authorised assessment agencies, with all vulnerabilities resolved and security certification obtained prior to Go-Live.

Payment for the Testing, UAT & Acceptance milestone (25% of the indicative milestone structure) shall be released only upon written certification of successful UAT completion and acceptance by the concerned user department.

5.7 Project Execution / Operation

This phase commences after deployment of the audited software and database on production servers, following successful completion of testing, UAT and security audit/certification. Deployment activities shall include infrastructure setup, deployment of the audited application, and operational handover to Beltron/user department, with the Deployment & Go-Live milestone (10% of the indicative milestone structure) payable on successful Go-Live.

Depending on the nature of the project, regular periodic status reports shall be submitted to the concerned project manager following Go-Live, and the one-year warranty period shall commence from the date of Go-Live unless otherwise specified in the Work Order.

5.8 Warranty

Vendors empanelled through this RFP shall provide one year of warranty support for software developed/maintained, with on-site handling of L1 (Critical) issues within 24 hours, and on-site/off-site L2 (moderate)/L3 (normal/cosmetic) support for closure of issues within 48 hours/one week respectively, as further detailed under the Service Level framework.

5.9 AMC (Operations & Maintenance)

After successful completion of warranty support, the user department/Beltron may opt for an Annual Maintenance Contract (AMC), governed commercially by AMC/O&M Rates. The indicative operational scope during Project Execution/Operations and AMC, which may vary from project to project, includes:

Activity	Indicative Scope
Server Administration	System/database administration, scheduling alerts/messages, performance analysis, log maintenance, system backups (OS/DB), and Disaster Recovery (DR drills, migration to/from DR site).
Server Security	Access secured through VPN/Firewall, hardening/fine-tuning, and anti-virus protection.
Application Security	SSL certification, encryption, software updates/patches, WAF/IPS, and regular security audits.
Data Security	Data security and sharing as per approvals and project-specific policy/guidelines.
Software Maintenance	Software updates, patch/version control, release notes, defect repair/error removal, technical support, enhancement and code optimization.
Website/Application Management	Domain name registration, hosting, fine-tuning, compliance (quality, security, audits), content, archival, and responses/feedback per policy/guidelines.
System Migration	Migration/conversion of applications, data, content and integrations from old to new platforms, with continued compliance to quality/audit requirements.
System Integration	Integration with messaging, SMS, payment, e-forms, Aadhaar, eSign, social media, external gateways and devices (storage, HSM, etc.).
Technical Helpdesk	Technical help desk with defined deliverables and periodic status reports on issues received, resolved, escalated or converted into change requests.
On-site Support	Support manpower engaged for handholding at the manpower rates finalised under this Rate Contract.
User Helpdesk Support	Helpdesk support with clearly defined and agreed SLAs, forming part of the relevant Work Order.

6 CONTRACT MANAGEMENT

6.1 Service Level Agreement (SLA)

Service levels applicable to warranty, AMC and helpdesk support shall be based on issue severity, as follows, unless a more specific SLA is prescribed in the relevant Work Order:

Severity	Description	Target Response/Resolution
L1 — Critical	Application/service down or major functionality unavailable; production impact.	On-site response and resolution within 24 hours.
L2 — Moderate	Partial functionality impacted; workaround may exist.	Response/resolution within 48 hours.
L3 — Normal/Cosmetic	Minor/cosmetic issues with no material impact on operations.	Response/resolution within 1 week.

User helpdesk support, where required, shall be provided by the vendor with clearly defined and mutually agreed SLAs forming part of the relevant Work Order. SLA compliance shall be monitored through periodic status reports, and non-compliance shall attract the deductions/penalties specified and in the applicable Work Order/Contract.

6.2 Project Deliverable and Timelines, & Payment Terms

6.2.1 Project Deliverables and Timeline:

S. No.	Project Activity	Actions	Timeline (T= date of issuance of LOI for Empanelment / Rate Contract of Agencies)
1.	Signing of contract after issue of LoI	Submission of Performance Bank Guarantee (PBG) and signing of contract of Empanelment / Rate Contract of Agencies	T+14 days
2.	Project specific deliverables	If a project is awarded and contract is signed then Empanelment / Rate Contract of Agencies vendor will submit all deliverables as per project work order/contract	As per project workorder/ contract timelines given by Beltron

Timing is of essence for the project and the selected vendor shall always perform accordingly, with utmost efficiency, professionalism and quality of work. The agency shall therefore fully abide by various time limits as prescribed for different submissions, assignment completions and documents/deliverables etc, as per timeline assigned by Beltron on project-by-project basis.

6.3 Payment Terms & Conditions:

6.3.1 Overall, Payment Framework

The financial framework under this Empanelment / Rate Contract of Agencies shall follow a three-tier structure comprising of the End User Department, Beltron, and the Empanelment / Rate Contract of Agencies Vendor/Agency, with Beltron acting as the nodal financial intermediary and executing authority for all project payments. All payments shall be processed strictly on a project-by-project basis in accordance with the respective Work Order or Contract.

Upon finalization of the project scope and selection of the vendor, Beltron shall issue a Proforma Invoice (PI) to the End User Department, which shall release the project funds to Beltron. Thereafter, Beltron will issue the Purchase Order, and the selected vendor shall execute the project and submit deliverables as per the agreed scope and timelines.

Payments shall be made strictly as specified in the applicable Work Order/Contract. For man-month engagements, billing may be monthly or quarterly as specified in the Work Order; for fixed-scope projects, payments shall follow approved milestone-based schedules.

a. Payments for man-month based manpower projects:

For projects, where a user department may have engaged man-power/resources on a monthly payment model basis, the user department will have to provide a quarterly performance report (QPR) mentioning:

- i. Resource attendances
- ii. Deductions (if any)
- iii. Satisfactory performance of work certificate during the period

Upon receipt of satisfactory QPR, Beltron will release payment to the bidders on quarterly basis; and bidders will have to raise a bill on quarterly basis only.

b. Payments for milestone based solution delivery projects:

The indicative payment milestone structure includes:

- Requirement Finalization & SRS Approval – 10%
- Design & Architecture Approval – 15%
- Development Completion & Code Delivery – 30%
- Testing, UAT & Acceptance – 25%
- Deployment & Go-Live – 10%
- Warranty Support Completion – 10%

The actual milestone structure and payment schedule may vary depending on project-specific requirements and shall be defined in the respective Work Order/Contract.

Payment for each and every milestone will be made after receipt of satisfactory work delivery and milestone specific payment recommendation from user department.

Payments shall be released to the vendor only upon fulfilment of the following:

1. Submission of **invoice along with supporting documents**
2. Written Certification of deliverables User Department and
3. Written recommendation of payment by concerned user department
4. Written acceptance of milestone/deliverables by concerned user department
5. Compliance with:

- SLA requirements
 - Security audit requirements
 - Documentation & knowledge transfer
 - Any other project specific requirements or deliverables
6. No advance payment shall be made to the vendor, under any circumstances.
 7. Subject to availability of funds and submission of a complete and undisputed invoice with all required supporting documents, Beltron shall process payment in accordance with applicable Government financial rules and the payment timeline specified in the Work Order. of receipt of invoice with all requisite documents/reports, however, in case of delays, no interest shall be payable except where expressly required under applicable law or Government financial rules.
 8. No interest shall be payable on delayed payment except where expressly required under applicable law or Government financial rules.
 9. Payments shall be made in Indian Rupees only

6.4 Applicable Deductions on payments due to vendor

1. All payments shall be subject to statutory deductions and only those contractual deductions/penalties that are specifically provided in the applicable Work Order/Contract and are supported by the relevant SLA or contractual provision:
 - GST/TDS and other statutory deductions
 - SLA/ LD penalties applicable as per PO/Contract for that specific project
 - Any other applicable deductions as per terms and conditions of project/Empanelment / Rate Contract of Agencies
2. Vendors shall ensure compliance with all tax regulations.

6.5 LD / Penalties

All payments shall be subject to statutory deductions and only those contractual deductions/penalties that are specifically provided in the applicable Work Order/Contract and supported by the relevant SLA or contractual provision, including:

- GST/TDS and other statutory deductions.
- SLA/Liquidated Damages (LD) penalties applicable as per the Purchase Order/Contract for that specific project.
- Any other applicable deductions as per the terms and conditions of the project/Empanelment/Rate Contract.

Vendors shall ensure compliance with all applicable tax regulations. Where the selected bidder fails to deliver services within the fixed delivery period, or repudiates the contract before its expiry, Beltron may, without prejudice to any other right or remedy, recover damages for breach of contract in accordance with Termination.

6.6 Change Management

Change management/change request handling forms part of the indicative scope of work under this RFP. If, during the project (development or maintenance), a change request is received from the user department for work not part of the existing work order/contract, it shall be treated as separate work. The change request proposal shall be submitted by the vendor to the user department and shared with Beltron for further processing as per rules, after consent by the user department, consistent with the work order process.

6.7 Resource Replacement

The empanelled/Rate Contract agency shall not replace, substitute, withdraw or change any deployed resource without the prior written approval of Beltron and/or the concerned user department. Except in exceptional circumstances such as medical emergency, resignation or force majeure, the agency shall provide at least thirty days' prior written notice for any proposed replacement, along with proper justification and the complete CV/profile of the proposed substitute resource for evaluation and approval.

The replacement resource shall possess equivalent or higher educational qualification, relevant experience, technical capability, domain exposure and skill set than the outgoing resource, and shall be subject to review, interview, technical assessment and approval by Beltron/user department, wherever required. The outgoing and incoming resources shall ensure proper knowledge transfer, including handover of assigned tasks, project documents, source code/repository access, pending issues, configuration details, status reports, credentials/access inventory and any other project artefacts, for a minimum overlap period as specified by Beltron or the work order. No replacement shall be treated as effective until the incoming resource is formally accepted and deployed to the satisfaction of Beltron/user department.

Unauthorised replacement, abrupt withdrawal, repeated substitution, non-availability of approved resources, deployment of unsuitable resources or failure to complete knowledge transfer may attract penalties, deduction of payment for the affected period, rejection of invoices, requirement to provide replacement at no additional cost, encashment of applicable security/performance guarantee, suspension of work allocation and/or termination/de-empanelment, as deemed appropriate by Beltron.

6.8 Subcontracting

The bid shall be submitted only as a single entity firm. Consortium bidding or sub-letting is not permitted for the project, and the bidder shall not sub-contract the scope of work except where specifically permitted in this RFP or the relevant Work Order. Subletting or assignment of the Empanelment/Rate Contract to another party is strictly prohibited and may result in termination of the Empanelment/Rate Contract, forfeiture of security deposits, and revocation of bank guarantees. Any takeover, merger or sale of the vendor's business must be informed to Beltron in advance.

6.9 Intellectual Property Rights (IPR)

All Intellectual Property Rights in project-specific deliverables, custom software, source code, documentation, configurations, designs, databases, scripts and other work products specifically created and paid for under a Work Order shall vest in Beltron/User Department upon creation and/or payment, as specified in the Work Order. The vendor shall execute all documents necessary to perfect such rights and shall provide complete source code and editable artefacts.

Pre-existing vendor intellectual property, generic tools, libraries, frameworks and third-party/open-source components shall remain subject to their existing ownership/licensing terms; however, the vendor shall grant Beltron/User Department a perpetual, irrevocable, royalty-free, transferable and sufficient licence to use any vendor background IP embedded in the deliverables to the extent necessary to operate, maintain, modify and support the project. The vendor shall ensure that all third-party components are lawfully licensed and shall disclose any material licence restrictions before use. The selected agency shall not use its name, logo or any other information/publicity in respect of any digital asset created by it, and all software, scripts, design documents and specifications built/revised/drafted shall be the property of Beltron.

6.10 Confidentiality

The selected bidder/vendor shall maintain strict confidentiality and ensure that no proprietary information, application details, hardware, software, network configurations, or security-related information of Beltron/User Department is disclosed, transmitted, or taken outside the premises without prior written approval. The bidder must safeguard all confidential data, restrict access only to authorized personnel involved in the project, use such information solely for project purposes, and return all related materials and copies upon termination or demand by Beltron.

The selected vendor shall sign a Non-Disclosure Agreement (NDA) in the format at Annexure 10 for every Work Order, and shall comply with all information security requirements prescribed by Beltron/User Department. All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential and shall not be shared with any other agency, organisation, firm, company or person.

6.11 Exit Management

This Exit Management Clause sets out the provisions that shall apply upon expiry or termination of the Agreement for any reason whatsoever. These provisions shall be binding upon the Selected Bidder, its employees, subcontractors, consultants, and any third party engaged by the Service Provider, and shall form an integral part of the Master Service Agreement (MSA), including a detailed Exit Management Plan (EMP) to be submitted and approved by Beltron.

1. **Exit Management Period:** Commences on the date of expiry of the Agreement or issuance of notice of termination, whichever is earlier, and continues until all exit obligations are completed to Beltron's satisfaction and a formal Exit Completion Certificate is issued.
3. **Transfer of Assets, IP and Project Artefacts:** All project assets — including complete source code, repositories, configuration files, CI/CD pipelines, databases, documentation, test artefacts, and related IP — shall be transferred to Beltron/User Department free from all encumbrances.
4. **Access to Systems and Infrastructure:** Full access to repositories, environments, logs, credentials, keys, and monitoring tools shall be provided during the Exit Management Period. All secrets and credentials shall be securely transferred or rotated as directed by Beltron.
5. **Knowledge Transfer and Handholding:** The Selected Bidder shall provide structured and comprehensive knowledge transfer including architecture walkthroughs, code reviews, deployment procedures, troubleshooting guides, and handholding support.
6. **Continuity and Transition Support:** The Selected Bidder shall ensure uninterrupted continuity of services and cooperate with Beltron or any successor agency for a smooth transition.
7. **Compliance, Audit and Certification:** Beltron shall have the right to conduct exit audits. Exit shall be deemed complete only upon formal certification by Beltron.
8. **Survival of Obligations:** Confidentiality, IP, data protection, audit and indemnity obligations shall survive termination.
9. **No Withholding of Deliverables:** No deliverables, access, or artefacts shall be withheld due to disputes or pending payments.
10. **Exit Declaration by the Agency:** The vendor/agency shall furnish an undertaking at the time of exit that none of its employees/hires/executors/partners/outsourced personnel are in possession of any project data or digital asset, that it has performed due diligence to that effect, and that no project assets/software/files shall be used for any other project in future.

7 LEGAL / GENERAL TERMS AND CONDITIONS

7.1 Termination

Manpower, time, date of delivery and period of execution shall be of the essence of the contract. If the selected bidder fails to deliver services within the period fixed for delivery, or repudiates the contract before its expiry, Beltron may, without prejudice to any other right or remedy, recover damages for breach of contract as under:

- Termination by Default — for failing to perform obligations under the Contract, or where quality is not up to specification, or in the event of non-adherence to the time schedule; invoked with one month's notice.
- Termination for Convenience — in whole or in part, at any time, invoked with one month's notice.
- Termination for Insolvency — where the firm/company becomes bankrupt or otherwise insolvent, invoked with one month's notice.
- Termination by the Vendor — if the selected bidder wishes to terminate, it shall give two months' notice and perform all exit management formalities as required by Beltron.

Failure of the successful bidder to agree with the terms and conditions of the RFP/Contract shall constitute sufficient grounds for annulment of the bidder's proposal/Empanelment and/or award of the actual project contract(s) underway. In such an event, Beltron shall reject the bidder's proposal and forfeit the EMD as specified in this RFP, and may award the contract to the next best-value bidder or call for new proposals. Beltron's decision in all such matters shall be final and binding.

7.2 Force Majeure

The selected agency shall not be held liable for delays, failure in performance, liquidated damages, or termination arising from unforeseen events beyond its reasonable control and without its fault or negligence, including natural disasters, war, fire, floods, epidemics, revolutions, or quarantine restrictions. The agency must notify the Department in writing within 5 working days of occurrence of such event and continue performing its obligations to the extent reasonably possible while adopting alternative means for execution. The applicability of Force Majeure shall be determined in accordance with the contract and applicable law, after considering the facts and evidence submitted by the affected party.

7.3 Indemnity

- The vendor shall indemnify and keep Beltron/User Department indemnified, to the extent permitted by applicable law, against third-party claims, losses and reasonable costs arising from infringement of third-party Intellectual Property Rights caused by the vendor's deliverables or services, subject to the exclusions and limitations expressly stated in the applicable Contract.
- The vendor shall be responsible for claims arising from injury to or death of its personnel and from acts or omissions of its personnel in the course of performing the Contract, to the extent attributable to the vendor.
- The vendor shall be responsible for lawful wages, statutory dues, benefits and other employment obligations relating to its personnel, and shall indemnify Beltron/User Department against third-party claims arising from the vendor's failure to meet such obligations, to the extent permitted by law.
- All claims regarding indemnity shall survive the termination or expiry of the contract.

7.4 Dispute Resolution

The Parties shall first attempt to resolve disputes through good-faith discussions within 30 days of written notice of the dispute. If unresolved, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The appointment of the arbitrator(s), number of arbitrators, venue and procedure shall be as specified in the applicable Contract and, where not specified, shall be determined in accordance with the Act. The seat and venue of arbitration shall be Patna, Bihar, and the language shall be English. Nothing in this clause shall restrict either party from seeking urgent interim relief from a court of competent jurisdiction.

7.5 Jurisdiction

This RFP and all contracts/work orders issued pursuant to it shall be governed by the laws applicable in India and the applicable rules of the Government of Bihar. Subject to any mandatory statutory dispute-resolution mechanism, the courts having jurisdiction at Patna, Bihar shall have jurisdiction.

7.6 General Conditions

7.6.1 General Terms & Conditions (GTC):

Apart from the above, each bidder is required to fulfill the following terms and conditions:

a) Earnest Money Deposit:

Proposal should necessarily be accompanied by an Earnest Money Deposit (EMD) for an amount as required in this RFP, to be paid through online in e-proc2 site or Bank Guarantee from a scheduled commercial bank or nationalized bank in India in favor of "Bihar State Electronics Development Corporation, Government of Bihar" payable at Patna and proof of the same to be shared along with the RFP. Where EMD is applicable, it shall remain valid for at least 45 days beyond the final bid validity period, i.e. for a minimum period of 225 days from the last date for submission of bids, unless a longer validity is required by a corrigendum/addendum. Proposals without EMD are liable to be rejected. No interest shall be payable by Beltron for the sum deposited as Earnest Money Deposit. In case of submission of EMD in the form of a Bank Guarantee, the bidder shall submit the hard copy of the original Bank Guarantee **on or before 5:00 PM on the last date of bid submission.**

The EMD shall be forfeited by Beltron in the following events:

- a. If RFP is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b. If information or a document furnished by the Bidder is subsequently established to be materially false, forged or misleading, the bid may be rejected and appropriate action, including debarment and/or EMD forfeiture were permitted under applicable rules, may be taken.
- c. If the bidder refuses to accept correction of an arithmetical error in accordance with the applicable tender conditions.
- d. If the bidder tries to influence the evaluation process.
- e. The EMD of unsuccessful bidders shall be released at the earliest after completion of the relevant stage of evaluation and in accordance with applicable procurement rules; in two-bid evaluation, EMDs of bidders not qualifying the technical stage shall be released as prescribed by the applicable rules.
- f. No interest shall be payable by Beltron on the EMD.

b) Period of Empanelment/Rate Contract and Extension

The Empanelment/Rate Contract shall initially be for one year, subject to satisfactory performance, extendable for a further year on mutually agreed terms, with a maximum of two such extensions as approved by the competent authority.

c) Prices

The bidder shall quote only the Operating Margin (OM%) to be charged over and above the applicable fixed manpower cost prescribed by BSEDC under the Rate Contract. The quoted OM% shall include all agency administrative overheads, recruitment costs, management/supervision charges, statutory compliance costs, incidental expenses and profit. GST and any other indirect tax legally applicable on the taxable value shall be charged separately at the applicable statutory rate and shall not be used to alter the quoted OM%.

Bidders are not required to quote manpower costs separately. The manpower remuneration shall be as per the rates prescribed in the RFP.

The quoted Operating Margin (OM%) shall remain firm and fixed during the validity of the Rate Contract and no upward revision shall be permitted during the contract period.

d) Amendment of the Tender Document

At any time before the submission of bids, Department, for any reason, whether at its own initiative or in response to a clarification requested by eligible Bidder/s, may modify the RFP by issuance of an addendum. Such amendments shall be uploaded on the <https://eproc2.bihar.gov.in> through a corrigendum and this shall form an integral part of the RFP. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the sole responsibility of the prospective Bidder to check the above-mentioned websites from time to time for any amendment in the RFP document/s. The Beltron shall not be responsible for failure to get/download the amendments. In order to provide the Bidders a reasonable time to examine the addendum, or for any other reason, Beltron may, at its own discretion, extend the deadline for the submission of bids.

e) Conflict of Interest

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Bidder under any of the circumstances set forth below:

- i) **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same employer.
- ii) **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Department's staff who is directly or indirectly involved in any part of
 - the preparation of the Terms of Reference of the Assignment/job,
 - the selection process for such Assignment/job, or
 - supervision of the contract

may not be awarded a contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to Department.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Department, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its contract.

f) Fraud and Corrupt Practices

Beltron requires all bidders to observe the highest standards of ethics, integrity and transparency during bidding and contract execution. Corrupt practices (offering/accepting undue advantages), fraudulent practices (misrepresentation of facts, collusion among bidders), unfair trade practices (deviation from agreed scope/services), and coercive practices (threats or harm to influence contract execution) are strictly prohibited. Beltron reserves the right to reject proposals, cancel contracts, or declare firms ineligible for a specified or indefinite period upon a finding of such practices.

g) Compliance with Applicable Rules and Payment of Wages/Salaries

The selected bidder shall comply with all applicable laws, rules, regulations and statutory requirements relating to employee welfare, including ESIC, EPFO, wages, salaries and labour compliances, at its own cost, and shall ensure timely payment of salaries/wages to deployed manpower, not later than the 7th day of the succeeding month, irrespective of payment release from the Department. Documentary proof of ESI, EPF and other statutory payments shall be submitted whenever required.

h) Clarification of Tender Document

A prospective bidder requiring clarification of the tender document may notify Beltron in writing, with a soft copy in the prescribed Excel format, to the Bid Process Officer via e-mail, before the date specified in Fact-Sheet. The Bid Process Officer shall respond to clarification requests through pre-bid queries, as per the tender schedule. Queries not adhering to the prescribed format shall not be responded to.

Sr. No	Page No. of RFP	Section No. of RFP	Content of RFP requiring clarification(s)	Points of Clarification
1.				
2.				
3.				
4.				

i) Tender Processing, Terms and Conditions:

The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid. Submission of Proposals is to be done through electronic mode only.

1. It is the responsibility of the Bidder to ensure that the bids are uploaded on time on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in> on or before the prescribed date and time for submission of bids. A scanned copy of the remittance details of the Earnest Money Deposit needs to be uploaded at the e-Procurement Portal.
2. The Bidder must have the Class III Digital Signature Certificate (DSC) and e-Tendering user-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id, they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement 2.0 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 2.0 website. 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 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the Bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Where submission of EMD through Bank Guarantee/e-Bank Guarantee is permitted, the original/required BG documentation shall be submitted within the timeline specified in the NIT

and/or e-Procurement portal instructions. Electronic submission shall be made in the manner prescribed on the portal.

7. The tender opening will be done online only.
8. Any corrigendum will be given on the e-Procurement website only.
9. Beltron reserves the right to amend the RFP and tentative schedule. It is the sole responsibility of prospective bidder to go through the e-Procurement Portal from time to time for any updated information.
10. All the bids shall remain valid for the bid validity period requirement as given in RFP.
11. The bid shall be submitted only as single entity firm. Consortium or sub-letting shall not be allowed for the project. The bidder shall not Sub-Contract the scope of work other than wherever specifically mentioned.
12. Beltron reserves the right to solicit clarification or additional information from bidders. Additional information may include, but is not limited to, past performance records, list of available items of work etc.
13. Beltron reserves the right, subject to applicable law, procurement rules and the terms of this RFP, to accept the whole or part of a bid or to reject any or all bids. Where required by applicable rules, the reasons for such action shall be recorded and communicated in the prescribed manner.
14. Only technically qualified bidders shall be considered for financial evaluation. The empanelment/rate contract selection shall be governed by the Operating Margin (OM%) evaluation methodology as specified. No post-bid negotiation shall ordinarily be undertaken. Any exception shall be only where specifically permitted under applicable financial/procurement rules and shall not alter the published evaluation criteria or evaluation methodology.
15. Beltron may take appropriate action, subject to applicable law and procurement rules, where a bidder is found to have engaged in corrupt, fraudulent, coercive, collusive or other prohibited practices.
16. All the information contained in the proposal, or provided in subsequent discussions or disclosures is proprietary and confidential. No information may be shared by the bidder with any other agency / organizations / firms / company / persons.
17. The Agency selected is not supposed to use its name, logo or any other information / publicity on digital asset created by it.
18. All the software, scripts, design documents, specifications, built/revised or drafted will be property of Beltron and its Intellectual Property Rights (IPR) will vest with Beltron.
19. The timeline / schedule of deliverables will be decided as and when the requirement / task activities arise. Bidder should complete the assigned job / activities as and when asked by Beltron / concerned officer(s) of Department.
20. For support related to e-tendering process, Bidders may contact at mentioned below:

Toll Free No. 1800 572 6571,

Email Id: - eproc2support@bihar.gov.in

Help Desk Address: RJ Complex, 2nd Floor, Opposite Vidyapeeth Institute, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.

Working Hours: 8AM to 7PM (All days in week except Sunday and few selected State holidays)

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. 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."

Preparation of Bid:

All the bidders are requested to follow the instructions given below while uploading the bids. Proposals should be uploaded on two bid basis – separate technical and financial bids on e-Procurement Portal i.e. on <https://eproc2.bihar.gov.in>

If the selected bidder fails to execute the Empanelment/Rate Contract or furnish the required security within the prescribed period, action shall be taken in accordance with the RFP and applicable financial/procurement rules. Any subsequent selection shall be made from the remaining eligible bidders in the financial ranking, strictly in accordance with the published evaluation methodology and applicable rules; no bidder shall be required to match or revise its quoted rate except where expressly permitted by applicable rules.

Right to Accept Any Proposal and To Reject Any or All Proposal(s):

Beltron reserves the right to accept or reject any proposal, and to annul the tender 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 Beltron action.

Failure to Agree with the Terms and Conditions of RFP / Contract:

Failure of the successful bidder to agree with the terms and conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the bidder's proposal / Empanelment / Rate Contract of Agencies and/or award of the actual project contracts (if any) that may be underway. In case of such an event, Beltron would reject the bidder's proposal and forfeit the EMD amount as specified in the RFP document.

In case of above, Beltron may award the contract to the next best value bidder or call for new proposals from the interested bidders. Decision of Beltron in all such matters shall be final and binding.

j) Roles and Responsibilities

BSEDC

- Issue empanelment letter, execute Rate Contract Agreement, and maintain the empanelled agency panel.
- Identify project requirements and issue Work Orders to empanelled agencies as per the approved selection methodology
- Share scope of work, deliverables, timelines, and project-specific requirements with empanelled agencies.
- Evaluate technical and financial proposals submitted by empanelled agencies for project assignments, wherever applicable.
- Facilitate coordination between User Departments and empanelled agencies.
- Review and approve deliverables submitted by agencies either directly or through the concerned User Department.
- Verify compliance with contractual obligations, service levels, and project milestones.
- Process payments as per approved deliverables, Work Orders, and contract terms.
- Conduct audits, inspections, and performance reviews whenever required.
- Reserve the right to suspend, terminate, de-empanel, or blacklist agencies for non-performance, violation of contract conditions, or misconduct.
- Amend, extend, or discontinue the empanelment and rate contract framework as per organizational requirements and approval of the competent authority.

Empanelled Agency

- Provide services, manpower, software development, implementation, support, or other services as specified in the Work Order.
- Deploy qualified resources within the timelines stipulated by BSEDC/User Department.
- Execute assigned projects in accordance with the approved scope, timelines, quality standards, and deliverables.
- Maintain required manpower, infrastructure, tools, and technical expertise necessary for successful execution of assignments.
- Submit periodic status reports, progress reports, invoices, and other documents as required by BSEDC/User Departments.
- Ensure compliance with applicable laws, statutory requirements, labour regulations, data security requirements, and Government guidelines.
- Maintain confidentiality of all information, records, documents, applications, and data shared by BSEDC or User Departments.
- Provide warranty, maintenance, support, bug fixing, and post-implementation assistance wherever applicable under the Work Order.
- Ensure continuity of resources and obtain prior approval from BSEDC before replacement of key personnel.
- Cooperate during audits, inspections, monitoring activities, and third-party reviews conducted by BSEDC/User Departments.
- Not subcontract, transfer, assign, or outsource any Work Order without prior written approval of BSEDC.
- Adhere to the agreed rates, terms, conditions, SLAs, and performance obligations under the Rate Contract.
- Be solely responsible for quality, timeliness, accuracy, and successful completion of the assigned work.
- The empanelment agency shall not approach or communicate with any department/office directly without prior intimation to and approval of BSEDC/BELTRON.
- The empanelled agency shall develop secure APIs based on the project requirements. Further, the empanelled agency shall also expose and make available the required APIs for integration with the **Future Bihar API Setu**, as and when the same is implemented and made operational.

User Department

- The additional costs towards API development, integration with other departments, security audits, and other associated activities shall be borne by the User Department as per the project requirement.

8 ANNEXURES

The following annexures form an integral part of this RFP and shall be submitted duly filled, signed and stamped, along with the Technical Bid or Financial Bid as indicated.

Annexure	Title
1	Covering Letter for Submission of Bid
2	Bid Letter for the Technical Bid
3	Bidder Profile Details
4	Relevant Work Experience/Projects/Credentials Format
5	Format for Undertakings/Declaration by Bidder
6	Format for Annual Turnover & Net Worth Detail
7	Format of Bank Guarantee for Earnest Money Deposit (EMD)
8	Format for Declaration for Resources on payroll
9	Format for the Declaration of Non-Blacklisting
10	Format of Non-Disclosure Agreement (NDA)
11	Format of Performance Bank Guarantee (PBG)
12	Format of Commercial Bid/Financial Bid (NOT to be included in the Technical Bid)
13	COMPLIANCE SHEET & CHECKLIST

Annexure 1. Covering Letter for Submission of Bid

[Date]

To

The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

Dear Sir,

We are hereby submitting our bid, which includes our Technical Bid and Financial Bid (in separate bid packets), in response to your RFP "_____".

We hereby wish to bid for Category 1/ Category 2 / Category 3 of the Empanelment/Rate Contract of Agencies (strike off whichever is not applicable).

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

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Annexure 2. Bid Letter for the Technical Bid

(On the letterhead of the Bidder)

Date: _____

To,
The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

Sub: RFP for _____

Dear Sir,

With reference to your above cited RFP dated _____, we have examined the RFP Document and understood its contents, and hereby submit our Technical Bid.

1. We acknowledge that Beltron will rely on the information provided in the Technical Bid and accompanying documents for selection of the Preferred Bidder and subsequent selection of the Successful Bidder, and certify that all information provided is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Technical Bid are true copies of their respective originals.
2. We hereby wish to bid for Category 1/ Category 2 / Category 3 of the Empanelment/Rate Contract of Agencies (strike off whichever is not applicable).
3. This statement is made for the express purpose of our participation in the Tender process and our possible selection as Successful Bidder.
4. We hereby confirm that we satisfy all eligibility conditions prescribed in the RFP/Tender Document.
5. We acknowledge that if any document submitted is discovered to be false, misleading or incorrect, we shall be liable under applicable law and any additional penal action as decided by the Department.
6. We shall make available to the Department any additional information/clarification necessary to supplement, evaluate or authenticate the Technical Bid contents/claims.
7. We acknowledge that Beltron may reject a Technical Bid in accordance with the RFP, applicable procurement rules and Applicable Law.
8. If declared Successful Bidder, we agree to enter into the Agreement and provide the Performance Bank Guarantee (PBG) as required in the RFP.
9. We have ensured 100% compliance with the RFP Document.
10. We understand that Beltron shall not bear any financial liability if the project needs to be closed/abandoned for reasons beyond the Department's control.
11. We agree that the Bid is subject to the provisions of the RFP Document, and we shall have no claim of any nature if the work is not awarded to us.
12. Our Financial Bid has been quoted after considering all terms and conditions of the Tender Document and our own assessment of costs and feasibility.
13. Our financial bid and commercial offer is valid for 180 days from the last date of bid submission or such extended duration as agreed with the Department.

In witness thereof, we submit this Bid letter forming part of our Technical Bid, in accordance with the terms of the Tender Document.

Yours sincerely

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Enclosed: List and description of documents enclosed

Annexure 3. Bidder Profile Details

Particular	Details
Name of the Bidder (Bidding entity)	
Legal status of the Bidder (Private Ltd./Partnership firm/LLP/LLC)	
Address of Registered Office	
Address for correspondence	
Telephone No. / Fax No.	
E-mail Address	
Number of years in operation as on bid submission date	
Details of person holding Power of Attorney for signing the bid document	
PAN of Bidder (copy to be enclosed)	
GST Registration Certificate & GST No. (copy to be enclosed)	
Copy of EPF, ESI and Labour License etc.	
CMMI/ISO as per RFP requirement	

Yours sincerely,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Annexure 4. Relevant Work Experience/Projects/Credentials Format

(To be attached along with client-issued work order and completion certificates)

Sl. No.	Details of Assignment	Reference/Page No.
1.	Name of the Client Organization	
2.	Client Contact Person / Designation / Phone / E-mail / Address	
3.	Project/Assignment Name	
4.	Scope of Work of the Project/Assignment	
5.	Project/Assignment Start Date	
6.	Project/Assignment End Date (mention 'ongoing' if applicable)	
7.	Total Project Cost (INR), including tax	
8.	Documents enclosed as per PQ/TQ criteria of RFP	

We have attached this proforma, filled with requisite details, and are submitting supporting documents for establishing eligibility during technical bid evaluation, with page numbers indicated above. Separate sheets are attached wherever necessary.

Yours faithfully,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder

Date:

Place:

Annexure 5. Format for Undertakings / Declaration by Bidder

DECLARATION

(On letterhead of the Bidder)

To

Date:

The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

Dear Sir,

I/We hereby solemnly declare that none of our Directors or Partners, jointly or severally, and/or individually, or our firm/company, have been blacklisted by the Central Government or any State Government or its public sector undertakings. We do not have any order/declaration of insolvency, judgment, or order of punishment/sentence by any court of law or any judicial/quasi-judicial body.

Further, we also declare that:

- We have examined and understood the Act, all rules framed thereunder, the Tender Document and all documents referred therein.
- We have examined and have no reservations to the Tender Document, including any amendments issued by Beltron via corrigendum/addendum.
- 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 Tender Document.
- We hereby certify that we have taken steps to ensure that no person directly or on our behalf has engaged or will engage in any such practice.
- We have reviewed the terms of the Tender Document and hereby unconditionally and irrevocably accept, agree and acknowledge the terms thereof.

Yours faithfully,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder

Date:

Place:

Annexure 6. Format for Annual Turnover & Net Worth Detail

(On the letterhead of the Bidder's CA or Statutory Auditor, with verifiable UDIN)

ANNUAL TURNOVER & NET WORTH DETAIL

This is to certify that we M/s __<auditor firm name>__ are the statutory auditors of M/s __<bidder name>__, and that the calculations below are true as per the Audited Financial Statements of M/s __<bidder name>__ for the years mentioned. We are also attaching the audited balance sheet and P&L statement.

S. No.	Financial Year	Annual Net Worth (INR Crores)	Annual Turnover (INR Crores)
1	Financial Year 2022-23		
2	Financial Year 2023-24		
3	Financial Year 2024-25		
4	Financial Year 2025-26		

Annual Turnover from IT/ITES/Software Development related services:

S. No.	Financial Year	Annual Turnover from Software Development & IT/ITES Projects (INR Crores)
1	Financial Year 2022-23	
2	Financial Year 2023-24	
3	Financial Year 2024-25	
4	Financial Year 2025-26	

Company Secretary / Statutory Auditor / Chartered Accountant

Name of Signatory:

Name of Firm: _____

Address: _____

License No.: _____ UDIN: _____

Location: _____ Date: _____

Annexure 7. Format of Bank Guarantee for Earnest Money Deposit (EMD)

(Bank's Name and Address of Issuing Branch/Office)

Beneficiary:(Name and address of tender issuing Authority).....

Date:

Bid Security/Bank Guarantee No.:

Whereas M/s.....(Bidder name)..... (hereinafter called the "Bidder") has submitted its technical & financial proposals for the tender of(RFP name)..... (hereinafter called the "Proposal") dated, against the Authority's Notice Inviting Tender (NIT)/Invitation for Bid No. dated as per publication in newspaper or website.

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security. At the request of the Bidder, we (issuing bank) hereby irrevocably undertake to pay you any sum(s) not exceeding in total (amount in figures) (amount in words) upon receipt by us of your first demand in writing accompanied by a written statement that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

- has withdrawn its Proposal during the period of Proposal validity specified in the Technical Proposal Form; or
- does not accept correction of errors in accordance with the General Terms & Conditions (GTC) of the RFP Document; or
- having been notified of acceptance of its Proposal during the validity period, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security (PBG) in accordance with the RFP.

This guarantee will expire: (a) if the Bidder is the Successful Bidder, upon our receipt of copies of the signed Contract Agreement and the performance security issued on the Bidder's instruction; and (b) if the Bidder is not the Successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the Successful Bidder's name; or (ii) forty-five days after expiration of the Bidder's proposal validity. Any demand for payment under this guarantee must be received by us on or before that date.

EMD Validity date:

EMD claim expiry date:

..... Bank's seal and authorized signature(s)

Annexure 8. Declaration for Resources on payroll

(To be submitted on Company Letterhead)

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

Sub: Declaration for employees/Resources on Company Payroll

Sir,

With reference to the above cited RFP, we, M/s [Name of Bidder Company], having registered office at [Full Address], PAN [XXXXXX], GSTIN [XXXXXX], hereby solemnly declare and confirm as under:

1. We have the necessary technical infrastructure, skilled manpower, expertise, tools, and resources required for the successful execution, implementation, deployment, maintenance, and support of the project as per the requirements specified in this RFP.
2. That as on the date of bid submission i.e. [DD/MM/YYYY], our company has a total of [____] professionals on its permanent payroll in India, engaged in Software Application / Mobile Application / AI-ML Development, Implementation & Maintenance activities & qualified, as mentioned in the RFP.
3. Role-wise breakup of resources/manpower on payroll is as under:

S.No	Roles / Profiles (Management, Technical, Developer, UI/UX, AI/ML, Content/translation	Name of the Resources	Education Qualifications	Total Relevant Experience	Certifications, if any

4. That we have enclosed the following documentary evidences in support of the above declaration.

For and on behalf of M/s [Name of Bidder]:

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Annexure 9. Format for the Declaration of Non-Blacklisting

DECLARATION — NON-BLACKLISTING

(By Authorized Signatory on company letterhead)

To
The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

Subject: Declaration for Non-Blacklisting

I/We hereby declare that<Bidder Entity Name>....., as on the date of bid submission, has not been blacklisted or debarred in the last three years by any State/Central Government office/authority or PSU for corrupt and/or fraudulent practices, and that we are not under a blacklisting period/active debarred list of any Central or State Government Organisation/Public Sector Undertaking/Private Company.

Yours sincerely,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Annexure 10. Format of Non-Disclosure Agreement (NDA)

Ref. No. _____

Dated: _____

NON-DISCLOSURE AGREEMENT

This agreement shall remain in force for the term of the applicable Work Order and for so long thereafter as necessary to protect confidential information, subject to the confidentiality survival provisions of the contract, and is made by and between<disclosing party>..... ('DISCLOSING PARTY') and M/s.<selected vendor legal entity>..... (hereinafter referred to as 'Recipient').

Both parties shall mean and include their successors, legal representatives, administrators, executors and assigns.

This agreement governs the conditions of disclosure by the Disclosing Party to the Recipient of confidential and proprietary information (oral, written or electronic), including department information, employee/system-user identities, access credentials, application code and content, MIS reports, system/database design documents, security and vulnerability details, digital assets and records, technical documentation, business plans, budgets, and trade secrets.

1. Purpose of Disclosure: Disclosing Party is disclosing the Confidential Information to Recipient for the purpose of rendering<insert details of services>..... services.

2. Confidentiality Obligations of Recipient: Recipient agrees to hold Confidential Information in complete confidence; not to disclose, transfer, publish, reveal or permit access without prior written consent; not to copy, photograph, modify, reverse engineer or reproduce it without consent; to return or destroy materials on request; and to use Confidential Information solely for evaluating its interest in providing services to the Disclosing Party, and for no other purpose, including not soliciting the Disclosing Party's employees, contractors or agents.

3. Exclusions: Information lawfully possessed prior to disclosure; information readily available in the public domain; and information obtained from a third party who did not derive it from the Disclosing Party, shall not be considered Confidential Information.

4. Remedies: The Recipient acknowledges that breach would cause irreparable harm for which monetary damages would be inadequate, entitling the Disclosing Party to injunctive relief in addition to other remedies, and to indemnification for losses including reasonable attorney's fees. The Recipient shall not, without prior written consent, solicit or establish any independent commercial relationship with any department, vendor or personnel whose details become known to it solely through this Agreement; violation shall be a material breach entitling the Disclosing Party to appropriate legal and contractual remedies, including termination and recovery of losses.

5. No Rights Granted: The furnishing of Confidential Information does not constitute any grant or licence to the Recipient under any legal rights held by the Disclosing Party.

6. Miscellaneous: This Agreement constitutes the entire understanding between the parties and may only be amended in writing signed by both parties. If any provision is held invalid or unenforceable, the remaining provisions shall not be affected. This Agreement binds successors and assigns and shall be governed by the laws of India, subject to the exclusive jurisdiction of the courts of Patna. Disputes shall first be settled amicably within thirty days; failing which, they shall be referred to arbitration under the Arbitration and Conciliation Act, 1996, as amended, seated at Patna, conducted in English, with the arbitral proceedings targeted for conclusion within six months of commencement.

Signed on behalf of
.....<BUYER>.....,

Signature:

Name:

Designation with seal:

Date:

Signed on behalf of
M/s.<VENDOR>.....

Signature:

Name:

Designation with seal:

Date:

Annexure 11. Format of Performance Bank Guarantee (PBG)

Ref: _____ Bank Guarantee: _____ Date: _____

To,
The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

Dear Sir/Madam,

In consideration of<buyer organisation/tendering authority name>..... (hereinafter the "Purchaser"/"Department"/"Buyer"), pursuant to the RFP for<RFP title>..... (the "RFP"), desiring to award a contract to M/s.<selected vendor legal entity>..... (the "vendor"), and the Buyer having issued a Letter of Intent bearing No.<LoI No.>... dated _____, unequivocally accepted by the vendor, resulting in a Contract valued at<contract value>..... for a period of<contract period>..... (the "Contract"), and the vendor having agreed to furnish a Performance Bank Guarantee amounting to Rs.<PBG amount>..... (in words and figures) as performance security:

We<issuing bank>....., having its Head Office at _____ (the "Bank"), hereby guarantee and undertake to pay the Buyer immediately on demand any/all amount payable by the vendor up to<PBG amount>..... at any time up to<date>....., without demur, reservation, contest, recourse or protest and without reference to the vendor. Any such demand shall be conclusive and binding notwithstanding any dispute between the Buyer and the vendor pending before any forum. This guarantee is irrevocable and shall continue to be enforceable until discharged by the Buyer.

The Buyer shall have full liberty, without affecting the Bank's liability under this Guarantee, to vary the terms or extend the time for performance of the contract, or to postpone the exercise of any powers/rights against the vendor, without discharging the Bank's obligations. This Bank Guarantee shall be extended from time to time as may be desired by<selected vendor legal entity>..... on whose behalf it has been given.

Bank Guarantee Expiry Date: _____

Bank Guarantee Claim Expiry Date: _____

Signature of Bank Authorised Signatory: _____

Seal of Bank & Authorised Signatory: _____

WITNESS: _____ / _____ (Name/Signature)

PBG shall remain valid for the period specified in the RFP/Work Order, including any applicable warranty or extension period, plus the additional claim period prescribed by the issuing bank and applicable procurement rules.

Annexure 12. Format of Commercial Bid / Financial Bid

*(NOT TO BE INCLUDED IN TECHNICAL BID. ONLY TO BE SUBMITTED WITH
FINANCIAL BID)*

To
The Managing Director,
Bihar State Electronics Development Corporation,
Beltron Bhawan, Shastri Nagar, Patna – 800023 (Bihar)

**Sub: Financial Bid submission for RFP for _____, NIT No.
_____ dated _____**

Dear Sir,

We hereby submit our Financial Bid by quoting the Operating Margin (OM) percentage for providing resources as per BELTRON's requirements and for carrying out the scope of work defined under this RFP. We acknowledge and accept the resource monthly rates/fees specified by BELTRON in this RFP and undertake to deploy resources possessing the requisite qualifications, experience, and skill sets as and when required.

We further unconditionally accept the Financial Bid Evaluation Methodology prescribed in this RFP and understand that BELTRON reserves the right to reject any bid in accordance with the provisions of the RFP, applicable procurement rules, and prevailing laws. Any remedies available to bidders shall be subject to such rules and applicable law.

In addition, we agree to abide by and comply with the provisions of the Finance Department, Government of Bihar Resolution No. M-4-06/2023/2988 dated 23.03.2023, as amended from time to time, wherever applicable.

Yours sincerely,

(Signature, Name and designation of Authorized Signatory)

Name and seal of Bidder:

Date:

Place:

Annexure 13. CHECKLIST

(The Technical proposal should comprise of the following basic requirements (as per PQ/TQ criteria). The documents mentioned in this sheet along with this form, needs to be a part of proposal.

(Mandatory Documents)

S.No.	Requirement	Documents Required	Reference & Page No.
1.	Legal Entity	Certificate of Incorporation.	
2.	PAN and GSTIN	GST & PAN copies.	
3.	Average Annual Turnover	CA Certificate with UDIN; audited financial statements.	
4.	Relevant Past Experience (As per annexure 4)	Work Orders/Contract Agreement/LOI/LOA and completion certificate.	
5.	Blacklisting/Debarment	Self-certification undertaking.	
6.	Certification	Certificate copies.	
7.	Organization size	HR declaration with employee list; CA Certificate	
8.	Bid Signatory	Power of Attorney/Authorization letter.	
9.	Annexures and other relevant documents	As mentioned in the RFP.	