

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF AGENCY FOR PROVIDING TECHNICAL MANPOWER RESOURCES
FOR ARTIFICIAL INTELLIGENCE DIVISION
FOR
CHIEF MINISTER SECRETARIAT, BIHAR
(To Support AI Division)

Notice No. – NIT/BSEDC/08/24/2026-27 Date: 18.09.2026



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Disclaimer

The information contained in this Request for Proposal (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form, by or on behalf of the Chief Minister’s Secretariat, Government of Bihar, or its authorised representatives, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Chief Minister’s Secretariat, Government of Bihar, or by Bihar State Electronics Development Corporation Limited (BELTRON), to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP.

This RFP includes statements, assumptions, assessments and information which reflect the current understanding and requirements of the Chief Minister’s Secretariat in relation to the proposed engagement of AI experts. Such statements, assumptions and assessments do not purport to contain all information that each Applicant may require and may not be appropriate for all persons. It is not possible for the Chief Minister’s Secretariat, BELTRON, or their respective officers, employees or advisers to consider the objectives, technical expertise or specific requirements of each party who reads or uses this RFP.

The statements, assumptions, assessments and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant is therefore required to conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the information contained in this RFP and obtain independent professional advice as it may consider necessary.

Information provided in this RFP may relate to a wide range of matters, including matters that may be subject to interpretation of applicable laws, rules, policies or government instructions. The information provided herein is not intended to be an exhaustive account of all statutory or regulatory requirements and shall not be construed as a complete or authoritative statement of law. The Chief Minister’s Secretariat and BELTRON accept no responsibility for the accuracy or correctness of any interpretation or opinion on the law expressed in this RFP.

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The Chief Minister's Secretariat and/or BELTRON may, in their sole discretion and without being under any obligation to do so, amend, modify, update or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Chief Minister's Secretariat or BELTRON is bound to select any Applicant or to engage any organization, and they reserve the right to reject any or all proposals at any stage of the selection process without assigning any reason whatsoever.

Each Applicant shall bear all costs associated with or relating to the preparation and submission of its proposal, including but not limited to costs of preparation, copying, communication, documentation, presentations or demonstrations, if any. All such costs shall remain with the Applicant and neither the Chief Minister's Secretariat nor BELTRON shall be liable in any manner whatsoever for such costs or expenses, regardless of the conduct or outcome of the selection process.

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Abbreviations & Definitions

AI	Artificial Intelligence
Agency/Vendor	The successful bidder selected pursuant to this RFP as service provider
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/authority having the Power of Attorney (PoA) / Board Resolution from the competent authority of the respective Bidding firm.
Bid / eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder / Agency / Firm /Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
Bid Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
Beltron or BSEDC	Bihar State Electronics Development Corporation, Patna
CMO	Chief Minister Office or Chief Minister Secretariat, Bihar
BSEDC / Beltron	Bihar State Electronics Development Corporation, Patna
Committee	Committee constituted by BELTRON for evaluation of Technical Proposals
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
Contract Price	Price payable to the firm/company serving the Chief Minister Secretariat, Bihar under the Contract for the complete and proper performance of its contractual Obligations
Day	A calendar day as per GoB/Gol
DL	Deep Learning
DSTTE	Department of Science, Technology & Technical Education, Government of Bihar
Effective date	The date on which the contract comes into force and effect
EMD	Earnest Money Deposit
Firm/Agency/ Company	Service provider chosen pursuant to this RFP for providing the services of Database Administrator (DBA), Software Developer, UI/UX Expert, Cyber Security Engineer in accordance with this RFP
GCC	General Conditions of Contract
GoB	Government of Bihar
GSTIN	Goods & Services Tax Identification Number
ICT	Information and Communications Technology
INR	Indian Rupee
IT	Information Technology

LoA / Lol	Letter of Award / Letter of Intent
ML	Machine Learning
PAN	Permanent Account Number
Personnel	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
Proposal	Proposals submitted by bidders in response to the RFP issued by BSEDC for selection of firm/company
Home Department	Home Department, Government of Bihar
RFP	Request for Proposal
Services	Work to be performed by the firm/agency/company (service provider) pursuant to the selection by BELTRON and towards the contract to be signed by the parties in pursuance of any specific assignment awarded to them by Chief Minister Secretariat, Bihar
WO/PO	Work Order/ Purchase Order
Working Days	Working days is defined as working days as per Government of Bihar and working hours are defined as 09:30 hours till 18:00 hours IST

Invitation for Proposal

1.1 RFP Notice

Bihar State Electronics Development Limited, Patna (BSEDC) or Beltron invites Proposals for selection of Agency by BSEDC to provide services of technical manpower resources for Artificial Intelligence Division to the Chief Minister Secretariat of Bihar.

About Bihar State Electronics Development Limited:

Bihar State Electronics Development Limited (BSEDC), on behalf of the Hon'ble Chief Minister Secretariat, Patna (hereinafter also referred to as CMO), intends to select an agency for deployment of technical manpower resources.

BSEDC reserves the right to accept or reject any proposal, and to cancel the evaluation process and reject any or all proposals at any time before selecting the agency, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for BSEDC's action.

The requirement under this RFP is to select an agency for providing Database Administrator (DBA), Software Developer, UI/UX Expert, Cyber Security Engineer services to CMO, Patna. Any contract that may result from this procurement competition will be issued for a tenure/term of 3 **(three) Years ("the Term")**.

BSEDC reserves the right to extend the Term for further period of maximum of **2 (two) Years** on the same terms and conditions, if required. During the extension(s), fee may be revised based upon mutual agreement between the parties but not exceeding maximum of 10% of the current bid amount for the selected agency.

BSEDC reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

1.2 Important Date and Events

S.N	Information	Details
1.	RFP No. and Date	Tender NIT No- NIT/BSEDC/08/24/2026-27 Date: 18.09.2026
2.	Start date of bid submission	22.09.2026 at 05:00 PM
3.	Last date for submission of pre-bid queries for clarifications	28.09.2026 till 5:00 PM
4.	Pre-bid meeting	29.09.2026 at 12:00 PM (Beltron Bhawan, Patna-800023)
5.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
6.	Non-Refundable Tender Fee/ Cost	INR. 10,000/- only (Rupees Ten Thousand only) payable online through e-Procurement
7.	Non-Refundable Tender Processing Fee (TPF)	INR. 11,800/- only (including taxes) (Rupees Five Thousands Nine Hundreds Only) payable online through e-Procurement
8.	Earnest Money Deposit (EMD/Bid Security)	INR 15,00,000/- only (Rupees fifteen Lakh only) through online payment in e-proc site or Bank Guarantee from a scheduled bank in India and payable at Patna in favour of BSEDC
9.	Last date (deadline) for submission of bids	13.10.2026 till 5:00 PM
10.	Opening of General & Technical Bids	16.10.2026 at 11:00 AM
11.	Technical Presentation by the Successful Bidders	"Will be intimated later"
12.	Place, Time and Date of opening of financial proposals received in response to the RFP notice	"Will be intimated later"
13.	Method of Selection	The Bidder shall be selected based on Least Cost Selection (L1), whereby the bids getting technically qualified would be further taken forward for financial bid evaluation.
14.	Contact person for queries	Mr. Vivek Kumar Nirala BELTRON Bhawan, Shastri Nagar, Patna, Bihar Tel No: - 0612-2281856 Fax No: - 0612-2281857 E-mail: vivek.nirala@semt.gov.in
15.	Addressee and address at which any supporting/original bank guarantee etc. in response to RFP notice is to be submitted:	Managing Director BSEDC Ltd, BELTRON Bhawan, Shastri Nagar, Patna, Bihar Tel No: - 0612-2281242, 0612-2281857

1. Tendering Process

e-Procurement PROCESS related instructions.

Submission of Proposals (Through electronic mode only)

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e- procurement website www.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 on the e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached in 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. Cost of BOQ/ Form Fee to be paid through **e-Payment** mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
7. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode BG only. In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a BG should be submitted in the tendering authority office."

Note: "Bids along with necessary online payments must be submitted through e- Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.
10. For support related to e-tendering process, bidders may contact at following address "eProc 2.0 Help Desk Address: mjunction, opposite of Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800014, Toll Free No. - 1800 572 6571, email ID- eproc2support@bihar.gov.in" or may visit the link "Contact Us" at www.eproc2.bihar.gov.in.

2. Project Profile & Background Information

2.1 About Project

The Hon'ble Chief Minister's Secretariat functions as the highest administrative and policy coordination office of the State Government. To strengthen data-driven and technology-enabled governance, an Artificial Intelligence Division has been established under the Secretariat. The Division is responsible for conceptualising, developing, deploying and operating a range of digital and AI-enabled solutions that support monitoring, analysis, and decision-making at the apex level of governance.

The mandate of the Artificial Intelligence Division is continuously expanding and now spans Integrated Dashboard Development, Data Analysis, Decision Support Systems, Scheme Monitoring, AI-enabled Governance Applications, and other digital initiatives of the Chief Minister's Secretariat. Delivering and sustaining these solutions on a continuous basis requires dedicated technical manpower with specialised skills in application development, database management, user-experience design, and cyber security, which cannot be met through the existing administrative set-up.

These solutions consolidate data from multiple departments and schemes, present it through integrated dashboards and management information systems, and provide decision-support and scheme-monitoring capabilities to senior functionaries. Reliable development, integration, security, and day-to-day operation of these systems is essential to ensure that timely, accurate, and consolidated information is available for governance and policy decisions at the highest level.

In view of the above, deployment of seven technical manpower resources is proposed for the Artificial Intelligence Division. The objective of this engagement is to provide the Division with dedicated technical capacity for the design, development, deployment, integration, security, and operation and maintenance of dashboards, decision support systems, scheme-monitoring solutions, and AI-enabled governance applications, under the direction and supervision of the Chief Minister's Secretariat.

For effective functioning of the Artificial Intelligence Division, Chief Minister Secretariat requires deployment of 07 technical manpower resources comprising 02 Database Administrators, 03 Software Developers, 01 UI/UX Expert and 01 Cyber Security Engineer. These experts will collectively support the development, integration, security, and operation of the Division's dashboards, decision support systems, scheme-monitoring solutions, and AI-enabled governance applications, in alignment with the working requirements of the Chief Minister's Secretariat.

2.2 Project Brief & Objective

The Artificial Intelligence Division of the Chief Minister's Secretariat is engaged in the continuous development, enhancement, and operation of digital platforms that support governance functions. These include integrated dashboards, data-analysis and reporting systems, decision support systems, scheme-monitoring solutions, and AI-enabled governance applications, which are used to consolidate information, track programme implementation, and support informed decision-making at the Secretariat level.



The scope and volume of this work is expanding steadily as new schemes, data sources, and governance requirements are brought onto these platforms. Sustained development, integration, maintenance, and security of these systems requires dedicated technical manpower with domain expertise, which is presently not available in adequate measure within the existing set-up.

In this context, the Chief Minister's Secretariat has identified the requirement for seven technical manpower resources to be deployed with the Artificial Intelligence Division. The proposed engagement is intended to strengthen in-house technical capacity for the development and operation of the Division's digital initiatives, while all direction, prioritisation, and ownership continue to rest with the authorised officers of the Secretariat.

The primary objective of this RFP is to engage an agency for deployment of technical manpower resources comprising DBA, Software Developers, UI/UX Expert and Cyber Security Engineer to support the design, development, deployment, integration, security, and operation and maintenance of dashboards, decision support systems, scheme-monitoring solutions, and AI-enabled governance applications of the Chief Minister's Secretariat.

The specific objectives of the proposed engagement are as follows:

- To design, develop, test, deploy, and maintain integrated dashboards, MIS, decision support systems, scheme-monitoring solutions, and AI-enabled governance applications for the Chief Minister's Secretariat.
- To administer, secure, and optimise the databases and data pipelines that support the Division's dashboards, analytics, and monitoring systems.
- To design and deliver intuitive, accessible, and consistent user interfaces and visualisations for the Division's applications and dashboards.
- To ensure the security, integrity, and availability of the Division's applications, data, and infrastructure in line with Government cyber-security norms.
- To provide continuity and consistency in the development and operation of the Division's digital initiatives through engagement of dedicated experts, rather than ad-hoc or fragmented inputs.

It is clarified that all systems, applications, data, and outputs developed or operated under this engagement shall remain the property of, and under the control of, the Chief Minister's Secretariat. The engaged experts shall work under the direction and supervision of authorised officers and shall not exercise any independent administrative or decision-making authority; all decisions regarding use of the systems and their outputs shall rest with the Secretariat.

The AI Division shall serve as the Command and Control, providing a comprehensive 360-degree view of operations by integrating data from multiple sources, enabling real-time monitoring, situational awareness, predictive analytics, intelligent decision-making, and coordinated response across all stakeholders.



3. Eligibility Criteria

3.1 Pre-Qualification Criteria

The bidders must fulfil the minimum eligibility criteria as outlined below –

#	Criteria	Requirement	Documentary Evidence
1	Presence in India	The bidder must be a company registered under The Companies Act, 1956/2013 or an LLP registered under The Limited Liability Partnership Act, 2008 and must be operational since last 5 years.	Certificate of Incorporation with CA certificate/work orders/ completed project certificates establishing total no. of years in operation.
2	Tax Registration	The bidder must have valid tax registration	Copy of PAN and GSTIN Certificates
3	Annual turnover	Minimum average annual turnover of INR 35 Crore over the previous three financial years. (FY 2022-23, 2023-24 and 2024-25)	CA certificate to be submitted along with audited financial statements
4	Net-worth	The bidder must have positive net-worth in each of previous three financial years. (FY 2022-23, 2023-24 and 2024-25)	CA certificate to be submitted along with audited financial statements
5	Project Experience	The Bidder should have successfully completed or be currently operating at least five (05) projects during the last ten (10) years for Central Government / State Government / PSU organizations involving implementation of Integrated Dashboards/ Governance Monitoring Platforms/ Decision Support Systems/ Data Analytics Solutions/ Scheme Monitoring Systems/ Citizen-centric Digital Platforms / whatsapp bot / Chat bot with capabilities such as AI Intelligent Automation or similar advanced technologies.	Work order / Contract agreement/ Client issued completion certificate
6	Blacklisting	Should not be currently blacklisted by any agency of the central government, Public Sector Undertaking or by any department of any State Government; for corrupt or fraudulent practices at the time of bid submission.	A declaration in the form of affidavit on Rs. 100 stamp paper, duly notarized, must be submitted.



#	Criteria	Requirement	Documentary Evidence
7	AI/ML/Technical Manpower	The Bidder must have a minimum strength of 50 full-time resources including 25 technical resources on its payroll in India in areas such as software development / data management/ AI/ML / cybersecurity / UI/UX / analytics / grievance management or related IT disciplines.	Certificate from HR department
8	Power of Attorney	Special power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Duly signed Power of Attorney / Latest Board Resolution.

3.2 Technical Qualification Criteria

The bidders must score the minimum marks under technical qualification criteria as outlined below –

Sl. No.	Criteria	Documentary Evidence	Marks	Max. Marks
1.	Operations in India	Work Order/CA certificate/client issued completion certificate	Experience in years: 5 to 7 years = 12 Marks >7<=10 years = 13 Marks >10 years = 15 Marks	15
2.	Minimum average annual turnover of INR 35 Crore over the previous three financial years. (FY 2022-23, 2023-24 and 2024-25)	CA certificate to be submitted along with audited financial statements	Average annual turnover of last three FYs (2022-23, 2023-24 and 2024-25) >35 to <=45 crores = 12 Marks >45 to <=60 crores = 13 Marks >60 crores = 15 Marks	15
3.	The Bidder should have successfully completed or be currently operating at least five (05) projects during the last ten (10) years for Central Government / State Government / PSU organizations involving implementation of Integrated Dashboards/ Governance Monitoring Platforms/ Decision Support Systems/ Data Analytics Solutions/ Scheme	Work order / Contract agreement/ Client issued completion certificate	No. of Projects: 5 projects = 14 marks 6 to 8 projects = 16 marks 9 to 10 projects = 18 marks >10 projects = 20 marks	20



Sl. No.	Criteria	Documentary Evidence	Marks	Max. Marks																						
	Monitoring Systems/ Citizen-centric Digital Platforms / whatsapp bot / Chat bot with capabilities such as AI Intelligent Automation or similar advanced technologies.																									
4.	The Bidder must have a minimum strength of 50 full-time resources along with 25 IT/technical resources or related IT disciplines on its payroll in India	Certificate from HR department along with PF / ESIC Challans of last 3 months.	No. of employees on payroll: >=50 to <100 employees = 10 marks >=100 to <200 employees = 12 marks =>300 employees = 15 marks	15																						
5	The Bidder shall submit a valid copy of the CMMI Level 3 or Level 5 certificate along with the technical bid.	The certificate should be in the name of the bidding entity and shall remain valid during the period prescribed in the RFP.	5 marks – Level 5 3 Marks – Level 3	5																						
6.	Profile of Proposed Manpower Resources																									
	<table><tr><td>DBA (2 Nos.)</td></tr><tr><td>Software Developer (3 Nos.)</td></tr><tr><td>UI/UX Expert (1 No.)</td></tr><tr><td>Cyber Security Engineer (1 No.)</td></tr></table>	DBA (2 Nos.)	Software Developer (3 Nos.)	UI/UX Expert (1 No.)	Cyber Security Engineer (1 No.)	Latest CV along with certificates showing requisite educational and eligibility qualification as per RFP BSEDC shall conduct the interview of each resource.	<table><tr><th>Profile</th><th>Total Marks (15)</th></tr><tr><td>DBA-1</td><td>2.0</td></tr><tr><td>DBA-2</td><td>2.0</td></tr><tr><td>Software Developer-1</td><td>1.5</td></tr><tr><td>Software Developer-2</td><td>1.5</td></tr><tr><td>Software Developer-3</td><td>1.5</td></tr><tr><td>UI/UX Expert</td><td>3.0</td></tr><tr><td>Cyber Security Engineer</td><td>3.5</td></tr><tr><td>Total</td><td>15.0</td></tr></table>	Profile	Total Marks (15)	DBA-1	2.0	DBA-2	2.0	Software Developer-1	1.5	Software Developer-2	1.5	Software Developer-3	1.5	UI/UX Expert	3.0	Cyber Security Engineer	3.5	Total	15.0	15
DBA (2 Nos.)																										
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Profile	Total Marks (15)																									
DBA-1	2.0																									
DBA-2	2.0																									
Software Developer-1	1.5																									
Software Developer-2	1.5																									
Software Developer-3	1.5																									
UI/UX Expert	3.0																									
Cyber Security Engineer	3.5																									
Total	15.0																									
7.	Work Plan & Deliverables	Presentation of the submitted proposal	Marks on presentation will be awarded by the tender evaluation committee.	15																						
Total Score				100																						

Important note: To qualify in technical evaluation, bidder must score at least 70% marks (minimum 70 marks), or else their bid will be disqualified.



4. Scope of Work

4.1 General Scope of work

1. Assignment and Direction of Work

The Resources shall be deployed with the Artificial Intelligence Division of the Chief Minister's Secretariat and shall undertake development, integration, deployment, operation, and maintenance tasks relating to the Division's dashboards, decision support systems, scheme-monitoring solutions, data-analysis systems, and AI-enabled governance applications, as assigned and prioritised by a designated Nodal Officer authorised by the Chief Minister's Secretariat.

The work shall be carried out within the technical and administrative environment approved by the Secretariat. Resources shall work under the direction and supervision of the designated Nodal Officer and shall align their deliverables with the plans, priorities, and standards laid down by the Secretariat from time to time.

2. Nature and Scope of Technical Work

The technical work to be delivered by the Resources shall span the full delivery lifecycle of the Division's digital initiatives. The scope includes, but is not limited to:

- design, development, testing, deployment, and maintenance of integrated dashboards, management information systems, decision support systems, and AI-enabled governance applications; and
- administration and optimisation of databases, development of APIs and system integrations, user-experience and interface design, and security of the Division's applications, data, and infrastructure.

The detailed, role-wise scope for each category of Resource is provided in Section 4.2 (Resource-wise Scope of Work). The scope shall cover enhancement of existing systems as well as development of new modules and initiatives as required by the Secretariat from time to time.

3. Development, Deployment, and Operations

Resources shall follow standard software engineering, database administration, and security practices across the design, development, deployment, and operation of the Division's systems, including version control, documentation, testing, and change management.

Data Handling and Integration

Where the Division's systems process data from multiple departments, schemes, or sources — including text, documents, images, audio, video, and structured or tabular data — Resources shall be responsible for building and maintaining the required data pipelines, integrations, and processing within approved technical environments.

Operation and Maintenance

Resources shall be responsible for the day-to-day operation, monitoring, troubleshooting, and maintenance of the deployed systems, ensuring their availability, performance, reliability, and security on a continuous basis.



All work shall remain subject to the review and approval of the authorised officers of the Secretariat.

4. Time Sensitivity and Priority Handling

Resources shall ordinarily function during normal office hours.

However, the scope includes handling of occasional priority, same-day, or time-sensitive development, deployment, or operational tasks when explicitly directed by the authorised Nodal Officer, particularly in cases involving high-impact systems or critical governance requirements.

5. Volume of Work

The volume of work cannot be precisely predetermined and may vary depending on the number of systems under development and operation and on evolving governance requirements. The Division's portfolio of dashboards, systems, and applications is expected to grow over the term of the engagement.

Resources shall be expected to take up new development, enhancement, integration, and operational requirements as they arise, within the agreed team composition and working arrangements.

6. Outputs, Ownership, and Intellectual Property

Outputs generated under this engagement shall include software applications, dashboards, source code, databases, documentation, and related technical artefacts developed or maintained for the Chief Minister's Secretariat.

All such systems, source code, data, and outputs shall be the exclusive property of the Chief Minister's Secretariat. Resources shall hand over all deliverables, documentation, and access credentials to the Secretariat, and shall not retain, reuse, or disclose them without written authorisation.

Ownership, responsibility, and accountability for use of the systems and their outputs shall rest exclusively with the concerned officers of the Secretariat.

7. Quality Assurance, Security, and Review

All deliverables shall be subject to review, testing, and acceptance by the authorised officers of the Secretariat before being taken into use.

No system, module, or change shall be deployed to production without such review and approval.

Where AI/ML capabilities are built into the Division's applications, appropriate human oversight, validation, and safeguards shall be provided, and such outputs shall be clearly identified as AI-assisted and subject to human judgement.

8. Explicit Exclusions from Scope

To avoid any ambiguity, the following activities are explicitly excluded from the scope of work of selected bidder/selected vendor/selected agency:

- Travel to any location outside Patna
- Any tasks related to coordination/liaison with stakeholders outside CMO
- Direct policy or administrative decision-making on behalf of any department
- Interaction with field officers or district-level functionaries



- Interaction with citizens, media, or public representatives
- Independent data collection from sources other than those authorised by the Secretariat
- Automated decision-making or recommendation issuance
- Long-term storage or retention of data beyond authorised duration
- Operation or management of IT systems other than those assigned to the Division under this engagement

Note: If due to any reason, the resources are instructed to travel outside Patna, the department (CMO/Beltron) will be making reimbursement payment for boarding and lodging expenses, based on actuals, subject to upper limit being the entitlement for Group-B Gazetted officers of Government of Bihar.

Inclusions in the Scope

- All applications, dashboards, software, source code, APIs, databases, scripts, configuration files, UI/UX designs, integrations, documentation, reports, datasets, AI models, prompts, workflows, enhancements, modifications, and other deliverables developed, customized, configured, maintained, or enhanced under this engagement shall be the sole and exclusive property of the Chief Minister Secretariat, Bihar. The selected agency and its deployed personnel shall not claim any ownership, intellectual property rights, copyright, license, or any other rights over such deliverables. Upon completion or termination of the contract, the selected agency shall hand over complete source code, database dumps, technical documentation, credentials, configuration files, and all related artefacts to the Chief Minister Secretariat/BSEDC without any additional cost.
- Notwithstanding the above, any pre-existing proprietary tools, frameworks, utilities, methodologies, accelerators, libraries, reusable components, or intellectual property owned or licensed by the selected agency prior to the commencement of this engagement shall remain the property of the selected agency. However, all applications, source code, databases, dashboards, scripts, configurations, AI models, prompts, customizations, enhancements, modifications, and other deliverables specifically developed, configured, or created under this engagement for the Chief Minister Secretariat, Bihar shall vest exclusively with the Chief Minister Secretariat, Bihar.
- The selected agency and its personnel shall not copy, reuse, sell, transfer, disclose, publish, license, commercialize, or utilize any application, source code, database, dashboard, AI model, prompt, component, or deliverable developed under this engagement for any third party without prior written approval of the Chief Minister Secretariat, Bihar.
- The hosting of all such applications, databases, and related systems shall be on infrastructure provided by CMO/BSEDC, and no separate hosting or cloud infrastructure shall be required to be arranged by the selected agency unless specifically approved in writing by CMO/BSEDC.
- The selected bidder shall arrange and provide, at its own cost, all software tools, development tools, utilities, subscriptions, SDKs, frameworks, testing tools, collaboration tools, productivity software, antivirus software, and any other tools, licenses, or utilities required for carrying out the scope of work under this engagement. The cost of all such software, tools, licenses, subscriptions, and related support services shall be deemed to be included in the bidder's quoted price and no additional payment shall be made by CMO/BSEDC for the same.

9. Compliance with Administrative and Confidentiality Requirements



All work under this scope shall be performed strictly within authorised administrative and technical environments. Confidentiality, access control, and data handling norms applicable to the Chief Minister's Secretariat shall apply fully to Resources

Roles and Responsibilities of Selected Agency

1. Selected agency must provide fully loaded laptops (operating system, antivirus solution, Microsoft Office suite and all required software(s) to carry out the tasks as required).
2. Agency will be required to submit reports as required by Beltron/CMO.
3. Provide project status report(s) and MIS as desired by Beltron/CMO.
4. Set-up and administration of escalation mechanism for faster resolution of issues / risks.
5. A monthly review meeting to be done at Patna, Bihar. In this meeting the agency will brief the Beltron/CMO officials of the progress made by the team.

10. Requirement related to travel outside Patna

For coverage of department's work requirements/meetings/visits/ events at locations outside Patna, the department will make reimbursement of reasonable travel/lodging expenses as per rules/regulations to the personnel of vendor, who are authorised and instructed to undertake such travels outside Patna, when required. All such out of pocket (OPE) expenses shall be on actual basis, subject to applicable laws/rules/regulations of Govt. of Bihar.

4.2 Resource-wise Scope of work

A. Database Administrator (DBA) – 02 Resources

1. Database Administration & Management

- Install, configure, and administer enterprise databases.
- Manage production, development, and testing database environments.
- Ensure database availability, reliability, and performance.

2. Database Performance Optimization

- Monitor database performance and utilization.
- Conduct query tuning and indexing optimization.
- Resolve database bottlenecks and performance issues.

3. Backup, Recovery & Disaster Management

- Design and implement backup strategies.
- Perform recovery testing and disaster recovery drills.
- Ensure data integrity and business continuity.

4. Database Security

- Implement user access control mechanisms.
- Manage database encryption and audit logs.
- Monitor unauthorized access attempts and vulnerabilities.

5. Data Integration Support

- Support application teams in database integration.
- Manage ETL processes and data migration activities.
- Maintain master databases for dashboard and analytics systems.



6. Documentation & Reporting

- Maintain database architecture diagrams.
- Prepare health-check reports and performance reports.
- Document backup and recovery procedures.

B. Software Developer – 03 Resources

1. Application Development

- Design, develop, test, and maintain software applications.
- Develop modules for AI-enabled governance applications.
- Build web-based and mobile-responsive applications.

2. Dashboard & MIS Development

- Develop Integrated Dashboards for monitoring government schemes.
- Create Management Information Systems (MIS).
- Implement real-time reporting and visualization modules.

3. API & System Integration

- Develop REST APIs and web services.
- Integrate applications with existing Government systems.
- Support interoperability among departmental platforms.

4. AI Application Enablement

- Integrate AI/ML models into applications.
- Implement intelligent workflow automation.
- Develop interfaces for AI-based analytics and decision-support applications.

5. Software Testing & Deployment

- Perform unit, integration, and user acceptance testing.
- Manage deployment and version control activities.
- Resolve bugs and production issues.

6. Technical Documentation

- Maintain source code repositories.
- Prepare Software Requirement Specifications (SRS).
- Prepare technical and user manuals.

C. UI/UX Expert – 01 Resource

1. User Experience Design

- Study user requirements and business processes.
- Design intuitive user journeys and workflows.
- Improve usability of applications and dashboards.

2. Interface Design

- Develop responsive and accessible user interfaces.
- Create consistent design standards and style guides.
- Design interfaces for web and mobile applications.



3. Dashboard Visualization Design

- Design executive dashboards and analytical views.
- Develop visual representations of key indicators.
- Ensure easy interpretation of data by decision-makers.

4. Wireframing & Prototyping

- Prepare wireframes, mock-ups, and prototypes.
- Conduct user reviews and improve designs based on feedback.
- Support software developers during implementation.

5. Accessibility & Compliance

- Ensure compliance with Government accessibility standards.
- Improve user accessibility and navigation.
- Support multilingual interface design where required.

6. Design Documentation

- Maintain UI/UX standards documentation.
- Prepare design specifications and user flow diagrams.

D. Cyber Security Engineer – 01 Resource

1. Cyber Security Management

- Develop and implement security frameworks for applications and databases.
- Ensure compliance with Government security policies.

2. Vulnerability Assessment & Security Audit

- Conduct periodic VAPT exercises.
- Identify and mitigate security vulnerabilities.
- Track remediation status of identified risks.

3. Application Security

- Review application security architecture.
- Assess APIs and web applications for security weaknesses.
- Implement secure coding guidelines.

4. Network & Infrastructure Security

- Monitor network security controls.
- Review firewall, IDS/IPS, and endpoint security configurations.
- Support cloud and on-premise infrastructure security.

5. Incident Response & Monitoring

- Investigate security incidents and alerts.
- Prepare incident response reports.
- Coordinate recovery and corrective actions.

6. Data Protection & Compliance

- Ensure protection of sensitive government data.
- Monitor data access controls and audit trails.
- Support compliance with CERT-In and Government cybersecurity guidelines.



7. Capacity Building

- Conduct awareness sessions on cybersecurity best practices.
- Provide technical guidance to development and database teams

5. Project Deliverables & Timeline

The selected agency shall fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

Project Component	Deliverables	Timeline
Deployment of Manpower	Deploying all requisite manpower at work location specified by Government	T+15 days
Inception Report	Submission of inception report	T+ 30 days
Progress Reports	Monthly Progress Reports	By 5th of each succeeding month
	Quarterly Progress Reports	Within 15 days of each succeeding quarter
	Yearly Progress Report along with assistance for value addition	Within 15 days of succeeding Year
Project Deliverables	Derived Deliverables from the Strategy & Plan Documents	As per agreed timelines as defined from time to time.

T = Issuance of LoA

6. Resource Specifications

6.1 Deployment of Team

The successful bidder shall be responsible for deployment of following seven resources within specified timelines in the Project Deliverables and Timeline section as per the desired skillset and experience of various categories of resources.

6.2 Team Composition:

S. No.	Post	No. of Posts	Essential Qualification	Required Work Experience & Skills
1	Database Administrator (DBA)	02	B.E./B.Tech in Computer Science / IT / Electronics / MCA / M.Sc. (IT/CS)	Minimum 10 years of experience in Database Administration. Experience in PostgreSQL, MS SQL Server, MySQL or equivalent enterprise databases. Knowledge of database security, backup & recovery, performance tuning,



S. No.	Post	No. of Posts	Essential Qualification	Required Work Experience & Skills
				replication, clustering, disaster recovery, and database monitoring tools. Experience in Government/large enterprise projects preferred. Certification Required: Oracle, Microsoft, PostgreSQL, MySQL, AWS, or equivalent.
2	Software Developer	03	B.E./B.Tech in Computer Science / IT / Electronics or MCA	Minimum 8 years of experience in software development. Proficiency in Java/.NET/Python/PHP or equivalent technologies. Experience in web application development, API development, dashboard development, application integration, database programming, and deployment of enterprise applications. Experience in Government e-Governance projects preferred. Certification Required: Microsoft, Oracle Java, AWS, Google Cloud, Red Hat, or equivalent certifications
3	UI/UX Expert	01	Graduate/Post Graduate in Design, Human Computer Interaction, Computer Science, IT, Fine Arts, Multimedia, or equivalent discipline	Minimum 8 years of experience in UI/UX design. Expertise in wireframing, prototyping, responsive web design, dashboard visualization, usability testing, accessibility standards, and design tools such as Figma, Adobe XD, Sketch, or equivalent. Experience in Government portal/dashboard design preferred. Certification Required: Microsoft, Oracle, AWS, Google, Red Hat, or equivalent.
4	Cyber Security Engineer	01	B.E./B.Tech in Computer Science / IT / Electronics / Cyber Security or MCA	Minimum 10 years of experience in Cyber Security. Experience in VAPT, SIEM, endpoint security, network security, application security, incident response, and security audits. Certification such as CEH/CISSP/CompTIA Security+/ISO 27001. Experience in securing Government or enterprise IT systems preferred.

Important Terms & Conditions for Manpower Resources:

- The bidder needs to submit CV of all proposed manpower.



- b. The proposed resources will be screened and interviewed by Beltron and other designated officials, as per decision of competent authority and only after their approval, they can be deployed to the project.
- c. CV of proposed resources should also include copies of all educational qualifications (degree/diploma) as well as required certifications held by the resource
- d. The entire team would be based at Patna, Bihar.
- e. The proposed team shall be available and stationed in Patna on all the working days of Govt. of Bihar, and may be occasionally required to contribute on public holidays as well.
- f. The attendance of the personnel will be monitored by the authority/authorities so specified by CMO.
- g. The successful bidder is advised to deploy experienced & qualified resources for the assignment.
- h. If at any point of time, CMO/Beltron feels that a resource is not up to the mark, the replacement will be demanded in writing and will need to be obliged within 4 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board and there should be a minimum of 1 week overlapping of work between two resources to ensure full knowledge transfer and handover/takeover.
- i. The service provider will provide the CV of the resources engaged for the project for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the service provider will provide a suitable substitute, if required. Any change of resource during the period of contract should be done only with the prior consent of Beltron.
- j. Above mentioned resource requirement is the minimum number and category of resources to be provided for the Term of the contract. It is up to the bidder to assess the requirement and provide more resources if required. At all times, the schedule and delivery of the work shall not suffer.
- k. Leave for Team Resources:
 - The proposed team has to follow the working hours, working days and Holidays of State Government of Bihar.
 - Resources may avail maximum of 24 days/year of leave.
 - Leave entitlement and computation are linked to the year starting commencement of work prorated to December 31 of that year. Thereafter computations are linked to the calendar year from January 1 to December 31.
 - Leave can be refused, revoked, curtailed by the authorities based on business exigencies.
 - Unused leaves cannot be accumulated or carried forward to next year.

6.3. Contractual Details

- Duration: 36 months (extendable by two years, based on performance, on mutually agreed commercial terms and scope of work).
- Location: Chief Minister Secretariat, Patna.



- Mode of Engagement: Project-based /service-based hiring.
- Remuneration: On monthly basis
- Review Mechanism: Quarterly performance review by the office of Chief Minister Secretariat and Beltron authorities.

7. Bidding Process

7.1 Time Schedule for Bidding

- i. Please visit the e-Procurement Portal <https://eproc2.bihar.gov.in/EPKV2Web/> for full details
- ii. Complete sets of bidding documents will be available for download, by qualified bidders, from the portal.
- iii. The Bidders are advised to submit the Bids well in advance of the deadline as BSEDC will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems faced by the bidder.

7.2 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids.

7.3 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired. BSEDC, Bihar will in no case be responsible or liable for those costs, regardless of the outcome of the Tendering process.

7.4 Validity of Proposals

- a. Proposals shall remain valid for a period of bid validity as mentioned in the data sheet section above. A Proposal valid for shorter period may be rejected as non-responsive.
- b. BSEDC, Bihar may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request, and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c. Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

7.5 Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify BSEDC in writing along with a soft copy in excel format at correspondence email address before the date mentioned in under the 'important dates' section. Departmental representative will respond to any request for clarification of the tender document in the pre-bid conference, which will be held as per the table of important dates given. The response will be sent to all prospective bidders who have received the tender document.



The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

Sl. No.	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change
1				
2				

7.6 Pre-Bid meeting

- All those bidders who have obtained/purchased bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- Not exceeding two employees from each of the bidding firm / company / organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- The Bidder is requested, to submit any questions in writing to reach BSEDC as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. BSEDC will respond to any request for clarification to queries on the Tender Document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the portal <https://eproc2.bihar.gov.in/EPKV2Web/>.
- Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

7.7 Clarification/ Pre-bid meeting

- A prospective vendor requiring any clarification of the bidding documents may notify BSEDC contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders that have received the bidding documents.
- The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further clarified that GoB shall not entertain any correspondence regarding delay or non-receipt of clarification.

7.8 Amendment of Tender Document

At any time prior to the last date / time for receipt of bids, BSEDC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, reserves the right to modify



the tender document by issuing an amendment. The amendment will be notified in the portal and will be binding on the bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, BSEDC may, at its discretion, extend the last date for submission of bids.

7.9 Bid Preparation

1. Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and BSEDC, shall be written in the English language. If any supporting document and printed literature furnished by the Bidder is in a language other than English then the same should be accompanied by an accurate English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. However, such translations shall be certified by the agency that has done the translations.

2. Bid Format

The Bidder shall submit the duly signed copies of the Proposal through the e-Procurement Portal (<https://eproc2.bihar.gov.in/EPKV2Web/>), as given below:

A. Pre-Qualification Bid

1. Letters on bidder's letter head
 - a. Certifying that the period of validity of bids is 180 days from the last date of submission of bid,
 - b. Asserting that the bidder is quoting for all the items mentioned in the tender,
 - c. Accepting all terms of this RFP
2. All forms, documents, supporting documents, certifications, statements and records as mentioned in RFP to prove that the bidder meets the eligibility criteria.

B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders and required for BSEDC to evaluate the bids as prescribed as part of the technical evaluation criteria in this document. Hence it is mandatory that the bidders read this section in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

C. Commercial Bid Specified

The commercial bid shall be submitted for all requirements of the BSEDC for the Request for Proposal (RFP) Selection of an agency for providing services as per details mentioned in the RFP.

7.10 Procedure for Submission of Bids

Companies shall submit the tenders before the scheduled date and time for bid submission through the e-Procurement Portal <https://eproc2.bihar.gov.in/EPKV2Web/>. Tenders submitted after the due date and



time will not be considered. BSEDC will not be liable or responsible for any delays due to any delay on the bidder's side in submitting the proposal.

7.11 Authentication of Bid

The response to the bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support a letter of authorization. All pages of the bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the bid.

7.12 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

7.13 Financial Bid

The bidder shall indicate prices according to the Performa prescribed in this RFP/tender document.

7.14 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and shall include all state and central taxes. Attention of the bidder is invited to the terms and conditions of payment given in RFP document.

7.15 Revelation of Prices

Prices in any form and for any reasons shall not be revealed in the pre-qualification bid or technical bid or before opening the commercial bid. In case such violation happens, then the bid shall be immediately rejected.

7.16 Terms and Conditions of Tendering Firms

In case any of the terms and conditions to the RFP is not acceptable to any bidder, clearly specify the deviation in the forms given in RFP. Similarly in case the services being offered has deviations from the schedule of requirements laid down, the bidder shall describe in what respects and to what extent the services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not their offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in section as part of the response to the bid. Any substantial deviation may lead to rejection of the bid by GoB.

7.17 Bid Submission

A. Consortium and Sub-contracting

- a. The bid shall be submitted only as single entity firm. Consortium or Joint venture/consortium bids shall not be allowed for this RFP.



- b. The bidder shall not Sub-Contract any part of scope of work other than wherever specifically mentioned. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.

B. Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

C. Address for Correspondence

The bidder shall designate the official mailing address, place, telephone number, fax number and e-mail address to which all correspondence shall be made by BSEDC/Beltron. BSEDC will not be responsible for non-receipt of any communication sent by the bidder.

D. Clarifications

If deemed necessary, BSEDC may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. BSEDC may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

E. Verification of Reference Projects

BSEDC/CM Secretariat, if considers necessary, may conduct verification of reference projects to satisfy themselves on the performance of the services offered with reference to their requirements. BSEDC/CM Secretariat will satisfy themselves on the veracity of the reference works with reference to performance indicators relevant to the requirements specified.

F. Contacting GoB/BSEDC/CM Secretariat

Bidder shall NOT contact BSEDC/CM Secretariat/GoB on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the portal <https://eproc2.bihar.gov.in/EPKV2Web/>.

Any effort by a bidder to influence the bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by BSEDC.

G. Bid Currency

Price shall be quoted entirely in Indian Rupees (INR).



H. Disqualifications

The bid is liable to be disqualified in the following cases:

- The Bid not submitted in accordance with this document.
- During validity of the bid, or its extended period, if any, the Bidder increases their quoted prices.
- The Bidder qualifies the bid with his own conditions (Conditional Bid).
- Bid is received in incomplete form.
- Bid is not accompanied by all requisite documents.
- Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid/ pricing is included in the Technical Bid.

7.18 Earnest Money Deposit

An EMD of amount as required in this RFP, must be submitted along with the technical bid proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder on a written request.

No exemption for submitting the EMD will be given to any agency. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfilment of any of the terms or whole of the contract.

The EMD shall be forfeited:

1. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
2. Or in case of a successful Bidder, if the Bidder fails:
 - a. To sign the Contract; or
 - b. To furnish the performance security.

The original EMD should be submitted in physical form to BSEDC.

7.19 Criteria for Evaluation of Proposals

BSEDC will form a committee to evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, CMO and/or BSEDC, Bihar, may, at its discretion, ask the bidders for clarification of their Proposals. Only those proposals meeting the pre-qualification criteria will be evaluated their Technical proposal as per the criteria mentioned in the respective section.

Financial Proposal of only those bidders will be opened who secure at least 70% marks as per the technical evaluation marking criteria.

7.20 Submission, Receipt and Opening of Proposals

- a. BSEDC will open all bids (only Technical Bids at the first instance) in the presence of Bidders or their representatives who choose to attend.



- b. The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.
- c. The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as BSEDC, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidders.
- d. Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

7.21 Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids on the following basis, namely:

- a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

7.22 Right to Accept or Reject Proposal

BSEDC reserve the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

7.23 Bid Selection Method

- 1. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- 2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- 4. Any conditional bid would be rejected.
- 5. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit



price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

6. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
7. The Total Bid Price, as computed by the BSEDC shall be used for the purpose of commercial evaluation of bids.

The Contract will be awarded on L1 basis.

7.24 Disqualification

BSEDC, Bihar may, at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- a. Submitted the Proposal documents after the response deadline.
- b. Made misleading or false representations in the forms, statements and attachments.
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d. Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- e. Failed to provide clarifications related thereto, when sought.
- f. Declared ineligible by the Government of Bihar or any other State Government/ Government bodies or the Central Government/Government bodies for corrupt and fraudulent practices or blacklisted.
- g. Submitted a proposal with price adjustment / variation provision.

7.25 Acknowledgement by Applicant

It shall be deemed that by submitting the bids, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from BSEDC, Bihar;
- accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the BSEDC;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.



8. General Terms and Conditions

8.1 Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the BSEDC, Bihar/ GoB shall be final and binding on the firm/ company/Agency/Bidder.

8.2 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and Government of Bihar. Legal jurisdiction for all matters arising out of this RFP and ensuing contract (if any) will be for courts of Patna, Bihar only.

8.3 Relationship between Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the BSEDC and 'the firm/company'. The firm/company subject to this contract for selection has complete charge of personnel, performing the services under the Project executed by BSEDC from time to time. The resources(s) provided by firm/company shall be fully responsible for the services performed by them or on their behalf hereunder. BSEDC/CMO will allocate work/assignment to the Professional(s) provided by firm/company.

8.4 Statutory Requirement

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment there of governing inter-alia customs, stowaways, foreign exchange etc. and shall keep CMO/BSEDC indemnified in this regard.

8.5 Indemnity

The Selected Bidder shall indemnify BSEDC/CMO from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.
- c. The maximum indemnity by the Agency or BSEDC, Bihar shall be to the extent of 100% of Contract value in favour of BSEDC, Bihar.

8.6 Right of Monitoring, Inspection and Periodic Audit

BSEDC, Bihar/CMO, Bihar reserves the right to inspect and monitor / assess the progress / performance related to the project, at any time during the course of the Contract, after providing due notice to the Selected Bidder. BSEDC, Bihar may demand, and upon such demand being made, the selected bidder shall



provide with any document, data, material or any other information required to assess the progress of the project.

BSEDC shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by BSEDC and the Selected Bidder undertakes to cooperate with and provide to the BSEDC, Bihar/ any other Agency appointed by BSEDC, Bihar, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the BSEDC may, without prejudice to any other rights that it may have, issue a notice of default.

8.7 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the GoB, out of premises, without prior written permission from the CMO, Bihar.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by CMO/BSEDC, Bihar, whichever is earlier, return any and all information provided to the Selected Bidder by CMO, including any copies or reproductions, both hardcopy and electronic.

8.8 Standards of Performance

The resource(s) provided by selected firm/ company shall provide the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Professional(s) provided by selected firm/ company shall always act in respect of any matter relating to this contract as faithful advisor to CMO/BSEDC, Bihar. The firm/company shall abide by all the Provisions/ Acts/ Rules etc. of information Technology prevalent in the country. The firm/ company shall conform to the standards laid down in RFP in totality.

8.9 Firm/company Personnel

The firm/company shall employ and provide such qualified and experienced personnel as may be required to perform the services as specified under the Scope of Work of this RFP. There are specialized domains mentioned under the Manpower Specification, and it is desirable from the firm/company to deploy the personnel, who have adequate experience in the domain related with the project.

8.10 Documents/Knowledge Transfer

All the documents prepared and updated time-to-time by the firm/company under this contract shall be the exclusive property of CMO and will be handed over to the CMO at the time of completion/ termination of the contract.



The Selected Agency shall maintain logs of the internal review of all the deliverables submitted to the CMO or its assignee(s). The work data related logs shall be submitted to CMO or the designated agency on request.

8.11 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

8.12 Intellectual Property Rights (IPR)

The IPR in respect of all the plans, contents, processes, software, applications and components, developed in pursuance of this Project, shall vest with CMO, Bihar, immediately on their creation. Following conditions apply:

- a. **Ownership and Title:** Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of CMO.
- b. All the deliverables submitted by firm/company under the contract will be the exclusive property of CMO.
- c. The rights to any proprietary tools, technologies, methodologies or frameworks, developed/owned by the selected agency and used for delivery of the project, shall remain the exclusively with the agency.

8.13 Copyright

The full copyright of all creative and publicity material produced would rest with CMO for all time use. This would include full copyright of images used in the creative and publicity material.

8.14 Assignments

The firm/company shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without prior written consent of CMO/BSEDC/GoB.

8.15 Award of Contract

- a. On acceptance of Proposal for awarding the contract, the BSEDC will notify the successful bidders in writing that their proposal has been accepted, and selected bidder formally accepts the Lol, the bidder will submit requisite Performance Bank Guarantee (PBG), after which the project contract Agreement will be signed. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.
- b. **Change Request:** If the Beltron/GoB so desire, the scope of work and no/type of personnel can be changed at any time during the period of contract. Such change requests will have to be accepted by the bidder if they are capable of delivering the services as per proposed modifications. In case BSEDC desire any change in the scope of the selected bidder's obligation under the Agreement and such change is likely to cause financial hardship to the selected agency, the



agency shall convey to BSEDC the time schedule and cost of the proposed change. BSEDC shall signify either its approval or disapproval to the agency of such estimation from the agency. If BSEDC does not accept the estimation, then the change request shall be deemed to be cancelled and the agency shall be relieved from all obligations to perform such change.

- c. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LoI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance of letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.

8.16 Monitoring of Contract

- a. An officer or an agency or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by BSEDC entity to monitor the progress of the contract during its delivery period.
- b. During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
- c. If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

8.17 Performance Bank Guarantee (PBG)

- a. The successful Bidder has to furnish a security deposit so as to guarantee their (Bidder) performance of the contract.
- b. The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value within 15 days from the date of issue of Letter of Intent (LoI)/ Letter of Award (LoA)/Purchase order for the duration of warranty from any Scheduled Commercial Bank in India or Nationalised Bank of India.
- c. The Performance security shall be payable to the BSEDC as compensation for any loss resulting from the Agency's failure to complete its obligations under the Contract.
- d. The Performance Security will be discharged by BSEDC and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- e. In the event of any contract amendment, the bidder shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- f. No interest shall be payable on the PBG amount. BSEDC, Bihar may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidders.
- g. The PBG should be valid for 60 days beyond the period of the contract.



8.18 Execution of Agreement

- a. A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- b. The successful bidder shall submit the Performance Bank Guarantee (PBG) within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder and shall sign the contract immediately after that, without any delay.
- c. If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The GoB/Beltron may, in such case, cancel the contract, forfeit the EMD of the bidder and debar/blacklist the bidder to participate in any future bids.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased anywhere in Bihar only.

8.19 Fraud and Corruption

BSEDC requires that firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, BSEDC, BIHAR defines, for the purposes of this provision, the terms set forth as follows:

- a. "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of CMO/BSEDC, Bihar or any personnel of firm/company(s) in contract executions.
- b. "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to BSEDC, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive BSEDC of the benefits of free and open competition.
- c. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work, which was given by the BSEDC, Bihar in Section 4.
- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- e. Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by BSEDC, Bihar to having been and engaged in corrupt, fraudulent or unfair trade practices.
- f. Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

8.20 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process



may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

8.21 Deliverables

The selected bidder's firm/company should have to submit deliverables in hard/soft copy (including editable soft copy); as desired by the CMO/BSEDC. Facility of printer, photo copier, document scanner and office working space along with electricity and internet connection shall be provided by the CMO.

8.22 Termination

Under this Contract, BSEDC may, by written notice, terminate the contract agreement entered with the firm/company in the following ways:

- a. Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b. Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of one month.
- c. Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the firm/company.

The vendor/agency may terminate this contract or any particular services immediately upon written notice to BSEDC, if consulting firm reasonably determines that it can no longer provide the services in accordance with applicable law or its professional obligations.

Upon termination of the contract, payment shall be made to the firm/company/vendor for:

- a. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- b. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the firm/company in the event of such termination.

8.23 Force Majeure

Notwithstanding anything contained in the RFP, the firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the consulting firm/company and not involving the consulting firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions



and freight embargos. The decision of the BSEDC, Bihar regarding Force Majeure shall be final and binding on the firm/company.

If a Force Majeure situation arises, the firm/company shall promptly notify to the BSEDC in writing, of such conditions and the cause thereof. Unless otherwise directed by the BSEDC in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.24 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

A. Amicable Settlement

Performance of the Contract is governed by the terms the conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation, either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause shall become applicable.

B. Resolution of Disputes

BSEDC and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after fifteen (15) days from the commencement of such informal negotiations, BSEDC and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by the Development Commissioner, GoB.

All negotiations, statements and/or documentation pursuant to these disputed matters shall be without prejudice and confidential (unless mutually agreed otherwise). The time and resources costs of complying with its obligations under this Governance Schedule shall be borne by respective parties.

All Arbitration proceedings shall be held at Patna, Bihar State, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

8.25 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Patna, Bihar/courts situated in Bihar only.

8.26 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when



delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

8.27 Limitation of Liability

The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or wilful misconduct in performance of the services hereunder.

8.28 Period of Contract

The contract shall remain valid for an initial period of three (3) years and may be extended for a further period of up to two (2) years on the same terms and conditions, subject to satisfactory performance and approval of the competent authority

8.29 Others

- a. The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. They will have to submit the progress reports regularly, as per the guideline issued by CMO/BSEDC, Bihar.
- b. In case of physical onsite deployment, the CMO/Beltron will provide office space with internet access and electricity, to the hired onsite resources of selected agency in its own premise during project period.
- c. Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame with no additional cost to BSEDC.
- d. The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules.

9. Deployment of Personnel

9.1 Availability of Personnel

- a. The estimate of Personnel costs and person-month rates are specified as per the approved financial proposal. Additional resources, as may be required to carry out of the services, would be approved on a case-to-case basis as deemed appropriate by the Authority in consultation with the agency. The rates would be equivalent to the rates set out for Manpower in the agreement. A deviation in the rate would need to be discussed & agreed between the Authority and agency as per mutually agreed terms.



- b. The CMO expects the personnel to be available either physically or by email/phone during entire duration of the Agreement. The CMO/Beltron will consider substitution of the personnel only in extraordinary/unavoidable circumstances and will allow substitution of a maximum of 30% of the resources during the project tenure. Beyond this limit, there will be a penal deduction as per SLA terms and conditions of RFP/Contract agreement. Such substitution shall ordinarily be subject to equally or better qualified and experienced personnel being provided to the satisfaction of the CMO and the agency shall not be allowed to propose more than 3 substitutions for each position/role, in a year and shall be considered as event of default by resources. The CMO/Beltron reserves the right to select the number of personnel for deployment as and when required and payment will be made as per the quoted person-month rates.
- c. If additional work is required beyond the scope of the Services specified in the RFP/Contract, the scope of the Agreement may be increased in accordance with Change request process given in the RFP. Additional resources as may be required to carry out of the services would be approved on a case-to-case basis as deemed appropriate by the Beltron/CMO in consultation with the vendor. Any changes to scope shall come into effect by agreement in writing between the Beltron and the vendor. Additional PBG shall have to be submitted by the vendor as per revised scope and terms of modified contract agreement which shall be valid for a period more than 60 days the revised contract term.
- d. For the manpower deployed, the vendor shall keep with them, their present and permanent address with contact details, educational and technical qualification details, specimen signature, and two passport size photographs and furnish these details/ information to CMO/Beltron, as and when required.

9.2 Approval of Proposed Resources

- a. The Personnel listed in the proposal submitted against the RFP shall be screened and interviewed before acceptance for validation of experience, skills and suitability/fitment.
- b. Substitution of Personnel
 - a. The Authority expects the Personnel to be available during entire duration, either physically or by email/phone, as directed by CMO/Beltron. Substitution of Personnel (vendor initiated requests) will be made as per criteria outlined in RFP and by approval of Beltron/CMO. The CMO/Beltron also reserves the right of demanding for substitution of any personnel(s) if required.
- c. Working hours, overtime, leave, etc.
 - a. The manpower deployed will be entitled to the Gazetted holidays of this state Govt. and 24 days of leave on annual basis. Any other leave will be treated as un-paid and in case of absence from the duty, the payable remuneration will be appropriated accordingly.
 - b. Medical or any other allowances to the sub-consultants/manpower deployed will not be borne by CMO/Beltron/GoB. It will be the responsibility of the vendor.
- d. Providing Services/Support



- a. The personnel shall be used for providing work/services as specified in the tender or the contract agreement. In case any personnel is found engaged in doing any work other than the above or found not capable/useful, the vendor shall withdraw him/her from service and arrange for replacement immediately within 30 days' time at their own cost; failing which the SLA may be applicable as per terms of RFP/contract.
- b. The vendor shall be responsible for any physical damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at CMO/Beltron premises. All equipment shall be used only for the purpose of carrying out legitimate business of CMO/Beltron organization and shall not be put into any other use.
- c. The manpower deployed by the vendor shall maintain office decorum. They shall be courteous, polite and cooperative and able to resolve the assigned tasks. The vendor shall verify the character antecedents before deploying any person at CMO/Beltron.



10. Payment Schedule

10.1 Payment Terms

The selected Agency shall submit the Invoices against the deployed manpower as per the agreed rates on Monthly basis, along with the attendance record of the manpower and the monthly progress report to CMO/Beltron.

CMO shall verify the same and will send it to BSEDC for remittance of the payment through Cheque/RTGS/NEFT within 30 days of submission of the Invoice along with the necessary supporting documents. No interest shall be payable by Beltron on any delays in payment of vendor's invoices.

11. SLA/Penalty Clauses

This RFP is for selection of the Resources for execution of the assignments given by CMO, from time to time. Following SLA terms and conditions shall be applicable to the selected vendor:

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Deployment of Resources	Successful Deployment of ALL Resources	T+ 15 days	All resources shall be deployed within T+15 days from the date of issuance of the LoA. In case of delay, a penalty at the rate of 1% of the total quoted monthly contract value per week (or part thereof) shall be levied for each undeployed resource, subject to a maximum of 10% of the monthly invoice value. Any resource remaining undeployed beyond four (4) weeks from the prescribed deployment timeline shall constitute a material breach of contract, and the Purchaser may terminate the Contract and forfeit the Performance Bank Guarantee (PBG).
Availability of Resources	Fulltime availability as required by CMO	Always	<u>Attendance percentage & penalties</u> >=98% → No penalty >=95 and <98% → 1% of total quoted monthly cost per resource having shortfall below 98% >=90% and <95% → 2% of total quoted monthly cost per resource having shortfall below 95%
Inception Report	Submission of inception report	Onetime submission, within 30 days from LoA	<u>Applicable penalties</u> Within 30 days → No penalty After 30 days, a penalty of 1% of total contract value per week of delay (or



Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
			part thereof), up to the maximum value of 10% of the contract value.
Progress report	Monthly Progress Reports	To be submitted by the 5th of each succeeding month	After due date, a penalty of 1% of total contract value per week of delay (or part thereof), up to the maximum value of 10% of the contract value.
Progress report	Quarterly Progress Reports	To be submitted within 15 days of each succeeding quarter	After due date, a penalty of 1% of total contract value per week of delay (or part thereof), up to the maximum value of 10% of the contract value.
Progress report	Yearly Progress Report	Within 15 days of completing one year	After due date, a penalty of 1% of total contract value per week of delay (or part thereof), up to the maximum value of 10% of the contract value.
Important Note: (i) In any event if the total SLA penalty exceeds 10% of contract value, the contract may be terminated and PBG forfeited. (ii) In case a resource deployed remains absent for more than 10 working days, without intimation, they may be removed from the project. (iii) In case of any complaint from CMO, the concerned resource may be removed from the project.			

T = the data of signing of LoA

12. Exit Management

12.1 Purpose

- a. This clause sets out the provisions which will apply upon completion of the contract period or upon termination of the agreement for any reasons. The Parties (both BSEDC and the Vendor) shall ensure that they carry out their respective obligations set out in this Exit Management Clause. Exit Management criteria will be a part of Contract/Master Service Agreement with detailed information about exit criteria and exit management plan.
- b. The exit management period starts, in case of expiry of contract, or on the date when the contract comes to an end or in case of termination of contract, or on the date when the notice of termination is sent to the Selected Agency or by the Selected Agency. The exit management period ends on the date as mutually agreed upon by BSEDC and the Selected Agency.
- c. The Selected Agency shall pay all transfer costs and stamp duty if any applicable on transfer of project assets except in case the Project is being terminated due to default of BSEDC, where BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable due to transfer of the project



assets, if any. At the beginning of the exit management period, the Selected Agency shall ensure that:

1. All Project Assets including the documents, records, software products/ scripts/ configuration files/ databases and any other digital/physical artifacts created during the tenure of project are cured of all defects and deficiencies and handed over CMO/Beltron so that the CMO/Beltron is fully in a position to continue on their own, with routine tasks and processes set-up/undertaken during the contract period;
2. The Selected Agency delivers relevant records and reports pertaining to the scope and deliverables of the project including but not limited to reports, concepts notes, strategy documents and plan documents including all manuals, application software/script, datasets, pertaining thereto as on the Divestment Date;
3. The vendor shall ensure complete hand-holding and knowledge transfer in form of documents, audio/visual handover conferences and hands-on demonstration of their works/processes/software applications (along with complete source code, database dump and configuration files) to BSEDC, Bihar or any third party appointed by BSEDC, Bihar if it is required for the uninterrupted continuation of services by BSEDC or any third party appointed by it;
4. The selected agency shall comply with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the assignment under this RFP free from all encumbrances absolutely and free of any charge or tax to BSEDC or its nominee.

12.2 Cooperation and Provision of Information

During the Exit Management Period:

- a. The selected agency will allow CMO/BSEDC, or any third party appointed by CMO/BSEDC, access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable CMO/BSEDC or any third party appointed by CMO/BSEDC to assess the existing services being delivered;
- b. Promptly on reasonable request by CMO/BSEDC or any third party appointed by CMO/BSEDC, the selected agency shall provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with the "Contract", the Project deliverables, application software and Scope of Work, relating to any material aspect of the services. CMO/BSEDC or any third party appointed shall be entitled to copy (including editable soft copies) all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected agency shall permit BSEDC, or any third party appointed to have reasonable access to its employees/ facility as reasonably required by CMO/BSEDC or any third party appointed to understand the methods of delivery of the services of the selected agency and to assist appropriate knowledge transfer.



13. Annexure: Forms and Template for Bid Response

13.1 Technical Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP
3. Form – 3: General Information about the bidder
4. Form – 4: Bidder's Relevant Experience
5. Form – 5: Particulars of key professionals
6. Form – 6: CV's of proposed professionals
7. Form – 7: Approach, Work plan and Methodology
8. Form – 8: Power of Attorney for authorised signatory
9. Form – 9: Undertaking on Being Not Black-Listed
10. Form – 10: Bank Guarantee for EMD

13.2 Financial Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Financial Bid (At e-proc Portal Only)



Technical Proposal Forms

Form – 1: Covering Letter

(On Bidder's Letter head)

Date: _____

Proposal Reference No. BSEDC/ _____

To

Managing Director, Bihar State Electronics Development Limited (BSEDC)

First Floor, Beltron Bhawan,

Shastri Nagar,

Patna-800023

Sub: Request for Proposal (RFP) for "Selection of Agency for Providing Technical Manpower Resources for Artificial Intelligence Division, Chief Minister Secretariat, Bihar"

Dear Sir,

We hereby propose to provide services for "Selection of Agency for Providing Technical Manpower Resources for Artificial Intelligence Division, Chief Minister Secretariat, Bihar" as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to CMO/ BSEDC, failing which the Earnest Money deposit may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with GoB, for a period of maximum three years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Full Name:

Designation:

Seal:

Date:

Business Address:

Email:



Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

(On Bidder's Letter head)

Date: _____

Proposal Reference No. BSEDC/ _____

To,
Managing Director
Bihar State Electronics Development Limited(BSEDC)
First Floor, Beltron Bhawan,
Shastri Nagar,
Patna-800023

Sub: Request for Proposal (RFP) for “Selection of Agency for Providing Technical Manpower Resources for Artificial Intelligence Division, Chief Minister Secretariat, Bihar”.

Dear Sir,

We have carefully gone through the Terms & Conditions contained in the RFP document [No.] regarding “Selection of Agency for Providing Technical Manpower Resources for Artificial Intelligence Division, Chief Minister Secretariat, Bihar” and accept the terms and conditions mentioned therein.

Yours faithfully,

(Signature of the Bidder)

Printed Full Name:

Designation:

Seal:

Date:

Business Address:

Email:



Form – 3: General Information about the bidder

Name of the Company / Firm	
Date of Incorporation	
CIN	
PAN	
GST Number	
Legal Status of the Company in India & Nature of Business in India: <i>Public Ltd Company / Private Ltd Company/ / LLP company</i>	
Address of the Registered Office in India	
Date of Commencement of Business	
Address of the office in Bihar (if any)	
Details of the Contact Person:	Name: Designation: E-mail: Phone number:
Website:	



Form – 4: Bidder's Relevant Project Experience

Please provide information as per the criteria set so as to facilitate fair evaluation:

Assignment Name:		Country:
Location within Country:		Number of professional Staff provided for the project:
Name of Client:		
Address & Contact Details of Client:		No. of Staff Months/Duration of Assignment:
Start Date: (MM/YYYY)	Completion Date: (MM/YYYY)	Value of Contract Services in Rupees:
Name of Associated Firm(s), if any		
		No. of Staff provided by the Associated Firm(s):
Name of senior staff (Project Director / Coordinator, Team Leader) involved, and functions performed:		
Narrative description of Project:		
Description of Actual Services provided by your staff:		
Attached Supporting Documents for this project (tick whichever is applicable): 1. Letter of Intent 2. Letter of Award 3. Work Order 4. Contract Agreement 5. CA Certificate		

Note: For each cited project, the bidder must attach all requisite documents as required in RFP.



Form – 5: Particulars of proposed professionals

Sl. No.	Name	Educational Qualification	Total years of work experience	Present Employment (Name of the Employer & Employed Since)	Number of Assignments Relevant to the Project
1					
2					
3					



Form – 6: CVs of proposed professionals

Proposed Position:					
S No	General Information				
1	Name of the Employee				
2	Present Organisation with Designation				
3	Date of Birth				
4	Nationality				
5	Total Years of Experience				
6	Address of the Company/ Firm				
	Location, Telephone Number & e-mail				
7	Education Qualification Details				
	Degree (Specialization)	Year	Institution & University Name		
8.1					
8.2					
9	Countries of Work Experience				
10	Employment				
	Employer	From	To	Position/s Held	
10.1					
10.2					
11	Certifications/Membership required in the RFP	as	Certification Name	Issuer	Valid upto
12	Other Training(s)				
13	Language(s) [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]		Speaking		
			Reading		
			Writing		
			Speaking		
			Reading		
			Writing		
14	Name of Key Clients Served				
15	Name/contact nos. of customers who can give feedback				
16	Detailed tasks handled (Domestic)				
17	Project Experience				
17.1	Project 1:				
Name of the client					
Work Area of Project					
Location of the assignment					
Name of the organization for which the individual was employed, while executing					



the assignment		
Position Assigned in project		
Role Played in the project		
About the project requirement		
Tasks Handled in project		
Value Delivered to Client		
Start Year & month of project		
End Year/month (or ongoing)		
Client References		
17.2	Project 2:	
Name of the client		
Work Area of Project		
Location of the assignment		
Name of the organization for which the individual was employed, while executing the assignment		
Position Assigned in project		
Role Played in the project		
About the project requirement		
Tasks Handled in project		
Value Delivered to Client		
Start Year & month of project		
End Year/month (or ongoing)		
Client References		

I, hereby confirm that all the information and details provided and updated by me in my Curriculum Vitae (CV) are true, accurate, and complete to the best of my knowledge and belief.

I acknowledge that I am solely responsible for the authenticity of the content included in the document and understand that any misrepresentation or false information may lead to appropriate corrective actions as per organizational policies.

Name: _____

Signature: _____

Date (Day/Month/Year): DD/MM/YYYY



Form – 7: Approach, Work plan and Methodology

The descriptive part of submission under this will be detailed precisely under the following topics in the presentation (PPT) format.

A. Understanding of SoW [not more than 3 slides]

The Applicant will submit their understanding of the SoW specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the SoW if they consider this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the RFP.

B. Proposed Approach & Methodology [not more than 10 slides]

The bidder shall submit their approach and methodology aligned with the given timeline, in order to achieve the objectives of the project.

C. Proposed Team and Work Plan [not more than 7 slides]

The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. The Applicant should specify the sequence of important activities, and quality assurance plan for carrying out the Services.



Form –8: Power of Attorney for authorised signatory

(On Rs. 100/- non-judicial stamp paper)

Know all men by these presents, we, <NAME OF BIDDER>, a <Type of Company> with <CIN> and having its registered office at <Address> (hereinafter referred to as “Bidder”) do hereby constitute, nominate, appoint and authorize <Name of Attorney>, Son/Daughter of <Father’s Name> and presently residing at <Address of the Attorney>, who is presently employed with us and holding the position of <Designation> as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for Request for Proposal (RFP) for “ RFP FOR SELECTION OF AGENCY FOR PROVIDING TECHNICAL MANPOWER RESOURCES FOR ARTIFICIAL INTELLIGENCE DIVISION, Chief Minister Secretariat, Bihar

Ref No.: _____ issued on DD/MM/YYYY by Managing Director, Bihar State Electronics Development Limited (BSEDC) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to BSEDC, representing us in all matters before BSEDC, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the BSEDC in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with BSEDC.

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

This Power of Attorney shall be effective, binding, and operative till DD Month YYYY if not revoked earlier or as long as the said Attorney is in the service of the Bidder, whichever is earlier.

IN WITNESS WHEREOF WE, <_____Name of Bidder____>, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DDTH DAY OF MONTH YYYY.

For <Bidder>:

Name:

Designation:

Address:



Accepted:

Name:

Designation:

Address:

Witnesses:

1

2

Notarized

(Signature, name, designation and address of the Attorney)



Form – 9: Undertaking on Being Not Black-Listed

(On Rs. 100 non-judicial stamp paper)

This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of Bihar or any of its agencies for any reasons whatsoever and not blacklisted by Central/any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.

Company Secretary / Authorized Signatory

Name of Signatory:

Designation:

Bidder Name:

Address:

Date:

Place:



Form – 10: Bank Guarantee for EMD

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

Whereas <Name of Bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP <Ref. No.> dated DD-Month-2026 for RFP FOR SELECTION OF AGENCY FOR PROVIDING TECHNICAL MANPOWER RESOURCES FOR ARTIFICIAL INTELLIGENCE DIVISION, Chief Minister Secretariat, Bihar (hereinafter called "the Bid") to Bihar State Electronics Development Corporation (BSEDC).

Know all Men by these presents that we <Name of Bank> having our office at <Address> (hereinafter called "the Bank") are bound unto Bihar State Electronics Development Corporation (BSEDC) (hereinafter called "the Purchaser") in the sum of **INR 15,00,000/-- (Rupees Fifteen Lakh only)** for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to **DD-Month-2026** and including 180 days from the last date of submission i.e., UP TO **DD-Month-2026** and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed INR _____/- (Rupees _____ only)

II. This Bank Guarantee shall be valid up to DD-Month-2026



III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



Financial Proposal Form

Form – 1: Covering Letter

(On Bidder's Letter head)

Date:

Proposal Reference No. BSEDC/

To

Managing Director

Bihar State Electronics Development Limited(BSEDC)

First Floor, Beltron Bhawan,

Shastri Nagar,

Patna-800023

Sub: RFP FOR SELECTION OF AGENCY FOR PROVIDING TECHNICAL MANPOWER RESOURCES FOR ARTIFICIAL INTELLIGENCE DIVISION, Chief Minister Secretariat, Bihar

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the "RFP FOR SELECTION OF AGENCY FOR PROVIDING TECHNICAL MANPOWER RESOURCES FOR ARTIFICIAL INTELLIGENCE DIVISION, Chief Minister Secretariat, Bihar".

I/We agree that this offer shall remain valid for a period of 180 days (One Hundred and Eighty Days) days from the Proposal Due Date, or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Email:



Form – 2: Financial Bid

Sl. No.	Position Name	No. of Resources (A)	No. of Months (B)	Monthly Rate per Resource (INR) Excluding Taxes (C)	Total Cost (INR) $D = A \times B \times C$
1	Database Administrator (DBA)	2	36		
2	Software Developer	3	36		
3	UI/UX Expert	1	36		
4	Cyber Security Engineer	1	36		
	Total Manpower Cost (Excluding Taxes)	7			
	GST Amount (@ Applicable Rate)				
	Total Project Cost (Including Taxes)				

All travel and incidental expenses for purpose of executing scope of work outside of Patna would be reimbursed as per the Govt. of Bihar entitlement for Group-B Gazetted officers.

Rates quoted shall include salary, EPF, ESI (if applicable), insurance, leave reserve, overheads, management charges, laptops, software licenses required under scope, and all incidental costs.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Email:

