



बिहार सरकार

FINANCE DEPARTMENT, GOVERNMENT OF BIHAR

Request for Proposal (RFP)

Tender Reference Number: NIT-2024-13

Department of Finance, Bihar invites bids for Design,
Development, and implementation of Corporate Social
Responsibility (CSR) Portal for Bihar

Fact Sheet (Important Dates and Information)

Department Name	Department of Finance, Govt. of Bihar
Address and Email ID	Department of Finance, Govt. of Bihar Nodal Officer: Md. Ejtaba Hussain Joint Secretary (Institutional Finance) Email ID – instfin-bih@gov.in
Name of Work	Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar
Project Duration	24 Months
Method of Selection	Least Cost Selection (LCS) method
Tender Currency	INR
Joint Venture /Consortium/ Sub-Contracting	Not Allowed
Bid Document Fee (Non-refundable)	INR 10,000/- (INR Ten Thousand Only) payable through online mode on the following website https://eproc2.bihar.gov.in/
Bid Security/EMD	INR 5,00,000/- (INR Five Lakhs Only) payable through online mode on the following website https://eproc2.bihar.gov.in/
Performance Bank Guarantee (PBG)	5% of the total contract value within 21 days from date of issuance of work order
Portal for downloading tender documents and proposal submission	The tender is available and downloadable on e-Tendering website: https://eproc2.bihar.gov.in/ . All subsequent changes to the bid document shall be published on the above website.

Pre-Bid Communication	The bidders may submit their queries through email at the following Email address: instfin-bih@gov.in
Pre-Bid Communication Period	For clarification purposes , the time limit for seeking clarification is 07 days before the due date of submission of Proposal.
Last Date & Time for Receipt (Submission) of Bids (Technical & Financial)	Date: 02/01/2025 Time: 15:00 Hours At https://eproc2.bihar.gov.in/ only
Date and Time of Opening Technical Bid	02/01/2025 at 16:00 Hours
Date and Time of Technical Presentation	To be informed later
Date and Time of Opening Financial Bid	To be informed later
Bid Validity Period	180 days
Officer Inviting Bids	Md. Ejtaba Hussain Joint Secretary (Institutional Finance) to the Department of Finance, Govt. of Bihar

Disclaimer

The information contained in this request for proposal document ("RFP Document") or subsequently provided to Bidder (s), whether verbally or in documentary form or otherwise by **Department of Finance, Govt. of Bihar (Hereinafter called as "Department")** or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP Document and such other terms and conditions subject to which such information is provided.

The RFP Document is neither an agreement nor a binding offer by the department to the prospective Bidders or any other person. The purpose of this RFP Document is to provide pre-qualified interested parties with information to assist in the formulation of their Proposal pursuant to this RFP Document. This RFP Document includes statements, which reflect various assumptions and assessments arrived at by the department in relation to the Project. Such assumptions and statements do not purport to contain all the information that each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the department, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document. The assumptions, assessments, statements and information contained in this RFP Document may not be complete, accurate, adequate or correct. Each Bidder shall conduct its own investigations and analysis and shall check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP Document and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The department, its employees and advisors, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The department, its employees and advisors make no representation or warranty, express or implied, and shall have no responsibility or liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP Document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP Document and any assessment, assumption or information contained therein or deemed to form part of this RFP Document or arising in any way with evaluation of Bidders or selection of the Successful Bidder in the Bidding Process.

The department, its employees and advisors, also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder

upon the statements contained in this RFP Document.

The department may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP Document does not imply that the department is bound to select a Bidder for implementing the Project and it reserves the right to reject all or any of the Proposals/Bids or withdraw or cancel the RFP Document or annul the Bidding Process at any time without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the department or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the department, its employees and advisors, shall not be liable in any manner whatsoever for the same and for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. General Terms, Conditions & Provisions

1.1. General Instructions

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

1.2. Conflict of Interest

- 1.2.1. The Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. The interpretation of conflict of the interest in the light of definition as mentioned under the contractual law and any other law for the time being enforced made by purchaser shall be final and binding upon the parties.
- 1.2.2. In the event of disqualification, purchaser shall be entitled to forfeit and appropriate the Performance Bank Guarantee as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the purchaser and not by way of penalty for, inter alia, the time, cost and effort of the purchaser, including consideration of such Bidder’s Application (the “Damages”), without prejudice to any other right or remedy that may be available to purchaser under the agreement or otherwise.

1.3. Corrupt and Fraudulent Practices

- 1.3.1. The Purchaser will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents or, vendors

and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

1.3.2. For the purposes of this provision, the terms are set forth as follows:

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

1.4. Completeness of Response/ Compliant Proposals

1.4.1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

1.4.2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP.
- Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- Comply with all requirements as set out within this RFP.

1.5. Proposal Validity

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

- Purchasers non- responsive bid.
- 1.5.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e., EMD. A bidder granting the request shall not be required or permitted to modify its bid. The request and the responses shall be made in writing.
 - 1.5.3. If it is established that any Key Expert nominated in the Bidder's Proposal was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation.
 - 1.5.4. The Bidder cannot change resources as submitted in response to the bid, except in case of resignation, medical incapacity or death, reasons beyond the control of Bidder or for reasons to the satisfaction of the Purchaser, for the entire project period unless there is written approval of the Purchaser. For any change request of resource, the substitute has to be an individual with similar / better experience & qualifications and accepted in writing by The Purchaser.
 - 1.5.5. If the client finds that any of the personnel have 1) committed serious misconduct or have been charged with having committed a criminal action, or 2) have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Project Management Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client.

1.6. Extension of Validity Period

- 1.6.1. The Purchaser will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, The Purchaser may request, in writing, all Bidders who submitted Proposals prior to the submission deadline to extend the Proposal's validity.
- 1.6.2. If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change to the original Proposal and with the confirmation of the availability of the Key Experts.
- 1.6.3. The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

1.7. Confidentiality

- 1.7.1. From the time the Proposals are opened to the time the Contract is awarded, the Bidder should not contact The Purchaser on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Bidders

who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

- 1.7.2. Any attempt by shortlisted Bidders or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.
- 1.7.3. Notwithstanding the above provisions, from the time of the Proposals opening to the time of Contract award publication, if a Bidder wishes to contact The Purchaser on any matter related to the selection process, it should do so only in writing.

1.8. Amendment to “RFP”

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

1.9. Governing Law

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

1.10. Force Majeure

- 1.10.1. Definition of Force Majeure: “Force Majeure” shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected.

1.10.2. Force Majeure events

A Force Majeure shall include, without limitation, the following:

- war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague; earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

- If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event.

1.10.2.1. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed. The time for achieving Final Acceptance shall be extended.

1.10.2.2. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under this Clause.

1.10.2.3. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- constitute a default or breach of the Contract.
- give rise to any claim for damages or additional cost or expense occasioned by the delay or non-performance,

If, and to the extent that, such delay or non-performance is caused by the occurrence of an event of Force Majeure.

1.10.2.4. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than sixty (60) days on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either party may terminate the Contract by giving a notice to the other.

1.10.2.5. In the event of termination, the cessation of rights and obligations of the Purchaser and the Supplier shall be as specified in the clause titled Termination.

1.10.2.6. Notwithstanding Clause 1.10.2.4., Force Majeure shall not apply to any obligation of the Purchaser to make payments to the Supplier under this Contract.

2. Introduction:

The Government of Bihar is committed to fostering inclusive growth and sustainable development across the state, aligning with national and global goals. Corporate Social Responsibility (CSR) has emerged as a pivotal driver for socio-economic transformation, providing a structured mechanism for corporate entities to contribute toward public welfare initiatives. Recognizing the need for efficient collaboration and monitoring of CSR activities, the Finance Department, Government of Bihar, proposes the development of a dedicated State CSR Portal.

This portal aims to serve as a centralized digital platform that connects corporate entities, implementing agencies, and state departments to facilitate seamless coordination, transparency, and impact-driven CSR initiatives. It will enable effective identification of developmental needs, project planning, and implementation, aligning corporate investments with the state's priority sectors such as education, healthcare, skill development, rural infrastructure, and environmental sustainability.

The CSR Portal will provide features for project proposal submissions, approvals, real-time monitoring, impact assessment, and reporting. It will also ensure compliance with statutory guidelines, promoting accountability and fostering trust among stakeholders.

3. Objectives:

CSR web portal aims to create a one stop virtual shop for all CSR related needs of stakeholders both corporates and their implementing partners. It will be delivered through various virtual tools like Dashboard of corporates and NGOs, CSR news & updates, Webinar, CSR Helpdesk, MIS etc.

- **Centralized Data Repository:** Create a unified platform to capture, store, and manage CSR-related activities, projects, and fund utilization data in Bihar.
- **Facilitate CSR Fund Allocation:** Enable seamless mapping of CSR funds to priority sectors, developmental needs, and aspirational districts/ blocks as per state requirements.
- **Enhanced Transparency and Accountability:** Provide real-time visibility into CSR contributions, project status, and impact metrics to stakeholders, government, industries, and citizens.
- **Monitoring and Evaluation (M&E):** Facilitate regular monitoring and evaluation of CSR projects through progress tracking, performance dashboards, and reporting mechanisms.
- **Simplified Compliance and Reporting:** Provide industries with an easy-to-use platform to submit CSR reports, track compliance, and adhere to statutory regulations.
- **Strengthen Public-Private Partnerships (PPP):** Foster partnerships between the government and corporates for large-scale developmental projects leveraging CSR funds.

- **Impact Visualization:** Showcase the social impact of CSR projects through infographics, case studies, and success stories on the portal.
- **Accessible and User-Friendly Platform:** Ensure the portal is multilingual, and user-friendly for a wide range of users, including corporates, NGOs, and citizens.

These objectives can ensure the portal not only serves as a regulatory and reporting mechanism but also as a tool for fostering sustainable and inclusive development in Bihar.

4. **Scope of Work:**

The CSR Portal will act as an enabling infrastructure to bridge this gap. The portal shall help in improving CSR companies' access to skilled and trained implementation partners, skilled CSR workforce and technology by bringing together these service providers from the larger ecosystem onto a single platform. The platform is expected to scale up to cater to wider demand from corporates offer creating a 'virtual marketplace' for attracting suitable implementing partners as well as skilled CSR human resources. Portal should be designed to keep in mind "simplicity of access", be language neutral and should enable social media integration. It enables the Monitoring and Implementation of the CSR law by the monitoring committee of CSR across all program components and stakeholders. Below is the detailed scope of work:

1. **Requirement Gathering and Analysis**

- Conduct stakeholder consultations with the Department of Industries, corporates, and NGOs to understand functional and technical requirements.
- Identify features to support CSR policy compliance, project management, reporting, and collaboration.
- Prepare SRS and FRS document detailing the requirements, workflows, data structures, and user roles.

2. **Design and Development**

2.1. **Portal Design**

- Develop a user-friendly, responsive design with multi-device compatibility (desktop, mobile, tablet).
- Create mockups, wireframes, and prototypes for approval from the Department of Industries.
- Incorporate multi-language support (**English and Hindi**) for better accessibility.

2.2. **Module and Dashboard Design**

- **Registration Module**

Features:

- Registration and authentication for companies, NGOs, and government officials.

- Role-based access control (Admin, Corporate, NGO, Beneficiary, Reviewer).
- Password management and multi-factor authentication for enhanced security.

Dashboard:

- Total registered users by type (Corporates, NGOs, Beneficiaries, Govt. Officials).
- User activity logs (last login, profile updates).
- Approval/rejection status of user registrations.

- **CSR Project Management Module**

Features:

- Addition of projects by implementing agency/NGOs/Department
- Submission of new CSR project proposals by companies.
- Tagging of project to Donar agency
- Coverage of all steps for CRS project approval by the department (As per the approval mechanism of department) and role-based access to respective users of department at multiple levels
- Signing of MoUs by both the parties and uploading in data repository section
- Update of status of each project by the respective users/ agencies
- Project categorization by focus area (Education, Health, Environment, etc.).
- Real-time status tracking of project approval, funding, and implementation.

Dashboard:

- Projects directory tab (shelf of project)
- Total projects (approved, ongoing, completed).
- CSR spending by sector and company.
- Geographical project distribution (interactive map).
- Upcoming deadlines for project milestones.

- **Beneficiary Management Module**

Features:

- Registration and profiling of eligible beneficiaries (NGOs, SHGs, individuals).
- Search and filter functionality to match beneficiaries with relevant CSR projects.
- Status updates on funding applications and disbursements.

Dashboard:

- Number of registered beneficiaries by category (NGOs, SHGs, others).
- Beneficiary applications (approved, pending, rejected).
- Disbursed funds and pending approvals.

- **Compliance and Reporting Module**

Features:

- Automated tracking of CSR expenditure against compliance requirements.

- Reporting tools for companies to upload Annual CSR Reports (aligned with MCA requirements).
- Alerts for non-compliance or overdue submissions.

Dashboard:

- Total CSR expenditure vs. mandatory expenditure.
- Non-compliant companies (alerts for overdue reports).
- Status of CSR reports (submitted, pending, rejected).

- **Project Impact Assessment Module**

Features:

- Integration of key performance indicators (KPIs) for project impact evaluation.
- Tools for uploading progress reports and visual documentation.
- Feedback and reviews from beneficiaries and stakeholders.

Dashboard:

- Project outcomes (beneficiaries impacted, target metrics achieved).
- Comparative analysis of project impact by sector and geography.
- User-generated feedback and ratings for projects.

- **Geotagging and Mapping Module**

Features:

- Geotagging CSR projects for location-based visualization.
- Real-time project tracking through an interactive GIS map.
- Identification of priority areas for CSR investment.

Dashboard:

- Interactive map showing project locations and status.
- Filters for focus areas, funding levels, and project progress.
- CSR activity density across Bihar districts.

- **Financial Management Module**

Features:

- Monitoring and tracking of CSR fund allocations and utilization.
- Online payment gateway integration for fund disbursement to Implementing Agency.
- Auditable trail of transactions for transparency.

Dashboard:

- Total funds allocated vs. utilized by companies.
- Fund utilization by project and sector.
- Pending disbursements and unutilized funds.

- **Knowledge/ Document Repository Module**
 - Repository of CSR policies, guidelines, and legal frameworks.
 - Database of best practices, success stories, and FAQs.
 - Downloadable resources for companies and NGOs.
 - Directory of implementation agencies
 - Database of Project DPRs/MOUs/EOIs/Agreement Copy/Status Report
 - Any other documents to be required to issue in public domain.
- **Notifications and Alerts Module**
 - Automated notifications for project deadlines, approvals, and compliance updates.
 - Customizable alerts for users (SMS, email, web notifications).
- **Data Analytics and Reporting Module**

Features:

 - Real-time analytics on CSR spending, project distribution, and impact metrics.
 - Customizable reporting templates for companies and government officials.
 - Integration of AI tools for predictive analytics and trend identification.

Dashboard:

 - CSR spending trends over time.
 - Sector-wise and company-wise analysis of CSR activities.
 - Predictive insights for CSR planning in underserved areas.
- **Integration and API Management Module**

Features:

 - API integration with MCA21 for CSR data verification.
 - Data exchange with government platforms like NGO-DARPAN.
 - Secure APIs for third-party applications.
- **Feedback and Grievance Redressal Module**

Features:

 - Feedback forms for project beneficiaries and stakeholders.
 - Grievance submission and resolution tracking.
 - Escalation matrix for unresolved issues.

Dashboard:

 - Total grievances received and resolved.
 - Feedback ratings for projects and services.
 - Average resolution time for grievances.
- **Admin Management Module**

Features:

- Centralized control panel for managing users, projects, and data.
- Audit trail for all portal activities.
- Backup and recovery tools for data protection.

Dashboard:

- System health and uptime metrics.
- Activity logs for user and system actions.
- Backup and data recovery status.

- **Other tabs/ modules**

- State Profiling section (Creation/ updation/ visualization effect etc.)
- About CSR Community (Creation/ updation/ visualization effect etc.)
- Tenders Sections (Creation latest tenders/ updation of corrigendum/ Archive tenders etc.) including Integration with government e-procurement portals.
- Beneficiary engagement section (List and details of beneficiary with enquiry option where one can connect with other)
- Event and Media management section (Creation/ updation/ visualization effect etc.)
 - Photo / video / brochure and other media gallery
 - Past events and their details
 - Upcoming events and their registration/ appointment/ booking through portal.

3. Testing and Quality Assurance

- Consultant shall submit a detailed acceptance test plan for acceptance testing of the system to verify the compliance of the implementation.
- In addition to test plan, suppliers shall provide items required to carry out the test, which includes, but not restricted to test cases, test data and scripts. Also, should provide details of carrying out Load test, Endurance test and Stress test.
- Conduct system, security, and user acceptance testing (UAT).
- Validate compliance with state and national data protection norms.
- Obtain quality control certification for security and reliability.

4. Knowledge Management

- Develop user manuals and training materials for stakeholders.
- CSR Events and their registration links
- Update Achievements/Success Story
- Consultant shall provide training to Government nominated personnel (groups) to equip them with the ability to configure, operate and the system.
- The medium of instruction and training documents shall be in English and Hindi.
- Training will be provided through physical mode

5. Implementation and Go-Live

- Deploy the CSR portal at state data center or Department's infrastructure or suggested by department.
- Provide migration support for existing CSR data.
- Ensure a smooth transition to live operations.

6. Maintenance and Technical Support (Initially for 2 Years)

- Post-deployment support, including bug fixes, updates, and enhancements.
- Monitor portal performance and provide timely updates.
- Effective Grievance Redressal Mechanism

7. Sustainability and Scalability

- Propose a roadmap for scaling the portal to include future enhancements like AI-powered impact analysis, block chain for transparency, etc.
- Ensure the system can manage increasing user load and data volume efficiently.

8. Deliverables and Payment Schedule

SN	Deliverables	Timeline (M)	Payment Terms
1.	Acceptance and Approval of SRS and FRS	T+1M	10%
2.	Acceptance and Approval of Project Roadmap/ Blueprint	T+1M	05%
3.	Approved Wireframes and Prototypes	T+2M	10%
4.	Completion of Testing (Testing Report) and Security Certifications	T+3M	10%
5.	Training Manuals and User Guides	T+3M	05%
6.	Go-Live	T+3M	55%
7.	Handover of the Software/Applications	T+24M	05%
	Total Development Cost (1+2+3+4+5+6+7)		100%
8.	Quarterly Progress and Maintenance Reports	Every Quarter after Go-Live	Equal Quarterly payment of O&M on submission of QPR

Note: 5% payment of total development cost will be paid to bidder on handover of software and related applications installed by bidder with original software documents with warrantee on completion of the project duration (including extended period).

5. Duration of the Assignment

The duration of assignment will be 24 months from the date of signing of contract agreement which will be reviewed on completion of 24 months project duration. Notwithstanding anything contained herein above, Purchaser reserves the right to extend this assignment for further period

of 2 years on satisfactory performance of the consultant.

Further, Purchaser reserve the right to discontinue the services of the consultant if it is found that performance of the consultant is not satisfactory after giving written show cause notice and opportunity to being heard.

6. Penalty & Liquidity Damage

6.1 Penalty for Default in Services:

6.1.1. Service Levels:

The selected consultant must comply with the Service Level Agreements (SLAs) compliance submitted by him. The SLAs are designed to ensure high-quality and timely delivery of services/products.

6.1.2. Measurement of Performance:

Performance will be measured periodically (e.g., daily, weekly, monthly) against the agreed SLAs. Non-compliance with these metrics will result in penalties as detailed below.

6.1.3. Penalty for SLA Non-Compliance:

In the event of failure to meet the agreed service levels, penalties will be applied as follows:

SLA Parameter	Minimum Requirement	Penalty for Non-Compliance
Uptime	99.5 % per month	1% of the quarterly invoice per 0.1% deviation below 99.9%
Response Time	Within 4 hours	Rs. 1000 per hour delay
Resolution Time	Within 24 hours	Rs. 1000 per hour delay
Delivery Timelines	As per agreed schedule	Rs. 1000 per hour delay
Quality Compliance	100% Adherence	Rs. 3000 per instance of deviation

6.1.4. Maximum Penalty Cap:

The total penalties for SLA breaches in any given quarter shall not exceed [5%] of the quarterly invoice amount. If penalties exceed this cap for three consecutive quarter, the Purchaser reserves the right to terminate the contract.

6.1.5. Exemptions:

Penalties will not apply for SLA breaches caused by:

- Force majeure events as defined in this RFP.
- Delays caused by the Purchaser or its agents.

- Downtime due to scheduled maintenance (with prior approval).

6.1.6. Reporting and Dispute Resolution:

The consultant shall provide periodic SLA compliance reports as specified. Any disputes regarding SLA breaches and penalties will be resolved with mutual discussion with purchaser.

6.2 Penalty for Liquidity Damage:

6.2.1. Notwithstanding Authority 's right to cancel the order, liquidated damages for delay in completion of milestones and associated deliverables at 0.25% of the contract price per week as part thereof of the unperformed services (other than portal installation/ operationalization) subject to maximum of 5% of the contract price.

6.2.2. The Authority reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Authority to the Consultant. Any such recovery or liquidated damages shall not in any way relieve the Consultant from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.

6.2.3. The concerned Authority reserves the right to cancel the Work Order at any time by assigning appropriate reasons and recover expenditure incurred by the concerned State Government in addition to recovery of liquidated damages (LD) in terms of the contract, in the event of Serious discrepancies noted in the inspection.

6.2.4. Authority shall without prejudice to its other rights and remedies under and in accordance with the terms of RFP levy liquidated damages from payments due to the Consultant. Inability of the Consultant to provide requirements as per scope or to meet the timelines as specified would attract liquidated damages.

The Authority reserves the right to adjust the penalty and Liquidity damages if any, against any amount payable to the Consultant or PBG.

7. Labor Law Compliance

The bidder shall ensure full compliance with all applicable labor laws, regulations, and statutory requirements, including payment of wages, benefits, and workplace safety standards.

8. Technical Requirements

- Consultant shall provide details of Web server and proposed operating system, databases, all software (applications, OS, 3rd party software and modules, etc.)
- Consultant shall ensure all proposed licenses for software shall not be tied to any particular location or address.
- Consultant shall propose and supply additional firewall (if required) to adequately

protect the system from vulnerabilities.

- Consultant shall provide a Service Level Agreement (SLA) detailing the system performance as experienced by internal and external users.
- The complete data will reside in a database at government designated server or on an approved cloud infrastructure as may be decided by the government.
- The production system should be architected in Power BI, Java, Spring Boot, Angular and other technology as required.

9. General Requirements

- Consultants are requested to respond to all requirements as mentioned above and indicate in a table of compliance their ability to provide a solution for the same.
- Consultant shall supply the source code of the application system upon commissioning of the System.
- Consultant shall supply original license with warranty paper related to Software and other applicable software installed

10. System Performance Availability & Reliability

- The system shall be available 24x7, except during the allowed batch window and scheduled downtime. Consultant shall specify the duration of batch window.
- Outside the operations hours specified, the system should function in an unattended mode.
- The system architecture shall be done considering requests during the peak period in order to serve concurrent users and high volume of filings.
- The average response time shall not exceed 10 seconds to complete a query/update using a 100MBbps broadband connection as a baseline.
- System should provide automatic recovery and restart facilities to ensure minimum downtime.
- The system should be scalable (horizontal and vertical).
- In the event of transaction failure, the data shall be rollback to the beginning of the failed transaction automatically and dynamically.
- Every component of the software should be fully tested prior to implementation to ensure maximum reliability of the whole solution.

- **User Load:**

The system must support the following user load scenarios:

- Concurrent Users: 200-300 number of users accessing the system simultaneously.
- Peak Load: 700-800 number of concurrent users during busy periods.
- Average Load: 400-500 number of users accessing the system during normal operation.

Further, Bidder will keep scalability option in software for user load on need basis.

- **Documentation Management**

- In case of scanning of the documents it shall support the following technical specification:-

S.N.	Document Type	Color/DPI
1	Regular text	100 dpi B/W
2	Text with images	300 dpi Grey Scale
3	Damaged documents	600 dpi B/W
4	Documents with Photograph	600 dpi Color

- The software should support uploading a wide range of file formats under the Knowledge/Document Repository Module, ensuring flexibility and compatibility with commonly used document types. The supported formats include, but are not limited to:
 - **Documents:** PDF, Word (DOC/DOCX), Excel (XLS/XLSX), PowerPoint (PPT/PPTX), and text files (TXT).
 - **Images:** JPG, JPEG, PNG, BMP, and GIF.
 - **Other Formats:** Any additional formats required by the project, such as XML, CSV, or specialized file types, must be configurable and supported as per user needs.

The module must:

- **Ensure Compatibility:** Allow seamless upload and access of the supported formats without requiring external plugins.
- **Support Bulk Upload:** Enable uploading multiple files simultaneously, maintaining format integrity.
- **Preview Capability:** Provide an in-app preview feature for supported formats like PDF, Word, Excel, and images without downloading.
- **Format Extensibility:** Offer a mechanism to add support for new formats as per evolving requirements.

11. **Change Request**

Any changes till SRS sign-off phase, (e.g. new functionalities, improvement in execution time, performance tuning etc.) and which were not there in base line i.e. FRS will not qualify as change request. The bidder will implement such changes in the solution required at no additional cost to the client.

Any Configuration, performance tuning, mitigation of security observation during annual/periodical audits, changes required to accommodate patches, upgrades etc. which are required for the operation of the project shall not qualify as change request.

The functional requirements given in this RFP are indicative only and not exhaustive in any manner and/or kind and/or form. The bidder by responding is deemed to have understood and agreed that the requirements are subject to change at sole discretion of the client and will be finalized during various stages and will be frozen after Software Requirement Specification sign-off phase.

Since, a competent support team is deployed during Operation & Maintenance phase, any Change Request with a total of 50 man-days of effort in a year will not be a costed Change Request. Any Change Request which exceeds the said limit in a year may be considered for a Change Request subject to mutually agreeable terms.

12. Operational Requirements

- Consultant shall provide a system having high availability.
- System availability shall not be less than 99.95% for any month during the hours of operation.
- If whole or part of the hardware and/or software becomes inaccessible the system is considered to be inoperable.
- Maintenance procedures such as health monitoring, DB backup, download and scheduling shall be done only during off-peak hours.
- Provision for Support to hardware supplier for hardware related support and services: As per Authority/ State Data Center Policy

13. System Security and Control

- Consultant shall ensure the system design complies with latest ISO standards.
- Consultant shall describe in detail all security and control features.
- Consultant must avoid unnecessary disclosure of system configuration information that could be useful to attackers by:
 - Designing the solution runs on latest technologies supported with recent patches.
 - Suppressing, the server field in http headers that identifies the web server's brand and version.
 - Use Secure HTTPS methods [Disable insecure methods: TRACE, Option, Delete, Put]
 - Ensuring that directories of files on the web server are not indexable as this can reveal the presence of files not intended to be publicly accessible.
 - Ensuring that the source code of server-side executable and scripts cannot be viewed via a web browser.
 - Must review the source of HTML, JavaScript and other client-side scripting languages to ensure that these do not contain unnecessary information such as developer's names, disabled functionality, 3rd party tools in use, etc.
- The system must operate at a high level of operational security to achieve the following basic objectives:
 - The system must have a Role-based Access Control functionality to enable

assigning of user privileges based on Roles and Responsibilities and restrict access to system functionalities, data as well as reports based on least privilege.

- System will allow the following role-based access to the authorized users:
 - Administrative User such as State Departments
 - District Level User
 - NGO
 - Corporates
 - Individuals
- System must enforce use of passwords as minimum access control
- System must enforce password complexity i.e. minimum of 8 alphanumeric characters
- System must enforce users to change passwords on a specified interval
- The system shall have up-to-date CAPTCHA program as a remedy to stop spam and
- other intrusions wherever required.
- System must have back up and restoration facility
- The system must implement encryption technology to protect data in transit as well as storage.
- System must have the feature to maintain the history log/ audit trails of CSR assignments and its various life cycle changes in configurable manner.
- The system should provide tamper-proof audit trails and logs for administrator or users to check for the actions committed by users. The audit trails shall consist of following details but not limited to:
 - Login and logout
 - Attempts to access unauthorized resources
 - User profile changes
 - Past audit events.
 - Track all actions performed on documents attached/uploaded
 - The system should have provision to capture / upload Geo-tagged photograph of project sites to track the project locations.

14. Documentation

- Consultant shall ensure that proper documentation of new system configurations, changes made and reasons or rationale for change are recorded for traceability.
- All documentation shall be in good, simple and concise English using accepted technical terms and symbols. Where necessary, graphical representation (instead of textual) shall be used (e.g. flow chart). All such documents shall have comprehensive indexes to facilitate quick references. For maintainability, all documentation shall be converted to the latest version of the documentation tool used.
- All documentation provided shall be of the same version of the software proposed. Consultant shall provide any revised editions, supplementary materials or new

publication relevant to the System and documentation on enhancements at no cost.

- All documents produced by consultant in fulfilling this Contract, shall become the property of the government. The government reserves the right to reproduce, at no cost whatsoever, any documentation supplied with the System for its own use. Prior approval must be obtained from the government for any reproduction and distribution of documents produced by consultant in fulfilling this Contract.
- Consultant shall be responsible for the provision of adequate and suitable documentation in respect of the System. All documentation shall be completed and delivered.

15. Project Management

- Consultant shall provide a detailed project structure clearly specifying the methodology, timeline and approach that would be employed. Consultant shall take into consideration the deadlines set by Government.
- Consultant shall submit a detailed project structure stating the duties and responsibilities of all the personnel assigned to the project. Consultant shall also provide a detailed resume for each of these personnel.
- The proposed team shall have experience in technologies, business management, services and products proposed in the solution.
- Consultant shall appoint one Project Manager who will be responsible for monitoring the overall deployment of the system and will serve as the single point of contact with Government. The project manager shall possess relevant experience, attitude and skill sets to ensure successful project completion.
- The Project Management Plan shall include activities to be carried out by the Government as well as all other people whose actions are required. The Project Management Plan shall include a diagram depicting the reporting structure and the key personnel who shall be involved in the project. It shall specify clearly the roles and responsibilities of all personnel assigned by consultant to the project.

16. System Warranty

- Starting from first day of live operations and as a part of contract, the selected consultant shall provide 12 months of full warranty at no additional cost covering but not limited to:
 - System software
 - Application software
 - Relevant documentation
- During the System Warranty Period, Consultant at all times and under all conditions be entirely responsible for the satisfactory operation of the system, and for the compliance of any additional requirements as may be mutually agreed upon between Government and Consultant at no cost to the Government.
- In the event that any of the Software is found to be defective within the System

Warranty Period, Consultant shall use its best effort to rectify the defects. Consultant shall not be relieved of his obligations stated herein until Government is satisfied that the repaired System performs satisfactorily.

- During the System Warranty Period, Consultant shall provide all assistance to assure smooth running and availability of the system.

17. **Evaluation Criteria:**

Method of Selection: Least Cost Selection (LCS) method

Pre-Qualification (PQ) Eligibility Criteria

SN	Basic Requirement	Specific Requirement	Supporting Evidence
1.	Legal Entity	The Bidder must be a company in India, registered under the Companies Act 1956/ 2013. The Bidder should have existence of at least 10 years.	Copy of certificate of Incorporation
2.	Financial Turnover	Bidder should have average annual turnover of Rs. 25 Crore or more for the last 3 financial years (2021-22, 2022-23 and 2023-24).	Audited Financial Statements
3.	Net worth	Bidder should have Average 5 crore or more positive net worth of during last 3 financial years (2021-22, 2022-23 and 2023-24).	Net Worth Certificate on Company Letter Head
4.	Technical Capacity	Bidder should have experience of successful completion of at least 1 consulting projects in PSU/ Government Departments across India with a value of 5 cr. or above during last 7 years	Copy of Work Order/ Allotment Letter/ Work Completion Certificate
5.	Technical Capacity	Bidder should have experience of at least 1 project/ assignment at PSU/ Government Departments across India related to IT implementation / integration/ providing of Software with a value of 2 cr. or above during last 7 years. Note: Projects provide in above category shall not be count here.	Copy of Work Order/ Allotment Letter/ Work Completion Certificate
6.	Tax Registrations	Bidder should have valid documentary proof of PAN and GST Registration, PF registration number.	Copy of registration certificates
7.	Undertaking	The bidder should not have been blacklisted by any state/Central Government Department or Central / State PSUs as on bid submission date.	Self-Attested undertaking onbidders Letter Head

8.	Presence in Bihar	Bidders should have operational office or Project Office in Bihar or Declaration to Open Project Office in Bihar within 15 Days of allotment of work order.	Copy of evidence & Declaration
9.	Manpower	Bidders should have at least 300 employees on its payroll as on the date of bid submission.	Self-Attested/ HR undertaking on bidders Letter Head
10	Accreditations	Bidders should have following accreditations: ISO 9001:2015 CMMI Level 3	Copy of ISO and CMMI Certificates
11	EMD (Refundable)	Bidders shall submit the EMD in through online mode with a value of Rs. 5 Lakh For Online/ NEFT/ RTGS/ BG: A/c No.: A/c holder: Bank Name: Branch Name: IFSC Code:	Submit the EMD in through online mode with a value of Rs. 5 Lakh

Technical Qualification (TQ) Marking Criteria

SN	Evaluation Criteria	Marking Pattern	Max. Marks
1.	Financial Capability		
	Turnover of the Bidder Average Annual Turnover of the bidder should be more than 25 Crore in the FY 2021-22, 2022-23 and 2023-24	a) Up to 25 Crores- 0 Marks b) More than 25 but up to 50 Cr- 5 Marks c) More than 50 but up to 100 Cr- 8 Marks d) More than 100 Crore - 10 Marks	10 Marks
2.	Technical Capability		
	Bidder should have experience of successful completion of at least 1 consulting projects in PSU/ Government Departments across India with a value of 5 cr. or above during last 7 years	a) 1 project- 0 Marks b) 2 Projects- 5 Marks c) 3 Projects - 10 Marks	10 Marks
	Bidder should have experience of at least 1 project/ assignment at PSU/ Government Departments	a) 1 Project- 0 Marks b) 2 Projects - 3 Marks a) 3 Projects - 5 Marks	10 Marks

	across India related to IT implementation / integration/ providing of Software with a value of 2 cr. or above during last 7 years. Note: Projects provide in above category shall not be count here.	b) 4 Projects - 7 Marks c) 5 Projects - 10 Marks	
	Bidder should have experience at PSU/ Government Departments in Bihar related to IT implementation / integration/ providing of Software with a value of 2 cr. or above during last 7 years. Note: Projects provide in any of the above category shall not be count here.	1 project- 10 Marks	10 Marks
3.	Approach & Methodology		
	Demonstrate firm's capability in respect of this assignment	Bidders shall Submit a presentation covering the below mentioned parameters: a) Detailed Approach and Methodology at the time of submission of proposal a. Understanding of ToR – 3 Marks b. Technical Approach & Methodology – 10 Marks c. Work Plan and Staffing Schedule – 2 Marks b) Technical Presentation at later stage before the evaluation committee – 30 Marks	45 Marks
4.	CV of Project Manager		
	General experience such as academic qualification and the number of years of experience: • M. Tech / M.E. with 7 years' experience – Mandatory Condition Project related overall experience in managing design, development		10 Marks

	and implementation of IT systems <ul style="list-style-type: none"> Up to 1 Project- 05 Marks More than 1 but up to 3 Projects – 08 Marks More than 3 Projects- 10 Marks 	
5.	Manpower Strength (On roll)	
	<ul style="list-style-type: none"> 300 Employees - 0 Marks More than 300 Employees up to 500 Employees – 1 Marks More than 500 Employees - 2 Marks <p>3 marks additionally if >100 Employees (On roll) in the field of IT</p> <p>Supporting: Attach declaration on company letterhead signed by the authorized signatory/ Company HR</p>	5 Marks
Total Marks		100 Marks

Evaluation of Technical Proposal:

- Bidder who fulfills the Pre-Qualification (PQ) Eligibility Criteria would be eligible for the Technical Qualification (TQ) Marking Criteria
- In order to qualify technically, bidders must secure minimum technical score of 70 in order for them to move to financial evaluation round i.e. Only technically qualified Proposals (70% & above) shall be considered for Financial Bid Opening

Evaluation of Financial Proposal:

The Lowest Cost Selection (LCS) method will be employed, whereby the Purchaser will select the bidder with the lowest financial proposal, provided their technical proposal meets the required qualification criteria.

18. Team Details:

Development Team

SN	Position	Qualification & Experience	Nos.
1	Project Manager	Masters in Computer Science, Information Technology, or related fields with 7 years' experience	1
2	Business Analyst	Bachelor's or Master's in Business Administration, Computer Science, or related fields with 5 years' experience	1
3	Technical Architect	Bachelor's or Master's in Computer Science, Information Technology, or related fields with 5 years' experience	1
4	Quality	Bachelors in Computer Science, Software Engineering, or	1

	Assurance (QA) Engineer	related fields with 3 years' experience	
5	Content Specialist	Bachelor's or Master's in Communications, Journalism, or related fields with 3 years' experience	1
7	Software Developers	Bachelors in Computer Science, Software Engineering, or a related field with 2 years' experience	As per need

O&M Team (For 2 Years)

SN	Position	Qualification & Experience	Nos.
1	Training & Support Team	Bachelors in IT, Computer Science, or related field with 5 years' experience	2

Note:

- Only the CV of the Project Manager needs to be provided.
- O&M Team will sit at Finance Department office on full time basis.
- Manpower proposed is only minimum resources required. Bidder to propose additional manpower as per requirement.
- Project Manager will sit in the Finance Department office and rest Portal Development Team will be in-house team of consultant and seat at consultant office and visit to Finance Department on intermittent basis for need assessment and reporting purposes.
- If any team member discontinues their services, the Consultant shall ensure a replacement is provided with personnel of equal or higher qualifications and experience. This requirement shall also apply in the event of a team member's resignation or departure from the Agency.

Additionally, the Purchaser reserves the right to request the replacement of any team member based on their performance or other valid reasons. The replacement must be made promptly and must consist of personnel with equal or superior qualifications and experience to ensure continuity and quality of service delivery.

19. Preparation & Submission of the Proposal

- Bidders should submit their responses as per the formats given in this RFP which is to be uploaded on the website <https://eproc2.Bihar.gov.in>
- Please note that prices should not be indicated in the technical proposal but should only be indicated in the financial proposal.
- The submission of bid is to be made through <https://eproc2.Bihar.gov.in>.
- All the pages of the Proposal must be sequentially numbered and must contain a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initiated by the authorized signatory of the Bidder.
- The proposal must be submitted exclusively through the online platform.

19.1. Pre-bid Conference

- a. Purchaser shall hold a pre-bid meeting with the prospective Bidders as per information given in the Fact Sheet above.
- b. The Bidders will have to ensure that their queries for pre-bid meeting should reach the point of contact (Nodal Officer) through email only as mentioned in the fact sheet above.
- c. The e-mail should necessarily have subject as per the following nomenclature:
“Pre-bid Query”
- d. The queries should necessarily be submitted in the following format in both PDF and Editable MS-Word/ Excel File Format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1.			
2.			

- e. Purchaser shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarification post the indicated date and time may not be entertained by the Purchaser.

19.1.1. Pre-bid Queries and Corrigendum

- a. The Nodal Officer notified by the Purchaser will endeavor to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the <https://eproc2.bihar.gov.in/> and emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

19.2. Right to Terminate the Process

- 19.2.1. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- 19.2.2. This RFP does not constitute an offer by the Purchaser. The Bidder's participation

in this process may result in the Purchaser selecting the Bidder to engage in the execution of the subsequent contract.

19.3. RFP document fees

- 19.3.1. The Bidder will download the RFP document(s) from the website <https://eproc2.bihar.gov.in/>. The RFP document fee must be submitted through online mode i.e. payable online through e- payment mode i.e. NEFT/ RTGC/ Credit Card on the following website <https://eproc2.bihar.gov.in/>.

19.4. Earnest Money Deposit (EMD)

- 19.4.1. Bidders shall submit an EMD with the proposal.
- 19.4.2. EMD of all unsuccessful Bidders would be refunded by the Purchaser within 2 months of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee.
- 19.4.3. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- 19.4.4. Proposals not accompanying the EMD or containing EMD with infirmity (i.e.) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- 19.4.5. The EMD may be forfeited in the event of:
- A Bidder withdraws its bid during the period of bid validity.
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP.
 - The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP.
 - A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

19.5. Performance Bank Guarantee

- 19.5.1. Within 21 days from the date of Letter of Invitation (LOI) from The Purchaser, the successful Bidder shall furnish the Performance Bank Guarantee (PBG) at the rate of 5% of total contract value by online mode only. The Performance Bank Guarantee shall be for valid for a period of 36 months and has to be extended accordingly for extension of project, if any.
- 19.5.2. Refund of PBG: The PBG shall be refunded within six months from the date of successful completion of the assignment.
- 19.5.3. Forfeiture of PBG: PBG shall be forfeited in the following cases:
- When any terms and condition of the contract is breached.
 - When the selected Bidder fails to commence the services or fails to provide

deliverables after partially executing the purchase/work order

- The Resources must follow the working hours, working days and Holidays of Government of Bihar. However, resources shall be available on a holiday if so, is required by The Purchaser. No extra payments will be made for working on extended hours/Saturdays/Sundays/Holidays/Holidays to meet the committed/required time schedules.

19.5.4. Format of Performance Bank Guarantee (PBG) and Agreement: These will be shared at the time of issuance of LOI.

19.6. Proposal Preparation

- 19.6.1. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
- 19.6.2. Purchaser will in no event be responsible for or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 19.6.3. Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder's Proposal.
- 19.6.4. The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

19.7. Venue & Deadline for Submission of Proposal

- 19.7.1. Proposals, in their complete form in all respects as specified in the RFP, must be submitted online before the end time.
- 19.7.2. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and should be returned unopened.
- 19.7.3. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 19.7.4. The Purchaser reserves the right to modify and amend any of the above-stipulated conditions/criteria depending upon project priorities vis-à-vis urgent commitments.

19.8. Visibility, Format and Numbering of the uploaded document

- 19.8.1. The bidder shall ensure that the document uploaded on the e-procurement portal is clearly visible and downloadable.
- 19.8.2. The bidder shall ensure that the documents uploaded are correctly numbered so that any specific document can be easily and quickly found using the appropriate serial/page no. All documents shall only be uploaded in the formats mentioned here: PDF, MS Office, Compatibility Mode, and JPEG Format. The unsuccessful opening or download ability of documents which are uploaded in any format other than those mentioned above shall not be entitled for any claim whatsoever.
- 19.8.3. No claims shall be entertained owing to issues of internet connectivity. The bidders are advised to upload the bid online well in advance of the deadline to avoid difficulties.

19.9. Opening of proposal

The technical proposal will be opened for evaluation in the Finance Department office, Patna. The authorized representatives of the bidder (Applicants) may choose to attend the technical proposal opening. The authorized representatives must carry authorization letter if they wish to attend the bid opening. The evaluation of the technical proposal will be held subsequently in the house.

The Applicants who qualify as per technical evaluation would be intimated in the due course. The financial proposals of the Applicants who qualify as per technical evaluation will be opened in the Finance Department office. The authorized representatives of the firms (Applicants) may choose to attend the financial proposal opening with authorization letter from their firms.

SCHEDULES

Appendices: APPENDIX-I

TECHNICAL PROPOSAL

Form-1: Letter of Proposal

(On Applicant's letter head) (Date and Reference)

To,

.....

.....

Sub: Request for Proposal Department of Finance, Bihar invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for Request for Proposal Department of Finance, Bihar (the "**Agency**") invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar. The proposal is unconditional and unqualified.

- a) This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
- b) I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- c) I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- d) I/We agree to keep this offer valid for 180 (One Hundred Eighty Days) days from the PDD specified in the RFP.
- e) In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

Form-2 : Particulars of the Applicant

FORM TECH-2A: Agency's Organization

[Provide here a brief (two pages) description of the background and organization of the Agency/Agencies for this assignment, with following summary sheet]

Name of the Agency/Agencies	
Registered Office Address of Agency	
Address of office in State	
CIN	
PAN	
GST No.	
PF Registration No.	
Year of Formation	
Annual Turnover in last three years (₹ in Lakhs) FY 2021-22 FY 2022-23 FY 2023-24 Average Annual Turnover for above three Financial Years:	
Net Worth in last three years (₹ in Lakhs) As on 31.03.2022 As on 31.03.2023 As on 31.03.2024	

FORM TECH-2A: Agency's Experience Summary

SN	Client Name	Project Name	Value of Project	Period of Project
Category 1				
Category 2				
Category 3				

FORM TECH-2B: Agency's Experience

[The following information should be provided in the format below for each reference assignment for which your agencies, either individually as a corporate entity is legally contracted by the Employer stated below.]

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Agencies/Entity(profiles):
Name of Client:		No of Staff:
Address:		No of Staff-Months; Duration of Assignment:
Start date (month/ year) :	Completion date (month/ year) :	Approx. Value of Services (in INR):
Name of Associated Company/Agencies, If Any:		No of Months of Professional Staff Provided by Associated Company/Agencies:
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:		
Relevancy to the RFP Scope:		

*(Work order/LOA/ Certificate from Employer regarding experience should be furnished) Use separate sheet for each Eligible Project.

Agencies Name:

Signature of Authorized Representative:

Form TECH-3: COMMENTS AND SUGGESTIONS ON TOR

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

- 1.
- 2.

B – On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client such as: administrative support, office space, local transportation, equipment, data, etc.]

- 1.
- 2.

Form-4

Power of Attorney (To be submitted if proposal is not signed by the director)

Know all men by these presents, We,..... (name of agency and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. son/daughter/wife and presently residing at....., who is presently employed with/ retained by us and holding the position of 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 Proposal for and **Request for Proposal Department of Finance, Bihar invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar** 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 the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority 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 the Authority.

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.

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

..... DAY OF, 20.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Accepted

.....

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

Form-5

DESCRIPTION OF METHODOLOGY, STRATEGY AND WORK APPROACH

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan. Please explain your understanding of the objectives of the project as outlined in the section above, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output.

- Understanding of ToR
- Technical Approach & Methodology
- Work Plan and Staffing Schedule

Form-6
Curriculum Vitae (Project Manager Only)

Proposed Title and No:	
Name of Expert:	
Date of Birth:	
Country of Citizenship / Residence	

Education Details:

Institution:	Degree:	Year:

Employment Record:

Period	Employing Organization and your Title / Position. Contact Info for References	Country	Summary of Activities Performed Relevant to the Assignment

Membership of Professional Association and Publications:

Languages:

Languages:	Read:	Write:	Speak:
English			
Hindi			

Detailed Tasks Assigned on Consultant's Team of Expert	Reference to Prior Work / Assignments that Best Illustrates Capacity to Handle the Assigned Task
•	
	1.
	Nature of Assignment or Project
	Year
	Location
	Client
	Main Project Features

	Position Held	
	Activities Performed	
	2.	
	Nature of Assignment or Project	
	Year	
	Location	
	Client	
	Main Project Features	
	Position Held	
	Activities Performed	
	3.	
	Nature of Assignment or Project	
	Year	
	Location	
	Client	
	Main Project Features	
	Position Held	
	Activities Performed	

Contact No.:

Mail ID:

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes himself/ herself, his/ her qualifications, and his/ her experience, and he would be available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to disqualification or dismissal by the Client.

Signature

Authorized Representative

Date:

Form-7

Declaration of Non-Blacklisting *(To be provided on the Company letter head)*

To,

Subject: Self-Declaration of not been blacklisted in response to the Request for Proposal Department of Finance, Bihar invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar

Ref: RFP No. <<....>> **dated** <<>>

Dear Sir,

We confirm that our company, _____, is currently not blacklisted by any state/Central Government Department or Central / State PSUs as on bid submission date.

(Signature of the Bidder)

Name

Designation

Seal

Business Address:

Place

Date

APPENDIX-II

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

.....

Subject: Request for Proposal Department of Finance, Bihar invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar

Dear Sir,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as **Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar** as indicated above.

We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Form-2

FORM FIN-2: SUMMARY BY COSTS

Project Title: Request for Proposal Department of Finance, Bihar invites bids for Design, Development, and implementation of Corporate Social Responsibility (CSR) Portal for Bihar

S No	Particulars	Total Amount
1	Component 1: Development Cost	
2	Component 2: Annual Maintenance Cost (O&M) for 2 Years	
	Total	
	Add: GST on prevailing rates	
	Gross Total	

Rate Contract for Change Request

(Information to be provided in this Form shall only be used to establish payments to the Agency for possible additional services requested by the Client)

S No	Item	Blended Man Month rate	Man-Month Proposed for evaluation only	Amount (in INR)
		(A)	(B)	C=(A*B)
1	Change Request blended man day rate		50	
	Total			

Note:

- a) The consultant/bidder has to quote the rates inclusive of all taxes but at the time of evaluation of cost without GST will be considered.
- b) In case of extension of the assignment after initial period of 24 months, department will pay fee on same rate for defined components