



RFP (Request for Proposal)

For selection of agency for Establishment, Operations and Maintenance

of IVRS - Call Centre

for

Co-operative Department, Government of Bihar

Co-operative Department, Government of Bihar

2nd Floor, Vikas Bhawan, Pin Code – 800015

Website: www.state.bihar.gov.in/cooperative

E-mail Id: cooperative-bih@nic.in, Phone: 0612-2215884

Disclaimer

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements, and information contained in this RFP document may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Cooperative Department, Government of Bihar accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Cooperative Department, Government of Bihar or its employees or representatives make no representation or warranty and shall have no liability to 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.

Cooperative Department, Government of Bihar 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. It 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 document.

The issue of this RFP document does not imply that the Cooperative Department, Government of Bihar is bound to select and to appoint the Selected Bidder for Establishment, Operations and Maintenance of IVRS - Call Center.

Cooperative Department, Government of Bihar reserves the right to reject all or any of the bids without assigning any reason whatsoever.

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Co-operative Department Government of Bihar

Notice Inviting Tender (NIT)

Bid No:

Date:

Request for Proposal (RFP) for “Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department, Government of Bihar”

Online tenders are invited from reputed agencies based in India for providing trained manpower with latest technology/system mentioned in this RFP for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department, Government of Bihar. The bids will be received online up to the date & time indicated below. The online tenders will be opened in the office of the undersigned as per schedule mentioned herewith.

Bid No.	
Name of the work/services	Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department, Government of Bihar
Tender Fees (In INR)	Rs. 5000/- Five Thousand only (payable on eproc2 website Online)
EMD (In INR)	Rs. 2,00,000/- (Two Lakh only) payable online at eproc2 portal.
Mode of Payment	Online
Start Date & Time for downloading of Tender document	24/09/2024 (10:00 hrs.) onwards
Submission of online queries for pre-bid meeting and email id	Latest by 01/10/2024 (23:59 HRS) at cooperative-bih@nic.in
Offline/online Pre – bid meeting for understanding of RfP	04/10/2024 (11:00 hrs. onwards)
Last date and time for submission of response to RfP (Bid – Documents)	22/10/2024 (15:00 hrs.)
Date of opening of the tender	23/10/2024 (11:00 hrs.) onwards
Date of Technical Presentation	25/10/2024 (12:30 hrs.) onwards

For updated / extended due dates for opening of tender please refer to the key dates. The Client reserves the right to reject the tenders or accept any tender in full or part as considered advantageous to the Client, without assigning any reason whatsoever it may be.

Tender will be available online on the website: <https://eproc2.bihar.gov.in> & <https://state.bihar.gov.in/cooperative>

Co-operative Department, Government of Bihar,
2nd Floor, Vikas Bhawan, Pin Code – 800015

Abbreviations

Abbreviation	Description
ACD	Automatic Call Distributor
BOM	Bill of Material
CRM	Customer Relationship Management
CC	Call Center
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESIC	Employee State Insurance Corporation
FY	Financial Year
HQ	Head Quarter
GST IN	Goods and Service Tax India Number
IVRS	Interactive Voice Response System
MIS	Management Information System
MOA	Memorandum of Agreement
NDA	Non-Disclosure Agreement
NIT	Notice Inviting Tender
PSM	Public Service Management
RFP	Request for Proposal
SLA	Service Level Agreement
SP	Service Provider
SWAN	Statewide area network

Definitions

- 1) **Applicable Law** means the Contract shall be interpreted in accordance with the laws of India.
- 2) **Bidder** means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder / Service Provider with whom client signs the contract for rendering of goods and services.
- 3) **Client** means the Cooperative Department, Govt. of Bihar
- 4) **Service Provider (SP)** means the agency providing the services under this contract as named in this RFP/scope of work.
- 5) **Interactive Voice Response System (IVRS)** is an automated phone system technology that allows incoming callers to access information via a voice response system of prerecorded messages without having to speak to an agent, as well as to utilize menu options via touch tone keypad selection or speech recognition to have their response recorded and if required routes the call to agent.
- 6) **Contract** means the agreement entered between the Client and the Service Provider as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- 7) **Contract Price** means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.
- 8) **Bidder's representative** means the duly authorized representative of the Service Provider, approved by the Client and responsible for the Service Provider's performance under the contract.
- 9) **Effective Date** means the date on which the Agreement is executed.
- 10) **Financial bid** or the Commercial Bid means the part of offer that provides price schedule.
- 11) **Goods and services** mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- 12) **Performance security** means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.
- 13) **Accounting Year** means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 14) **Contract Agreement Period** means the period beginning from the commencement date and ending at the end of such date unless terminated earlier or extended in terms hereof.
- 15) **Applicable Laws** means all laws, promulgated, or brought into force and effect by the State

Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise performance and discharge of the respective rights and obligations of the parties hereunder, as may be, in force and effective during the subsistence of this Agreement.

- 16) **Applicable Permits** means all clearances, permits, authorizations, consent, and approvals required to be obtained or maintained under Applicable Laws in connection with the establishing, operation and maintenance of the IVRS - Call Center during the subsistence of this Agreement.
- 17) **Force Majeure** or **Force Majeure Event** means an act, event, condition, or occurrence specified which is not in the control of any party to the Agreement.
- 18) **Government Agency** means Government of India (GOI), Government of Bihar (GOB) or any Ministry, Department, Commission, Board, Authority, instrumentality, or agency, under the control of GOI or GOB having jurisdiction over all or any part of the IVRS - Call Center or the performance of all or any of the services or obligations of the Cooperative Department, and the Service Provider under or pursuant to this Agreement.
- 19) **LOA** means the Letter of Acceptance.
- 20) **Rs. or Rupees** means the lawful currency of the Republic of India.
- 21) **Client's Representative** means such person as may be authorized in writing by the Cooperative Department, to act on his behalf under this Agreement.
- 22) **Termination** means the expiry or termination of the Agreement and the Rights to operate hereunder.
- 23) **Termination Date** means the date on which the Agreement expires pursuant to the provisions or is terminated by a Termination Notice whichever is earlier.
- 24) **Termination Notice** means the communication issued in accordance with the Agreement by any one Party to the other Party terminating this Agreement
- 25) **Bihar Purchase Preference Policy 2024** The Policy published in the gazette on 7th August 2024 will be applicable on this Tender.

1. Introduction

Co-operative Department, Government of Bihar (GoB) is operating a helpline Toll Free number 18001800110 and 0612-2200693. The primary purpose is to have a “Single Contact Number” for registering grievances and obtaining services rendered by the registered farmers under the schemes run by Co-operative Departments. This toll-free number is an important medium which helps the Co-operative Department, Govt. of Bihar to interact with farmers, members, citizens & improve grievance redressal & Citizen Services. It handles incoming and/or outgoing telephone calls; from /to the citizens.

The current system is centralized where calls from all over the state land at Toll free number, Patna and recorded automatically to leverage real time support. Co-operative Department, GoB has decided to re-establish a State of art IVRS - Call Center for the public which aims to enhance the capability of the handling information requirements/grievances/helpline and improve satisfaction levels of the beneficiaries/public. The IVRS - Call Center may be virtual or physical where latest IVR technology and skilled IVRS - Call Center executives will facilitate timely support services during **6:00AM – 10:00 PM** on all working days to public/beneficiaries of different schemes for Co-operative Department.

For establishment of IVRS - Call Center for Co-operative Department, GoB:

- To develop automated interactive grievance redressal mechanism.
- To facilitate the dissemination of the relevant information to scheme beneficiaries/stakeholders.
- To ensure the follow up, monitoring and speedy redressal of grievances.
- Action taken report (ATR) generation & better provisions for grievance redressal.
- Integrated and seamless grievance redressal mechanism for all the Stakeholders
- Obtain feedback for improved effectiveness of system and its schemes.

1.1. Invitation of Bids

Online tenders are invited from reputed agencies based in India for providing IVRS system set up along with trained manpower equipped with latest IT systems mentioned in this RFP for **“Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center”** for Co-operative Department, as detailed out in the scope of work under this RFP document.

The overall scope for the service provider is:

- I. To ensure setting up of State-of-the-art IVRS - Call Center/Facility equipped with all the latest technology, IT peripherals and cloud infrastructure.
- II. To offer from 6:00 AM to 10:00 PM inbound and outbound IVRS services without disruption and outage
- III. To set up biometric device and security camera for monitoring at the IVRS - Call Center/facility
- IV. To record, store and ensure data security/sanctity of the callers.
- V. To facilitate API integration with existing dashboard/system available in the Department
- VI. To supply trained manpower required to operate the IVRS - Call Center
- VII. Follow up for complaints resolution, capturing feedback form complainant/caller.
- VIII. Ensure all calls are recorded and the escalations if any are completed within the stipulated time.
- IX. Mapping and recording the feedback and report generation for the same.
- X. Weekly report submission to department including KPIs set for satisfactory performance
- XI. To upgrade and customize the system and services as per the need of Department.
- XII. To undertake any other **related** work/services as and when required by the Department.

Now, Cooperative Department, invites bids to select experienced and capable bidders for **Establishment, Operations and Maintenance of IVRS - Call Center** for Co-operative Department, Govt. of Bihar.

The agreement period for operation and maintenance of IVRS - Call Center shall be initially for 3 years. In the event of satisfactory performance as deemed by the department, the contract can be extended for another 2 years, from the original start date of the agreement.

Cost of RFP document: RFP document can be downloaded online from website <https://eproc2.bihar.gov.in> with a bid processing fee of INR 5000+ GST. For any information or queries regarding the bid filling procedure on e-proc2 the following number can be contacted - 18005726571

1.2 Bid Fact Sheet

Tender No.	
Title of Tender	Request for Proposal for “Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center”
Start Date & Time for downloading of Tender document	24/09/2024 (10:00 hrs.) onwards

Submission of online queries for pre-bid meeting and email id	Latest by 01/10/2024 (23:59 HRS) at cooperative-bih@nic.in
Offline/online Pre – bid meeting for understanding of RfP	04/10/2024 (11:00 hrs. onwards) <i>Online link for pre-bid meeting will be shared only to the bidders who have shared their query over email at aforementioned email id, 24 hrs prior to the meeting.</i>
Last date and time for submission of response to RfP (Bid – Documents)	22/10/2024 (15:00 hrs.)
Date of opening of the tender	23/10/2024 (11:00 hrs.) onwards
Date of Technical Presentation	25/10/2024 (12:30 hrs.) onwards
Date of opening of Financial Proposal	To be informed to technically shortlisted bidders
Mode of Proposal Submission	Online
Contact Person (Officer) Address for submission of pre-bid queries and proposal	Mrs. Smriti Kumari (OSD) Cooperative Department, Govt. Of Bihar, 2 nd Floor, Vikas Bhawan, Patna 800015 E-mail Id: cooperative-bih@nic.in Phone: 0612-2215884
Tender document fee	Rs. 5000/- Five Thousand only (payable on eproc2 website Online)
Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Two Lakh only) payable online at eproc2 portal.
Performance Bank Guarantee	10% of the total contract value (only for successful bidder)
Method of Selection	Quality and Cost Based Selection (QCBS): (70% Technical, 30% Financial)
Assignment duration	Agency would initially be engaged for a period of 3 years, which may be extended further for a period of 2 years on satisfactory work and mutually agreeable terms.

1.3. Eligibility Criteria

Sn	Minimum eligibility Criteria	Supporting Documents
1.	The bidder shall be a registered company in India under the Companies Act 1956/2013 or a Registered Partnership Firm under the Partnership Act, 1932 or a Limited Liability Partnership firm having more than five (5) years of relevant working experience as on the date of submission of the proposal/bid. Proposal is also invited from Government Institutions with the required expertise.	1. Certificate of Incorporation 2. Copy of MoA/AoA/ 3. Registration Certificate

	No Joint venture / consortiums / sub-letting shall be allowed.	
2.	The bidder should have prior experience in operating IVRS - Call Center/BPO for at least two (02) organizations (Government/Listed private companies) in the last 3 years.	1. Satisfactory Performance Certificate from client 2. Work Order Copy to be attached
3.	The audited minimum average annual turnover from IVRS – Call Centre or BPO related business shall not be less than Rs 90 lakhs in the last three financial years (FY 2020-21, 2021-22 & 2022-23).	CA certificate mentioning turnover from IVRS - Call Center/BPO activities for each of the 3 Financial Years.
4.	The bidder shall have a positive net worth as on 31st March 2024	Balance sheet for FY 2023-24 along with CA certificate for net worth as on 31st March 2024
5.	Should not have been blacklisted by any government agency or public sector undertaking in India as on the date of application.	Affidavit on INR 1000 (non – judicial) stamp paper

Note:

- 1) Any Bid failing to meet any of the above stated eligibility criteria shall be summarily rejected and will not be considered for Financial Evaluation.
- 2) Even though the Bidder may meet the above eligibility criteria, they are subject to be disqualified at any stage, including post award of contract, in case it is found out that the Bidder has made any false representation related to this tender.

2. Terms Of Reference: ToR

2.1. Preparation of Bid

The RFP document should be read in conjunction with any Addendum/Corrigendum issued and proceedings of Pre-Bid meeting issued. The bidder is expected to examine all instructions, forms, terms, requirements, and other information in this RFP documents. Failure to furnish all information required by the RFP or submission of a proposal not substantially responsive to the RFP in every aspect would be at the bidder's risk and may result in rejection of its proposal.

2.1.1. Tender Fees

- The bidder shall be required to deposit a non-refundable Tender fee of Rs. 5000/- (Rupees Five Thousand only).
- Bid/Proposal not accompanied with requisite non-refundable tender fee shall not be entertained and summarily rejected.

2.1.2. Earnest Money Deposit (EMD)

- Bidder will have to provide an EMD of Rs 2,00,000/- (Rupees Two Lakhs only) payable online at eproc2 portal.

- In the event of non - submission of the EMD money of Rs 2,00,000/-, the bid/proposal will be summarily rejected.
- No interest will be payable on the EMD amount.
- The EMD amount will be forfeited if upon being declared successful, the Bidder refuses to accept work order or having accepted the work order, fails to carry out its obligations mentioned therein.
- The EMD amount will be refunded to the unsuccessful bidders only after completion of the entire RfP process.
- The EMD amount of the successful bidder would be refunded upon submission of Performance Bank Guarantee (PBG).

2.2. Pre-Bid Meeting

- a) A prospective bidder requiring any clarification on the RfP document may notify Cooperative Department, Bihar in writing through email to following e-mail ID: cooperative-bih@nic.in (In excel sheet as given below format). All queries and clarifications should reach latest one day prior to the pre-bid meeting. Any queries received after the indicated date and time in the bid factsheet will not be entertained.

Sl. No	Page in RFP	Clause	Sub-clause	Clarification Sought

- b) The Pre-bid meeting shall be organized online/offline as per pre-scheduled date. For online meet, link will be provided on the official website of the Co-operative Department, Bihar

2.3 Submission of Bids

- a) The RFP shall be in two parts – Technical Bid (TB) and Commercial Bid (CB). Both bids must be submitted together in hard copy format within 24 hours of the stipulated time to be uploaded on e-proc. The hardcopy format shall be in a single envelope super scribing “Selection of Agency for establishment, operations & maintenance of IVRS call center”. There shall be two separate sealed covers in the envelope marked as Technical Bid and Commercial Bid separately.
- b) No modification/ correction in quotations will be entertained once the commercial bid/proposal is submitted. Bidders are advised to exercise adequate care in quoting the prices/fees. In case of discrepancy between the amounts mentioned in figures and in words, the amount in words shall govern.
- c) The Technical Proposal should not include the commercial/financial bid under any circumstances; else it would be summarily rejected. The Commercial Bid shall not include any conditions attached to it and any such conditional commercial proposal shall be rejected summarily.
- d) Cooperative Department **will not accept** delivery of proposal by fax or email. Proposals received in such manner shall be treated as defective/invalid and rejected.
- e) The bidder is responsible for all costs incurred in connection with participation in this RFP process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings, presentation, preparation of proposal and in providing additional information required.
- f) All proposals and accompanying documents received within the stipulated time will become the property of Cooperative Department and will not be returned.
- g) **Bidder Acknowledgement:** It shall be deemed that by submitting the bid, the bidder has:
 - Made a complete and careful study of the RFP document
 - Accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of the Cooperative Department, GoB relating to any of the matters referred to in this RFP document; and
 - Agreed to be bound by the undertakings provided by bidder and in terms hereof.
- h) **Amendments to the RFP**

At any time prior to the deadline for submission of proposals, Cooperative Department may modify/amend or vary, for any reason deemed necessary, the RFP by an amendment notified on website online/ portal <https://eproc2.bihar.gov.in>
- i) **Right to Terminate the RFP**

Cooperative Department may terminate the RFP process at any time and without assigning any reason. Cooperative Department makes no commitment, express or implied, that this process will result in a business transaction with anyone.

This RFP does not constitute an offer by Cooperative Department. The bidder's participation in this process may result in Cooperative Department selecting the bidder to engage in further discussions and negotiations toward execution of a contract.

The commencement of such negotiations does not, however, signify a commitment by Cooperative Department to execute a contract or to continue negotiations.

Cooperative Department may terminate negotiations or cancel or annul the RFP process at any stage prior to signing of the contract with the successful bidder, without assigning any reason.

j) Modification, Substitution and Withdrawal of Proposal

No proposal can be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period as specified in this RFP. Once the bid documents are submitted, modifications and substitutions in the bid documents shall not be allowed.

k) Period of Validity of Proposals

- a) The proposals shall be valid for a period of **180 days** from the date of opening of the technical proposals. A proposal valid for a shorter period may be rejected as non-responsive.
- b) In exceptional circumstances, at its discretion, Cooperative Department may solicit the bidder's consent for an extension of the validity period. The request and responses shall be made in writing.

2.4 Opening of Bids

- i) The bids will be opened at the date and time as specified in this RFP. Authorized representatives of the bidders who wish to attend the event can also join.
- ii) Commercial bids of the technically qualified bidders will be opened and only the representatives of the bidders, who have been declared as technically qualified, will be allowed to attend the opening of commercial bid/proposal.

2.4.1. Bid Evaluation

Proposals will be examined by a Selection Committee constituted by Cooperative Department or its designated representative(s). Cooperative Department, or such other authority designated, is also referred to herein as the 'Committee'. The evaluation of proposals (technical and commercial) will be undertaken in two stages.

a. Evaluation of Technical Proposal

In the first stage, the technical proposal will be evaluated based on the criteria stated in evaluation table mentioned below. Only those applicants fulfilling minimum eligibility criteria and evaluation criteria shall qualify for next stage. The agency obtaining **at least 60% marks** based on evaluation of the **technical bid** will qualify for the presentation. Agencies selected for presentation will be assessed on technical parameters such as manpower, technology, and earlier experiences in similar roles. Presentation shall be around terms of reference and scope of work as mentioned in RfP document.

Sn	Evaluation Criteria	Marking Criteria	Maximum Marks
1	The bidder should have successfully operated/operating 2 assignments	<ul style="list-style-type: none">• 2 assignments – 20 marks• 3 assignments – 23 marks	25

	for Govt/Pvt firm in last 3 years with minimum single order work values of more than 10 lakhs	<ul style="list-style-type: none"> 4 assignments – 25 marks 	
2	The bidder must have an average turnover of Rs. 90 Lakhs or above in last 3 years from IVRS - Call Center/BPO services only.	Between Rs. 90 lakhs to 1.25 Cr- 20 Marks More than Rs. 1.25 Cr - 2 Cr – 23 marks More than 2 Cr – 25 marks	25
3	Technical presentation	As per ToR & scope of work should cover the <ul style="list-style-type: none"> Approach and methodology Resource deployment Training Plan Work Breakdown Structure 	20
4	Relevant Certifications	<ul style="list-style-type: none"> ISO 9001/20000 – 5 marks ISO 27001 – 5 marks CMMI L3 – 5 marks SOC/SOC2compliance-5 marks 	20
5	Should have experience of deploying more than 20 manpower resources for IVRS center for a single project in the last financial year	Manpower deployed in a single project in the last year: <ul style="list-style-type: none"> 20 – 30 resources – 5 marks 30 – 50 resources – 7 marks More than 50 resources – 10 marks 	10

b. Evaluation of Financial Proposal

In the second stage, the financial evaluation will be carried out based on criteria given below:

- Only those bidders qualifying through the Technical Bid and obtaining 60% marks will be considered for financial evaluation.
- The Financial Bid must be submitted as per format given at Annexure VI.
- The Service Tax and other levies, if any, should be furnished as per the format.
- In case nothing is mentioned, it will be assumed that taxes / other levies are included in the rates quoted.
- Rate should be quoted on comprehensive basis for carrying out all works as mentioned in the tender document.

Financial evaluation will be carried out and each financial proposal will be assigned a financial score (SF). For financial evaluation, the total cost excluding taxes in the financial proposal will be considered. The evaluation committee will determine whether the financial proposals are complete, unqualified, and unconditional. The cost indicated in the financial proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the agency to be

compensated and the liability to fulfill its obligations as per the TOR within the total quoted price shall be that of the Agency.

The lowest evaluated Financial Proposal (FM) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. [or replace with another inversely proportional formula acceptable to the Bank]

The weights given to the Technical (T) and Financial (P) Proposals are:

$T = 70\%$ [Insert weight], and $P = 30\%$ [Insert weight]

Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) as following: $S = St \times T\% + Sf \times P\%$.

An evaluation committee involving officers of Co-operative Department would be formed to undertake the evaluation and selection process of Agency.

2.4.2. Award of Assignment

After selection, a letter of Award shall be issued in duplicate by the Cooperative Department, Government of Bihar to the selected agency within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in the acknowledgement thereof. The LOA shall constitute the Agreement for the purpose of this consultancy assignment.

3. Terms of Payment

Payment of professional fee will be made on quarterly basis upon the submission of an invoice backed by **Quarterly Progress Reports** outlining the areas covered in Terms of Reference of this RfP. Payment of professional fees would be made within two weeks of submission of invoices.

3.1. Notification of award

Cooperative Department will award the tender to the successful bidder.

4. Terms and Conditions related to Services

4.1. Service Provider

- i. The scope of work of the Service Provider (the successful bidder) will include establishing, maintaining, and operating IVRS - Call Center as per Standard Operating Procedure prescribed by Cooperative Department.
- ii. The Service Provider shall establish IVRS - Call Center within **15 days of signing of contract** with Cooperative Department and start functioning as per mutually agreed terms.
- iii. The Service Provider shall engage agents and supervisor to operate the IVRS - Call Center at their premises as per mutually agreed terms
- iv. The Service Provider shall also engage a Manager with minimum 6 years of experience to liaison or coordinate with Department to be stationed at Department.
- v. The Service Provider shall provide
 - a. State - of - Art Infrastructure/Workstation at IVRS - Call Center/Facility
 - b. Advance computer system
 - c. ACD/Phone/ Dialer
 - d. Cloud calling facility for inbound and outbound calls
 - e. Server/Exchange
 - f. IT Peripherals as required
 - g. Headphone (Noise Cancellation)
 - h. Network equipment (switch for internal connectivity) (Refer "Minimum Specifications – Hardware and Software" stated below for minimum required specifications).
- vi. The IVRS - Call Center will offer the following services as per mutually agreed
 - a. Interactive Voice Response System (IVRS) establishment
 - b. Information Services to citizen
 - c. Enquiry redressal of callers
 - d. Campaigns/Surveys over calls
 - e. Grievances/Complaint handling
 - f. Citizen feedback
 - g. Emergency service IVRS - Call Center (as per directions of Cooperative Department)
 - h. Other related services as specified by RCS office from time to time
- vii. The agent shall be responsible for following activities (but not limited to):
 - a. Receive and respond to inbound calls and make outbound calls as per requirement.
 - b. Capture all relevant data related to the calls in the software of IVRS - Call Center.
 - c. Follow-up and tracking of complaints/ grievances for closure and response to citizen.
 - d. Provide reports on all the above activities to Cooperative Department as and when required.
 - e. Any other work/activity assigned by Department as per mutually agreed terms.
- viii. Service Provider shall be responsible for coordinating troubleshooting activities with IVRS - Call Center.
- ix. The Service Provider shall operate the IVRS - Call Center as per the timing specified by the Cooperative Department. In case the Cooperative Department requires the IVRS - Call Center to operate round the clock or in additional shifts, the Service Provider shall make required arrangements.

Note: The IVRS - Call Center shall act as situation room during the peak period. This duration may change depending on procurement plan. The IVRS - Call Center

- shall be operational during (6:00 AM – 10:00PM) during this period.
- x. The Cooperative Department may seek additional manpower to be deployed at the IVRS - Call Center as per requirement. The additional manpower shall be provided at the same rates quoted per person within the scope of this contract.
 - xi. The Service Provider shall up-grade the software and hardware of the systems supplied by them at no additional cost whenever required. The Service provider shall be responsible for all the upgrades, updates, installation of patches and overall maintenance of the IVRS - Call Center systems.
 - xii. The Service Provider shall ensure timely replacement of manpower (if any required) as per RfP criteria.
 - xiii. The Service Provider shall ensure Knowledge transfer of the resources during transition period under the supervision of Cooperative Department.
 - xiv. The Service Provider shall follow code of conduct if any issued by Cooperative Department.

4.2. Obligations - Service Provider (SP)

- i. The SP (service provider) shall deploy the person(s) whose CVs and consent were furnished with the bid to operate the IVRS - Call Center and substitute them if needed with permission of the Cooperative Department
- ii. The Service Provider shall be responsible for Training, upskilling and capacity building, H.R management of the manpower employed at IVRS - Call Center as directed by the Cooperative Department
- iii. The Service Provider shall get an account activated to use the IVRS - Call Center Management software as authorized operator in coordination with Helpline.
- iv. The Service Provider shall also make provisions for biometric attendance for CCEs.
- v. The manpower deployed by SP are required to address the caller/citizen as per the script given during their training.
- vi. The Service Provider shall be responsible for maintenance of infrastructure installed at IVRS - Call Center.
- vii. Provide the access to dashboard for IVRS - Call Center Management software with integration of APIs.
- viii. Assist in integration of the IVRS - Call Center management software along with the existing system.
- ix. Imparting training and capacity building of the IVRS - Call Center agents.

Minimum Qualification of Required Manpower

Sl. No	Profile	Qualification and experience	No	Role
1	Team Leader cum Manager	<ul style="list-style-type: none"> Minimum graduation in any stream with minimum 6 years or Post graduation in any stream with minimum 4 years of experience in the relevant field i.e., IVRS - Call Center operations. Working knowledge of MS Office 	1	<ul style="list-style-type: none"> Coordination with Department for day-to-day reporting and qualitative support to IVRS - Call Center and as per the requirements of Department from time-to-Time basis. To be stationed at Co-operative Department

2	Supervisor cum IT support	<ul style="list-style-type: none"> B.E./B.Tech/B.Sc.IT/Graduation with Computer Diploma/ PGDCA/BCA. Minimum 2 years of experience in leading IVRS - Call Center along with knowledge of handling Desktops/ Networks/ System Administration/ Switch/ Routers/ LAN connections/ troubleshooting Windows related issues or updation/ Issues related to updation of Antivirus/ Internet connections. 	1	<ul style="list-style-type: none"> Supervising the day-to-day activities at IVRS - Call Center. Will ensure SoP facilitation at IVR facility. Will impart training and look after capacity building for Agents
3	Call Center Agents	<ul style="list-style-type: none"> 12th or graduation in any stream Minimum 2 years' experience of working in domestic IVRS - Call Center Having knowledge of the Hindi/English language Typing skills in Hindi/English. Working knowledge of MS Office. 	6	<ul style="list-style-type: none"> Will attend calls and provide necessary support to farmers. Will record complaints, escalate, and help in closing the call Will perform outbound calls for follow up

Minimum Required Specifications – Hardware and Software at the IVRS - Call Center premises

Sn	Particular	Quantity	Minimum Required Specification
1	Desktop Computer/Laptop	For each manpower deployed	1. Processor - Intel Core i5 or above 2. Memory - RAM Size 8 GB or above 3. Internal Storage – 256 GB or above 4. USB Ports – Minimum 3 USB ports with 1 HDMI port 5. Networking – Ethernet, Wi-Fi, Bluetooth enabled 6. Operating System – MS Windows 11 (Professional) or above 7. Installed Licensed Version Anti-Virus Software 8. Installed MS Office 2021 or above (Professional Licensed Version).
2	USB headset with noise-cancelling mic	For each manpower Deployed	Any USB headset having feature of noise-cancelling mic
3	UPS with set of batteries	1	Should have minimum back up of at least three hours so that the operations of the IVRS - Call Center can continue uninterrupted even if the electric supply fails.
4	Switches L2 24 Ports	1	L2 Switch for establishing LAN between the terminals/ PC

5	Networking in IVRS - Call Center (LAN)	As per requirement	<ul style="list-style-type: none"> • LAN Port • Internal networking through CAT 6Cable • Patch code • I/O Box • Other required arrangement for the connectivity of LAN infra
6	Attendance system (Biometric)	1 (Monitoring will be done by Cooperative Department.	<ul style="list-style-type: none"> • Biometric fingerprint reader attendance device

Note:

1. As per requirement, augmentation and upgradation of above hardware and software during the contract period shall be borne by the SP at no additional cost.
2. In case of point number 9 (of clause 4.1) mentioned above the SP, will have to deploy additional IT infrastructure as per requirement.

5. Service level Agreement (SLA)

SLA will be decided by the selection committee, which shall finalize the SLA within 30 days of commencement of operations of IVRS - Call Center.

5.1 Liquidated Damages:

The performance of Agency shall be evaluated based on various performance parameters as detailed out in the Service Level Agreement (SLA). In case, Agency deviates from the desired levels of performance parameters, applicable penalties shall be levied. The LD would be not more than the overall professional fees provided to the SA.

6. General Conditions of Contract (GCC)

A. Client's representative

- I. Client shall appoint controlling Officer/Officer-in-charge after award of Contract, who shall carry out the functions and obligations of the Client under the Contract.
- II. Any decision, instruction or approval given by the Controlling Officer /Officer-in-charge of the Client shall be binding on the Agency.
- III. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer/ Officer-in- charge.
- IV. The Controlling Officer/ Officer-in-charge may authorize his representative(s) as site-in- charge for the works/services.

B. Agency's Representative

- I. The Agency shall employ at least one competent representative (name, address,

telephone number, identity proof of the representative shall be communicated in writing to the controlling officer/officer-in-charge by the Agency) to supervise the works/services. The said representative shall be present whenever required and should be approachable in person or on phone at time and location as specified by the Client. Any written order or instruction which the Controlling Officer/officer-in-charge or his duly authorized representative may give to the said representative of the Agency shall be deemed to have been given to the Agency.

- II. The Controlling Officer/officer-in-charge shall be at liberty to object to the presence of any representative or person employed by the Agency for execution of the Contract or otherwise at the site, who in his/her opinion is found to have misconducted himself/herself or be incompetent or negligent and the Agency shall remove the person so objected to, upon receipt from the Controlling Officer/ officer-in-charge a notice in writing requiring him to do so and shall provide in his place a competent representative at the Agency's risk and expense.

C. Bankruptcy/Insolvency of the Agency

If the Agency becomes insolvent, compound with his creditors, has a receiving order made against him or carries on business under a receiver for the benefit of the creditor or any of them or being a partnership firm, become dissolved or being a corporation goes in to liquidation or becomes to be wound up, not being a voluntary winding up for the purpose only of amalgamation or reconstruction, the Client shall be at liberty. To give such liquidation, received, or other person in whom, the Contract may become vested, the option thereof to award the Contract or a portion, thereof to be determined by the client subject to his/her providing an appropriate guarantee for the performance of such Contract.

D. Checks and Supervision by the Agency

- I. The Agency shall ensure that its personnel perform their duties efficiently by exercising frequent surprise checks and by appointing sufficient supervisory staff as felt necessary by the Client. In case it is found that any damage has occurred due to negligence, ignorance or not performing the duty by the personnel of the Agency, all the losses so occurred to the Client shall be recovered from the amounts payable to the Agency and his/her security deposits or Contract Performance Guarantee.

E. Notices and Instructions

- I. The Agency shall furnish the complete address of its permanent office and local office along with telephonic numbers, fax numbers, emails, etc. to the Client. Any notice or instructions to be given to Agency under the terms of the Contract shall be deemed to have been served on him if it has been sent at local office or to the address of the Agency last notified by them or delivered to authorized signatory

F. Health of the Personnel deployed

- I. All persons deployed by the Agency shall be of sound physical and mental health and should not be under the influence of any drug or liquor during duty. In case it is found that any loss has occurred to the Client's property/interest due to deployment

of such personnel, the same shall be recovered from the Agency.

G. Removal/Replacement of Personnel deployed

- I. The personnel deployed by the Agency shall ordinarily be continued and shall not be changed without written intimation, consultation, and approval of Officer-in-charge of the Client.
- II. Upon the written directions of the Officer-in-charge of the Client, the Agency shall immediately remove from the works/ services any person or persons deployed thereon, who may in the opinion of the Officer-in-charge be incompetent or responsible for misconduct. Such persons shall not be employed again on the works without the written permission of the Officer-in-charge, or any other officer authorized for such purpose.
- III. All personnel engaged under this Contract by the Agency shall be employees of Agency. Client shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Client or elsewhere.
- IV. Pursuant to above clauses, if there is a conflict between the Agency and the deployed manpower, then the whole responsibility of the same would be of the Agency. Client shall not be liable for any such issues.

H. Force Majeure

- I. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays and affected party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.
- II. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tempest, tornado, mutiny, civil commutation, riot, terrorist attack, strike (subject to certification by Labour Commissioner), lock-out (subject to certification by Labour Commissioner), exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, direct or indirect political events; or any event or circumstance of a nature analogous to any of the above.
- III. A notification to this effect duly certified by statutory authorities shall be provided by the Agency to the Client.
- IV. The authority as decided by the Client (including committee, etc.) shall decide upon Force Majeure cases and the decision of such authority shall be final and binding on bidder/Agency.

I. Damage to property and injury to personnel

- I. The Agency shall indemnify and keep indemnified the Client against all losses and claims for injuries or damage to any person or any property whatsoever which may

arise out of or in consequence of the execution of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

- II. The Client shall not be liable for damage or compensation payable as per provision of law/act in respect or consequence of any accident or injury to any workmen or other person in the employment of the Agency. The Agency shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.
- III. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Authorized officer of Client shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered, and any excesses shall be refunded. The opinion of the Authorized officer of Client shall be final in regard to all matters arising under this clause.
- IV. In case it is found that any theft or damage has occurred to the property or premises of the Client due to negligence of personnel in performing their duty and/or absence from the place of duty and/or not providing substitute by the Agency or any other reason, the cost of all such losses or damages as assessed by the Client shall be recovered from the Agency's monthly bill or from their Security Deposit/Contract Performance Guarantee or in any other manner as may deemed fit.
- V. In case any personnel of the Agency is implicated in any lawsuit or is injured by any person or group of persons, agitating mob, etc. during the course of performing his/her duty/their duties for the Client, it shall be the sole responsibility of the Agency to defend its personnel in the court of law or to extend all medical and financial help, etc. without charging any cost to the Client.
- VI. The Client shall be deemed to be indemnified by the Agency for lapses or other mischief's etc. by its personnel.

J. Settlement of Disputes and Arbitration

- I. If any dispute or difference of any kind whatsoever arises between the Client and the Agency in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. For this purpose, a committee may be constituted comprising representatives from both the parties. The committee shall be formed and convened by Registrar of Cooperative Societies for this matter. After sixty (60) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to initiate the Arbitration process.
- II. The arbitration proceedings shall be conducted in accordance with the laws in the State of Bihar. The cost of the arbitration shall be equally shared by the Client and the Agency. The arbitration shall be conducted at Patna, Bihar.
- III. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Agency shall continue to perform his obligations in accordance with the Client's

decision or instruction, and Client shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Agency.

K. Jurisdiction

- I. Any dispute or difference, arising under, out of, or in connection with Tender/ Contract shall be subjected to exclusive jurisdiction of court at Patna, Bihar only.

L. Necessary Compliances (applicable in accordance with Eligibility Criteria)

- I. The Agency shall provide and be responsible for payment of wages, salaries, and other statutory privileges and facilities as applicable to its personnel as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time.
- II. The Agency shall ensure all its employees are covered under national Accidental Insurance and National Life Insurance (Govt. of India Schemes)
- III. All personnel engaged under this Contract by the Agency shall be employees of Agency. Client shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or extend any type of recommendation, etc. for obtaining any job with the Client or elsewhere.
- IV. The Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time, mentioned above and produce the same before the Statutory Authorities as well as the Authorities of the Client as per the time period defined by the Client.
- V. The Agency shall in the event of his workman / employees sustain any injury or disablement due to an accident or any other cause arising out of and in the course of his employment, provide necessary medical treatment and pay compensation, if any, required under the Workmen's Compensation Act, 1923 and other applicable laws.
- VI. If any of the persons engaged by the Agency misbehaves with any officials of the Client or commits any misconduct in connection with the property of the Client or suffers from any serious communicable diseases, the Agency shall be liable to replace them immediately.
- VII. The Agency should comply with all the applicable laws in force and effect for the time being, including being, registered under the various applicable labour laws.
- VIII. Agency shall furnish indemnity bond at time of signing of Contract Agreement, indemnifying Client against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, arising from non-compliance of above-mentioned clauses.

M. Taxes

- I. The Agency shall be responsible for payment of all taxes, duties and statutory/local levies arising as a result of commercial transactions under this Contract such as service tax, sales tax etc. Client shall not be responsible for any tax related liability.
- II. The Agency shall furnish break-up of the quoted prices and taxes strictly as per the format of the price schedule provided with the bid document. All taxes and duties shall be quoted separately in appropriate column of price schedule, as applicable on last date of submission of bid.

- III. The statutory deduction of taxes and duties at source, related to these works and services, shall be done by the Client and tax deduction certificate shall be issued to the Agency wherever applicable as per law.
- IV. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which directly impacts tax liability of Agency in performance of this Contract, variation shall be paid, as applicable by the Client. In case Goods & Service Tax (GST) is introduced by the Central or State Government during execution of this Contract, then the taxation part will be revised accordingly for the performance of balance work in accordance with above.

N. Conflict of Interest

- I. The bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be in a conflict of interest with one or more parties in the bidding process if including but not limited to:
 - II. they have controlling shareholders in common; or
 - III. they receive or have received any direct or indirect subsidy from any of them; or
 - IV. they have the same legal representative for purposes of this bid; or
 - V. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- VI. Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, this will result in the disqualification of all Bids in which it is involved.

O. Corrupt or Fraudulent Practice(s)

- I. The Client requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).
- II. In pursuance of this policy, the Client defines, for the purposes of this provision the terms set forth below as follows:
- III. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official/employee involved in the procurement process or in execution of the Contract.
- IV. "Fraudulent practice" means misinterpretation of facts or information to influence the procurement process or the execution of Contract to the detriment of the Client and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Client of the benefits of free and open competition.
- V. The Client will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for Award or on whom the Contract/Award has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract/Award in question.
- VI. The Client may declare a bidder ineligible for issue of Contract/Award, either indefinitely or for a stated period, if it any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing an earlier Contract of the Client.

- VII. Any act of fraudulence, which can be purported or being attempted with intent to deceive the Client, by the persons engaged in this work/service shall entail legal prosecution.

7. Special Conditions of Contract (SCC)

A. Period of Contract

- I. The agreement period for operation and maintenance of IVRS - Call Center shall be initially for 3 years. In the event of satisfactory performance as deemed by the department, the contract can be extended on a year-on-year basis, from the original start date of the agreement.
- II. On expiry of the Contract, the Agency shall also hand over applications/data bases/Archives/MIS records along with their access rights to the Client. However, the ownership of items shall, in all circumstances whatsoever, remain with the Client from the date of the signing of the Contract. In case the Agency returns the items in non-working condition, the Client shall have the right to recover the value of the non- working items either through appropriation in whole or in part of the Performance Guarantee or through any other permissible means (value will be determined by the Client). During the period of contract, the Agency shall not incur any damage to the items/ property owned by the Client. In case of any damage as assessed by the Client, the same shall be recovered from the Agency.
- III. The Agency shall be in obligation to pay the wages before 7th of every month to its deployed personnel equal to the minimum wages to the skilled personnel as applicable (as per the classification equivalent to the monthly/daily wages determined by the Department of Labour Resources, Govt. of Bihar under Minimum Wages Act, 1948.) In this connection, the orders issued by Government of Bihar revising the wages from time to time shall be binding on the Agency from the effective date mentioned in such notification.
- IV. The Agency shall discharge its liability for the deployed labour in respect of Employees Provident Fund under The Employees" Provident Funds and Miscellaneous Provisions Act, 1952
- V. The Agency shall discharge its liability for the deployed labour in respect Employees state Insurance Corporation (ESIC) under The Employees State Insurance Act, 1948, and in case where ESIC is not applicable in a particular area then the Agency will get insured the deployed labour under Workmen Compensation Insurance Policy from any of the PSU's.
- VI. The Agency shall also have to bear all other liabilities as per existing "Contract Labour (Regulation and Abolition) Act, 1970" and other applicable Labour Act as amendable from time to time.
- VII. The Agency shall also bear Other charges like leave, Salary, Group Insurance, Uniform, photo id etc.
- VIII. The Agency shall be liable to give work off / holidays to the deployed labour as per The Contract Labour (Rules and Abolition) Act, 1970 and shall also be liable to provide the substitute manpower.
- IX. The Agency shall have to provide Photo Identity card for each and every deployed manpower Service so that he can produce it whenever the officer-in-charge asks it.
- X. The Agency shall have to make the payments of wages directly into a Bank Account of deployed manpower and shall provide details of their bank accounts number,

bank name, etc.

B. Quoting of Rates

- I. While quoting the rates the Agency shall consider the variation arising due to compliance with minimum wages as specified by Department of Labour Resources, Government of Bihar from time to time.

C. Submission of Bills

- I. The Agency shall submit quarterly bill with all prescribed documents to concerned office as prescribed by the Client.
- II. While submitting the bills for payment purpose, the Agency shall have to enclose following documents for the work/service extended during the month:
 - Undertaking for compliance of ESI, PF & Other Statutory Obligations
 - Service Tax receipt
 - Any other document, if applicable

D. Terms of Payment

- I. The net payment to the Agency shall be given, considering service levels complied by the Agency as per Section – 5: Service Level Agreement (SLA).
- II. No separate payment shall be made for any item/ material procured by the Agency during Contract. Payment to the Agency shall be given only on the services rendered.

E. Penalty

S n	Description	Value
1	Deployment: Failure to deploy all the required manpower within 15 days of signing of contract	Rs.1000 per day from the 16 th day onwards
2	Unapproved absence from duty beyond 2 days	Rs 500/- per day per resource
3	Failure to deploy replacement resource within 15 days of departure of previous resource	Rs.500/ day from the 16th day Onwards

- I. In case, misbehavior on account of CCE (s) is found by the Client with satisfactory evidence for the same, then penalty @ INR 200/- per such proven complaint shall be levied on the Agency.
- II. In case, if it is found that CCE(s) has not registered complaint for inbound calls, then penalty @ INR 200/- per such proven complaint shall be levied on the Agency.

F. Performance Guarantee (PG)

- I. Within thirty (30) days from date of issue of letter of award, the successful bidder shall furnish requisite Contract performance guarantee and execute an agreement on the prescribed form duly stamped for the due and proper fulfilment of the Contract. The cost of stamp paper including cost of revenue stamps and stationery

charges shall be borne by the Agency.

- II. Failure by the successful bidder to furnish the prescribed Contract performance guarantee or to execute the agreement within 15 days of notice to start the work has been given within such time, the Client reserves the right to take action as deemed appropriate by it (including forfeiture of the earnest money deposit (EMD), cancellation of the Contract, blacklisting of bidder, etc.).
- III. The Contract performance guarantee shall only be released subject to an undertaking by the Agency stating successful completion of Contract along with certificate from Client's representative stating that all statutory compliances have been made successfully.

G. Termination of Contract

- I. **Event of default:** The following events shall constitute an event of default. The occurrence of event of default shall lead to consequences as follows:
 - If the Agency fails to start the works/services on the specified date and time, fails to deliver services as per Scope of Work Section-6: Special Conditions of Contract, repudiates the Contract before the expiry of such period, does not make the mandatory payments like EPF, ESIC and other liabilities if any, becomes bankrupt or insolvent, goes into liquidation.
 - The total penalty and LD amount shall be calculated for all defaults for every month and same shall be deducted from the payment. However, if the penalty amount is more than 10% of total bill amount for three consecutive months, it shall constitute an event of default.
 - If the performance of the Agency is found to be unsatisfactory.
 - If at any stage during the period of the Contract any case involving moral turpitude is instituted in a court of law against the Agency or his employees.

II. Termination upon occurrence of Event of default

- I. In case of occurrence of Event of default as mentioned in RFP, the Client shall issue notice related to Event of default by the Agency. The Agency shall be required to submit its response in writing within 15 days of issue of notice.
- II. In case of non-mitigation of reasons of default/ non-responsiveness or unsatisfactory response from the Agency within the stipulated timeline, the competent authority of the Client may at its discretion, terminate the Contract either in part or full of the total services provided by issuing a termination order. The Client shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be.
- III. Upon receipt of order of termination, the Agency shall immediately:
 - a) Remove his/her manpower deployed on performance of services pertaining to the Contract.
 - b) cease all further work, except for such work as the Client may specify in the notice of termination for the sole purpose of protecting that part of the facilities already executed, or any work required to leave the site in a clean and safe condition.
 - c) Remove all Agency's equipment from the site, repatriate the Agency's and its

subcontractors" personnel from the site, remove from the site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition;and

- d) Deliver to the Client the parts of the facilities executed by the Agency up to the date of termination.
- e) to the extent legally possible, assign to the Client all right, title and benefit of the Agency to the facilities as of the date of termination, and, as may be required by the Client; and
- f) Deliver to the Client all non-proprietary drawings, specifications and other documents prepared by the Agency as at the date of termination in connection with the facilities.

III. Termination for convenience

- I. The Client shall be entitled to terminate the Contract without assigning any reason thereof at any time of their convenience, by giving order of such termination. The termination shall be effective after thirty (30) days from date of receipt of order of termination by Client. In such event, the Client shall not be responsible for payment of any compensation, whether in contract or otherwise. The Client shall not indemnify or compensate for any loss caused to the Agency by such terminations, whatsoever it may be.
- II. In the event of issue of order of termination, the conditions as per RFP shall be applicable.

IV. Effect of Termination

- I. The Agency shall not be entitled for compensation to any loss which they it may incur in this regard.
- II. The Client shall recover from the Agency all applicable penalties as per provisions mentioned under Special Conditions of Contract
- III. The Contract Performance Guarantee submitted by the Agency shall be invoked and amount so realized shall be forfeited by the Client, as a reasonable pre-estimate of the losses which have occurred to the Client due to non-performance of the Agency.
- IV. In case Contract with the Agency is terminated, the Agency appointed for similar work in any Government IVRS - Call Center shall be asked to take over the entire work of the Contract. In this case, the works/ services awarded to the new Agency shall be at the risk and cost of the old Agency (except when Contract has been terminated for convenience) whose Contract has been terminated.
 - In case the remaining period of the Contract is less than or equal to 12 months, the incumbent Agency shall operate for the remaining period of the old Agency.
 - In case the remaining period of the Contract is greater than 12 months, the incumbent Agency shall operate only for a maximum period not exceeding 12 months of the old Agency. The incumbent agency shall not be allowed any extension of Contract beyond the period of 12 months. This clause is applicable in the extension period of the Contract.
 - Other terms and conditions of the works shall be same as applicable for such incumbent Agency in its original area of operation. However, notwithstanding anything to the contrary mentioned above, the liability of the Agency whose

Contract has been terminated towards risks and costs, shall not exceed an amount equal to 10% of the Original Contract value of terminated Contract.

H. Confidentiality of data or information

- I. It is a condition of this Bid that the information provided herein is for the purpose of enabling prospective bidders to submit proposals to the Client. It may neither be used in any other context nor revealed to any other party not directly involved in the submission of a proposal in accordance with the terms of the specification.
- II. Information relating to examination, clarification, evaluation and comparison of bids and recommendations for award of Contract shall not be disclosed to bidders or any other person not officially concerned with such process. Any effort by a bidder to influence the processing of bids or award decision may result in the rejection of bidder's bid.
- III. Successful bidder shall be required to sign an undertaking that complete confidentiality shall be maintained and the data available with him will not be shared with any other person.

I. Subletting

- I. Subletting of work shall not be allowed under any circumstances.
- II. Agency shall not be allowed to undertake IVRS - Call Center operations including complaint handling, logging of complaint, follow-up etc., from any other premises apart from Client's premises.

J. Adherence to Bihar Purchase Preference Policy – 2024

As per the clauses mentioned in the BPPP-2024 effective from 7th August 2024

8. Annexures

Annexure I: Bid Letter Form

(on the letter head of the bidder)

Date _____

Co-operative Department, Government of Bihar,
2nd Floor, Vikas Bhawan, Pin Code – 800015

Dear Sir,

Reference: Request for proposal for Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department

- 1) Having examined the RFP documents, I/We, the undersigned, offer to provide the services outlined in the RFP as required by << Cooperative Department >>
- 2) We meet the eligibility requirements as set out in the RFP documents.
- 3) I/We undertake, if our proposal is accepted, to adhere to the stipulations put forward in the RFP and addendum/corrigendum (if any) agreed between us and << Cooperative Department>>
- 4) I/We agree unconditional acceptance of all the terms and conditions set out in the RFP documents. I/We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to << Cooperative Department>> is true, accurate, and complete.
- 5) It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign any document, which may be required in this connection.
- 6) I/We also understand that bids shall remain valid for a period of 180 days, from the date of opening of technical proposal.
- 7) I/We shall observe confidentiality of all the information passed on to us in course of the tendering/bidding process and shall not use the information for any other purpose than the current tender.
- 8) I/We also understand that << Cooperative Department >> is not bound to accept the offer either in part or in full. If << Cooperative Department >> rejects the offer in full or in part << Cooperative Department >> may do so without assigning any reasons thereof.

Dated this _____ Day of 2024.

Authorized Signature [In full and initials]
(in the capacity of)

Duly authorized to sign the RFP Response for and behalf of:
(Name of the Company) (Seal/Stamp of bidder)
Address for Correspondence

Annexure II: No Deviation Certificate(on the letter head of the bidder)

Date:

To,

Co-operative Department, Government of Bihar,
2nd Floor, Vikas Bhawan, Pin Code – 800015

Dear Sir,

I/We understand that any deviation/exception in any form in our bid/proposal against the RFP dated _____ may result in rejection of our bid/proposal. I/We, therefore, certify that we do not have any exception/deviation of the RFP clauses anywhere in the bid/proposal and we agree that if any deviation is mentioned or noticed, our bid/proposal may be rejected.

Yours faithfully,
(Signature of Authorized
Signatory)Name:
Designation:
Company Seal:

Note: This “No Deviation Certificate” should be written on the letter head of the bidder duly signed and stamped with date by a person competent and having authorized power to bind the bidder.

Annexure III: Technical Proposal Letter
(on the letter head of the bidder)

TECHNICAL PROPOSAL SUBMISSION LETTER

Date: _____

To,

Co-operative Department, Government of Bihar,
2nd Floor, Vikas Bhawan, Pin Code – 800015

Subject: Request for proposal for Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department.

Dear Sir,

I/We, the undersigned, offer to undertake the assignment of IVRS - Call Center, in accordance with your RFP document dated _____

I/We hereby submit my/our Technical Proposal for the same.

I/We understand that << Cooperative Department>>, is not bound to accept the proposal received in response to this RFP dated _____

Yours Sincerely,

Signature:

Name of Bidder:

Address:

Annexure IV: Format of Technical Proposal
FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL
(Proposal must be indexed and each page numbered)

A. General Eligibility criteria

SI	Particulars	Attached in Page no. of Proposal
1.	Name of Bidder	
2.	Full Address	
3.	Contact Details (Tel. No./ Fax/E-mail)	
4.	Date of Establishment of Entity (enclose evidence)	
5	Power of Attorney	
5.	Organization Type (Details & enclose Certificate)	
6.	PAN Details (bidder)	
7.	GST Registration Details (bidder)	
8.	ESIC registration	
9.	EPFO registration	
10.	Udyog Aadhaar Number (If Applicable)	

B. Eligibility Criteria

S.N.	Particulars	Attached in Page no. of Proposal
1.	Prescribed tender fees	
2.	Prescribed EMD fees	
3.	Registration details EMD fees, Bank Guarantee	
4.	MoA/Work orders indicating years of experience and nature of activity / services provided	
5.	Work orders and/or Agreement copy for IVRS - Call Center operations for at least two (02) Govt. organization. Govt. Departments / Central, State PSUs/PSBs)/Telecom service providers or listed private companies/firms of at least 5 personnel for a duration of 1 year.	
6.	CA certificate mentioning turnover from IVRS - Call Center activities for each of the 03 Financial Years (FY 2021-22, 2022-23 and 2023-24).	
7.	Balance sheet for FY 2023-24 along with CA certificate for net worth as on 31st March 2024	
8.	Copy of ITR for the last 3 Financial years (FY 2021-22, 2022-23 and 2023-24)	
9.	Affidavit on INR 1000 stamp paper for Non- blacklisting	
10.	Signed copy of RFP along with any corrigendum, if issued.	

Annexure V: Format of Non-backlisting

The following Undertaking must be submitted by the bidder on non-judicial stamp paper worth INR 1000/- duly notarized

Date: _____

To,

Co-operative Department, Government of Bihar,
2nd Floor, Vikas Bhawan, Pin Code – 800015

“Regarding Blacklisting/Debarring of the firm”

- 1) We hereby undertake and submit the declaration that our firm is not debarred / blacklisted by any Govt. Departments (Central/State/PSUs/PSBs) till date.
- 2) We do not have any legal, civil, criminal, taxation and other cases pending against us that may have an impact affecting or compromising the delivery of services required.
- 3) In case, at any stage if the above declaration is found false or incorrect, the Cooperative Department shall be free to take any punitive / legal action against us, as may be deemed fit, which shall be acceptable / binding on us, and the consequences shall be to our account.

Place:

Signature of Tenderer
Name in Full

Date

Designation/ Status in The Firm
Company Seal

Annexure VI: Format of Financial Proposal

(Bidders need to submit the financial proposal in the given format)

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Commercial Bid for Selection of Agency for Establishment, Operations and Maintenance of IVRS - Call Center for Co-operative Department

Sl	For setting IVRS – Call Center from 6:00 AM to 10:00 PM operations	Unit	Annual Cost (in INR)
1	Team Leader cum Manager	1	
2	Supervisor cum IT support	1	
3	Call Center Agents	6	
Total (In INR) excluding GST			

Note:

- 1. (IVRS – Call Center/facility must have following computer, software, Dialer, ACD/Phone, Server/Exchange, USB headset with noise-cancelling mic, UPS, Switches L2 24 Ports, Networking in IVRS - Call Center (LAN), Attendance system (Biometric), Internet, Rent, Electricity and Admin cost)***
- 2. The bidder shall indicate the price per resource including the system and other peripherals as a bundled pricing for single agent with required hardware & software systems***
- 3. Above rates are exclusive of GST.**
- 4. Important Instruction for the Bidder:**
 - 1) The bidder shall indicate the prices in Indian Rupees only.
 - 2) Bids shall remain valid for a period of 180 days, from the date of opening of technical proposal.

ANNEXURE VII: CURRICULUM VITAE FORMAT

1)	Name of Staff [Insert full name]:																
2)	Name of entity [Insert name of firm proposing the staff]:																
3)	Date of Birth:																
4)	Nationality:																
5)	<div>Education</div> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 35%;">Educational qualification</th><th style="width: 15%;">Year</th><th style="width: 20%;">Specialization</th><th style="width: 30%;">College/university</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> <p>Please mention starting with the Highest qualification and in reverse order.</p>		Educational qualification	Year	Specialization	College/university											
Educational qualification	Year	Specialization	College/university														
6)	Membership of Professional Associations:																
7)	Training and Certifications																
8)	<div>Language Proficiency:</div> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 25%;">Language</th><th style="width: 20%;">Speaking</th><th style="width: 20%;">Reading</th><th style="width: 35%;">Writing</th></tr></thead><tbody><tr><td>English</td><td> </td><td> </td><td> </td></tr><tr><td>Hindi</td><td> </td><td> </td><td> </td></tr></tbody></table> <p>For each language indicate proficiency: good, fair, or poor</p>		Language	Speaking	Reading	Writing	English				Hindi						
Language	Speaking	Reading	Writing														
English																	
Hindi																	
9)	<div>Employment Record</div> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 15%;">Name of Employer</th><th style="width: 30%;">Period: Start (Month/Year) to End (Month/Year)</th><th style="width: 15%;">Designation</th><th style="width: 15%;">Location</th><th style="width: 25%;">Roles and responsibilities</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr></tbody></table> <p>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving details for each employment]</p>		Name of Employer	Period: Start (Month/Year) to End (Month/Year)	Designation	Location	Roles and responsibilities										
Name of Employer	Period: Start (Month/Year) to End (Month/Year)	Designation	Location	Roles and responsibilities													
10)	Detailed Tasks Assigned in IVRS - Call Center related activities																
11)	Work Undertaken that Best Illustrates capability to Handle Tasks Assigned																

Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed]

- (i) Name of assignment or project:
- (ii) Year:
- (iii) Location:
- (iv) Client:
- (v) Main project features:
- (vi) Positions held:
- (vii) Activities performed:

Date:

Signature

ANNEXURE VIII: Proforma of Bank Guarantee (For Contract Performance)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of _____ (Bidder) submitting the Bid for Selection of agency for establishment, operations, and maintenance of IVRS – Call Center for Co-operative Department, Govt. of Bihar, in response to the RfP Notice issued by Cooperative Department, Govt. Of Bihar vide Tender No. _____, Dated: _____ and _____ being a bidder, required to deposit Bank Guarantee as per the terms of the RfP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay **“Registrar, Cooperative Societies, payable at Patna, Bihar** (hereinafter referred to as “Procurer”) at Patna, Bihar forthwith on demand in writing from **“Registrar, Cooperative Societies, Cooperative Department, Government of Bihar** any amount up to and not exceeding Rs. _____/- (Rupees _____ only), on behalf of _____ (Bidder).

This guarantee shall be valid and binding on this Bank up to and including _____ and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

The Guarantor Bank hereby agrees and acknowledges that the Procurer shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit

Our liability under this Guarantee is restricted to Rs. _____ /- (Rupees _____ only). Our Guarantee shall remain in force until _____. The Procurer shall be entitled to invoke this Guarantee until _____.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the Procurer to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the Procurer shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against Bidder, to take any claim against or any demand on Bidder or to give any notice to the Bidder to enforce any security held by the Procurer or to exercise, levy or enforce any distress, diligence, or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the Procurer and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ /- (Rupees _____ only), and it shall remain in force until _____ with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For _____ (Insert name of the Bank)

Banker's Stamp and Full Address. Dated this _____ day of _____

ANNEXURE IX: DRAFT CONTRACT

(On Stamp paper as per appropriate value of contract as per Stamp Act)

Agreement Made this ___ day of _____

Between

_____ having its address at _____ (hereinafter called "the Service Provider" or "Contractor") of the one part and, Cooperative Department having its address at _____ ("hereinafter called Client") of the other part.

WHEREAS the contractor has submitted offer for Selection of Agency for Establishment, Operations and Maintenance of IVRS – Call Center at _____ as per the terms and conditions mentioned in the tender document. Whereas such offer has been accepted and the contractor has deposited the Performance Bank - Guarantee (PBG) of 10% of the annual contract value i.e., the sum of Rs. _____ (Rupees only) as security for the fulfilment of this Agreement.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

- 1) The contractor has accepted the contract on the terms and conditions set out in the tender notice no. dated. The tender document will form a part of the Contract Form.
- 2) Upon breach by the contractor of any of the conditions of the agreement, Cooperative Department may issue a notice in writing, determine to put an end to this agreement without prejudice to the right of Cooperative Department to claim damages for antecedent breaches thereof on the part of the contractor and also to reasonable compensation for the loss occasioned by the failure of the contractor to fulfill the agreement as certified in writing by Cooperative Department which certificate shall be conclusive evidence of the amount of such compensation payable by the contractor to the Cooperative Department
- 3) This agreement shall remain in force until the expiry of 36 months from the date of signing of agreement but Cooperative Department may cancel the contract at any time upon giving one month's notice in writing. The agreement can be extended one year at a time, for a period of maximum 5 years upon satisfactory performance by the Contractor on mutually agreeable terms or as deemed by the client.
- 4) Notices in connection with the contract may be given by Cooperative Department
- 5) Cooperative Department is also entitled to recover the cost of failure to meet the Service Level Agreement (SLA) from the payments to be made to the Contractor.
- 6) In consideration of the payments to be made by Cooperative Department to the Contractor as hereinafter mentioned the Contractor hereby covenants with Cooperative Department to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract and the Tender.
- 7) Following documents shall form part of the agreement:
 - (a) Request for Proposal (RFP) Document along with complete scope of work and all

annexures,GCC and SCC.

(b) Minutes of Pre-bid meeting and subsequent corrigendum, if
any Dated thisday of2024 at
.....

Cooperative Department M/s _____

.....
.....(Signature)	(Signature)
.....
.....(Name)	(Name)
.....
.....(Official Address)	(Official Address)

Witness 1:

.....
.....(Signature)	(Signature)
.....
.....(Name)	(Name)
.....
.....(Official Address)	(Official Address)

Witness 2:

.....
.....(Signature)	(Signature)
.....
.....(Name)	(Name)
.....
.....(Official Address)	(Official Address)

ANNEXURE X: NON-DISCLOSURE AGREEMENT (NDA)

Ref. No.

Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till years from the date of work order, and is made by and between Cooperative Department herein referred to as 'DISCLOSING PARTY' whose address is _____ and M/s.

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors, and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know- how“, new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

- 1) **Purpose of Disclosure.** Disclosing party is disclosing the Confidential Information to Recipient for Recipient to evaluate the possibility of using disclosing party's services like IVRS - Call Centers/Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.
- 2) **Confidentiality Obligations of Recipient.** Recipient hereby agrees:
 - a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.
 - b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written

consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request of disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

c) Recipient shall use Confidential Information only for the purpose of evaluating

Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3) **Exclusions:** None of the following shall be "Confidential Information":

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party.
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public.
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4) **Remedies.** Recipient acknowledges that disclosing party's Confidential

Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged

circumventor does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

- 5) **No Rights Granted to Recipient.** Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6) Miscellaneous Provisions:

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.
- (b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.
- (c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.
- (d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.
- (e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of **Patna, Bihar**
 - i. Any or all disputes arising out or in connection with this agreement shall so far as be possible be settled amicably between the parties within a period of thirty days from such dispute(s) arising.
 - ii. However, failing such amicable settlement all disputes and differences out of the construction of or concerning anything contained in or arising out of or in connection with this agreement as to the rights, duties or liabilities arising it, to the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of Arbitration and Conciliation Act 1996 and its all amendment.
 - iii. It is agreed that each party shall appoint one arbitrator and the third arbitrator from the same business.
 - iv. The appointment of arbitrators shall be done within a period of three months from the date of receipt of notice from the aggrieved party requesting to refer the matter to arbitration in case amicable settlement fails.
 - v. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.
 - vi. The arbitral proceedings shall be conducted in English, both parties shall be bound by the

award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.

vii. The venue of arbitration shall be **New Secretariat, Patna**

- (f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of

Cooperative Department

Signature:

Name:

Designation with seal:

Date:

Signed on behalf of

=====

Signature:

Name:

Designation with seal:

Date

Annexure XI - Format for showcasing eligibility for Bihar Purchase Preference Policy

The following supporting documents would be required from regional interested firms to avail the benefits of the Bihar Purchase Preference Policy- 2024.

1. Valid Udyam Registration - Provide details of the registration and relevant documents
2. GST payment details of at least last one year – Provide relevant document
3. At least 50% workforce from Bihar – Provide on HR letter head

In case a firm fulfills all the above-mentioned criteria's and provides the valid proofs for the same they will be eligible for the preferences as per the policy