REQUEST FOR PROPOSAL (RFP)

Selection of Agency for Providing Cash Collection ServicesforProhibition, Excise & Registration Department,Government of Bihar

Tender No: Cash Collection Services/Registration/2023/03
Dated: 28/03/2023

Department of Prohibition,Excise and Registration
Government of Bihar

1 Introduction

1.1 The Department of Prohibition, Excise and Registration, Government of Bihar invites bids from eligible agencies(including banks) for providing cash collection services for Sub-Registrar and District Registrar offices ofthe Department of Prohibition, Excise and Registration. The contract shall be for a period of 3 years, extendable to 5 years.

1.2 All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 30,00,000 (Thirty Lakhs only) in the form of Bank Guarantee in favor of Excise Commissioner Cum I.G. Registration, Account Number – 922020004238912, Branch Name – AXIS Bank Limited Raja Bazar, payable at Patna. Bids submitted without adequate EMD will be liable for rejection.

1.3 The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL #	Information	Details
1.	RFP No. and Date of availability	Cash Collection Services/Registration/2023/03 Available for download from 28 Mar 20234:00 PM onwards till 12 April 2023 4:00 PM
2.	Last date for submission of written queries for clarifications	30/03/2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	31/03/2023, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	03/04/2023, 5:00 PM
5.	Last date of submission of bid	12/04/2023, 4:00 PM
6.	Opening of Technical Bids	12/04/2023, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Manoj Kumar Sanjay AIG, Registration email: excise-bih@nic.in

3 Objective of This RFP

The Department of Prohibition, Excise and Registration, Government of Bihar invites bids from eligible agencies for providing cash collection services for Sub-Registrar, District Registrar offices across state of Bihar of Department of Prohibition, Excise and Registration for a period of 3 years.

4 Project Background

Bihar having an agrarian economy, possession of land poses a very important dimension in the social fabric. Registration of properties including land is crucial as it gives legitimacy to deeds. The Prohibition, Excise & Registration Department functions as a trusted record keeper for the citizens of Bihar by registering various documents related to transfer of property, incorporation of society and Firms etc. System for Computerized Registration (SCORE) was introduced in all the registration offices across the state of Bihar from 2005 onwards to computerize the registration process as a conscious effort to introduce transparency and reduce scope for malpractices.

Department of Prohibition, Excise and Registration through its Sub-Registrar Offices & District Registrar Offices facilitate deed registration and many other registration services through SCORE under Registration Act & Rules and collecting Stamp Duty as well registration fees against these services as per State Government rules.

Department of Prohibition, Excise & Registration is engaged delivering registration services and collection of stamp duty against sale/purchase of properties. The Department collects Stamp Duty and Registration fees through 137 Sub-Registrar Offices and District Registrar offices in various districts across Bihar. The list of SROs, DROs is mentioned in Annexure-1.

5 Scope ofwork: -

The scope of services for the selected bidder is as follows.

1. The Department of Prohibition, Excise & Registration provides registration services and collection of stamp duty against sale/purchase of properties across Bihar. The expected revenue/collection from stamp duty and other associated services, through 137 Sub-Registrar Offices (SRO) and 38 District Registrar Offices (DRO), is around INR 6500 Crore.
2. The selected agency shall provide cash collection services from all 137 SROs/DRO and deposit the same with authorized bank on the same day. The number of SROs and DROs is indicative and may increase or decrease as may be decided by the Department from time to time.
3. The cash collection agency shall provide services of picking up cash from the SROs, DROs or from collection point for depositing the same at Collection Account of respective SROs/DROs maintained with Bank. The agency shall be liable for any act or omission for their non-performance.

4. The cash collection activities are to be performed strictly as per prevailing guidelines issued by the Government/RBI and as applicable.
5. The cash is to be collected from the SROs/pick-up locations on twice in a day basis on all working days of the month.
6. Collected cash should be deposited in the authorized bank within 1 hour of collection of cash or latest before closure of banking hours on the day of collection of cash.
7. The selected collection agency shall provide cash chest at all SROs/DROs and shall install it at safe premises in consultation with SROs/DROs at all locations.
8. The selected cash collection agency will deploy Pickup personnel, vehicle and gunman as demanded by SROs/DROs for safe movement of the cash.
9. The tentative requirement of pickup manpower/gunman shall be provided with selected agency after award of the contract. Moreover, it is pertinent to mention here that at-least one vehicle per location with 5 manpower/gunman is required for same movement of cash from SROs/DROs to authorized bank.
10. Department of Prohibition, Excise & Registration shall ensure to provide authorized bank within same city/location close to SROs/DROs for easy transportation of cash
11. The selected cash collection agency will be required to get the cash insured during transit. The insured amount shall be equivalent to the amount collected from SROs/DROs.
12. Security measures as per prevailing norms of Government/RBI should be deployed by the Cash Collection Agency.
13. Department of Prohibition, Excise and Registration will also give the agency an authorized Address for Pick-up of cash. The cash is to be counted at the handing over location.
14. The cash collection agency will arrange cash counting machine required for counting of cash.
15. The Negative difference between cash collected from shop and that deposited in bank will be recovered from the Cash Collection Agency as per cash deposit report or cash shortage report generated from the system.
16. The bank acknowledged deposit slip will be in three copies and one copy is to be delivered to the SROs for audit and other copy to the District Office or Department of Prohibition, Excise & Registration.
17. In the event of cash shortage or loss of entire cash due to any theft, robbery in transit or such other unforeseen circumstances, the same is to be deposited and credited to SROs/DROs or Department of Prohibition, Excise and Registration account within 2 working days by cash collection agency. In case of failure in doing so, the cash shortage or loss amount will be forfeited from the security deposit of cash collection agency. Cash collection agency will be required to top up security deposit amount equivalent to amount forfeited/recovered in case of loss or shortage of cash deposit as mentioned above
18. Department of Prohibition, Excise and Registration will issue requisite form and for subsequent addition of location or authorized personnel and issue instruction(s) through written request as per the convenience of the Department.

19. The representative of cash collection agency may reserve the right to disallow cash pick-up of those currency note(s) which are not bundled and/or does not bear the Department of Prohibition, Excise and Registration/SRO/DRO paper seal and signature of Department of Prohibition, Excise and Registration authorized employee who has counted and verified the cash and made the bundles.
20. The cash collection agency will count the entire collection of currency notes and wherever deems fit take the assistance of the note counting machine(s) to be installed in SROs/DROs
21. The cash pickups will be accepted in denominations of Rs10/-, Rs 20/-, Rs 50/-, Rs100/-, 200/-, Rs 500/- and Rs 2000/- or any other note in circulation. Coins will also be accepted.

6 Process Related to Cash Collection & Cash Deposit

6.1 Cash Collection Process

1. The process of Cash pick-ups shall be applicable for 100% cash available at SROs/DROs of Department of Prohibition, Excise and Registration

2. Department of Prohibition, Excise & Registration shall merge all the cash (denomination wise) into bundles and prepare the summary slip for entire cash to be picked up. The bundles should be counted and then lifted.

3. The cash will be counted at the pickup point before lifting. In case of dispute the decision of Sub-Registrar or District Registrar of respective SRO/DRO will be final and binding for the cash collection agency

4. Cash collection agency will provide an IT platform for verification of the personnel deployed for cash collection

5. The pickup personnel after visiting the designated SROs/DROs for cash collection will initiate cash collection in the mobile app to be provided by cash collection agency. On initiation the Sub-Registrar or Authorized representative of SRO will receive OTP for verification. The OTP will be entered by the pickup personnel; on acceptance of the OTP the APP will allow cash collection

6. The pickup personnel will enter the amount received from SRO/DRO and will upload.

7. The deposit slip will be handed over to the Pickup personnel by SRO/DRO

8. The pickup personnel will deposit the cash in the account of SRO/DRO at authorized bank and will handover the deposit slip to the Sub-Registrar/District Registrar

9. The cash collection agency will keep record of the cash collection and will produce the cash collection report as when desired by Department of Prohibition, Excise & Registration or any agency authorized by the Department of Prohibition, Excise & Registration

6.2 Cash Deposit Process

1. The cash collection agency shall deposit the cash in the bank account within one hour of collection of cash or before closure of banking hours on the same day of cash collection, the cash along with summary slip and all copies of triplicate Cash deposit slip at specified bank branch.

2. The entire cash verification process shall be done under continuous video recording which will be ensured by cash collection agency

3. Cash collection agency shall retain one copy of deposit slip & hand over the remaining one acknowledged copy to the Department of Prohibition, Excise & Registration and one at the Cash Collection center i.e. SRO/DRO for audit purpose
4. The entire cash collection will be executed in Bags for each SROs/DROs

NOTE: Shortages / fake notes in the sealed bag will be the responsibility of the cash collection agency

6.3 MIS Reporting

The selected cash collection agency will provide daily MIS of all SROs/DROs collections' to the Department of Prohibition, Excise & Registration or any other authorized agency, in the format desired by the Department, latest by 11.00 am of the next working day. It shall also provide daily SRO/DRO wise MIS to all the respective SRO/DRO before 11.00 am of the next working day.

6.4 Vaulting Facility

While best efforts are to be made by the appointed agency to deposit the cash collected from the SROs/DROs at the designated branch of the Bank, under following circumstances vaulting facilities will have to be provided by the selected Agency:

1. Where the SROs/DROs made a request for cash pick-up in the evening hours
2. Due to unforeseen circumstances as a result of which the deposit is not made at the branch of the designated bank on the same day
3. Prior arrangement consented by parties concerned for any particular SROs/DROs

Besides above, where an agency accepts and picks up cash from all SROs/DROS twice a day with a pre-condition to deposit the same to the designated bank on the same day without fail. In case of unforeseen circumstance or non-deposit of cash on same day the entire cash has to be vaulted at the Agencies Location.

6.5 Mutilated/fake notes detection training

The selected agency shall provide training to their agents/employees to detect fake/mutilated currency notes.

7 Other Important Terms & Condition for Cash Collection Agency

1. Cash should be transported only in the owned / leased security cash vans of the Cash Collection Agency. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments
2. The passenger compartment should accommodate two custodians and two-armedsecurity guards (gunmen) besides the driver
3. No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The cash collection agency should also furnish the list of its employed gunmen to the police authorities concerned
4. Each cash van should be GPS enabled and monitored live with geo-fencingmapping with the additional indication of the nearest police station in the corridor foremergency

5. Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as tobecome predictable.Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies (Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to
6. Safe and secure premises of adequate size for cash processing / handling and vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents. The Bidder has to provide a list of Vaulting Centers in Bihar alongwith the Bid
7. All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors
8. Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case
    1. SRO/DRO and Department data should be kept highly secure. The data to be stored in such a manner as to facilitate enquiry and report generation simple and quick
    2. As such, the cash collection Agency has to provide the following at the time of Execution of Initial Service Level Agreement (SLA) and at the time of renewal of agreement:
        - Indemnity Against Cash losses
        - Vault Fitness Certificate
        - Security Guards Fitness Certificate
        - List of Pan Bihar Vaults with their capacities and insured values
        - A letter certifying that the insurance policies obtained for Vaults are adequate, valid and in force and an undertaking to renew of the same timely

2 Service Level Requirement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the Department for the duration of this contract.

The Department or its nominated agency will regularly review the performance of the services being provided by the selected bidder/agency and impose penalties if any deficiency is found in the services.

#.	SLA Parameter	Service Levels	Penalty
1.	Timely Collection from SROs/DROs	Twice in a day from all SROs/DROs on all working days except Sundays or Declared holidays	• After the confirmation of the date of commencement of service by the selected agency for SROs/DROs under Department of Prohibition, Excise & Registration, in case of default on the part of the selected cash collection agency to provide cash pickup service at the specified location of any of the SROs/DROs on two occurrences during the month, without any prior intimation andjust if able reason, **the selected agency will be liable to pay a penalty of 5% of the monthly project cost.** • Under circumstances, if such occurrences are consecutive for more than three days, the selected agency shall be liable to pay an additional penalty of Rs. 20,000/- per day over and above the above-mentioned charges
2.	Cash Deposit Service	Within an hour of same day of cash collected or before closure of banking hours on the day of collected (D+0 days)	• The selected cash collection agency has to collect cash from each SRO/DRO twice on all working days. In case the cash is collected but not deposited as per terms and condition on any day from SRO/DRO then the cash collection agency will have to pay

			a penalty @ 18% per annum of the amount not deposited as per delay in deposit Penalty Shall be calculated as per below formula **Penalty for non-deposition of Cash (for every single instance) = (Amount of cashnot deposited X No. of days of delay X 18 percent)/365**

Note: Amount of penalty will be deducted from monthly payment to Cash Collection Agency. Department of Prohibition, Excise & Registration reserve the right to ask cash collection agency to deposit penalty amount to Department account within week time of default.

9. Payment Terms

1. The Cash Collection Agency shall prepare monthly bills in triplicate and submit on or before by 10th of each month for works done in previous month. Agency shall be responsible to submit the bills, which are prepared accurately, and giving all details to facilitate early payment as below.
    - The detail MIS of SROs/DROS in which cash collection done in the concerned month is to be enclosed along with Bill
    - The details of Collection in SROs/DROs on daily basis and details of deposit in bank with proof
2. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
3. All remittance charges will be borne by the selected bidder.
4. In case of disputed items, the disputed amount shall be with held and will be paid only after settlement of the dispute.
5. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
6. Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

10. Insurance

The bidder shall maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, cash in transit, cash collected by kept in safe vault by cash collection agency due to unforeseen circumstances etc. and submit the list of all the insured items to Department Of Prohibition Excise & Registration, Government Of Bihar prior to the start of operations. Bidder shall take and keep effective all the insurances during the period of the Contract.

11. Inspection

1. Department of Prohibition Excise & Registration, Government of Bihar or its duly authorized representative shall at all reasonable time have access to the bidder's premises and shall have the power at all reasonable time to inspect and examine the materials, vaults facility, cash vans, safety/security measure available etc.
2. The selected bidder shall furnish complete address of the premises of his office, vault locations, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose

12. Confidentiality

1. Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties. These restrictions will not apply to any information which:
   - is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
   - is acquired from a third party who owes no obligation of confidential in respect of the information; or
   - is or has been independently developed by this recipient or was known to it prior to the receipt.
2. Notwithstanding Clause (1) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause (ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.
3. Without prejudice to the foregoing provision of this Clause above bidder may cite the performance of the services to clients and projective clients as an indication of its experience.
4. The bidder shall not, without State prior written consent, disclose the commercial terms of this work order to any person other than a person employed by the bidder in the performance of the work order.

5. The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is earlier.

13. Indemnification

1. The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.
2. The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.
3. The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.
4. The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.

14. Termination and Blacklisting:

1. The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.
   - If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
   - If the vendor becomes insolvent or goes into compulsory liquidation
   - If the vendor, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
   - If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.

- If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
- If the vendor fails to provide Quality services as envisaged under this Agreement. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the work.
- Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
- Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.
Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

2. Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

3. Termination Payments:- These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may en cash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

4.Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

5.**Foreclosure with Mutual consent: -**

i. Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
ii. Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
iii. In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.

iv. Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations under this Agreement.

v. For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.

b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

15. Fraud or Corrupt Practices

1. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Prohibition, Excise and Registration department, Government of Bihar may reject a bid, withdraw the LOI/WO, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

2. Without prejudice to the rights of the DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI/WO or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI/WO or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by the DEPARTMENT to have directly or

through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

3. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

i. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
ii. "fraudulent practice" means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
iii. "coercive practice" means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Department of Prohibition, Excise and Registration, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. Dispute Resolution

1. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
2. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
3. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
4. Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
5. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
6. Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the

arbitration as per the Arbitration Act. All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.

7. The Arbitral award shall be final and binding on both the parties.
8. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

17. Liquidated Damages

1. The liquidated damage is an estimate of the loss or damage that Department may have suffered due to non-performance of any of the obligations (under the terms and conditions) or delay in performance during the contract relating to activities agreed to be undertaken by the Bidder.

2. If the bidder fails to deliver the Solution or to perform the services within the time period(s) specified in the contract, Department shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 5% of the contract price for the respective location for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price for the respective location. Once the maximum is reached, Department may consider termination of the contract.

3. Performance of services shall be within the norms specified in the Service Level Agreement (SLA) forming a part of the contract. In case bidder fails to meet the above standards of maintenance, there will be a penalty as specified in the SLA.

18. Exit Management

18.1 1Purpose

1. This sets out the provisions, which will apply on expiry or termination of the CONTRACT, the Project Implementation, Operation and Management SLA.
2. In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
3. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

18.2 Transfer of Assets

1. *DEPARTMENT* shall be entitled to serve notice in writing on the successful bidder at any time during the exit management period as detailed hereinabove requiring the successful bidder to provide the *DEPARTMENT* with a complete and up to date list of the Assets within 30 days of such notice. *DEPARTMENT* shall then be entitled to serve notice in writing on the successful bidder at any time prior to the date that is 30 days prior to the end of the exit management period requiring the successful bidder to sell the Assets, if any, to be transferred to *DEPARTMENT* at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

2. In case of contract being terminated by *DEPARTMENT*, *DEPARTMENT* reserves the right to ask successful bidder to continue running the project operations for a period of 6 months after termination orders are issued.
3. Upon service of a notice under this Article the following provisions shall apply:
   - in the event, if the Assets to be transferred are mortgaged to any financial institutions by the SI, the successful bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the <<'State Designated Agency'>>.
   - All risk in and title to the Assets to be transferred / to be purchased by the *DEPARTMENT* pursuant to this Article shall be transferred to *DEPARTMENT*, on the last day of the exit management period.
   - *DEPARTMENT* shall pay to the successful bidder on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
   - Payment to the outgoing successful bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
   - The outgoing successful bidder will pass on to *DEPARTMENT* and/or to the Replacement SI, the subsisting rights in any leased properties/ licensed products on terms not less favorable to *DEPARTMENT* / Replacement SI, than that enjoyed by the outgoing SI.

18.3 Cooperation and Provision of Information

During the exit management period:

1. The successful bidder will allow the *DEPARTMENT* access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the *DEPARTMENT* to assess the existing services being delivered;
2. promptly on reasonable request by the *DEPARTMENT*, the successful bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services.The *DEPARTMENT* shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The successful bidder shall permit the *DEPARTMENT* to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the successful bidder and to assist appropriate knowledge transfer.

18.4 Confidential Information, Security and Data

1. The successful bidder will promptly on the commencement of the exit management period supply to the *DEPARTMENT* the following:
   - information relating to the current services rendered and customer and performance data s in relation to the services;
   - documentation relating to Computerization Project's Intellectual Property Rights;
   - all current and updated data as is reasonably required for purposes of *DEPARTMENT* transitioning the services to its Replacement in a readily available format nominated by the *DEPARTMENT*
   - all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable *DEPARTMENT*, or its

Replacement to carry out due diligence in order to transition the provision of the Services to *DEPARTMENT*, or its Replacement (as the case may be).

- Before the expiry of the exit management period, the successful bidder shall deliver to the *DEPARTMENT* all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the successful bidder shall be permitted to retain one copy of such materials for archival purposes only.

18.5 Employees

1. Promptly on reasonable request at any time during the exit management period, the successful bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the *DEPARTMENT* a list of all employees (with job titles) of the successful bidder dedicated to providing the services at the commencement of the exit management period.
2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the successful bidder to the *DEPARTMENT*, or a Replacement successful bidder ("Transfer Regulation") applies to any or all of the employees of the successful bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

18.6 Rights of Access to Premises

1. At any time during the exit management period, where Assets are located at the successful bidder's premises, the successful bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the *DEPARTMENT* and/or any Replacement successful bidder in order to make an inventory of the Assets.
2. The successful bidder shall also give the *DEPARTMENT*, or any Replacement right of reasonable access to the Implementation Partner's premises and shall procure the *DEPARTMENT* and any Replacement *vendor* rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the CONTRACT as is reasonably necessary to migrate the services to the *DEPARTMENT* or a Replacement *vendor*.

18.7 General Obligations of the successful bidder

1. The successful bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the *DEPARTMENT* or its Replacement *SI* and which the successful bidder has in its possession or control at any time during the exit management period.
2. For the purposes of this Schedule, anything in the possession or control of any *SI*is deemed to be in the possession or control of the successful bidder.
3. The successful bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

18.8 Exit Management Plan

1. The successful bidder shall provide the *DEPARTMENT* with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit

management in relation to the CONTRACT as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

- A detailed program of the transfer process that could be used in conjunction with a Replacement successful bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- plans for the communication with such of the successful bidder's staff, suppliers customers and any related third party as are necessary to avoid any material detrimental impact on the *DEPARTMENT*'s operations as a result of undertaking the transfer;
- (if applicable) proposed arrangements for the segregation of the successful bidder's networks from the networks employed by *DEPARTMENT* and identification of specific security tasks necessary at termination;
- Plans for provision of contingent support to *DEPARTMENT*, and Replacement successful bidder for a reasonable period after transfer.

2. The successful bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
3. Each Exit Management Plan shall be presented by the successful bidder to and approved by the *DEPARTMENT*
4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the SI complying with its obligations under this Schedule.
5. In the event of termination or expiry of CONTRACT, and Project Implementation, each Party shall comply with the Exit Management Plan.
6. During the exit management period, the SI shall use its best efforts to deliver the services.
7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
8. This Exit Management plan shall be furnished in writing to the *DEPARTMENT* within 90 days from the Effective Date of this Agreement.

19. Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder including warranty obligations.

20. Instructions to the Bidders

20.1 General

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.All information supplied

by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

20.2 Compliant Proposals / Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

21. Key Requirements of the Bid

21.1 Right to Terminate the Process

1. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

21.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

21.3 Earnest Money Deposit(EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 30,00,000(Thirty Lakhs only) in

the form of Bank Guarantee issued by anyScheduled bank.

2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. The EMD may before it ed:
   a) If a bidder withdraws its bid during the period of bid validity.
   b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

21.4 Submission of Proposals

1. The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Financial Proposal
2. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
3. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
4. The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

22. Preparation and Submission of Proposal

22.1 Proposal Preparation Costs

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

22.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shallgovern.

22.3 Tender Opening

1. The Proposals submitted up to due date and time will be opened at a date to be notified by

a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

2. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

22.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

22.5 Tender Evaluation for responsiveness

1. Initial bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   - Are not submitted in as specified in the RFP document
   - Are found with suppression of details
   - With incomplete information, subjective, conditional offers and partial offer ssubmitted
   - Submitted without the documents requested in the checklist
   - Have non-compliance of any of the clauses stipulated in the RFP
   - With lesser validity period
2. All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

23. Proposal Evaluation Criteria

23.1 Pre-qualification criteria: -

The Bidder shall fulfill all of the following eligibility criteria independently on date of submission of bid. The objective is to ascertain whether the bidder 's capacity is consistent with the needs of the project. The Pre-Qualification Proposal will be evaluated to verify if the bidder meets the pre-qualification criteria. The bidder shall meet the following criteria to eligible to qualify for next stage.

Note: The bidder shall not engage in subcontracting of any of the services to be provided under the terms of this Contract.

**In case the vendor subcontracts the awarded work to a sub-contractor or outsource the work or part of the work to another firm without the prior consent of the Department, the Department shall forfeit EMD, withdraw LOA, blacklist the bidder for a period of one year from participating in*

the future projects of the Department or may terminate the Agreement.

Sl. No.	Criterion	Supporting Documents to be Submitted
Bidder's General Details		
1	The bidder should be a company registered under Companies Act, 1956. /Partnership Firms Registered under limited liability Partnership Act 2008/ Partnership Firm Registered under Indian Partnership Act 1932. **Consortium Not Allowed**	Copy of Certificate of Incorporation
2	The bidder should be in operation in India in the business of Case Management or Cash Collection Service for the last five years as on 31st March 2022.	Copy of Memorandum & Articles of Association should be attached, and Work orders confirming year and Area of activity
3	Bidder should have average annual turnover of at least Rs. 200 Crores, from the last 3 financial years (FY 2019-20, FY 2020-21& FY 2021-22) from similar services	Copy of Certificate duly signed by Statutory Auditor. Audited accounts as on 31st March 2022.
4	Bidder's Net Worth should be positive in the last 03 financial years (FY 2019-20, FY 2020-21& FY 2021-22) and should be minimum of 100 Crore	Copy of Certificate duly signed by Statutory Auditor. Audited accounts, as on 31st March, 2022
5	Bidder should have handled cash pick-up and transportation for at least one prominent public/private sector scheduled bank or commercial institution at multi-locational level. Bidder should have experience in this activity for a period of minimum 5 years.	Bidder should produce satisfactory performance certificate from the existing Bank / corporate clients.
6	The bidders are required to be in possession of turnkey security transport solutions and appropriate security infrastructure consisting of fleet of armoured vehicles, trained security personnel, Gunmen, vaulting facilities for overnight storage of cash etc.	Certificate from Authorized person

	Note: Department of Prohibition, Excise & Registration shall not provide related infrastructure or manpower for completion of the services to be rendered to the Department	
7	The existing infrastructure of the bidder should be sufficient to cover collection from at least 100 city-wise offices. Bidder should have experience in providing cash pick-up services for at-least 100 city wise offices for any State/Central Government Department/PSUs/Banks or Commercial Institution in last five years	Certificate from client for providing multi-location services and copy of work order showing multi-location cash-pick services and deposit. Client certificate for providing satisfactory services shall also be submitted by bidder
8	Bidder should have at-least 500 Security manpower/gunman on its roll or experience of deployment of at least 1000 trained security personnel /gunman in any Government department (central government / state government / PSU in India)/Nationalized/Scheduled Bank for cash collection services	Certificate from Authorized person in HR Department of the Bidder to be furnished or client certificate for providing similar manpower for cash collection services
9	Bidder should have an office at Bihar. In case, Bidder does not have an office at present, then Bidder needs to submit an undertaking to open an office in Bihar within 30 working days from the date of signing of the agreement.	- Proof of office in Bihar – Leese agreement/ Electricity Bill/ Phone bill/ any other proof - Undertaking on Letterhead signed by the authorized signatory of the Bidder.
10	Agreeable for transit insurance and Agency Cash at Vault insurance be fitting the business requirement. Agency Custodians / employees' Fidelity Insurance.	Self-Declaration
11	The bidder should not under a declaration of ineligibility for corrupt or fraudulent practices and must not be blacklisted by any State Govt./ Central Govt., for any reason, at the time of bid submission.	Bidder should submit the self-certification.

10	The bidder should have a valid Certificates of: - GSTN - PAN, - TAN,	Copy of the certificates

Note:

1. All the documents/ forms, as mentioned above, need to be submitted by the bidder as per the formats given in the RFP in their letter head with proper sign and stamp by the authorizedperson
2. The criteria mentioned above will constitute the preliminary scrutiny and only those bidders complying with them will be eligible for technical evaluation
3. Should have/obtain before commencement of the work the requisite licensesapprovals, certificates from all statutory authorities including MunicipalLabour/ESI Departments etc. valid forminimum of the entire duration of the agreement i.e. 3 (Three) years

1. The bidder needs to comply with all the eligibility criteria mentioned above. Non-compliance to any of these criteria would result in to immediate rejection of the proposal.
2. Thebidderisrequiredtoprovideallsupportingdocumentsagainsteachofthepointsforeligibilityevaluation.Technicalbidnotaccompaniedbyrelevantsupportivedocumentswillnot be considered for evaluation.
3. The Bidders must have all Certifications/registrations (like GST Registration, PAN, TAN, other required Licenses) in order to comply all rules, regulation, acts of the governing /regulatory authorities.

23.2 Technical Evaluation Criteria

1. The following framework shall be used as a guideline for the evaluation of technical bids. The department reserves the right to introduce any other evaluation method or make enhancements in the existing framework as per the requirement.
2. The Tender Committee will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP documents.
3. In order to facilitate the technical bid evaluation, the technical criteria laid down have been presented in the following table. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing above 70% marks in the technical evaluation will only be considered for further Commercial Bid evaluation. Bids, which do not secure the minimum, specified technical score will be considered technically non-responsive and will not be considered for evaluation.
4. Bidders will be evaluated for technical capability to execute the project according to the following criteria:

Sl. No.	Technical Evaluation Criteria/Sub Criteria	Description for Marks	Max Marks
1	**Financials and Past Experience of the Bidder**		

	Bidder should have average annual turnover of at least Rs. 200 Crores, from the last 3 financial years (FY 2019-20, FY 2020-21 & FY 2021-22) from similar services	✓ 200 to 300 crore = 5 marks ✓ 300 to 400 crore = 7 marks ✓ More than 400 crore = 10 marks	10
a.	Bidder should have average tangible net-worth of at least Rs. 100 Crores,	✓ Rs. 100 crores – 4 marks ✓ Rs. 101-125 crores – 6 ✓ Rs. 126-150 crores –8 ✓ Rs 150-200crores – 10 marks ✓ above Rs. 200 crores - 12	12
b.	Experience of the companyduring immediate past 3 years for cash pickupfacility for Banks andCommercial Institutions inIndia	✓ 5 years - 5 marks ✓ More than 5 years each year will get 2 marks maximum upto 10 marks	10
c.	Experience of bidder on delivery of similar services with Scheduled / Nationalized Bank / Financial / Commercial Institutions the past 5years Copy of work order, completion certificate from client	✓ Number of 2 or less projects related to cash pickup and deposit services: 0 Marks Number of 3 projects related to cash pickup and deposit services: 5 Marks ✓ 4 Projects: 7 Marks 5 or more projects: 10 Marks	10
d	Availability of number of Specially fabricated Cash vans with bidders	100 - 4 mark 101-150 - 6 marks >150 - 8 marks	8
e.	Number of Centers/Pickup point/Multi cities/multi location cash collection, transportation and deposit covered presently by bidders/agency in single order or with single client (Banks / Financial / Commercial Institution / State / Central / Government) in last 3 years (Ongoing contract only will be considered for evaluation)	150 locations: 5 Marks 151 to 200 locations: 7 Marks 201 to 250 locations: 12 Marks More than 250 locations	15
f.	Twice in a day pickup or Evening Pick up and Overnight cash handing with vaulting facility	Overnight storage of cash in vault in number of Centres. 10 Center/Facility – 1 mark 10-15 Center/Facility – 2 mark 16-20 Center/Facility – 3	5

		marks 21-25 Center/Facility – 4 marks Above 25 Center/Facility – 5 marks	
g.	Average Number of employees proposed/available per centre (only Pickup executives and Armed Guards)	5 persons – 2 6 persons – 4 7 persons – 6 8 persons – 8 9 & above – 10	10
2.	**Approach & Methodology** **(Mark to be awarded based on the technical documentation and technical presentation)**		
a.	Proposed Approach, Collection, Deposit Plan	Evaluation Committee will evaluate whether the implementation methodology is in line with the requirement. The important parameters being: - Plan for meeting the SLA norms. Availability of cash vault, deposit plan for deposit of cash on same day, availability of backup team and vehicle etc.	20
c.	Earlier experience on execution of similar projects	Showcasing the organizations experience and cash collection, verification & cash deposit methodology through Presentation	
		Total Marks	**100**

All the bidders who secure a Technical Score of 80% or more will be declared as technically qualified

23.3 Financial Bid Evaluation

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

between words and figures, the amount in words will prevail"

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

24. Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

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

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

26.Contract Finalization andAward

a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award &signing.

b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

27. Signing of Contract

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

28. Failure to Agree with the Terms and Conditions of theRFP

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

29 Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility
Form 2: Details of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Letter of Proposal
Form 5: Blacklisting form
Form 9: Project Citation format

Annexure II: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Financial Proposal:

Form 1: Financial Proposal
Form 2: Performance Guarantee

Form 1: Undertaking on Total Responsibility

No. Date:

To

The IG,

Prohibition, Excise & Registration Dept.,

Vikash Bhawan, Bailey Road

Patna – 800001 (Bihar)

Sub: Self certificate regarding Total Responsibility

Ref: RFP/Tender No.:_____ Date:_____

Dear Sir,

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project solution, as per the requirements of the RFP for Selection of Cash Collection Agency for Providing Cash Collection Services for Prohibition, Excise & Registration Department, Government of Bihar.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2:Particulars of the Bidder

Sr. No	Particulars	Details
1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/contact address	
4	Details of Contact person (Name, designation, address etc.)Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm ➢ Government/Public Sector Undertaking propriety firm ➢ partnership firm (if yes, give partnership deed) ➢ limited company or limited corporation ➢ member of a group of companies (if yes, give name and address, and description of other companies) ➢ Subsidiary of a large corporation(if yes give the name and address of the parent Organization) If the company is Subsidiary, state what involvement if any, will the parent company havein the project.	
10	Number of years of experience	
11	Are you registered with any Government/Department/Public Sector Undertaking (if yes, give details)	
12	Do you have a local representation/office in Government of Bihar? If so, please give the address and the details of staff, infrastructure etc. in the office and no. of years of operation of the local office	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

i. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
ii. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
    1. Withdraws his participation from the bid during the period of validity of bid document; or
    2. Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

Form4:LetterofProposal

To:

<Location,Date>

<Name>

<Designation>

<Address>

<PhoneNos.>

<FaxNos.>

<email id>

Subject:SubmissionoftheTechnical bidfor<Cash Collection Services>

Dear Sir/Madam,

We,theundersigned,offertoprovide Cash Collection Services totheDepartmentof Prohibition, Excise and Registration, Government of BiharwithyourRequestforProposaldated<insertdate>andourProposal.WeareherebysubmittingourProposal,whichincludesthisTechnicalbidandtheFinancialBidsealedinaseparateenvelope.

WeherebydeclarethatalltheinformationandstatementsmadeinthisTechnicalbidaretrueandacceptthat anymisinterpretationcontained init maylead to our disqualification.

We undertake,if ourProposal is accepted,to initiatetheImplementation servicesrelatedtotheassignmentnotlaterthan thedateindicated in FactSheet.

Weagreeto abide by allthetermsandconditionsoftheRFPdocument.Wewouldholdthetermsofourbid validfor<180>days as stipulated in theRFPdocument.

We understand you arenotbound toacceptanyProposalyou receive.

Yourssincerely,
AuthorizedSignature[In full andinitials]:NameandTitleofSignatory:
Nameof Firm:Address:
Location:
_____Date:_____

Form 5:Non- Blacklisting Declaration

AFFIDAVIT

1) I,theundersigned,doherebycertifythatallthestatementsmadeintherequiredattachmentaretrueandcorrectandiffoundfake/forged,theundersignedwillbeliableforinflictionupontheFIR andlawful punishmentas wellas blacklisting.

2) Theundersignedalsoherebycertifiesthatneitherourfirm M/s……..hasbeenblacklistednorhasabandonedanyworkingovernmentdepartments in Indianoranycontractawardedtous for suchworkshavebeen rescinded, during lastfiveyears priorto the dateofthisbid.

3) Theundersignedherebyauthorizesandrequest(s)thebank,person,firmorcorporationtofurnishpertinentinformationdeemednecessary andrequestedbytheDepartmentto verifythisstatementorregardingmy(our)competenceandgeneral reputation.

4) Theundersignedunderstandandagreesto furnish anyfurtherrequired qualifyinginformationon requestoftheDepartment.

(Signedbyan AuthorizedSignatoryoftheFirm)

Title of Officer

Nameof Firm

Date:

Form9 -ProjectCitationFormat

RelevantITprojectexperience	
GeneralInformation	
Nameoftheproject	
Clientforwhichtheprojectwasexecuted	
Nameandcontactdetailsoftheclient (email,Phoneno.)	
ProjectDetails	
Descriptionoftheproject	
Scopeofservices	
Servicelevelsbeingoffered/Qualityof service(QOS)	
Technologiesused	
Outcomesoftheproject	
OtherDetails	
Totalcostoftheproject	
Totalcostoftheservicesprovidedbythe respondent	
Durationoftheproject(no.ofmonths, startdate,completiondate,currentstatus)	
OtherRelevantInformation	
Letterfromtheclienttoindicatethe successfulcompletion oftheprojects	
CopyofWorkOrderorPurchaseOrder (PO)orLetterofIntent(LoI)	

ANNEXURE II:

Form 1: Financial Proposal

Item	Unit Rate (INR)	Tax (INR)	Total Cost including tax (INR)
Rate per month per office (SRO/DRO) for offering cash collection services			

Note:

- The Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total contract value covers all obligations of the Bidder mentioned in or to be reasonably inferred from the Bidding documents in respect of providing the product / services.
- It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 2: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this

bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease