



Bihar School Examination Board

Sinha Library Road, Patna-800017

NOTICE INVITING e-TENDER

(Through e-procurement mode only over <https://eproc2.bihar.gov.in>)

Tender Notice No- PR- 328/2024

Bihar School Examination Board, Patna invites e-tenders under two bid systems from the reputed Service Providers/ Firms /Companies/ Agencies/ Societies for "**Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB).**" Detailed tender document containing eligibility criteria, other terms and conditions are available on the website <https://eproc2.bihar.gov.in> and <https://biharboardonline.bihar.gov.in>

Sl. No.	Date and Time for Activity	Date/Time: Duration
1.	Online Sale/ Download Date of Tender Documents	From: 17.09.2024 (11:00 Hrs.) to 07.10.2024 (13:00 Hrs.) (https://eproc2.bihar.gov.in)
2.	Pre-Bid Meeting	21.09.2024 up to 12:30 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
3.	Last Date/ Time for Submission/ uploading of Online Bid	07.10.2024 up to 13:00 Hrs. (https://eproc2.bihar.gov.in)
4.	Last Date and Time for submission of EMD in Hard Copy/ Original (Only in case of BG)	08.10.2024 up to 14:00 Hrs.
5.	Date & Time for Opening of Technical Bid	08.10.2024 at 15:00 Hrs (https://eproc2.bihar.gov.in)
6.	Date & Time for Opening of Financial Bid	Date to be announced later by competent authority.
7.	Cost of the Tender Document	₹590/- (Five Hundred Ninety Rupees Only) (Non-Refundable)
8.	Tender Processing Fee	₹590/- (Five Hundred Ninety Rupees Only) (Non-Refundable)
9.	Earnest Money	₹25,000/- (Twenty Five Thousand Only) (Refundable)

- Contact Details: Sh. Vinod Kumar Singh, Nodal Officer, Mobile No.: +91 62999 23095, E-Mail ID: eproc-bseb-bih@gov.in/ eproc.bseb@gmail.com
- Note: Bihar School Examination Board reserves the right to accept/ cancel/ reschedule tenders without assigning any reasons. Prospective bidders are advised to regularly visit <https://eproc2.bihar.gov.in> for Corrigendum/ Amendments etc., if any, it will be notified on this portal only and no separate advertisement will be made.

sd/-
Secretary,
Bihar School Examination Board,
Patna



Tender Document

For

**Design and Development of Web Based Exam Centre Allocation
Application for Bihar School Examination Board**

Bihar School Examination Board, Patna

Sinha Library Road, Patna- 17

(Tender Notice No.: PR - 328/2024)

Abbreviations

BSEB	: Bihar School Examination Board
CAF	: Common Application Form
CLC	: College Leaving Certificate
COTS	: Commercials Off The Shelf
CV	: Curriculum Vitae
DEO	: Data Entry Operator
EMD	: Earnest Money Deposit
GoI	: Government of India
GoB	: Government of Bihar
HPC	: High Power Committee
ICT	: Information & Communication Technology
INR	: Indian Rupee
IT	: Information Technology
LOI	: Letter of Intent
MIS	: Management Information System
MRIN	: Money Receipt-cum-Index Number
SDC	: State Data Centre
PMU	: Project Management Unit
PBG	: Performance Bank Guarantee
QMT	: Quality Monitoring Tool
RFP	: Request for Proposal
SP	: Service Provider
SIP	: Staff-in-Position
SMS	: Short Message Service
ToR	: Terms of Reference

BIHAR SCHOOL EXAMINATION BOARD, PATNA

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PREFACE / SCOPE OF WORK

Design and Development of Web Based Exam Centre Allocation Application

The Bihar School Examination Board (BSEB) is seeking proposals from qualified vendors to develop a web-based Exam Centre Allocation Application. This application will be used by BSEB Headquarter to efficiently and accurately allocate examination centers for students across the state. The application should streamline the allocation process, ensure transparency and provide robust reporting and analytics capabilities.

- Exam Center will be decided on various parameters like Class Rooms/ Halls, Boundary Wall, distance from district HQs, Nos. of furniture, approach road and other assets. This information will be collected by bidder with the help of BSEB via Web Based Form/App.
- Web Based Form/App for resource & logistic available at examination center will be allocated from various examination center.
- Examination Center will have fulfilled all the above criteria will be done as per the rule of BSEB during examination center allocation.
- GPS location has been captured during examination center allocation.

The selected vendor will be responsible for the following tasks:

▪ Application Development

- ✓ Design and develop a web-based application for exam centre allocation.
- ✓ Ensure the application is compatible with major web browsers and mobile devices.
- ✓ Develop an intuitive and user-friendly interface.
- ✓ The application should have the rule-based engine for center allocation. All the rules being provided by the BSEB.
- ✓ Understanding the complete examination center allocation process along with stakeholders involved. Mapping all data points and data entry points. Submission and approval of requirement gathering along with process flow prior to development.

▪ Features and Functionality

- User authentication and role-based access control.
- Integration with existing BSEB database and system.
- Automated allocation algorithms based on predefined criteria (e.g., student demographics, geographic location, Student Gender, Especially abled, etc.).
- Manual override capability for special cases.

- Real-time updates and notifications to stakeholders.
 - Robust reporting and analytics module.
 - Audit trail for all actions performed within the application.
- **Security and Compliance**
 - ✓ Implement stringent security measures to protect sensitive data.
 - ✓ Ensure compliance with relevant data protection regulations (e.g., GDPR, local data privacy laws).
- **Dashboard and Reporting**
 - ✓ The application should include dynamic dashboards that display real-time data on exam center allocations, student distributions, and other key metrics.
 - ✓ These dashboards should be customizable to meet the specific needs of BSEB officials.
 - ✓ Implement predictive analytics tools that help identify trends and potential issues in the allocation process. For instance, the system should analyze historical data to predict future center requirements, identify bottlenecks, and suggest optimal allocation strategies. These insights will enable BSEB to make informed decisions and improve the efficiency of the allocation process.
- **Testing and Quality Assurance**
 - ✓ Conduct comprehensive testing to ensure the application is bug-free and performs well under various conditions.
 - ✓ Perform user acceptance testing (UAT) with BSEB stakeholders.
- **Training and Support**
 - ✓ Provide detailed documentation and user manuals.
 - ✓ Conduct training sessions for BSEB staff.
 - ✓ Offer post-deployment support and maintenance for a specified period.
- **Deliverables**
 - ✓ Fully functional web-based Exam Centre Allocation Application.
 - ✓ Source code and technical documentation.
 - ✓ User manuals and training materials.
 - ✓ Test plans and test reports.
 - ✓ Training sessions for BSEB staff.
 - ✓ Support and maintenance plan.
 - ✓ Patches and other updates if any for 3 years after deployment of application.

- ✓ In no case vendor is not allowed to transfer or share the source code to any other party or institution.

- sDuring the Design, Development, testing till Go-Live phase all the required manpower will be deployed at BSEB office.
- During AMC phase the Bidder must have stationed two of the Resources at BSEB office.
- All the security audit and compliance cost for the Web based application will be borne by the bidder.
- The designed web-based application will be highly security compliant and adhere to latest security guidelines.

- ✓ Modularity, expandability, and upgradeability in the overall system configuration should be open.
- ✓ Integration with any BSEB internal application /external application in future as per requirements of BSEB
- ✓ Proper Dash boarding and reporting facility with drill down approach.

INSTRUCTION TO BIDDERS

Standing instructions for bidders for e-tendering submission on

<https://www.eproc2.bihar.gov.in>

A. GENERAL

1. Instruction to Bidders (ITB)

- (i) It has been decided by the board to select an Agency for Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB).
- (ii) The bidder shall submit his bid/tender on e-Procurement platform at www.eproc2.bihar.gov.in
- (iii) All the required documents should be attached at the proper place as mentioned in Technical & Financial e-forms over e-proc, otherwise the tender of the bidder will be rejected.
- (iv) Tender Processing Fee (TPF) amount of Rs 590/- to be paid through e-Payment mode (i.e., NEFT / RTGS, Credit / Debit Card) only.

2. Tender document fee & tender processing fee to be submitted only via On-Line Mode. EMD to be submitted offline only in case of Bank Guarantee.

- (i) For participation in this tender, prospective bidders are required to register themselves on the portal. Bidders will require valid Class-III digital signature certificates for submitting their bids. Bidders may avail training for online tendering as per instructions available on the website.
- (ii) Bids will not be accepted by any other mode (post/ by hand/ email/ fax etc) except otherwise explicitly specified. Documents uploaded on the portal will only be considered for evaluation.
- (iii) Bidders must ensure that PDF files uploaded on the portal are not corrupted. Bidders must open all PDF documents and ascertain that these are not corrupted. Corrupted documents will be treated as documents not available.
- (iv) For support related to e-tendering process, Bidders may contact at “e- Procurement HELP DESK Address: Mjunction services limited RJ Complex, 2nd Floor, Canara

Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar First” or may visit the link “Vendor Info” at (<https://eproc2.bihar.gov.in>). Bidders may also raise their concern by following means:

- ✓ Toll Free Number: 1800 572 6571 (Working Hours: 8AM to 7PM, All days in week except few selected state holidays)
- ✓ Email Id: eproc2support@bihar.gov.in

3. Scope of Bid

- (i) BSEB invites bids for the work of “Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB).”
- (ii) Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder / tender, bid/tender, bidding/tendering, etc.) are synonymous.
- (iii) The successful bidder will be expected to complete the works in spirit of the tender document mentioned in Scope of Work.

4. Terms & Conditions

- (i) E-Tender are invited for “Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB).”
- (ii) On qualifying the tender Earnest Money deposited by the agency shall be converted into Security Deposit. In case of any deviation/breach of contract it shall be forfeited.
- (iii) Prospective bidders are advised to regularly visit <https://eproc2.bihar.gov.in> for Corrigendum/Amendments etc., if any, It will be notified on the said portal only and no separate advertisement will be made.
- (iv) The bidders should quote their lowest rates based upon the Terms and Conditions forming part of tender document. Order will be placed to the successful bidder (quoting lowest rate) out of the eligible bidders.
- (v) In case, the date of submission/opening of tenders happens to be holiday, the tenders shall be received / opened on the next working day.
- (vi) The security deposit (EMD) of bidders, whose bids are not accepted, will be returned within 30 days upon finalization of the tenders. No interest will be paid on the amount of the security deposit. However, the security deposit of the bidder, whose rates are accepted, will be returned on submission of performance security.

- (vii) The right to accept a bid will rest with the Secretary, Bihar School Examination Board (BSEB) who reserves the right to reject any or all the bids without assigning any reason thereof.
- (viii) In case, the vendor fails to comply the terms & conditions, the Board may terminate the work order without assigning any reason and is free to act in such a manner as may be deemed appropriate.
- (ix) This is a project-based assignment and BSEB sanctioned statutory leaves may not be applicable for selected agency. Selected bidder' manpower may have to remain available & render services in accordance with BSEB directions.
- (v) The successful bidder will be liable to complete the job of Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB).
- (x) If the successful bidder does not undertake work in time or stops the work midway or leaves the work altogether, his performance security will be forfeited, and the Board shall have the right to cancel the order and obligatory exploit intend to be taken.
- (xi) The Contractor shall arrange to execute operation and maintenance services only through qualified manpower as mentioned in Annexure.
- (xii) The Buyer reserves the right to conduct performance review at any time during the contract period, deficiencies, if any, noticed will be required to be rectified, and compliance reported. If the Service provider fails to rectify the deficiencies or fails to comply with other directions/instructions, his contract is liable to be terminated. The Buyer further reserves the right to terminate the contract at any point of time, without assigning any reasons thereof.
- (xiii) It shall be the responsibility of the service provider to make all the maintenance work satisfactorily throughout the contract period and to hand over in working condition to the Buyer after expiry of the contract.
- (xiv) Service Provider shall maintain the confidentiality of any information related to the application. Service Providers shall be required to take appropriate measures to maintain confidentiality obligations by its personnel engaged.
- (xv) The bidder shall adhere to work as mentioned in the Scope of work section of this RFP document.
- (xvi) Bidders must handover the last modified Codes before expiry of contract.

- (xvii) The bid shall remain valid and open for acceptance for a period of 180 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected as non-responsive.
- (xviii) No bidders will be allowed to withdraw after submission of bids/ opening of the tender; otherwise, the EMD submitted by the firm is liable to be forfeited.
- (xix) Any kind of claim/obligations/objection of Bidder would not be entertained post opening of tender. Bidders must be assured about the scope of work before participation in Tender.

5. Documents/ Certificates

The Tendering firms/ agencies are required to submit the photocopies of following documents, failing which their bids will be summarily/ out -rightly rejected and will not be considered any further:

- a. Registration certificate as per existing norms (Indicating the legal status— company/ partnership firm/ proprietorship concern, etc.)
- b. Copy of GST Registration Certificates
- c. Copy of PAN Card
- d. Company's profile, Local Office status, Bankers, Manpower, and Experience.
- e. Work completion and performance Certificates.
- f. A List to be furnished for number of qualified technical people in employment and their qualification.
- g. Last 03 years UDIN certified audited balance sheets of the company.
- h. Reports on the financial standing of bidder, such as profit and loss statements and auditors report for past five years.
- i. Latest income tax clearance certificate.
- j. IT returns of last three financial years (2019-20, 2020-21, 2021-22) (Attached self-attested copy of IT Returns).
- k. Positive net worth during last three financial year i.e 2020-21, 2021-22 & 2022-23.
- l. Certificate of Incorporation.
- m. All annexures I to V must be signed and submitted in Technical Bid.
- n. Company should support system available in Bihar.

6. **Eligible Bidders**

- (i) This *Invitation for Bids* is open for reputed, experienced Firm /Company/ Agency/ Society meeting the following conditions, can participate in the bid:
- a. The bidder must be a registered Sole Proprietorship/ Partnership firm/company. Self-attested Documentary proof of registration of Sole Proprietorship/ Partnership firm/ company must be attached.
 - b. The bidders must have a valid PAN and must submit self-attested copy of the same.
 - c. The bidders must have a GST Registration Certificates and must submit self-attested copy of the same.
 - d. The bidder must have average annual turnover of ₹50 (Fifty) lakhs in any of the three consecutive financial years out of four financial years (2019-20, 2020-21, 2021-22 & 2022-23) along with UDIN certified Profit and Loss A/c. and IT returns for said financial years to be enclosed in the Technical Bid.
 - e. List of organizations to which such work done by the firm should be enclosed.
 - f. Qualification and experience of key site management and Technical personnel proposed for contract.
 - g. No JV/Consortium is allowed.
 - h. Qualification and experience of key site management and Technical personnel proposed for contract.
 - i. The bidder should not be blacklisted / debarred by any Board/ University/ Govt. Department, until the time of bid submission, (Attach Self certified letter).
- (ii) Bidders shall not be under a declaration of ineligibility for delay, failure, or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

7. **Qualification of the Bidder**

- (i) All bidders must refer Forms of Bid and Qualification Information, a preliminary description of the proposed scope of work and schedule indicating completion of proposed work in time.
- (ii) The bidder should have experience in implementation & maintenance of two project of value INR 05 (Five) Lakhs having web-based software Application development,

implementation, support services and resource deployment for any Department / Agency /PSU in any State or Central Government of India during last 05 years as on 31/01/2024. The bidder should have following experience at the time of bidding: -

- a. The bidder should have experience of two successful implementation & maintenance of web-based software Application development for the Government/ PSU in any State or Central Government of India Department/ Agency. The project value should be of at least (05) Five Lakhs.
- (iii) List of organizations to which such work has been undertaken / completed by the firm should be enclosed.
- (iv) All the relevant documents must be signed /attested by the Bidder.
- (v) Reports on the financial standing of the Bidder, UDIN certified Profit and Loss statements and auditor's reports for the past 04 years.
- (vi) The bidder must have average annual turnover of ₹ 50 Lakh in any of the three consecutive financial years out of four financial years (2019-20, 2020-21, 2021-22 & 2022-23) along with UDIN certified Profit and Loss A/c. and IT returns for said financial years to be enclosed in the Technical Bid.

8. One Bid per Bidder

One Bidder shall submit only one (01) bid against proposed work irrespective of the fact that **Person-In-Charge** may be holding the position in any capacity in other firms. Any other bid of the firm / organization wherein aforesaid **Person-In-Charge** is involved in any capacity will cause all such proposals to be disqualified.

9. Cost of Bidding

- (i) The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.
- (ii) In case of cancellation of tender, cost of bidding document will be charged each time.

10. As Is study of the Current Process

- (i) The Bidder will do the AS Is study of current process. Document the whole process flow and along with stakeholder involved.
- (ii) No extra cost will be given by the BSEB.
- (iii) The Bidder will document all the process, submit to BSEB for approval and after approval will commence the development.

B. BIDDING DOCUMENTS

11. Clarifications of Bidding Documents

- (i) Pre-bid meeting
- (ii) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time, and date as indicated in Tender Schedule.
- (iii) The purpose of the meeting will be to clarify issues and to answer the questions on any matter that may be raised at that stage.
- (iv) The bidder is requested to submit any questions in writing or by e-mail to reach the BSEB not later than one week prior to pre-bid meeting. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all participating bidders in pre-scheduled Pre-Bid meeting presided by Nodal Officer - Tender. Any modification in the bidding documents which may become necessary as a result of the pre-bid meeting shall be made exclusively available to bidders by e-mail (eproc-bseb-bih@gov.in / eproc.bseb@gmail.com) through the issue of an Addendum / Corrigendum as per decision of Competent Authority pursuant to Tender Clauses and not through the minutes of the pre-bid meeting.
- (v) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

12. Amendment of Bidding Documents

- (i) Before the deadline for submission of bids, BSEB may modify the bidding documents by issuing addendum(s) /corrigendum(s).
- (ii) Any addendum thus issued shall be part of the bidding document(s) and shall be uploaded over e-proc portal: <https://www.eproc2.bihar.gov.in>. Prospective bidders may check their e-mail id registered over eproc-2 portal. BSEB will assume no responsibility for any negligence on account of bidders.
- (iii) To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, BSEB may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with competent authority decision.

13. Bid Validity

- (i) Bids shall remain valid for a period not less than 180 days after the deadline date for bid submission specified in Tender Schedule. A bid valid for a shorter period shall be rejected by the BSEB as non-responsive.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, BSEB may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. Any bid not acceding to proposed request will be summarily rejected.

C. PREPARATION OF BIDS

14. Bid Security (Earnest Money)

- (i) The Bidder shall furnish, as part of his Bid, a Bid security in the amount as provided in published NIT for particular work. This bid security shall be in favor of Employer as mentioned in the Bihar Financial Rules, and shall be in any of the following forms:
 - a. Tender document fee & tender processing fee to be submitted only via On-Line Mode
 - b. EMD to be submitted offline only in case of Bank Guarantee.
- (ii) Unconditional bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- (iii) Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Clauses 14.1 (a) & (b) above shall be rejected by the Employer as non-responsive.
- (iv) The rates should be quoted in Indian Rupees only in words as well as in figures. The rate shall be inclusive of all taxes.
- (v) The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period.
- (vi) The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- (vii) The Earnest money may be forfeited.
 - a. if the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b. if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 20;or

- c. in the case of a successful Bidder, if the Bidder fails within the specified time limit to
- sign the Agreement; or
 - furnish the required Performance Security.
- d. Bidders shall submit offer that fully comply with the requirements of the bidding documents, including condition of contract (time of completion).

D. DEADLINE FOR SUBMISSION OF BIDS

15. Bidders shall follow invitation of bid.

- (i) Complete Bids (including Technical and Financial) must be received by the Employer over e-proc2. Eligible bids will be opened as per published NIT.
- (ii) The BSEB may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

E. BID OPENING AND EVALUATION

16. Bid Opening

- (i) The Employer or their authorized representative will open all the Bids received over e-proc2, in the presence of the bidders or their representatives who choose to attend at time, date and the place specified in published NIT / Corrigendum (If Applicable). Even in the case of absence of the bidder at the time of opening of bids, department will proceed a head with the opening.
- (ii) If any of the tenderers or their agents are not present at the time of opening, the employer will open the tender in their absence and prepare a statement and that will be binding on the absent tenderers.
- (iii) "Technical Bid" shall be opened first. The amount, form and validity of the Earnest money furnished with each bid will be checked/announced. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished in line with conditions specified in said clause, technical and financial bid will not be entertained / opened.
- (iv) Bids either Technical or Financial not received in prescribed format will be summarily rejected.

(v) Official Proceeding against technical bid evaluation will be subsequently uploaded on <http://biharboardonline.bihar.gov.in> .

(vi)

a. Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in bid document.

b. After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify against raised query in his technical bid, if necessary, with respect to any rectifiable defects.

c. Bidders may respond to BSEB raised queries / clarifications (If applicable) and will respond in not more than 07 days of issue of the clarification e-mail. Any reasonable clarification in favor of their candidature, if not being received in stipulated time period (07 days), BSEB competent authority / Tender Committee will take decision accordingly.

d. Immediately (usually within 3 to 4 days), on receipt of these clarifications from bidders, the Evaluation Committee will finalize the list of responsive bidders whose technical / financial bids are eligible for consideration.

(vii) At the time of opening of "Financial Bid", the names of the bidders found will be announced. The bids of only these bidders will be opened. The remaining bids will be disqualified. The responsive Bidders' names, the Bid prices, the total amount of each bid and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation and deemed cancelled.

(viii) The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present at the time of the opening of the bid.

17 Process to be Confidential.

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

18 Clarification of Financial Bids

- (i) To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 21.
- (ii) Subjected to sub-clause 21 (i) & 21 (ii), no bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- (iii) Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

19 Examination of Bids and Determination of Responsiveness

- (i) During detailed evaluation of "Technical Bids", the Employer will determine whether each Bid.
 - a meets the eligibility criteria defined in Clause 1 and 2;
 - b has been properly signed;
 - c is accompanied by the required documents / securities and;
 - d is substantially responsive to the requirements of the Bidding documents.During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., bill of quantities, technical specifications etc.
- (ii) A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without any deviation or reservation.
 - a. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the Works;
 - b. which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights, or the Bidder's obligations under the Contract; or
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

- iii. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

20 Correction of Errors

- (i) "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - a. where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quality, the unit rate as quoted will govern.
- (ii) The amount stated in the "Financial Bid" will be corrected by the Employer in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
 - a. If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
 - b. If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'. Such adjusted bid price shall be considered as binding u the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited in accordance with said clause.

21 Evaluation and Comparison of Financial Bids

- (i) The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 19.
- (ii) In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
 - a. making any correction for errors pursuant to said Clause; or
 - b. making an appropriate adjustment for any other acceptable variations, deviations.
- (iii) The Employer reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Bid evaluation.

F. AWARD OF CONTRACT

22 Award Criteria

- (i) Subject to said Clause, the Employer will award the Contract to the Bidder whose Bid has been determined
 - a. to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price (L-1); and
 - b. to be adjusted to account for his bid price which is evaluated; the lowest in any of the bid(s) opened earlier than the one under consideration.

23 Employer's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 21, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the 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 ground for the Employer's action.

24. Performance Security

As per Bihar Financial Rules 131 (P) Performance Security

- (i) Within 10 (ten) days of receipt of the Work Allotment, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to 5% (Five) of the quoted price under the provisions of Bihar Financial Rules.
- (ii) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either at the Bidder's option, by
 - a. Nationalized/ Scheduled Indian bank within state or
 - b. Acceptable to the Employer.
- (iii) Failure of the successful Bidder to comply with the requirements of Sub-Clause 21 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

G. PAYMENT

25 Payment will be made on the actual number of manpower employed by Vendor as per BSEB requirement. Payment terms are further governed by following terms and conditions.

- a. The payment for AMC shall be paid on quarterly basis and shall be based on quarterly status report.
- b. The AMC will be start after expiration of warranty (One-year post go live)
- c. No advance payment shall be made under any circumstances.
- d. Following are the payment terms: -

Note: "T" stands for date of issue of work order.

Sl. No.	Consolidated payment terms for Center Allocation Application (As per Tender Document)	Payment terms (of TFA as per the annexure VI)	Timeline
i.	Process Study documentation and Approval	10%	T1=T+4 Weeks
ii.	Prototype Approval	15 %	T2=T1+4 Weeks
iii.	Development of Web based Application	20%	T3=T2+12 Weeks
iv.	UAT	25%	T4=T3+2 Weeks
V.	Statewide Roll Out and O&M for One Year (to be paid Quarterly)	30%	Quarterly post successful completion of task iv.

- e. Payment against Manpower shall be made on Monthly basis, however for the payment against application maintenance, would be made on submission of invoice up to 03 weeks by the Vendor to the Bihar School Examination Board, Patna.
- f. Payment shall be released within (01) one month of the submission of the valid invoice. Any deductions / penalties if any shall be deducted from the bill. However, bill should accompany sufficient approval / attestation from BSEB competent authority.

- g. The payment will be subject to TDS as per Income Tax Rules /GST Act (if applicable) and other statutory deductions as per applicable laws.

H. PENALTY

- 26 In respect of Tender terms and conditions, prospective bidder is under obligation to perform / execute the work within stipulated time-interval and tender terms and conditions. Failure to meet the deadline will attract penalty charges governed by following sub-clauses of the tender document.
- (i) It will be the responsibility of the Bidder to execute the work in accordance with stipulated time frame, otherwise, the BIHAR SCHOOL EXAMINATION BOARD may impose penalty and may get the work completed from another firm and the bidder will have to reimburse the expenditure incurred.
- (ii) Non-delivery of service in time, violation of extant laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.
- (iii) In case of absence of any staff, penalty will be imposed at double the rate of wages or salary for the day he remains absent.
- (iv) In the event of failure of compliance of awarded work in stipulated time, penalty amounting to double of actual expenditure incurred in attending to the same by another Agency will be imposed.
- (v) Bidder will be summarily responsible for any incidents which may lead to Non-availability of Application and subsequently its availability. Down-Time / Inaccessibility of application barring BSEB proposed down-time / maintenance which may result due to unavailability of application will be subjected to penalty.
- (vi) If Portal is not available for one hour than penalty will be ₹1 (one) Lakh. If more than one-hour penalty will be imposed proportionally as above.

I. CONFIDENTIALITY

- 27 Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to tendering authority / user data, wherever applicable.
- 28 BSEB shall retain exclusive Intellectual Property Rights to all artefacts to which BSEB has sovereign rights or right to use on a formalized agreement with another party if any cots software has been used in the application.

J. INDEMNITY

- 29 The bidder shall indemnify, defend, and hold BSEB and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided.

K. FORCE MAJEURE

- 30 Neither party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

L. EXTENSION OF SERVICES

- 31 The rates/ contract shall be valid for contract period, but can be extended on year-to-year basis with the consent of both the parties.

M. SETTLEMENT OF DISPUTES & ARBITRATION

- 32 Except where otherwise provided in the tender, all questions and disputes relating to the meaning of the Scope of the Work and instructions here-in-before mentioned and as to the performance / quality of offered service / work related to published work or as to any other question, claim right matter or thing whatsoever in any way arising out of or relating to contract, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter.
- a. If the contractor considered any work demanded of him to be outside the requirements of the contract, or dispute on any matter in connection with or arising out of the contract or carrying out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 07 days request BSEB in writing for written instruction or decision. Thereupon, the BSEB shall give his written instructions or decision within a period of fifteen days from the receipt of the contractor's letter.
- b. If BSEB fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision, the contractor may, within 15 days of the receipt of BSEB decision, appeal to BSEB who shall afford an

opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. If the contractor is dissatisfied with this decision, the contractor shall within a period of 30 days from receipt of the decision, give notice for appointment of arbitrator failing which the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- c. Except where the decision has become final, binding, and conclusive in terms of Sub Para (b), above disputes or difference shall be referred for adjudication through arbitrator appointed by BSEB. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- d. It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the BSEB of the appeal.
- e. It is also a term of this contract that no person other than a person appointed by BSEB or the administrative head of the department as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitrator at all.
- f. It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 45 days of receiving the intimation from the BSEB that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the BSEB shall be discharged and released of all liabilities under the contract in respect of these claims.
- g. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- h. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties.
- i. It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall

be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

- j. **All arbitration shall be held at PATNA and at no other place.**

N. EXIT MANAGEMENT OR TRANSITION

- 33 Upon the termination of contract, Bidder shall execute the following responsibilities:
- (i) The Bidder shall start executing the knowledge transfer process to Department or any agency nominated by Department before day of exit. In case the knowledge transfer is not complete before the date of exit of Service provider, Department shall extend the date of exit and shall exit only after the complete knowledge transfer is done. Completion of this process shall be approved by the Department.
 - (ii) The Bidder shall document technical and non-technical areas and handover the same to Department before the exit.
 - (iii) All documents, source codes, data dump or any other deliverables / material created as a part of the project shall be handed over by the Bidder to Department before the exit.
- 34 Any other knowledge transfer that is required by Department shall be completed by the agency before exit. The department shall ask the agency to provide the handover to any of the newly appointed agencies or any other department representatives. Failure to comply with the BSEB directions regarding any knowledge transfer will be treated as an act of breach which may invite severe actions by BSEB leading to forfeiture of security deposit and any outstanding payment, if any or blacklisting of the Bidder.

O. RIGHTS OF THE BSEB

- 35 BSEB reserves the right to accept/reject any or all the bids in whole or in part and annul the bidding process without assigning any reason whatsoever and is not bound to accept the highest tender.
- 36 BSEB reserves the right to award the tender to more than one Bidder.

- 37 BSEB reserves the right to relax/ withdraw any of the terms and conditions mentioned in the Tender Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 38 If a firm after award of the contract violates any of the terms & conditions, it shall be liable to be blacklisted and its EMD/PS shall be forfeited.

P. OTHER TERMS & CONDITIONS

- 39 The bidders will be bound by the details furnished by him / her to the Board while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be fictitious at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- 40 In no circumstances, the firm shall appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions, the contract will be terminated forthwith without any notice and EMD will be forfeited.

Q. JURISDICTION

- 41 Any legal action pertaining to this Tender shall be subject to the jurisdiction of Courts of Patna.

I/We have carefully read the above terms & conditions and undertake to abide by the same.

Place: _____

(Signature of the party with stamp)

Date: _____

Name: _____

Mobile No. _____

Address _____

TECHNICAL PROPOSAL SUBMISSION FORM

To:

<Location, Date>

<Name>

<Designation>

<Address>

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification, Technical Proposal, and a Financial Proposal.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date negotiated between the client and our company.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <180> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ **Date:** _____

TECHNICAL BID**Tender Notice No- PR- 328/2024**

Name of company/Firm. About company premises (Owned/ rented Area)	
Year of Establishment	
Address	
Phone with STD code	
Mobile	
Email id	
PAN No	
GST IN	
The bidder should be a proprietary/partnership firm, a trust/society, software development/IT services/ ITeS company registered under the Indian Companies Act and must be in operation since last 05 years as on date of submission of Bid.	Attachment Certificate of Incorporation GST Registration Certificate Copy of PAN Work orders confirming 05 years of operation
Registration Certificate of the firm / organisation	Attachment
The bidder must have at least 20 full time employees in its payroll as on date of submission of bid.	Attachment Copy of the latest EPF deposit challan showing the number of employees
The bidder should have experience in implementation & maintenance of two project of value INR 05 (Five) Lakhs having web-based software Application development, implementation, support services and resource deployment for any Department / Agency /PSU in any State or Central Government of India during last 05 years as on 31/01/2024. The bidder should have following experience at the time of bidding: - b. The bidder should have experience of two successful implementation & maintenance of web-based software Application development for the Government/ PSU in any State or Central Government of India Department/ Agency. The project value should be of at least (05) Five Lakhs. .	Copy of Work Order + Completion/ Ongoing certificate

The bidder must have average annual turnover of ₹50 (Fifty) Lakhs in any of the three financial years out of four financial years (2019-20, 2020-21, 2021-22 & 2022-23) along with UDIN certified Profit and Loss A/c. and IT returns for said financial years to be enclosed in the Technical Bid.	Attachment Agency shall submit UDIN certified Audited Financial Reports for ALL FYs with copy of ITR's attached with ITR Computation Sheets
2019-20	
2020-21	
2021-22	
2022-23	
Blacklisted / debarred?	(Self-certified letter) Attachment
a) ISO 27001:2013 b) ISO 9001:2015	Attachment Copy of valid ISO Certifications
Declaration about relationship with BSEB Employee	Attachment
The bidder should not be blacklisted by any Department / Agency / PSU in any State or Central Government of India as on date of submission of bid	Self-declaration duly signed by authorized bid signatory
Bidder should have Positive Net worth during last 03 financial year	Attachment
Furnish number of qualified technical people in employment and their qualification. The bidder must have at least 20 full time employees in its payroll as on date of submission of bid. a) Total No of Project Managers b) Total No of Database Administrator c) Total No of Web based Application Developers d) Total No of Developers e) Total No of Helpdesk Executives	Attached the Declaration on Company's Letter head

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to me/us.

Place: _____

Date: _____

(Signature of the party with stamp)

DECLARATION OF NEVER BEEN BLACKLISTED

UNDERTAKING (To be submitted with Technical Bid) It is certified that my firm/ agency/ company has never been blacklisted by any of the Departments/ Autonomous Institutions/ Boards/ Universities/ Public Sector Undertakings of the Government of India or any other State Government or reputed educational institutions and no criminal case is pending against the said firm/ agency as on tender publish date.

(Authorized Signature)

Name of the Authorized person: _____

Name of the Company: _____

Address of the company: _____

Contact No.: _____

Email Id: _____

Seal of the company: _____

Place: _____

Date: _____

Bidder's Organization and Experience

A brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Bidder's Key Experts who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Bidder's role/involvement.

A - Bidder's Organization

1. Provide here a brief description of the background and organization of your company, along with

Sl. No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (Public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

B – Bidder's Experience

1. List only previous similar assignments.
2. List only those assignments for which the Bidder was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Bidder's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so, requested by the Client.

Assignment Name:	Approx. value of the contract:
Country: Location within Country:	Duration of assignment (months):

Name of Client:	Total number of staff-months:
Address of Client:	Approx. value of the services provided by your firm:
Telephone number:	E-mail address:
Start Date (Month/Year):	Completion Date (Month/Year):
Name of Associated Consultants, If Any:	No. of professional staff-months provided by associated Consultants:
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER }
Name of Expert:	{Insert full name }
Date of Birth:	{day/month/year }
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: { Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr.deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant’s Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks

Expert’s contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert	Signature	Date
		{ day/month/year }

Name of authorized	Signature	Date
--------------------	-----------	------

Representative of the Bidder

(Who signs the Proposal)

All Manpower as specified in Financial Bid document shall submit their CV in above prescribed format.

Annexure – VI

FINANCIAL BID

Tender Notice No- PR- 328/2024

Name of Work:- Design and Development of Web Based Exam Centre Allocation Application for Bihar School Examination Board (BSEB)

Name of Bidder	
Address	

PART - A

Sl. No.	Description (As per Tender Document)	Fi	Rate in Rs. (Inclusive of All Taxes)
i	Design & Development of Web based Exam center Allocation	F1	
TOTAL (TFA)= (F1)			

PART - B

[Annual Rate for Operation, Maintenance & Customization for five years]

Sl. No.	1st Year (INR)	2nd Year (INR)	3rd Year (INR)	4th Year (INR)	5th Year (INR)	Fi	Total Amount (for Five Years) (Inclusive of All Taxes)
i						F2	
TOTAL (TFB)= F2							

*List of what needs to be covered during AMC period:

1. Enhancements in dashboards
2. Preparation of new custom reports/ modification/changes/ etc.
3. Minor changes in the design/development/solution provided
4. Backup and maintenance including but not limited to activities like log file/running deployments/API/Integration/business operations/ performance tuning/ etc.
5. Minimum of Two resources to be deployed at the BSEB designated workplace during the AMC period.
6. Status Report as and when required by BSEB in Written.

TOTAL FINANCIAL VALUE (TFV) [(TFA+TFB)] =	
In Words	

Date & Place:

Name and Signature of Bidder
(Office Seal)

Note: **Bidder with Lowest Quoted Total Financial Value (TFV) will be declared L1 shall be selected for award of the contract.**