

REQUEST FOR EMPANELMENT (RFE)

for

EMPANELMENT OF

Software solution providers

for

“System Study, Design, Development, Implementation and Maintenance of Various Kinds of S/w Applications /Portals etc. and websites of agencies under the State Government of Bihar”.

NIT Number: - 4302/18

Date: 02/07/2018



**Bihar State Electronics Development Corporation Limited BELTRON Bhawan, Shastri Nagar,
Patna – 800 023, Bihar
Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857
E-mail – mdbeltron@bihar.gov.in
Website: www.bsedc.bihar.gov.in**

Glossary

RFE	Request for Empanelment
NIT	Notice Inviting Tender
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
BSEDC	Bihar State Electronics Development Corporation
PQ	Pre-Qualification
CS	Company Secretary
B.E.	Bachelor of Engineering
B.Tech	Bachelor of Technology
M.C.A.	Master of Computer Application
O&M	Operation and Maintenance
SRS	System Requirement Specifications
SOP	Standard Operating Procedure
FRS	Functional Requirement Specifications
SOW	Scope of Work
Lol	Letter of Intent
ROC	Registrar of Companies
GST	Goods & Services Tax
GSTN	Goods & Services Tax No
ToR	Terms of References

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01. Fact Sheet

<p>The method of empanelment is: Technically Qualified L-1 Bidder</p> <p>The method of empanelment is selection / short listing of L1 Bidders who are technically qualified in 02 bid system</p> <ol style="list-style-type: none">1. Evelop-01: EMD & RFE Document Fee, Pre-qualification proposal & Technical bid &2. Envelop-02 : Financial bid
<p>RFE document can be Collected from the following address :</p> <p>Managing Director, Bihar State Electronics Development Corporation Limited, Beltron Bhawan, Shastri Nagar, Patna – 800 023, Bihar Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857 E-mail : mdbeltron@bihar.gov.in Website: www.bsedc.bihar.gov.in</p> <p>OR downloaded from www.bsedc.bihar.gov.in. (In case of downloading the document, the tender document fee of Rs 5000.00 in form of Demand Draft payable at Patna to BSEDC needs to be enclosed with the bid)</p>
<p>Tender fee: INR. 5,000 only (Five thousand only) payable in the form of demand draft from nationalized scheduled commercial bank in India and payable at Patna in favour of BSEDC</p>
<p>EMD - EMD of Rs 2,00,000/- (Two Lakhs) only in the form of Demand Draft or bank guarantee from nationalized scheduled commercial bank in India and payable at Patna in favour of BSEDC</p>
<p>A pre bid meeting will be held on 20.07.2018. Interested eligible Bidders may obtain further information from the following address: Vinay Kumar, Manager Bihar State Electronics Development Corporation Limited BELTRON Bhawan, Shastri Nagar, Patna – 800 023, Bihar Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857 Email: kumar.vinay@bihar.gov.in All the queries should be received on or before 16.07.18 ,05:00 PM either through post or email.</p>
<p>Addressee and address to which proposal or any supporting/original bank guarantee etc. in response to RFP notice is to be submitted:</p> <p>Managing Director BSEDC BELTRON Bhawan, Shashtri Nagar, Patna, Bihar Tel No:- 0612-2281242, 0612-2281857</p>
<p>Proposals to be submitted only in English language</p>
<p>Proposals must remain valid for 120 days after the submission date</p>
<p>Proposals must be submitted no later than the following date and time: 06.08.2018 :5 PM</p>

02. Notice inviting tender

02.1 Notice Inviting Tender



Bihar State Electronics Development Corporation Ltd.
(A Government of Bihar Undertaking)
Beltron Bhawan, Shastri Nagar, Patna-800 023,
Telephone No. 0612-2281242 Tele Fax No. 0612-2281857
CIN-U31900BR1978SGC001317

Tender Notice

NIT No. BSEDC/ 4302/18

Dated:- 02/07/18

Sealed Tenders are invited by Bihar State Electronics Development Corporation Ltd. regarding empanelment of reputed and eligible “**System Study, Design, Development, Implementation and Maintenance of Various Kinds of S/w Applications /Portals etc. and websites of agencies under the State Government of Bihar**”. The last date of submission of Tender is **06.08.2018** up to **05 PM**

Managing Director

02.2 Tender Schedule

SI No	Information	Details
1	Date of issue/sale of the Request For Empanelment (RFE) document through www.bsedc.bihar.gov.in or by Hand from BSEDC on payment of Rs 5000.00. (In case of downloading the document, the tender document fee of Rs 5000.00 in form of Demand Draft payable at Patna to BSEDC needs to be enclosed with the bid)	06.07.2018 : 10 AM
2	Last date for submission of written queries for clarification via mail	16.07.2018 up to 5PM
3	Pre bid conference	20.07.2018 :11 AM
4	Last date for submission of Bids	06.08.2018 :5 PM
5	Date of opening of General-cum-technical bid	07.08.18 : 10 AM onwards
6	Opening of Financial bid	To be communicated later.

03. Background Information

- I. The Bihar state electronics development corporation (BSEDC), Government of Bihar invites bids for empanelment of reputed and eligible 'Software Solution providing firms' for Software/Web based solution/Mobile based solution/application development for the various corporations and Departments of Government of Bihar. The background, objectives and Scope of Work (SoW) to be accomplished by the empanelled firms are provided in the subsequent sections of this document. Bidders may take note of the following:
 - a) This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the BSEDC in any manner whatsoever.
 - b) To be considered for empanelment process bidders should submit their bids in accordance with the requirements contained in the section on 'Instructions to bidders'.
- II. BSEDC reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids.
- III. This document is nontransferable.

04. Invitation for Request for Empanelment (RFE)

Bihar State Electronics Development limited (BSEDC) has been playing a key role in the activities relating to strategic planning and implementation of NeGP, by providing appropriate advice and inputs to the various departments and institutions of Bihar Government. The State Government Departments and organizations engage BSEDC for specific computerization and e-governance assignments. BSEDC has to its credit implementation of SWAN, SecLAN, CTMIS, VATMIS, BRAIN Data Centre, e-procurement, e-PDS, and modernization of prisons, RTI-Jankari, Solar PV projects, Finance and Commercial taxes MMPs etc. The success of efforts in this direction has necessitated capacity expansion as well as quality delivery.

In the context, BSEDC intends to empanel software development firms by issuing of Request for Empanelment. The Bidder are invited to submit a Technical and Financial Proposal for the same.

The agencies having experience in area of at least one of the following shall be empanelled:

Enterprise Application (ERP/HRMS/Accounts management etc.)/ Websites/ Web Portals development/ Call Center application/ Mobile App/ Workflow management system/ Support applications (Document Management System (DMS), Scanning, email, SMS, Web services, Payment gateway)

The 'Software solution providing firms' empanelled vide this RFE would be issued limited tenders for software projects.

Limited tenders will consist of ToRs for respective projects/assignment, which would contain brief of work in form of requirement gathering, design, development, implementation and maintenance of the software solutions.

05. Instructions to Bidders

In order to be considered for empanelment, bidders should submit their bids conforming to the following instructions:

05.1 Procedure for submission of bids

The bidders are advised to study this RFE document carefully before participating. It shall be deemed that the bid has been submitted by the bidders after a careful examination and full understanding of its implications.

The bids should be submitted in one large envelope (the Bid cover) which should be super scribed with the words "Request For Empanelment of Software solution providers" by bidders applying for empanelment as 'Software solution providing firms'. The bid cover should also clearly indicate the name, address and telephone number of the bidder. The bid cover should contain the following two envelopes:

05.2 EN-01 EMD & RFE Document Fee, Pre-qualification proposal & Technical bid:

This envelope should be sealed and superscripted "Prequalification proposal- Request for Empanelment of Software Firms". This envelope should contain the following:

- a) the Demand Draft for the RFE document fee ,
- b) the EMD,
- c) one hard copy of the Pre-qualification proposal with all supporting documents as per Form 01 (Compliance Sheet for Pre-Qualification Proposal)& Particulars of the Bidder (Form 02) ,
- d) The Technical Bid as per Annexure 02,
- e) Annexure 04 : Client Details,
- f) Annexure 05 : Project Details and
- g) Annexure 07 : Professional Details
- h) Annexure 12 : CV of the Key Personnel

In case the RFE document has been purchased from BSEDC, Bihar, a copy of the proof of payment of the RFE document fee should be attached.

05.3 EN-02 - Financial bid:

This envelope should be sealed and superscripted "Financial bid- Request for Empanelment of Software solution providers". This envelope should contain one hard copy of the Financial bid as per Annexure 03.

The envelope is to be addressed to:

The Managing Director
Bihar State Electronics Development Corporation
Beltron Bhawan , Shastrinagar Patna 800 023

- i. BSEDC will not be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the online bids.
- ii. The bids submitted by fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- iii. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- iv. No bids will be accepted after the expiry of the deadline as stated above.
- v. In case, the day of bid submission is declared Holiday by Govt. of Bihar, the next working day will be treated as day for submission of bids. There will be no change in the timings.
- vi. All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the vendor irrespective of the nature of content of the documents. Un-signed & un-stamped bid may be summarily rejected.
- vii. At any time prior to the last date for receipt of bids, BSEDC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the Tender Document by an amendment. The amendment will be notified on BSEDC's website and should be taken into consideration by the prospective agencies while preparing their bids.
- viii. In order to give prospective agencies reasonable time to take the amendment into account in preparing their bids, BSEDC may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the tender. Withdrawal of a bid during this interval may result in forfeiture of Vendor's EMD.
- ix. The agencies will bear all costs associated with the preparation and submission of their bids. BSEDC will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- x. Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case terms and conditions of the tender document are not acceptable to any vendor, they should clearly specify the deviations in their bids.
- xi. Bids not submitted as per the specified format and nomenclature may be out rightly rejected.
- xii. Ambiguous/Incomplete/Illegible bids may be out rightly rejected.
- xiii. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the tender document with full understanding of its implications.
- xiv. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the vendor's risk and may result in the rejection of the bid.

05.4 Important Information:

05.4.1 Each envelope should indicate the Name, address, telephone number, email id and fax number of the bidder.

05.4.2 Bidders shall sign and seal the bid with the exact name of the Company/Firm.

05.5 Other conditions:

05.5.1 Bidders should not contact the BSEDC on any matter relating to its bid from the time of bid opening till the empanelment is finalized and notified.

05.5.2 Bidders may modify or withdraw their bid provided that a written notice is received by the BSEDC at the address mentioned in Schedule not later than the prescribed last date for receipt of bids.

05.6 Disqualification

The BSEDC may at its sole discretion and any time during the evaluation proposal disqualify any bidder if the bidder:

- a. Makes misleading or false representation in the forms, statements and attachments submitted in proof of the statements or eligibility criteria.
- b. Exhibits a record of poor performance such as abandoning work, not completing the contractual obligations, inordinately delaying completion or financial failures, etc in any project in the preceding three years.
- c. Submits a bid that is not accompanied by required documentation or is non- responsive.
- d. Fails to provide clarifications related to the bid, when sought
- e. Submits more than one proposal
- f. Is declared ineligible by the Government of India/ State/Union Territory Government for corrupt and fraudulent practices.

05.7 Pre-Bid Meeting & Clarifications

- a. BSEDC shall hold a pre-bid meeting with the prospective Bidders as mentioned in the schedule.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to Nodal officer, BSEDC on his email id kumar.vinay@bihar.gov.in by email on or before 20.07.18 by 5PM
- c. The queries should necessarily be submitted in the following format:

S. No.	RFE Document Reference(s) (Section & Page Number(s))	Content of RFE requiring Clarification(s)	Points of clarification
1.			
2.			
3.			
4.			
5.			

- d. BSEDC shall not be responsible for ensuring that the Bidders' queries have been

received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.

05.8 Responses to Pre-Bid Queries and Issue of Corrigendum

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

05.9 Presentation

Bidders are required to make a presentation on the understanding of the project, Solution proposed and its components, Technologies used, Demonstrated capability of learning from issues, Complexity of screens, Client references (min 04 Projects) etc on the date as per the schedule decided by BSEDC after opening of the technical bid.

06 Pre-Qualifications (PQ) & Technical eligibility Criteria

Bidders are expected to meet the following prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected. The BSEDC PANEL shall evaluate the pre-qualification proposal with reference to the information contained in Standard Form and other supporting documents furnished.

#	Basic requirement	Specific requirement	Supporting Documents Required
1	Company Existence	The bidder should be in Software development and Services for last 07 years in India.	Certificates of incorporation
2	Technical Capability	The bidder must have successfully completed / implemented / ongoing project at least one of the following types: <ul style="list-style-type: none"> • Enterprise Application (ERP/HRMS/Accounts management etc.): 01 Project of order value of Rs 50 Lakhs or 02 Projects of 30 Lakhs each or 03 Projects of 20 lakhs each or 04 projects of 15 lakhs each • Websites/Web Portals: 01 Project of order value of Rs 20 Lakhs or 02 Projects of 12 Lakhs each or 03 Projects of 08 lakhs each or 04 projects of 06 lakhs each • Call Center application: 01 Project of order value of Rs 10 Lakhs or 02 Projects of 06 Lakhs each or 03 Projects of 04 lakhs each or 04 projects of 03 lakhs each • Mobile App: 01 Project of order value of Rs 20 Lakhs or 02 Projects of 12 Lakhs each or 03 Projects of 08 lakhs each or 04 projects of 06 lakhs each • Workflow management system: 01 Project of order value of Rs 20 Lakhs or 02 Projects of 12 Lakhs each or 03 Projects of 08 lakhs each or 04 projects of 06 lakhs each • Support applications (Document Management System (DMS), Scanning, email, SMS, Web services, Payment gateway): 01 Project of order value of Rs 10 Lakhs or 02 Projects of 06 Lakhs each or 03 Projects of 04 lakhs each or 04 projects of 03 lakhs each 	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client (The details of work order needs to be submitted as per Annexure 04: Client/Order Details)
4	Certifications	Must Be CMMI 3 or above Certified	Copy of Certificate to be attached
5	Debarment	The Bidder must not be blacklisted by any Govt/PSU or not in the active debarred list -Published by DGS&D or Central/ State Public Procurement Portal; or -Procuring Ministry / Department	A Self Certified letter that the bidder (or any of its successor) is not in the active debarred list -Published by DGS&D or Central Public Procurement Portal; or -Procuring Ministry / Department
6	Legal Entity	Should be Company registered under Companies Act, 1956/ 2013 Registered with the Goods & Service Tax	Certificates of incorporation , GST Registration to be attached
7	Manpower Strength	Bidder must have minimum 50 manpower on roll (as specified in relevant section) since last 03 years	The bidder shall submit an undertaking by the HR / CS

All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder. Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this RFE document, shall be short-listed for further evaluation.

Apart from the above the following forms 1 &2 are also required to be submitted in technical bid submission (Envelope 01):

Form 1: Compliance Sheet for Pre-Qualification Proposal

Basic Requirement Required Provided Reference & Page No

#	Basic Requirement	Required	Provided	Reference & Page No
1	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	
4	Earnest Money Deposit	Demand Draft / Bank Guarantee	Yes / No	
5	Technical Capability	Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client	Yes / No	
6	Certifications	CMMI 3 level or above	Yes / No	
7	Legal Entity	Copy of Certificate of Incorporation; and Copy of GST Registration Certificate	Yes / No	
8	Manpower Strength	Certified by HR/CS	Yes / No	
9	Debarment	A self certified letter	Yes / No	

Form 2: Particulars of the Bidder

#	Information Sought	Details to be furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Place of Incorporation	
8	Place of Operations	
9	Whether any Legal/Arbitration proceedings have been instituted against the Bidder or the Bidder has lodged any claim in connection with works carried out by them. Mention Yes/No. If yes, please give details.	
10	Details of registration of GST with GSTN	
11	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

07 Pre-Qualification Evaluation

- I. The Bidders are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in Annexure 2: Technical Bid Submission Form. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.
- II. Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, BSEDC reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- III. All documents should be submitted in hard copies. Upon verification, evaluation/assessment, if in case any information furnished by the Bidder is found to be false / incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of vendor for a minimum period of 3 years from participating in BSEDC tenders.
- IV. A Bid that does not fulfill all the stipulated eligibility conditions/criteria will not be considered. The Bids conforming to the eligibility criterion only will be considered for further evaluation. If there is any lack of clarity in the submitted eligibility documents, BSEDC Evaluation Committee may ask concerned bidder representative to be present physically to prove their eligibility.

08 Security Deposit/ Performance Bank Guarantee

For all Bidders whose tender bids are accepted for empanelment, shall be required to give Security Deposit (performance bank guarantee) of an amount equivalent to 10% of the order value within 15 days of issuance of Lol/ work order. Security Deposit will be in the form of Bank Guarantee (BG) of any Nationalized / Scheduled Bank drawn in the name of Bihar State Electronics Development Corporation. (BSEDC), Patna, valid till the tenure of the empanelment.

- I. BSEDC will have the right to invoke the BG without assigning any reasons if the selected vendor defaults or deemed to have defaulted or in the case of non-acceptance of the purchase orders and empanelment of the selected vendor will be cancelled.
- II. The Security Deposit should remain valid for an additional period of 90 (ninety) days beyond the period of Empanelment (i.e. 2 years and 90 days).
- III. In the event wherein the Empanelment is extended by BSEDC beyond 2 years, the selected Vendor shall ensure submission of a fresh Security Deposit within 30 days of issuance of letter for extension of Empanelment by BSEDC.
- IV. The Validity of this Security Deposit shall be for an additional period of 90 (ninety) days beyond the period of extension of Empanelment.

09 Scope of Work

This document is a Request for Empanelment (RFE) for **“System Study, Design, Development, Implementation and Maintenance of Various Kinds of S/w Applications**

/Portals etc. and websites of agencies under the State Government of Bihar". To ensure continued support to the projects undertaken by BSEDC, it proposes to empanel vendors having proven expertise in System Study, Design, Development, Implementation and Maintenance of Web Portals, Web Enabled Applications, Web Sites and Mobile Apps using latest available technologies like, Proprietary (.net etc.) Open Source (php, java,CMS Drupal etc.) technologies may be used for the purpose or as per user requirement. The Website, Web Portals, Applications (Web & Mobile) so developed shall be device independent so that all development(s) and enhancement(s) can be done at par with the best of industry standards in minimum span of time, and maintenance of the same be done to the satisfaction of the client organization.

Website shall be developed preferably as per the guidelines issued by Dept. of IT.

However, in such cases where proprietary solution is provided to the User Department as per their requirement, besides the product cost as per this Empanelment, all necessary cost in meeting the expenses towards License cost / Operating System cost / Premium Support cost / etc. (as applicable) after handing over the application / product by the agency to the User Department shall be borne completely by the concerned User Department.

The scope of work broadly includes:

- I. Study, Requirement identification and Analysis, Design, Development, Testing, Implementation, Training and Maintenance of new/existing Websites, Web-portals and Web Applications in compliance with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/>. Security audit for the website has to be conducted by a CERT-IN empanelled agency. Training & User Manual: Identify and execute training requirements for successful execution of project along with preparation of User Manual.
- II. Maintenance of Websites, Web- portals, Web Applications and Mobile Apps.
 - A. Translation Services for already existing websites, Web portals.
 - B. Onsite Support: Support manpower can be engaged onsite (if & when desired by the User Department), both during the free warranty period and the AMC period.
 - C. Integration with technologies application software(s), Payment Gateway, e-Forms etc.
 - D. Designing, development and integration with secured payment gateway & e-Forms as per terms defined below:
 - I. Integrate Online payment gateway services with acceptance of credit and debit cards (Visa, Master and Maestro) and internet banking of all public/ private banks (as per user requirement) providing such facility with the existing portal and any new / additional portals as specified by user department from time to time.
 - II. Generation of receipts/acknowledgement
 - III. Automated reconciliation and generation of necessary reports etc.
 - IV. Design and development of the Electronic form application in Secure & Usable format.
 - E. Portal solution may include development of a complete application for electronic receipt of e-Forms, MIS reporting for various stakeholders as required by the departments, Monitoring and managing the various applications involved, etc., printing of submitted application forms by respective departments, Status Update of individual e-Form application by respective department, Status tracking by users, Query Service and payment handling.

F. Indicative list of proposed activities will include:

Phase 1: Study, Requirement identification and Analysis

- i. Finalizing the detailed list of activities, scope and duration of each of the activity and detailed project plan.
- ii. Detailed discussions with concerned stake holders to understand the overall objectives of the assignment.
- iii. Finalization of Project Objectives/Requirements.
- iv. Submission of detailed Project Proposal /Plan
- v. Signoff on detailed project plan, activities, timelines etc from concerned stakeholder/user department. Timelines to execute any particular assignment would be capped by BSEDC.

Phase 2: Design

- i. Detailed Requirement gathering and analysis
- ii. Study and analysis of existing /Similar website and Mobile apps and include best practices in draft design
- iii. To submit detailed Report (High level and Low level application designs or SRS, FRS etc. as the case may be) covering requirement & functional aspects.
- iv. The selected agency shall also be required to undertake the following tasks:
 - a) Coordination and collection of required content from the concerned stakeholder.
 - b) Information Integration and Consolidation of data and information.
 - c) Approval of prototype (design interface) developed by vendor should be taken from the stakeholder.
 - d) Preparation of Content Structure/ Information Architecture for the website/mobile app.
 - e) Approval on the content gathered by the client department & Client Sign-off for Design finalization.

Phase 3: Development, Testing and Implementation

- i. Provide front-end user interface for Content Population & Content Management that allows a user, even with limited expertise, to add, modify and remove content from a Web site/mobile app.
- ii. Application Development and Unit Testing, Integration Testing, System Testing, Functional Testing and Data Migration (wherever applicable).
- iii. Testing of developed Websites, Web Portals, Applications (Web based & Mobile).
- iv. Conduct User Acceptance Testing (UAT) and further, relevant modifications based upon
- v. User Feedback, for UAT sign-off of the completed Websites, Web Portals, Applications (Web based & Mobile).
- vi. Submission of report on developed website/mobile app and Sign off by user department.

Phase 4: Operation and Maintenance support

- i. Identify and execute training requirements for successful execution of project.
- ii. Creations of necessary documents and User Manuals and Technical Manual for training.
- iii. Support on Training/ Demo on need basis.
- iv. Warranty Maintenance / Annual Maintenance of Websites, Web Portals, Applications (Web based & Mobile).
- v. Handover of Websites, Web Portals, Applications (Web based) to user department along with technology transfer, Source code to user department.

10 Deliverables

10.1 Indicative Deliverables

Type of deliverables may change as per type and nature of project/assignment. The actual deliverables will depend upon project specific requirements and may be finalized in consultation with user department.

- i. Preparation of a comprehensive Project Plan
- ii. Requirement Analysis
- iii. System requirement specification report
- iv. Defining the other Hardware requirements
- v. Defining the desired access security and data validation controls to meet the security requirements

10.2 The Implementing Partner shall also prepare documents for:

- i. Unit testing
- ii. Integration and System Testing
- iii. Functional Testing
- iv. User Acceptance Testing
- v. Hardware Requirement Report (if needed)
- vi. Details on the usability of the existing IT infrastructure
- vii. Detailed bill of material
- viii. Procurement and deployment plan for the hardware and system software (if any). However, this shall be subject to the understanding between Agency and department.

10.3 Other deliverable includes but not limited to the following:

- i. High Level and Low Level Design/ Architecture Document
- ii. SRS
- iii. User Manual /SOP
- iv. Technical Manual
- v. Data Backup/ Archival Process
- vi. Requirement Traceability Matrix
- vii. Source Code
- viii. Security Audit Certification by Cert-In agencies of Deity.
- ix. Preparation of Websites in compliance to GIGW guidelines.

Note:

- The empanelled vendor has to take a sign off from the user after completion of each phase and intimate BSEDC Project Coordinator accordingly. The final sign off for the project should be taken after completion of the project.
- BSEDC may review the progress of the work done by all the empanelled agencies as and when required and empanelled agencies may also be reviewed on their manpower strength from time to time during the empanelment period.

11 Release of Payment

- i. Payment will be made in Indian Rupees only.

- ii. For short term project assignments spanning around 3 months, the payment shall be made only after satisfactory completion of work, determined by BSEDC/Client.
- iii. For assignments of longer duration, payment shall be made based on deliverables or milestones.
- iv. Payments shall be subject to deductions of any amount for which the Vendor is liable as per the penalty clause of this tender document. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961 and any other taxes.

12Penalty Calculation Process

Any unjustified and unacceptable delay beyond the delivery / installation (where applicable) schedule as per purchase/ Work order will render the vendor liable for penalty at the rate as mentioned in the following sections.

- i. The empanelled agencies shall render the services strictly adhering to the Section Important Dates by BSEDC in the Work order.
- ii. Project assignments to the empanelled agencies will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. The Department and empanelled agency may undergo to a Non-disclosure agreement with appropriate Service Level Management with penalty terms at the time of awarding of work; however generally, for any time slippages, the agencies can induct more resources at their cost to meet the time schedules.
- iii. Project delays on account of the agencies will attract a penalty of 1% (one percent) per week up to the maximum ceiling limit of the penalty of 15% of the contract value (excluding taxes) of the respective assignment/project. BSEDC also reserves the right to terminate the project and invoke the performance guarantee if the project gets delayed by more than 30 days.
- iv. The empanelled vendor shall not refuse to accept BSEDC work order under any pretext. The work order can be collected from BSEDC office or if convenient to the vendor, it can be mailed to them. The vendor shall start the work within 07 days of the date of the work order.
- v. For the default in the discharge of service obligations, BSEDC would be free to forfeit the defaulting vendor's security deposit, revocation of bank guarantees (including the ones submitted for other Work Orders) and/or termination of the Contract.
- vi. If at any time during performance of the work order, the vendors encounter conditions impeding timely performance of the ordered services, the vendor shall promptly notify BSEDC in writing of the fact of the delay, its likely duration and its cause(s).

13 Bidders' empanelment

- a.* The BSEDC shall evaluate the bids with reference to the information provided for Software solution providers. The Financial bids of all the bidders who match the pre-qualification criteria shall only be opened by the BSEDC. All technically qualified bidders will be given the option to match the L1 rate for the entire project. All the bidders agreeing to match the L1 rate will be empaneled.
- b.* Within 15 days of issue of a written communication of empanelment, each of the qualified and Software solution providers shall sign the contract (Letter of Empanelment), failing which the offer shall be treated as withdrawn and the EMD forfeited.
- c.* The empanelment will be valid for a period of 03 years in the first instance from the date of empanelment. It may be extended for another period depending upon the need of BSEDC project requirements with mutual consent.
- d.* All empanelled agencies must honor all tender conditions and adherence to all aspects of fair trade practices in executing the purchase orders placed by BSEDC on behalf of its clients. Failing this, BSEDC may forfeit their EMD and stop further participation of such vendor for three years in BSEDC tendering process.
- e.* In the event, an empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with BSEDC, should be passed on for compliance by the new company in the negotiation for their transfer.
- f.* The vendor should not assign or sublet the empanelment or any part of it to any other vendor in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees.
- g.* In case any selected bidder refuses to sign empanelment within seven days of communication from BSEDC, the offer would be treated as withdrawn and the bidder's EMD will be forfeited. The defaulting bidder will also be debarred from participating in BSEDC tenders for a period of three years.
- h.* BSEDC may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BSEDC.
- i.* Tender process will be over after the issue of empanelment letter to the selected bidder. Thereafter, information submitted by the participating bidders before and during the bidding process may be put by BSEDC in the public domain.
- j.* Reasons for rejecting a tender/bid will be disclosed to a bidder only where enquiries are made.

13.1 Award of Contract

Amongst the empanelled agencies, a separate ToR (Terms of References) will be shared detailing requirement of the user department. The Implementing Departments/BSEDC may then engage the empanelled Software solution providers for providing and/or software development. It is expected that:

- I. The Implementing departments/BSEDC would specifically define the scope of engagement, which may include components beyond the defined scope in this RFE and call for a limited 'Request For Quotation' from amongst the empanelled firms/Companies.
- II. The firms/Companies shall then have to estimate the man month effort with reference to the precise scope of work defined in the Request For Quotation, the corresponding Total Resource cost arrived at by reckoning the Man-month rate finalized in this RFE, OPE cost (which shall not be more than 15 per cent of the total Resource Cost) and other direct material cost (Bill Of Materials).
- III. Alternatively, the empanelled agencies may also be required to submit their Techno commercial proposal. The Techno commercial proposal shall be evaluated by third party or the agency nominated by BSEDC. Further, the empanelled agencies may be asked to make a presentation before BSEDC on their understanding of the project under consideration. The method of selection for award of contract will be detailed with respective ToRs. BSEDC shall award the work to the empanelled agency as per the terms of the RFP.
 - a. After following an appropriate evaluation mechanism, the Implementing agencies would be issued a work order for the assignment to the most suitable bidder.
 - b. The payment terms, penalties for delays in completion of the Project shall be finalized by the respective Implementing departments /BSEDC while awarding the work order.
- IV. BSEDC also reserves the right to use this empanelment to seek proposals without using the discovered rates.

13.2 Refund of EMD:

EMD Refund shall take place only for the following conditions:

- I. In the case of those bidders, whose bids do not qualify, the EMD will be refunded without any interest.
- II. In case of those bidders whose tender bids are accepted for the empanelment, EMD of such bidders will be refunded on receipt of security deposit as mentioned in Section Security Deposit.

13.3 No claim certificate:

The empanelled firm/company shall not be entitled to make any claim, whatsoever, against the BSEDC under or by virtue of or arising out of the empanelment nor will the BSEDC entertain or consider any such claim for the jobs accepted post empanelment.

13.4 Confidentiality:

- a) The empanelled firm/company and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the BSEDC, without the prior consent of the BSEDC.
- b) The empanelled firm/company shall not outsource the work to any other associate/franchisee/third party under any circumstances.

13.5 Change of name of the firm/company:

During the period of empanelment If the name of the firm/company (or its division) has undergone a change due to acquisition, amalgamation etc, the firm/company shall inform the BSEDC within one month. In such cases, all the obligations under the contract with the BSEDC should be passed on for compliance to the new company or division.

The empanelled firm/company shall indemnify the BSEDC of any infringement of third party rights be they under the Patents Act or the Intellectual Property Rights.

14 Force Majeure

If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is

prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment. Neither Party shall be liable for any failure or delay in the performance of its obligations under the contract or Work Orders hereunder to the extent such failure or delay or both is caused, directly or indirectly, without fault by such Party, by reason of such event. BSEDC/User departments shall however, be responsible to pay the Empaneled agency for the services successfully rendered to the satisfaction of BSEDC/User departments under the work orders/ purchase issued pursuant to the contract.

17 Termination for Default

BSEDC reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days' notice in writing:

17.1 Termination for insolvency, dissolution etc.

BSEDC may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency, if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to BSEDC.

17.2 Termination for default:

BSEDC may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the Empanelled agency, terminate the contract in whole or in part after sending a notice to the Empanelled agency in this regard.

- a) If the Empanelled agency fails to accept the Purchase Order(s).
- b) If the Empanelled agency fails to deliver any or all of the services within the time period(s) specified in the purchase order or during any extension thereof granted by BSEDC.
- c) If the Empanelled agency fails to perform any other obligation(s) under the contract.

17.3. Termination for convenience

BSEDC may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for BSEDC's convenience, the extent to which performance of work under the work-order and/or the contract is terminated and the date upon which such termination becomes effective. BSEDC reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

17.4 Termination process

- 1) Upon occurrence of an event of default as set out in above clauses, BSEDC will deliver a default notice in writing to the other party which shall specify the event of default, and give the Empanelled agency an opportunity to correct the default.
- 2) At the expiry of notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.

18 Suspension of payment

BSEDC may inform by a written notice of suspension, suspend all payments to the selected agency under the contract, if the selected agency failed to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- a) Shall specify the nature of the failure and
- b) Shall request the selected agency to remedy such failure within a specified period from the date of issue of such notice of suspension.

19 Governing Law and Dispute Resolution

- a) This empanelment shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.
- b) Any dispute arising out of or in connection with this empanelment or the SLA shall in the first instance be dealt with in accordance with the escalation procedure which will be set.
- c) In case the escalations do not help in resolution of the problem within 3 weeks of escalation, both the parties should agree on a mediator for communication between the two parties. The process of the mediation would be as follows :
 - I. Aggrieved party should refer the dispute to the identified mediator in writing, with a copy to the other party. Such a reference should contain a description of the nature of the dispute, the quantum in dispute (if any) and the relief or remedy sought suitable.
 - II. The mediator shall use his best endeavors to conclude the mediation within a certain number of days of his appointment.
 - III. If no resolution can be reached through mutual discussion or mediation within 30 days then the matter should be referred to Experts for advising on the issue.
- d) Any dispute or difference whatsoever arising between the parties to this empanelment out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the

Arbitrator shall be appointed by the High Court of Patna, Bihar, India. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at *Patna* India. Any legal dispute will come under the sole jurisdiction of state jurisdiction of *Bihar* India.

- e) Compliance with laws: Each party will comply with all applicable export and import laws and regulations.
- f) Risk of Loss: For each item, Implementation Agency bears the risk of loss or damage up to the time it is delivered to the Implementation/Purchaser-designated carrier for shipment to Purchaser or Purchaser’s designated location.
- g) Third party components: Implementation Agency will provide all third party components solely on a pass-through basis in accordance with the relevant third party terms and conditions.

ANNEXURE 01. Validity of bids, rates, etc.

#	Item	Value
1	Validity of bids/price	120 (one hundred and twenty) days
2	Validity of empanelment	03 (Three) years
3	Extension	It may be extended for another period depending upon the need of BSEDC project requirements with mutual consent

ANNEXURE 02: Technical Bid Submission Form –T1

Bidder Name

#	Particulars	Description
1	Name of the Bidder	
2	The bidder shall submit a cover letter indicating that all terms and conditions mentioned in the tender document have been assessed carefully and shall be adhered to throughout the course of empanelment.	Submitted_Reference and Page No
3	The bidder should be a Company registered in India under the Companies Act 1956 / 2013 with their registered office in India for the last Seven years as on 31st March 2018 . Copies of relevant documents must be submitted.	Submitted_Reference and Page No
4	The Bidder should have a Positive Net Worth for each of the last three Financial Years (i.e. FY 2015-16, 2016-17, 2017-18) 2014-15, 2015-16, 2016-17, if 2017-18 audited financial statements are not available. Relevant CS/CA certificate shall be submitted the bidder during the stated financial years.	Submitted_Reference and Page No
5	Bidder must submit a Power of Attorney in the name of the Authorized Signatory for this tender.	Submitted_Reference and Page No
6	Bidder must provide a copy of Goods & Service Tax Registration Certificate	Submitted_Reference and Page No
7	Bidder shall submit an undertaking of Non-Blacklisting (during the last five years) by any agency / department / etc. under the Central / State / PSUs as on the bid submission date.	Submitted_Reference and Page No
8	Vendor must have at least 50 qualified professionals (with Minimum Qualification and Experience listed through Sub-Point 5: Manpower Experience in Annexure 6: Technical Evaluation) continuously working on the associated areas related to scope of this RFE on its rolls for past two year The bidder shall submit an undertaking by the HR / CS as specified in Annexure 7(Professional Details)	Submitted_Reference and Page No
9	The bidder must be CMMI Level 3 or higher certified firm Valid Certificate to be attached	Submitted_Reference and Page No

Authorized Signatory

Sign

Seal

Date

ANNEXURE 03 : Financial Bid Submission Form –F1

Bidder Name:.....

#	Positions (Qualification & Experience as per Form 4- Manpower Qualification & Exp)	Unit	Rate (INR)
1	Project Manager	Man Month	
2	Business Analyst	Man Month	
3	Developer	Man Month	
4	Mobile Application Developer	Man Month	
5	Database Expert	Man Month	
6	Tester	Man Month	
7	Resource for providing training	Man Month	
8	Resource for providing Operations Support	Man Month	
	Total Value		

Authorized Signatory

Sign

Seal

Date

Please Note: Timelines to execute any particular assignment would be capped by BSEDC

ANNEXURE 04 : Client/ Order Details

Bidder Name:.....

S. No.	Work Order No.	Work Order Date	Work Order Value (INR)	Activities Relevant to scope	Client Name	Month and Year of Work Completion
YYYY						
1						
2						
3						
4						
5						
YYYY						
1						
2						
3						
4						
5						

YYYY						
1						
2						
3						
4						
5						

Authorized Signatory

Sign

Seal

Date

ANNEXURE 05: Project Details

Bidder Name

S. No	Item	Details
1	Name of the project (Also specify the name of website/portal/web application AND URL of the website/portal/Web application)	
2	Client Details	

3	Name, Title & Address of the Client who can be contacted	
4	Project Duration	
5	Start Date & End Date	
6	Scope of work	
7	Relevant work domain	
8	Software Tools & Technology used	
9	Total Efforts in Man months	
10	Contract Value (In Lakhs)	

Authorized Signatory

Sign

Seal

Date

Annexure 06: Manpower Qualification & Experience

Sl.No	Profile	Desired Qualification
1	Project Manager	<input type="checkbox"/> B Tech/ B.E. / MCA /(preferably in Systems/IT) / MBA
		<input type="checkbox"/> Minimum 10 years' experience in IT/ software development/ IT System projects
		<input type="checkbox"/> Minimum of 2 years' experience as a Project Manager for IT Implementation Projects.
		<input type="checkbox"/> Exposure to Government Projects preferred.
2	Business Analyst	<input type="checkbox"/> B Tech/ B.E. / MCA (preferably in Systems/IT)
		<input type="checkbox"/> Broad knowledge and understanding of IT concepts and architectures, coupled with practical knowledge of problem management and the principles and processes of implementing and delivering IT services.
		<input type="checkbox"/> Minimum 5 years' experience in IT/ software development/ IT System projects
3	Developer	<input type="checkbox"/> Minimum B.E./ B. Tech / MCA (Computer Science or IT) .
		<input type="checkbox"/> Minimum 5 years' experience in IT/ software development / IT System projects / Website Development/Mobile Application Development.
		<input type="checkbox"/> Minimum of 2 years' experience in Website and Mobile Application development for IT Projects.

4	Mobile Application Developer	<input type="checkbox"/> Minimum B.E. / B. Tech / MCA (IT / Computer Science)
		<input type="checkbox"/> Minimum 5 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development.
		<input type="checkbox"/> Minimum of 2 years' experience in same role (i.e. Mobile Application Development). Projects.
5	Database Expert	<input type="checkbox"/> Minimum B.E. / B. Tech / MCA (in Computer Science or Engineering)
		<input type="checkbox"/> Minimum 8 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development.
		<input type="checkbox"/> Minimum of 2 years' experience in same role (i.e. Database Expert).
6	Tester	<input type="checkbox"/> Minimum B.E. / B. Tech / MCA (in Computer Science or Engineering) Minimum 4 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development. <input type="checkbox"/> Minimum of 2 years' experience in same role (i.e. Tester).
7	Resource for providing training	<input type="checkbox"/> Minimum B.E. / B. Tech / MCA (in Computer Science or Engineering) Minimum 4 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development.
8	Resource for providing operation support	<input type="checkbox"/> Minimum B.E. / B. Tech / MCA (in Computer Science or Engineering) Minimum 4 years' experience in IT/ software development / IT System projects / Website Development / Mobile Application Development.

ANNEXURE 7. Professional Details

Bidder Name

#	POSITION	NO. OF PROFESSIONALS	SUPPORTING DOCUMENTS REQUIRED
1	Project Manager		Submit the list of resources along with Qualification and Experience Details.
2	Business Analyst		
3	Developer		
4	Mobile Application Developer		
5	Database Expert		
6	Tester		
7	Resource for providing training		
8	Resource for providing operation support		

Authorized Signatory

Sign

Seal

Date

ANNEXURE 8. Authorization Letter

To

The Managing Director
Bihar State Electronics Development Corporation
BELTRON Bhawan

Sub : Authorization letter for Tender No XXXXXX dated XX.XX.2018

Sir,

We, the undersigned vendor, having read and examined in detail the specifications and all the bidding documents do propose to provide the Services as specified in the bidding document no. XXXX All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents.

All the prices and other terms and conditions of this proposal are valid for a period of 120-calendar days from the date of opening of the Bids.

Earnest Money Deposit (EMD) as indicated in the bid for an amount equal to Rs. /- (Rupees.....) is enclosed. We understand and agree that in the event of our bid being evaluated as successful we will submit Security Deposit of Rs /- (Rupees) valid for the empanelment period.

We have carefully read and understood the terms and conditions of the contract applicable to the tender and we do hereby undertake Services as per these terms and conditions.

We declare that our prices are as per the financial bid documents. These prices are indicated in Annexure 9: Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the Services shall be completed as stipulated in the tender document.

We enclose herewith the complete Technical Bid as required by you. This includes:

- I. the Demand Draft for the RFE document fee ,
- II. the EMD,
- III. one hard copy of the Pre-qualification proposal with all supporting documents as per Form 01 (Compliance Sheet for Pre-Qualification Proposal)& Particulars of the Bidder (Form 02) ,
- IV. The Technical Bid as per Annexure 02,
- V. Annexure 04 : Client Details,
- VI. Annexure 05 : Project Details and
- VII. Annexure 07 : Professional Details
- VIII. Annexure 12 : CV of the Key Personnel

A Company and the person signing the tender is the constituted attorney.

We do hereby undertake, that until a contract is prepared and executed, this bid together with your written acceptance thereof, the tender document and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Authorized Signatory

Sign

Seal

Date

ANNEXURE 9. Format of EMD Bank Guarantee

To,

Managing Director,

Bihar State Electronics Development Corporation Limited BELTRON Bhawan, Shastri Nagar,

Patna – 800 023, Bihar

Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFE #dated for <<Name of the assignment>> (hereinafter called "the Bid") to <Purchaser>

Know all Men by these presents that we << the bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <Purchaser> (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:

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

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFE>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- i. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)
- ii. This Bank Guarantee shall be valid up to <<insert date>>
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

ANNEXURE 10. Technical Proposal Submission Letter

To:

Managing Director,

Bihar State Electronics Development Corporation Limited BELTRON Bhawan, Shastri Nagar,

Patna – 800 023, Bihar

Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857

<Location, Date>

Subject: Submission of the Technical bid for <Name of the Systems Implementation assignment> Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Purchaser on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid uploaded on the eProcurement portal (mention URL)

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 indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFE document. We would hold the terms of our bid valid for <90> days as stipulated in the RFE 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:

ANNEXURE 11: Performance Bank Guarantee Letter

To,

Managing Director,
Bihar State Electronics Development Corporation Limited BELTRON Bhawan,
Shastri Nagar, Patna – 800 023, Bihar
Phone: 0612-228 1856 / 228 1857, FAX: 0612-228 1857

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 Purchaser (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>)
- iii. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank) Seal:

Date:

ANNEXURE 12: Curriculum Vitae (CV) of Key Personnel

The CVs of key personnel to be deployed in the project should be as per the following format:

01. General Information
02. Name of the person
03. Current Designation / Job Title
04. Current job responsibilities
05. Proposed Role in the Project
06. Proposed Responsibilities in the Project
07. Academic Qualifications:
 - Degree
 - Academic institution graduated from
 - Year of graduation
 - Specialization (if any)
 - Key achievements and other relevant information (if any)
 - Professional Certifications (if any)
08. Total number of years of experience
 - Number of years with the current company
 - Summary of the Professional / Domain Experience
 - Number of complete life cycle implementations carried out
 - The names of customers (Please provide the relevant names)
 - Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)
09. Prior Professional Experience covering:
 - Organizations worked for in the past
 - Organization name
 - Duration and dates of entry and exit
 - Designation Location(s)
 - Key responsibilities
 - Prior project experience
 - Project name
 - Client
 - Key project features in brief
 - Location of the project
 - Designation
 - Role
 - Responsibilities and activities
 - Duration of the project
 - Please provide only relevant projects
 - Proficient in languages (Against each language listed indicate if speak/read/write)