

Govt. of Bihar

## **BIHAR COMBINED ENTRANCE COMPETITIVE EXAMINATION BOARD**

IAS Association Building, Near Patna Airport, Patna-14.

Website: <https://bceceboard.bihar.gov.in> / email: [bceceboardbihar@gmail.com](mailto:bceceboardbihar@gmail.com)

Tender No. - BCECEB(E-Ten)-2023/02 Date:23.06.2023

### **CORRIGENDUM - I**

In continuation to Tender No. –BCECEB(E-Ten)-2023/01 Date: 30.05.2023, this is to inform all concerned that the Pre-bid meeting has been held on 14.06.2023 for "Selection of consultant for setting up of Project Management Unit (PMU) for Bihar Combined Entrance Competitive Examination Board (BCECE Board), Government of Bihar" and on the basis of Pre-bid queries and thereafter on due consideration, decision was taken to revise the following clauses as hereunder;

Please read the revised date of proposal submission as below:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Previous Date and Time</b>	<b>Extended Date and Time</b>
1.	Closing date & time for uploading scanned document of Technical & Financial Bid.	03.07.2023 (Up-to 2.00 PM)	<b>10.07.2023 (Up-to 2.00 PM)</b>
2.	a. Payment of Tender Document Cost & Earnest Money Deposit (EMD) through e-Payment mode (i.e NEFT/RTGS, Net Banking, Credit / Debit Card) only through e-Procurement portal	03.07.2023 (Up-to 2.00 PM)	<b>10.07.2023 (Up-to 2.00 PM)</b>
	b. Payment of Earnest Money Deposit (EMD) through Bank Guarantee at BCECE Board Office.	03.07.2023 (Up-to 1.00 PM)	<b>10.07.2023 (Up-to 1.00 PM)</b>
3.	Due date and time for opening of Technical Bid.	04.07.2023 (4.00 PM)	<b>11.07.2023 (4.00 PM)</b>
4.	Technical Presentation of Technical Qualified (TQ) Bidders	10.07.2023 (11.00 AM)	<b>17.07.2023 (11.00 AM)</b>
5.	Due date and time for opening of Financial Bid (Only for those Bidders who will qualify the scrutiny of the Technical Bids).	To be notified later.	<b>To be notified later.</b>

Please read the revised section:

<b>Sr. No.</b>	<b>RFP Document Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b>
1	4.4 Roles, Responsibilities' & Qualification, Sr. No-2 Under section- Required Qualification s, Skills and	Sr. Consultant (1): (Process and Project Management - Full time) ➤ <b>BE/B. Tech (CSE/ IT) degree.</b> ➤ Minimum total 5 Years of experience in ICT consultancy/ implementation. ➤ Must have one	Sr. Consultant (1): (Process and Project Management - Full time) ➤ <b>BE/B. Tech (CSE/ IT)/MCA or equivalent degree.</b> ➤ Minimum total 5 Years of experience in ICT consultancy/ implementation. ➤ Must have one PMU/Consulting experience towards implementation of Application/ software in Education Sector.

	Abilities and Page No.-18	<p>PMU/Consulting experience towards implementation of Application/ software in Education Sector.</p> <ul style="list-style-type: none"> <li>➤ Should have experience on at least one online examination/CBT in Education/Examination Board.</li> <li>➤ Should be company payroll at the time of deployment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Should have experience on at least one online examination/CBT in Education/Examination Board.</li> <li>➤ Should be company payroll at the time of deployment</li> </ul>
2	5.3 Financial Evaluation, Page No.-24	<ul style="list-style-type: none"> <li>➤ The formula for determining the Technical Scores (St) of all other proposals is calculated as following;</li> </ul> <p><math>St=100 \times T/Th</math>, in which “St” is the Technical Score of the bidder under consideration, “Th” is the higher Technical Score given, and “T” is the Technical Score of the proposal under consideration.</p> <p>Proposals shall be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal (0.8); P=the weight given to the Financial Proposal (0.2); T+P=1) as following:</p> <p><math>S=St \times T + Sf \times P</math>,</p> <p>The Selected Application shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant (as applicable) shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.</p>	<ul style="list-style-type: none"> <li>➤ The formula for determining the Technical Scores (ST) of all other proposals is calculated as following;</li> </ul> <p><b>ST = (T/TH) * 100,</b></p> <p><b>Where ST is the Technical Score acquired by particular bidder.</b>  <b>T is the Technical Score obtained by that particular bidder.</b>  <b>TH is the higher Technical Score given.</b></p> <ul style="list-style-type: none"> <li>➤ Following formula to determine the scores for the Financial Bids shall be followed:</li> </ul> <p><b>SF = (FL / F) * 100,</b></p> <p><b>Where SF is the Financial Score for a particular bidder.</b>  <b>FL is the value of ‘Lowest Financial Bid’ received amongst all bidders.</b>  <b>F is the price/financial quoted by a particular bidder.</b></p> <p>The Total score of the Bidder will be determined as under <b>Total Score (TS) = (0.8 x ST) + (0.2 x SF)</b>. Here, <b>0.8 is the weightage given for Technical Score and 0.2 is the weightage given for Financial Score.</b></p> <p>The Selected Application shall be the First Ranked Applicant (having the highest combined score (TS)). The Second and third Ranked Applicant (as applicable) shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.</p>
3	Section 3: INSTRUCTION TO BIDDERS, 3.9 Performance	In the event of the Bidder being unable to service the contract for whatever reason Controller of Examination, BCECE Board would invoke the PBG. Notwithstanding	<p><b>To be read as:</b></p> <p>In the event of the bidder being unable to service <b>the contract for reasons solely attributable to the bidder</b>, the Controller of Examinations would invoke the PBG.</p>

	Bank Guarantee (PBG), Point No.-7, Page No.-14	and without prejudice to any rights whatsoever of BCECE Board under the contract in the matter, the proceeds of the PBG shall be payable to Controller of Examination, BCECE Board as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Controller of Examination, BCECE Board shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default	Notwithstanding and without prejudice to any rights whatsoever of the BCECE Board under the contract in the matter, the proceeds of the PBG shall be payable to the Controller of Examination, BCECE Board, as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. Controller of Examination, BCECE Board shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.
4.	<b>Section 6: Payment Terms &amp; Condition, Page No. 25, Clause: 6.2 Penalty matrix</b>	Consultant deployed for the PMU will be remain available at BCECE Board office on full time regular basis, leave calendar will be applicable as per General Administration Department, Govt of Bihar officials Holiday schedule and leaves available to government employees.	The Consultants / Project Manager deployed in the PMU will require to be available at BCECE Board office on full time regular basis, Leave calendar will be applicable as per General Administration Department, Govt of Bihar for their officials.
		Total working days of a month: Total calendar days of the month excluding the state govt. holidays	This Clause has been removed.
		Billable day: Total calendar days of the month	Billable days: Total working days of the month.
		Approved leave: 12 days CL per year and in case Women worker approved SL as per Govt. rules will be applicable along with CL but Maternity leave etc will be under the agency. If any deployed consultants go for a long leave, it is responsibility of the agency to provide alternate staff with same/similar qualification and experience.	Approved leave: 12 days CL per year and in case Women worker approved SL as per Govt. rules will be applicable along with CL but Maternity leave etc will be responsibility of the agency. If any deployed consultants / Project Manager go for a long leave, it is responsibility of the agency to provide alternate staff with same/similar qualification and experience otherwise suitable penalty will be imposed.
		Penalty: Amount will be deducted proportionality to absenteeism.	This Clause has been removed.
		Other terms will be decided at the time of signing of agreement with the selected consultant.	This Clause has been removed.
		There will be no deduction in case replacement resource is provided for the absentee of	There will be no deduction of pay etc. if a replacement resource is provided for

		any resource beyond the available leaves in case of genuine requirement/situation	the absenteeism of any deployed resource in case of genuine requirement/situation and beyond the approved leaves.
			Total penalty to be levied on the PMU agency in case of any default/violation of terms & condition shall be capped at 10% of the contract value.

Rest of the terms and conditions as given in earlier Advertisement and RFP will remain the same.

**Controller of Examination  
BCECE Board**

Tender No: BCECEB (E-Ten)-2023/01

Dated: 30.05.2023

Request for Proposal (RFP) For Selection of Consultant for setting up of Project Management Unit (PMU) for Bihar Combined Entrance Competitive Examination Board (BCECE Board), Government of Bihar

Response to Bidder's Queries

BCECE Board  
IAS Association Building,  
Near Patna Airport,  
Patna – 800014

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**Queries Raised by Bidder against RFP Tender No: BCECEB (E-Ten)-2023/01 Dated 30.05.2023**

**Ernst & Young LLP**

#	Section	Page Number	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)	Clarification Provided
1.	4.4	18	Sr. Consultant (1): (Process and Project Management - Full time)  BE/B. Tech (CSE/ IT) degree.	BE (CE) and MCA are considered as an equivalent with BE/B.Tech (CSE/IT) degrees.	Request to allow BE (Computer Engineering) and MCA also in education qualification.	Refer Corrigendum
2.	7.11 Intellectual Property Rights	28	All pre-existing intellectual property rights of the bidder for the work performed under this RFP shall remain with bidder and all data and reports prepared during the engagement period will lie with BCECE Board. Bidder may keep the data for project execution and future reference.	Request to rewrite the clause as suggested.	Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that bidder own in performing the Services. Notwithstanding the delivery of any Reports, bidder retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that bidder compile and retain in connection with the Services (but not BCECE Information reflected in them). Upon payment for the Services, BCECE may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.	As per RFP
3.	7.15 Limitation of Liability	29	a) BCECE Board shall not recover from PMU Agency, in contract (The contract to be made with the selected PMU Agency) or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this RFP or otherwise relating to the	Request to rewrite this clause as suggested.  It is acceptable to place the responsibility for direct damages on the bidders, but avoid to doing for indirect damages.	a) BCECE Board shall not recover from PMU Agency, in contract (The contract to be made with the selected PMU Agency) or tort, under statute or otherwise, <del>any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages</del> in connection with claims arising out of this RFP or otherwise relating to the Services, <del>whether or not the likelihood of such loss or damage was contemplated,</del> aggregate	As per RFP

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			Services, whether or not the likelihood of such loss or damage was contemplated, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this RFP or otherwise relating to the Services.		damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this RFP or otherwise relating to the Services. b)	
4.	7.15 Limitation of Liability	29	Add new Lines	Request to add lines in clause of Limitation of Liability	“Neither party will be responsible for any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, exemplary, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated.”	As per RFP
<b>BDO India LLP</b>						
1.	5.2.1 Technical Qualification criteria: clause 1A Consultant Firm’s Experience	22	Average Turn over from e-Governance/IT Consulting Business in last 3Years (FY 19-20, 20-21 & 21-22) <ul style="list-style-type: none"> <li>• 100 Cr - 6 marks</li> <li>• For each additional 25 Cr will get 1 mark up-to max 4 marks.</li> </ul>		This criteria is not correct with reference to the “Point No 5.1.1 Pre – Qualification / Eligibility criteria: clause: 3”. We request you to please revise the criteria as Average Turn over from advisory / consulting / e-Governance/ IT Consulting Business in last 3 Years (FY 19-20, 20-21 & 21-22) <ul style="list-style-type: none"> <li>• 100 Cr - 6 marks</li> <li>• For each additional 25 Cr will get 1 mark up-to max 4 marks.</li> </ul>	As per RFP
2.	5.2.1 Technical Qualification criteria: clause 1C Consultant Firm’s Experience	22	The bidder should have experience in providing Consulting/PMU service for any Government/ Autonomous Bodies towards IT implementation in education		we request you to please revise the criteria as: The bidder should have experience in providing Consulting/PMU service for any Government/ Autonomous Bodies in education /examination project;	As per RFP

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			/examination project; a. 1 project: 5 Marks b. 1 mark each for each additional project up-to a total of 5 marks		a. 1 project: 6 Marks. b. 1 mark each for each additional project up-to a total of 4 marks.	
<b>Deloitte Touche Tohmatsu India LLP</b>						
1.	B. Important Dates	9	4. Closing date & time for uploading scanned document of Technical & Financial Bid. 03.07.2023 (Up-to 2.00 PM)	We request you to kindly provide sufficient time to the bidders for preparation of quality proposals and for internal approvals, post issuance of pre-bid query response/ corrigendum. Therefore, we request at least three weeks extension of the current submission deadline to submit a responsive bid customized to your unique requirements.	4. Closing date & time for uploading scanned document of Technical & Financial Bid. 24.06.2023 (Up-to 5:00 P.M.)	Refer Corrigendum
2.	5.2.1 Technical Qualification criteria, Consultant Firm's Experience – 1C	22	The bidder should have experience in providing Consulting/ PMU service for any Government/Autonomous Bodies towards IT implementation in education/ examination project. • 1 project: 5 Marks • 1 mark each for each additional project up-to a total of 5 marks	Request you to kindly modify the clause as mentioned in the next column for wider and more inclusive participation from prospective Bidders.	The bidder should have experience in providing Consulting/ PMU service for any Government/Autonomous Bodies towards IT implementation in education/examination project. • 1 project: 5 Marks • 1.25 marks each for each additional project up-to a total of 5 marks	As per RFP
3.	5.2.1 Technical Qualification criteria, Consultant Firm's Experience – 1D	22	Experience in Consulting/e-Gov projects in Govt of Bihar in last 5 Years. • For 5 projects: 6 Marks • 2 marks each for each additional project up-to total of 4 marks	Request you to kindly modify the clause as mentioned in the next column for wider and more inclusive participation from prospective Bidders.	Experience in Consulting/ e-Gov projects in Govt of Bihar in last 5 Years. • For 3 projects: 6 Marks • 2 marks each for each additional project up-to total of 4 marks	As per RFP
4.				New Clause- Limitations of liability	We request you to limit the liability up to the amount of the fees that the firm has	As per RFP



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					received in connection with the engagement.	
5.	Section 3: Instruction to Bidders, Sub-Section 3.7 Bid security i.e., Earnest Money Deposit (EMD), Bullet Point 01-Return of EMD to unsuccessful bidders.	13	EMD of all unselected bidders would be refunded by The Controller of Examination, BCECE Board within sixty (60) days of the bidder being notified as being unsuccessful	We kindly request you to return the Earnest Money Deposit (EMD) amount to unsuccessful bidders within 15 days from the date they are notified of their status as an unsuccessful bidder.	EMD of all unselected bidders would be refunded by The Controller of Examination, BCECE Board within fifteen (15) days of the bidder being notified as being unsuccessful	As per RFP
6.	Section 3: Instruction to Bidders, Sub-Section 3.7 Bid security i.e., Earnest Money Deposit (EMD), Bullet Point 05-EMD forfeit criteria	13	The EMD may be forfeited: 1. If a bidder withdraws its bid during the period of bid validity. 2. In case of a selected bidder, if the bidder fails to sign the contract in accordance with this RFP.	We kindly request a minimum of 10 days for the successful bidder to respond and sign the contract, during which the Earnest Money Deposit (EMD) should not be forfeited.	The EMD may be forfeited: 1. If a bidder withdraws its bid during the period of bid validity. 2. If the selected bidder fails to sign the contract after the 10- day period has elapsed, and the reasons for non-compliance are solely attributable to the bidder, the Earnest Money Deposit (EMD) shall be forfeited.	As per RFP
7.	Section 3: Instructions to Bidders, Clause 3.9- Performance Bank Guarantee (PBG), Point 07-Invoking PBG due to the bidder's failure to complete the obligations under the contract.	14	In the event of the Bidder being unable to service the contract for whatever reason Controller of Examination, BCECE Board would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BCECE Board under the contract in the matter, the proceeds of the PBG shall be payable to Controller of Examination, BCECE Board as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. Controller of Examination, BCECE Board shall notify the bidder in writing of the exercise of its right to receive such compensation	Request you to kindly modify the clause as mentioned in the next column.	In the event of the bidder being unable to service the contract for reasons solely attributable to the bidder, the Controller of Examinations would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the BCECE Board under the contract in the matter, the proceeds of the PBG shall be payable to the Controller of Examination, BCECE Board, as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract. Controller of Examination, BCECE Board shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the bidder is in default.	Refer Corrigendum

**Queries Raised by Bidder against RFP Tender No: BCECEB (E-Ten)-2023/01 Dated 30.05.2023**

#	Section	Page Number	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)	Clarification Provided
			within 30 days, indicating the contractual obligation(s) for which the Bidder is in default			
8.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (v)- Software version controls	15	Define processes for version controls for the software and released document	We understand that the Project Management Unit (PMU) shall oversee and review the version controls and released documents submitted by the System Integrator (SI) in accordance with industry best practices. Implementing the version control is the responsibility of the SI.	The Project Management Unit (PMU) shall oversee and review the version controls and released documents submitted by the System Integrator (SI) in accordance with industry best practices. Implementing the version control is the responsibility of the SI.	The implementation of version control will be the responsibility of the System Integrator.  The role of the PMU will be to monitor the activities carried out by the System Integrator in this regard.
9.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (vii)- Project Implementation	15	PMU AGENCY would also conduct review of the process, plan and functionality of the System implemented by System Integrator. PMU AGENCY shall check availability of all the defined services as per the contract signed between BCECE Board and System Integrator. PMU agency will be responsible for the regular follow-up and monitoring the implementation of the project by understanding the service/features/functionality of the project carried out by System Integrator.	Based on our understanding, the scope of the PMU's role will be limited to monitoring the implementation activities to be performed by the SI, raising issues with the BCECE Board, and providing status reports. However, it should be clarified that the PMU will not be responsible for executing the initiative itself, as the actual implementation will be carried out by the designated System Integrator		The actual implementation will be carried out by the designated System Integrator  The role of the PMU will be to monitor the implementation activities to be performed by the System Integrator, raising issues with the Board, and providing status reports.
10.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (ix)- Project Review	15	In consultation with the board, prepare project management data collection templates in excel or MS word required to be filled in by the various stakeholders involved in the review process for	Kindly provide the indicative list of templates to be prepared by the PMU, as well as the list of stakeholders involved		<b>To be read as:</b>  Assist the Board in the preparation of project management data collection templates in

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#	Section	Page Number	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)	Clarification Provided
	Template preparation for various stakeholders		implementation of the project.	in the review process. This information will help prospective bidders gain a clearer understanding of the expected deliverables.		excel or MS word required to be filled in by the various stakeholders involved in the review process for implementation of the project.
11.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (xiv)-FAT/Verification of the work done by SI	15	PMU AGENCY has to do the Functionality Acceptance and Verification of the Work done by the System Integrator during the Project Tenure. The PMU agency needs to submit the Functionality Acceptance/verification report highlighting the compliance / deviations from the MSA terms signed between the System Integrator and the BCECE board.	Please Clarify – “The responsibility of certifying the quality of the System Integrator’s (SI) work, as well as making payment recommendations or verifying invoices for the SI, does not lie with the Project Management Unit (PMU).”		<b>To be read as:</b>  The System Integrator will carry out the Functionality Acceptance Test and submit the Functionality Acceptance Report to the board. The PMU will assist the Board in providing sign-off to the SI on this report.  The PMU will monitor the Work done by the System Integrator during the project tenure and highlight any deviation from the MSA terms signed between the System Integrator and the BCECE board.
12.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (xvii), Point 1. Pre-Examination Process, Point (d): Selection of Examination Center	16	Selection of the Examination Centers based on the pre-defined data and parameters and its finalization. This needs to be done in coordination with BCECE Board. Decision on Center selection and its finalization will be taken by BCECE Board, PMU’s role will be to provide necessary coordination support as requirement of the project.	We understand that PMU does not need to visit any location in this regard. If the situation arises where the Project Management Unit (PMU) needs to visit the potential examination centre for assessing the infrastructure requirements, all expenses related to this visit will be the responsibility of the client. Additionally, the client will provide accommodation and		<b>To be read as:</b>  Assist and support the Board in the Selection of Examination Centers based on the pre-defined data and parameters and their finalization. The decision on Center selection and its finalization will be taken by the Board.  The PMU does not need to visit any location in this regard. However, if such a situation arises where the Project Management Unit (PMU) need to visit the

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#	Section	Page Number	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)	Clarification Provided
				transportation for the members of the PMU team during their visit.		potential examination centre for assessing the infrastructure requirements, all expenses related to this visit will be the responsibility of the BCECE board. The board will provide accommodation and transportation for the members of the PMU team during their visit.
13.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (xvii), Point 1. Pre-Examination Process, Point (e, f & g)-Roll No generation, Centre Allocation, Admit Card	16	(e) Roll No. generation as per rules defined by Board. (f) Centre Allocation as per rules defined by Board. (g) Admit Card generation	Please Clarify – According to our understanding, the primary function of the PMU will be to facilitate the Pre-Examination Activities and provide support to the BCECE Board in ensuring their timely completion. This will involve leveraging the automated system and the system integrators expertise. It should be noted that the ultimate responsibility for completing these activities lies with the System Integrator, while the PMU will support in coordination related activities.		The Roll No. generation, Centre Allocation and Admit Card generation will be done by the System Integrator.  The role of PMU would be to monitor the activities of System Integrator.
14.	Section 4: Scope of Work, Clause 4.1-Overall Scope of Work, Bullet Point (xvii), Point 2. Understating and performing the conduction of	16	Understating and performing the conduction of Offline/Online Examination.	Request you to kindly modify the clause as mentioned in the next column.	Comprehend and assist BCECE Board in the seamless conduction of offline and online examinations.	<b>To be read as:</b>  Assist Board in the conduction of Offline/Online examinations.

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	Offline/Online Examination					
15.	Section 6: Payment Terms & Penalty matrix, Clause 6.2- Penalty matrix, Bullet Point; Penalty	25	Penalty: Amount will be deducted proportionality to absenteeism	It is requested to cap the quarterly penalty at 5% of the contract value and amend the clause as mentioned in the next column	A penalty will be applied for absenteeism, calculated proportionally to the extent of absenteeism, with a maximum deduction of 5% of the contract value for that quarter.	<b>Refer Corrigendum</b>
16.	Section 6: Payment Terms & Penalty matrix, Clause 6.2- Penalty Matrix- Replacement of resources	25	There will be no deduction in case replacement resource is provided for the absentee of any resource beyond the available leaves in case of genuine requirement/situation.	It is requested to define "genuine requirement" as it is a perceptive term and modify the clause as mentioned in the next column	In the case of absenteeism beyond the available leaves due to genuine requirements or situations, such as medical issues, death, termination, resignation, superannuation, or any other circumstances beyond the control of the resource or the Project Management Unit (PMU), no deduction will be made if a replacement resource is provided.	As per RFP
17.	Section 7: Special Terms and Conditions of the Tender, Clause 7.3- Notification of Award, Bid Validity Extension	26	Prior to the expiration of the validity period, Controller of Examination, BCECE Board will notify the selected bidder in writing or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BCECE Board may like to request the bidders to extend the validity period of the bid. <b>Bidders shall extend their bid validity as requested by BCECE Board; Controller of Examination, BCECE Board may reject proposal for the bidders who do not provide the bid validity extension upon request and BCECE Board may forfeit the EMD for such cases</b>	It is requested to limit the extension time of the Bid validity and modify the clause accordingly.		As per RFP
18.	Section 7: Special Terms and Conditions of	27	If a Force Majeure situation arises, the bidder shall promptly notify BCECE Board in writing of	The term "promptly" is subjective, so an explicit notice period		As per RFP

**Queries Raised by Bidder against RFP Tender No: BCECEB (E-Ten)-2023/01 Dated 30.05.2023**

#	Section	Page Number	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)	Clarification Provided
	the Tender, Clause 7.10: Force Majeure, SubClause: 04.		such conditions and the cause thereof. Unless otherwise directed by BCECE Board, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.	would be helpful for bidders to understand the expectations.		
19.	Section 7: Special Terms and Conditions of the Tender, Clause 7.13-Termination, Sub Clause 7.14.1-Termination for Default	28	If the Bidder fails to carry out the award / work order in terms of this RFP within the stipulated period or any extension thereof, as may be allowed by Controller of Examination, BCECE Board without any valid reasons acceptable to BCECE Board, The Controller of Examination, BCECE Board may terminate the contract after giving one-month notice, and the decision of Controller of Examination, BCECE Board in this regard shall be final and binding on the Bidder.	Request you to kindly modify the clause as mentioned in the next column	If the Bidder fails to carry out the award/work order in accordance with the terms of this RFP within the stipulated period or any extension thereof, as may be allowed by the Controller of Examination, BCECE Board, without providing any valid reasons solely attributable to the bidder, the Controller of Examination, BCECE Board reserves the right to terminate the contract. In such cases, one month's notice shall be given before the termination, and the decision of the Controller of Examination, BCECE Board regarding such termination shall be considered final and binding on the Bidder.	As per RFP
20.	Section 3: Instructions to Bidders, Clause 3.9- Performance Bank Guarantee (PBG), Point 01-PBG deposit within 15 working days from the date of receipt of Lol.	14	The successful bidders have to deposit PBG deposit within fifteen (15) working days from the date of receipt of LOI.	Please consider that the PBG deposit is submitted within thirty (30) business days upon receiving the Lol, as this will allow the bidder ample time to complete the PBG process.	The successful bidders have to deposit PBG deposit within thirty (30) working days from the date of receipt of LOI.	As per RFP