

RFP for "Selection of Consultant for setting of PMU for BCECE Board"

**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"**

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

**Dated: 30/05/ 2023**



**Bihar Combined Entrance Competitive Examination Board  
(BCECE Board, Govt. of Bihar)**

I.A.S Association Building, Near Patna Airport,  
P.O- B.V College, Patna – 800014.

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## DISCLAIMER

All information contained in this Request for Proposal (RFP) is provided/clarified in good interest and faith. This is not an agreement, and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquire and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

BCECE Board, Patna reserves the right to reject any or all of the tenders submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BCECE Board also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. BCECE Board reserves the right to change/modify/amend any or all the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by email or on BCECE Board website - <https://bceceboard.bihar.gov.in> and <https://eproc2.bihar.gov.in>. Neither BCECE Board nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of BCECE Board or their employees and Prime Bidder/Consortium or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process belongs to BCECE Board shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") i.e. Government Organization/PSU/ limited Company, partnership firm or/and an Autonomous Institution.

**Abbreviation**

<b>Particulars</b>	<b>Details</b>
<b>RFP</b>	Request for Proposal
<b>CBT</b>	Computer Based Test
<b>BG</b>	Bank Guarantee
<b>EMD</b>	Earnest Money Deposit
<b>SLA</b>	Service Level Agreement
<b>MoU</b>	Memorandum of Understanding
<b>MSA</b>	Master Services Agreement
<b>ICT</b>	Information Communication Technology
<b>RTI</b>	Right To Information
<b>UPS</b>	Uninterruptable Power Supply
<b>QAT</b>	Question Authoring Tool
<b>PKI</b>	Public Key Infrastructure
<b>UAT</b>	User Acceptance Test
<b>STQC</b>	Standardization Testing and Quality Certification
<b>PAN</b>	Permanent Account Number
<b>TQ</b>	Technical Qualification
<b>BCECE BOARD</b>	Bihar Combined Entrance Competitive Examination Board

**Definition**

#	Term	Definition
1.	Agreement/ Contract	The Agreement entered between the BCECE Board and the Agency including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto.
2.	Bid/Proposal	Offer by the Bidder to fulfill the requirement of the Client under the RFP / Contract for an agreed price. It shall be a comprehensive technical and financial response to the Tender.
3.	Deliverable	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, etc.), inter alia payment and/or process related etc., source code and all its modifications;
4.	Performance Security	Unconditional guarantee provided by the Bidder from a Nationalized Bank in favor of The Controller of Examination, BCECE Board for 10% of the Contract value.
5.	Project Implementation	Project Implementation as per the criteria prescribed by BCECE Board;
6.	Request for Proposal/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the BCECE Board intends to buy and implement.
7.	SLA	The level of service and other performance criteria which will apply to the Services delivered by the Bidder;
8.	Selected bidder	The bidder who is qualified & successful in the bidding process.
9.	System Integrator (SI)	The bidder who is working on different engagement with BCECE Board, are referred as System Integrator.

## **Section 1: INVITATION OF BID**

### **Competitive Bidding for Selection of Consultant for setting of PMU to support BCECE Board for different competitive examination and counselling being conducted by BCECE Board, Government of Bihar.**

Bihar Combined Entrance Competitive Examination Board (BCECEB), Government of Bihar invites responses ("Tenders") to this Request for Proposals ("RFP") for Selection of Consultant ("Bidders") to for setting of PMU to support BCECE Board,

1. Any contract that may result from this Government procurement competition will be issued for provisional term of two years.
2. This contract will be initially for two year from date of singing of contract and BCECEB reserves the right to extend the Term for a period of up to one year at a time with a maximum of two years. Such extension shall be on the same terms and conditions between BCECE Board and bidder.
3. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received late will not be considered in this procurement process.
4. This document should be purchased and submitted online via e-Procurement portal only (<https://eproc2.bihar.gov.in>.)
5. In the event of the date specified for receipt and opening of bid being declared as a holiday for BCECEB office the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. The bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal and forfeiture of the Bid Security (EMD).

**A. Bid Details**

#	Particulars	Details
1	Bid Reference No.	<b>BCECEB (E-Ten)-2023/01 Dated: 30/05/2023</b>
2	Tender Processing Fee.	INR 590/-(non-refundable) inclusive of GST @18% through e-payment mode i.e. NEFT/ RTGS/ Credit Card / Debit Card on <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a>
3	Cost of Bid Document.	INR 10,000/- (INR Ten Thousand only) to be paid through e-Payment mode (NEFT / RTGS, Net Banking, Credit / Debit Card) only through e-Procurement portal. Cost of Bid Document is non-refundable.
4	Earnest Money Deposit (EMD).	INR 5,00,000 /- (INR Five Lakhs Only)
5	EMD Validity Period.	180 days from the date of Bid Submission.
6	EMD submission.	To be paid through e-Payment mode (NEFT / RTGS, Net Banking, Credit / Debit Card) only through e-Procurement portal or manual mode (BG) in case of manual mode of payment of EMD as per clause 'C' E-tendering process related instruction in page no 10 of this RFP.
7	Bid Validity Period.	180 days from the date of opening of bid.
8	Value of Performance Bank Guarantee (PBG).	Demand Draft or Bank Guarantee of 10% Contract value to be submitted by successful bidder before signing the Agreement.
9	All requisite PBG Payable at Patna in favour of	Controller of Examination, BCECE Board.
10	Performance Bank Guarantee validity.	6 Months beyond the contract period.
11	Method of Selection.	Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20
12	Source of downloading Tender Document, Corrigendum, addendums etc.	<a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> & <a href="https://bececeboard.bihar.gov.in">https://bececeboard.bihar.gov.in</a>



**B. Important Dates**

#	Particulars	Date and time
1	Start of online sale / download date of Tender Document / RPF.	05.06.2023 (2.00 PM)
2	Last date of submit Pre-bid queries to Email Id: <a href="mailto:bceceboardbihar@gmail.com">bceceboardbihar@gmail.com</a>	13.06.2023 (Up-to 5.00 PM)
3	Schedule of Pre-bid meeting at BCECEB Office.	14.06.2023 (11.00 AM)
4	Closing date & time for uploading scanned document of Technical & Financial Bid.	03.07.2023 (Up-to 2.00 PM)
5	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. Payment of Earnest Money Deposit (EMD) through Bank Guarantee at BCECE Board Office.	03.07.2023 (Up-to 1.00 PM)
6	Due date and time for opening of Technical Bid.	04.07.2023 (4.00 PM)
7	Technical Presentation of Technical Qualified (TQ) Bidders.	10.07.2023 (11.00 AM)
8	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.
9	<b>Contact Person / Nodal Officer for queries:</b> Sri Vikash Chandra Das, Assistant Programme Officer (IT), Mobile: - +91 9006250762, Email Id: <a href="mailto:bceceboardbihar@gmail.com">bceceboardbihar@gmail.com</a> , BCECE Board, IAS Bhawan, Near Patna Airport, PO-B.V. College, Patna-800014	
10	Tender Inviting Authority.	<b>Controller of Examination, BCECE Board, Patna</b>

### C. E-tendering process related instruction

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at [eproc2.bihar.gov.in](https://eproc2.bihar.gov.in) by the procedure given below:

1. The bidder shall submit his bid/tender on e-Procurement 2.0 platform at <https://eproc2.bihar.gov.in>.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, technical bid, financial bid etc., in the online standard formats given in e-Procurement 2.0 website at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 2.0 website. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
4. All the required documents should be attached at the proper place as mentioned in the e-form otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of RFP/ Form Fee to be paid through e-Payment mode (i.e., NEFT / RTGS, Net Banking, Credit / Debit Card) only.
7. "Earnest Money Deposit (EMD) to be paid either through online mode or manual mode (BG) in case of manual mode of payment of EMD, the original hard copy of EMD i.e. BG that should be submitted in the tendering authority office within the next working days after tender closing date".

**Note:** "Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in> before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non-Submission of Tender / Non-Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website and BCECE Board's Website only.
10. For support related to e-tendering process, bidders may contact at the mentioned below:

**Toll Free Number:** 1800 572 6571

**Email Id:** [eproc2support@bihar.gov.in](mailto:eproc2support@bihar.gov.in)

## **Section 2: BACKGROUND INFORMATION**

Bihar Combined Entrance Competitive Examination Board (BCECEB) is constituted under Bihar Combined Entrance Competitive Examination Act, 1995. It conducts competitive examinations/counselling every year for admission's in various professional courses of Medical, Engineering and Agricultural and other streams in the Institutions of the state of Bihar.

## **Section 3: INSTRUCTION TO BIDDERS**

### **3.1 General**

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by the BCECE Board based on this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BCECE Board. BCECE Board may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BCECE Board.

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

### **3.2 Compliant Proposal / Completeness of Response**

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:

- Include all documentation specified in this RFP;
- Follow the format of this RFP and respond to each element in the order as set out in this RFP.
- Comply with all requirements as set out within this RFP.

### **3.3 Pre-Bid Conference & Clarification**

Controller of Examination, BCECE Board shall hold a pre-bid meeting with the prospective bidders on the mentioned date at office of Controller of Examination, BCECE Board. Bidder will have to ensure that their queries for Pre-Bid meeting should reach in the format mentioned below to email id: [bceceboardbihar@gmail.com](mailto:bceceboardbihar@gmail.com) as per the date and time mentioned in the schedule of Important Dates only in editable excel format.

The responses will be transmitted to the prospective bidders through appropriate means. However, it will be bidder's responsibility that they collect all responses. Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

For each bidder, maximum of two representatives are allowed. The representatives should be employees of the Bidding Company.

#	Section	Page Number(s)	Content of RFP requiring Clarification(s)	Points of clarification	Suggested Clause (if any)
1.					
2.					

Controller of Examination, BCECE Board shall not be responsible for ensuring that the bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by The Controller of Examination, BCECE Board.

### **3.4 Response to Pre-bid Queries and Issue of Corrigendum**

- The Nodal Officer notified by The Controller of Examination, BCECE Board will endeavour to provide timely response to all queries. Controller of Examination, BCECE Board does not undertake to answer all the queries that have been posed by the bidders. The responses to the queries from bidders will be known to all bidders.
- At any time prior to the last date for receipt of bids, Controller of Examination, BCECE Board may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by a corrigendum.

- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the [www.bceceboard.bihar.gov.in](http://www.bceceboard.bihar.gov.in) and [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- Any such corrigendum shall be deemed to be incorporated into this Tender Document.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Controller of Examination, BCECE Board may, at its discretion, extend the last date for the receipt of Proposals.

### 3.5 Amendment of Bid Documents

At any time, prior to the date of submission of Bids, The Controller of Examination, BCECE Board may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

- The amendments shall be notified on BCECE Board website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by Controller of Examination, BCECE Board will be applicable to all bidders in case of any discrepancy.
- In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, Controller of Examination, BCECE Board may, at his discretion, extend the deadline for the submission of bids suitably.

### 3.6 Right to Terminate the Tender Process

- Controller of Examination, BCECE Board may terminate the bid process at any time and without assigning any reason. Controller of Examination, BCECE Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by Controller of Examination, BCECE Board. The Bidder's participation in this process may result in office of The Controller of Examination, BCECE Board selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencements of such negotiations do not, however, signify a commitment by Controller of Examination, BCECE Board to execute a contract or to continue negotiations. Controller of Examination, BCECE Board may terminate negotiations at any time without assigning any reason.

### 3.7 Bid security i.e. Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of INR 5, 00,000/- (INR Five Lakhs only), paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card), or manual mode (BG) in case of manual mode of payment of EMD, the original hard copy of EMD i.e. BG that should be submitted in the tendering authority office within the next working days after tender closing date. No interest shall be payable on Bid Security under any circumstance.

- 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. The EMD, for the amount mentioned above, of selected bidder would be returned upon submission of Performance Bank Guarantee.
- The selected bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- The EMD amount is interest free and will be refundable to the unselected bidders without any accrued interest on it.
- The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- 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.

### 3.8 RFP Document Fees

RFP document can be downloaded online via e-Proc portal (<https://eproc2.bihar.gov.in>) or through BCECE Board's Website: [www.bceceboard.bihar.gov.in](http://www.bceceboard.bihar.gov.in) and INR 10000/- (INR Ten Thousand only) paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only. Proposals received without adequate documents, TPF, RFP Document fees/form fee and EMD shall be rejected.

### **3.9 Performance Bank Guarantee (PBG)**

1. The successful bidders have to deposit PBG deposit within fifteen (15) working days from the date of receipt of LOI.
2. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized /Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
3. The performance guarantee will be denominated in the currency of the contract and shall be in the form of bank guarantee and shall be in the favour of "Controller of Examination, BCECE Board Patna, Bihar".
4. This performance bank guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
5. The performance Bank Guarantee will be valid till the end of six months after the completion of the contract with successful bidder subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
6. The Performance Bank Guarantee may be discharged/ returned by The Controller of Examination, BCECE Board upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
7. 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 within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.
8. Controller of Examination, BCECE Board shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
9. No Interest will be paid to successful bidder on the security Deposit.

### **3.10 Authentication of Bids**

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

### **3.11 Language**

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

### **3.12 Bid Validity**

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

### **3.13 Consortium & Sub-Contracting Condition**

**Consortium is not allowed in this bid.**

### **3.14 Rights to Terminate the Process**

- BCECE Board may terminate the bid process at any time and without assigning any reason. BCECE Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This bid does not constitute an offer by BCECE Board. The Bidder's participation in this process may result in BCECE Board selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencement of such negotiations does not, however, signify commitment by BCECE Board to execute a contract or to continue negotiations. BCECE Board may terminate negotiations at any time without assigning any reason.

## **Section 4: SCOPE OF WORK**

### **4.1 Overall Scope of Work**

- (i) Study the overall functionality of the Online exam portal, existing processes of other examinations and various others activities related to the online and offline portal
- (ii) Study the overall workflow, from invitation of application to generation of Admit cards, of the Online Registration portal and existing processes of registration portal of BCECE board and submit observations if required by BCECE board. The study will not cover any reservation and/ or any other prioritization criteria defined by Government for various sections of the society.
- (iii) Design the format of check list, Issue tracker, compliance sheet, MIS master sheet and Dashboard for online portal and existing processes with approval from BCECE board.
- (iv) Obtain approval of all document through Board officials,
- (v) Define processes for version controls for the software and released document
- (vi) PMU AGENCY will be required to create framework and procedures for activities under the scope of work as per MSA between BCECE Board and System Integrator(s) appointed by the board. In cases of significant non- compliance, suggest a mechanism to resolve review observations to the extent possible.
- (vii) 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.
- (viii) Prepare annual review plan including stated review areas and controls.
- (ix) 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 implementation of the project.
- (x) Assist the Board in reviewing the availability of the ICT security processes and control points for the examination system. Also, check and review the compliances of the process as per the BCECE Board's requirements and guidelines.
- (xi) PMU AGENCY would review the Change Management, communication plan, configuration management, availability management, service level management. to check if the proper processes are in place as per MSA between BCECE Board and System Integrator.
- (xii) PMU AGENCY will identify the gaps and suggest the measures to be taken to strengthen the process.
- (xiii) PMU will assist the board to identify the project risks and highlight to the client periodically
- (xiv) 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..
- (xv) PMU will support the BCECE in conducting the third-party security audit of the system developed by

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the system integrator

- (xvi) PMU will support BCECE Board in updating the checklist of conducting the examinations. The final decision of the checklist will be taken by the board.
- (xvii) PMU will provide technical and project management advices and knowledge to the BCECE Board to implement the project and also to monitor the activities that to be performed by the system integrator for conducting the examinations (as per the compliance checklist); PMU will conduct the compliance check on the following activities as per the checklist provided by the Board:

**1. Pre-Examination Process:**

- (a) Preparation of Examination Calendar
- (b) Online Application of Receiving Application Forms by the candidates.
- (c) Receiving of Online Application as per schedule.
- (d) 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 it's finalization will be taken by BCECE Board, PMU's role will be to provide necessary coordination support as requirement of the project.
- (e) Roll No. generation as per rules defined by Board.
- (f) Centre Allocation as per rules defined by Board.
- (g) Admit Card generation.

**2. Understating and performing the conduction of Offline/Online Examination.**

**3. Post-Examination Process-Coordination Support:**

- (a) Evaluation Process.
- (b) Merit List
- (c) Result

**4. Online Counselling Process:**

- (a) Preparation of Counselling Schedule.
- (b) Check the functionality of the Online Counselling Application / Software.
- (c) Support to detect the loopholes and coordinate to resolve the issues (if found) with System Integrator.
- (d) Seat Allotment
- (e) Publication of Seat Allotment Result.
- (f) Reporting of Candidates for Admission.

**4.2 Deliverable**

- 1. The PMU shall responsible for submission of Monthly Progress Report with the PMU work done during each month.
- 2. As required, PMU shall submit/update the Current State Assessment and gap analysis report time to time.



### 4.3 Manpower Requirement

Sl. No.	Manpower	Qty.
1	Project Manager (Process and Project Management - Full time)	1
2	Sr. Consultant (Process and Project Management - Full time)	1
3	Consultant (Process and Project Management - Full time)	1

#### 4.4 Roles, Responsibilities' & Qualification

Sl. No.	Manpower	Required Qualifications, Skills and Abilities	Key responsibilities
1	<b>Project Manager (1): (Process and Project Management - Full time)</b>	<ul style="list-style-type: none"> <li>➤ Must be Graduate with MBA with at least 7 years of experience.</li> <li>➤ Min 3 years of experience in government ICT sector projects.</li> <li>➤ Should be company payroll at the time of deployment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Review work product deliverable to be submitted to client and to improve quality and correctness.</li> <li>➤ Share new ideas and give suggestions for improvement in processes</li> <li>➤ Give inputs on review formats prepared and share inputs on project plans to make them robust and better</li> <li>➤ Monitor team and manage team deployed at client location in Patna</li> <li>➤ Attend important meeting at client location whenever required and provide ample guidance to team members on allocated activities.</li> </ul>
2	<b>Sr. Consultant (1): (Process and Project Management - Full time)</b>  The Consultant specialized in Process management and project planning will be closely working with the BCECE Board, Patna.	<ul style="list-style-type: none"> <li>➤ BE/B. Tech (CSE/ IT) degree.</li> <li>➤ Minimum total 5 Years of experience in ICT consultancy/ implementation.</li> <li>➤ Must have one PMU/Consulting experience towards implementation of Application/ software in Education Sector.</li> <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>➤ Create project plans and Maintains project objectives</li> <li>➤ Monitor's production and quality to customers/stakeholder/sponsor standards</li> <li>➤ Identify, log and help resolve issues and risk</li> <li>➤ Reports on project progress, offers viable solutions and opportunities as they arise. Preparation for reports and formats</li> <li>➤ Able to work closely with members of the BCECE Board and work as a State Project Management Team.</li> <li>➤ Collection of information from different stake holder and formulating business requirements</li> <li>➤ Follow up and coordination with BCECE Board and SI.</li> <li>➤ Filling and maintenance of issue tracker, checklist, compliance sheet, MIS master sheet etc. for every examination conducted.</li> </ul>

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Sl. No.	Manpower	Required Qualifications, Skills and Abilities	Key responsibilities
3	<p><b>Consultant (1): (Process and Project Management - Full time)</b></p> <p>The Consultant specialized in Process management and project planning will be closely working with the BCECE Board, Patna.</p>	<ul style="list-style-type: none"> <li>➤ BE/B. Tech / MCA/MBA or PGDBM (IT) degree.</li> <li>➤ Total 5 Years of experience of which least 2 years of experience in government sector projects.</li> <li>➤ Must have consulting experience the implementation in IT Project in Govt./PSU.</li> <li>➤ Should be company payroll at the time of deployment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Monitoring the SLA of IA</li> <li>➤ Assisting BCECE board in Development design specification for the state specific requirements along with estimation</li> <li>➤ Create project plans and Maintains project objectives.</li> <li>➤ Get the design review and co-relate changes with estimation.</li> <li>➤ Preparation various templates required to be filled in by the various stakeholders involved in the review process.</li> <li>➤ Reports on project progress. Preparation for reports and formats</li> <li>➤ Follow up and coordination with BCECE Board and SI.</li> </ul>

## **Section 5: SELECTION OF BIDDER AND EVALUATION OF BID**

- The Controller of Examination, BCECE Board shall open the bids in the presence of bidders or their authorized representatives who choose to attend. The bidder's representative, who is present, shall sign an attendance register. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- Bid Evaluation Committee (BEC) to be constituted by The Controller of Examination, BCECE Board and will evaluate the bids.
- The Controller of Examination, BCECE Board reserves the rights to postpone or cancel a scheduled Bid opening.
- The Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process.

### **5.1 Criteria for Evaluation**

#### **5.1.1 Pre – Qualification / Eligibility criteria**

#	Qualification Criteria	Evidence Required	Page No of Reference document
1.	The responding firm/agency (a) Should have made a payment of INR. 10,000 (INR Ten Thousand) (non-refundable) for the Tender Fee  (b) Should have submitted EMD of INR 5,00,000 (INR Five Lakhs only)	(a) Cost of tender document must be submitted through E-payment only; else bid will be summarily rejected.  (b) EMD should be in favour of "Controller of Examination, BCECE Board. Payable at Patna and should be issued by any nationalized/scheduled commercial bank in the form of an original bank guarantee or in Demand Draft	
2.	Legal Entry <ul style="list-style-type: none"> <li>• Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008</li> </ul>	a) Copy of Registration Certificate	
	<ul style="list-style-type: none"> <li>• Registered with the Income Tax and GST</li> </ul>	a) Copy of PAN Card b) Copy of GST registration	
3.	Bidder's average annual turnover must be INR 100 Crores or above from advisory/consulting services for last three financial years (FY 19-20, 20-21 & 21-22)	Certificate from Statutory Auditor with average annual turnover of the bidding entity for mentioned years	
4.	The Net Worth of the Bidder must be positive at least for last 3 audited financial (FY 19-20, 20-21 & 21-22)	A certificate from the statutory auditor	
5.	The bidder must have been engaged at least five (5) IT consulting projects for Government organizations/ agencies (Departments/ Semi Government or Autonomous Bodies/ PSUs/ Development Authorities) in last five (5) years worth Rs	Ref Annexure form 3: - "Project Citation Format" supported with Work order or Purchase Order (PO) or Agreement.	

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#	Qualification Criteria	Evidence Required	Page No of Reference document
	1 Crore and above.		
6.	The bidder must have experience of at-least two projects in Education/ examination domain in Government in last five (5) years	Ref Annexure form 3: - "Project Citation Format" supported with Work order or Purchase Order (PO) or Agreement.	
7.	The bidder shall not be under blacklisting by any State / Central Government or PSU Organization as on bid submission date.	A self-declaration by the authorized signatory of the bidding entity	
8.	The Bidder should have minimum 100 full time resources under its payroll as on RFP publishing date.	Certificate from the HR	

## 5.2 Technical Evaluation

- Tender Evaluation Committee will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, Tender Evaluation Committee will examine the information supplied by the Bidders and shall evaluate the same as per the evaluation criteria specified in this RFP.
- Proposal Presentations: The committee may invite each bidder to make a presentation. The purpose of such presentations would be to allow the bidders to present their proposed approach to the evaluation committee and the key points in their proposals.
- The technical evaluation of Bids will be carried out to ensure technical and functional compliance with requirements mentioned in the RFP. A minimum of **70 marks** should be scored in the technical proposal for the bid to be declared technically qualified. For all technically qualified bidders the financial bids will be opened for further evaluation.
- The Technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST)
- Based on the technical evaluation, the Financial Bids of only the technically qualified bidders shall be opened by Tender Evaluation Committee. The Financial evaluation will take into account the information supplied by the Bidders in the Financial Proposal and shall evaluate the same as per the evaluation criteria specified in this RFP.
- Following are the parameters that will be evaluated in a technical bid:
  - a) To qualify the Technical Bid Evaluation the bidder must confirm to all the requirements stated in the RFP document
  - b) Financial bids of only those bidders will be opened whose technical bid complies with the requirements mentioned in the RFP document.
  - c) BCECE Board shall also take a presentation, as it may deem necessary, from each or any of the bidders before finalizing the Technical Score.
  - d) **A Technical Score of Seventy (70) marks or above will be declared as technically qualified.** The technically qualified bidders shall be ranked as per score achieved by them, from the highest to the lowest Technical Score (ST) score.

## 5.2.1 Technical Qualification criteria

#	Criteria	Evidence Required	Maximum Marks
1	<b>Consultant Firm's Experience</b>		
1A	<p>Average Turn over from e-Governance/IT Consulting Business in last 3Years (FY 19-20, 20-21 &amp; 21-22)</p> <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>	A certificate from statutory auditor	10
1B	<p>The bidder should have e-Governance experience in providing Consulting/PMU service for any Government/Autonomous Bodies in the last 5 years;</p> <ul style="list-style-type: none"> <li>For 5 projects: 6 Marks</li> <li>For each additional 1 project will get 2 marks up-to max 4 marks.</li> </ul>	Ref Annexure, Form 3: - "Project Citation Format" supported with LOI or Work order or Purchase Order (PO) or agreement	10
1C	<p>The bidder should have experience in providing Consulting/PMU service for any Government/Autonomous Bodies towards IT implementation in education/examination project;</p> <ul style="list-style-type: none"> <li>1 project: 5 Marks</li> <li>1 mark each for each additional project up-to a total of 5 marks</li> </ul>	Ref Annexure, Form 3: - "Project Citation Format" supported with LOI Work order or Purchase Order (PO) or agreement	10
1D	<p>Experience in Consulting/e-Gov projects in Govt of Bihar in last 5 Years;</p> <ul style="list-style-type: none"> <li>For 5 projects: 6 Marks</li> <li>2 marks each for each additional project up-to total of 4 marks</li> </ul>	Ref Annexure, Form 3: - "Project Citation Format" supported with Lol Work order or Purchase Order (PO) or agreement	10
1E	<p>Overall regular staff strength with experience on firm's payroll as on date of bid submission;</p> <ul style="list-style-type: none"> <li>&gt;=200 Manpower: 10 Marks</li> <li>&gt;=150 Manpower to &lt;200 Manpower: 8 Marks</li> <li>&gt;=100 Manpower to &lt;150 Manpower: 6 Marks</li> </ul>	Self-certificate from the HR	10
2	<b>Proposed resources Profile:</b>		
2A	<p><b><u>Project Manager (1)</u></b></p> <p><b>A) Professional Experience</b> Overall project experience in working in IT/ITES/e-Gov Sector.</p> <ul style="list-style-type: none"> <li>10 Years of Experience: – 4 Marks</li> <li>7 Years of Experience: - 2 Marks</li> </ul> <p>Must have implemented ICT/ application projects in Government domain:</p> <ul style="list-style-type: none"> <li>3 project Experience - 6 Mark</li> </ul>	<i>Please refer Annexure-Form 6 for CV format</i>	12

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#	Criteria	Evidence Required	Maximum Marks
	<ul style="list-style-type: none"> <li>0.5 marks for each additional project up to a total of 1 mark</li> </ul> <p><b>B) Certifications:</b></p> <ul style="list-style-type: none"> <li>PMP/Prince-2: - 1 marks</li> </ul>		
<b>Sr. Consultant (1)</b> (Process or Project Management profile)			
2B	<p><b>A) Professional Experience</b> Experience in working on ICT consultancy/ implementation projects with central/ state government/PSU/ Education/ Examination Board/Autonomous Body.</p> <ul style="list-style-type: none"> <li>Total Experience of 7 Years - 4 Marks</li> <li>Total Experience of 6 Years - 3 Marks</li> <li>Total Experience of 5 years - 2 Marks</li> </ul> <p>Experience in PMU/Consulting experience in implementation of IT systems in Education related sector/Examination Boards</p> <ul style="list-style-type: none"> <li>3 Projects - 3 Marks</li> <li>2 Projects - 2 Marks</li> <li>1 Project - 1 Marks</li> </ul> <p>Experience of consulting/ implementation of e-Governance Projects</p> <ul style="list-style-type: none"> <li>3 Projects - 3 Marks</li> <li>2 Projects - 2 Marks</li> <li>1 Project- 1 Mark</li> </ul>	<i>Please refer Annexure-Form 6 for CV format</i>	10
<b>Consultant (1)</b> (Process or Project Management profile)			
2C	<p><b>A) Professional Experience</b> Total Project experience with central/ state government/PSU/ Education/ Examination Board.</p> <ul style="list-style-type: none"> <li>Experience of 7 Years - 3 Marks</li> <li>Experience of 6 years - 2 Marks</li> <li>Experience of 5 Years - 1 Marks</li> </ul> <p>Experience in e-Governance Project.</p> <ul style="list-style-type: none"> <li>2 Projects - 2 Marks</li> <li>1 Project- 1 Mark</li> </ul>	<i>Please refer Annexure - Form 6 for CV format</i>	5
<b>Technical Presentation</b>			
3	(i) Understanding of project and scope of work		10
	(ii) Anticipated Challenges and proposed mitigation strategies		10
	(iii) Approach & Methodology including Work Plan		3

### 5.3 Financial Evaluation

- In the second stage, the financial evaluation of the proposal will be carried out after determining whether the Financial Proposals are complete, unqualified and unconditional.

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- The total cost indicated in the Financial Proposal shall be considered for this purpose.
- The Financial bid price will be all inclusive and will include inter-alia all taxes including service tax and incidentals like travel, stationery, telephone expenses.
- The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ('Bid Price'). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- Any conditionality included in the financial bid will lead to summary disqualification of the entire bid
- Evaluation will be done based on weighted average as per the QCBS ratio.
- The Selected Applicant shall be the first ranked Applicant (having the highest combined score).
- The formula for determining the Technical Scores (St) of all other proposals is calculated as following;

$St = 100 \times T/Th$ , 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.

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:

$$S = St \times T + Sf \times P,$$

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.



## **Section 6: PAYMENT TERMS & PENALTY MATRIX**

### **6.1 Payment terms**

- 100% Payment will be done on quarterly basis within 15 days after submission of invoice.

### **6.2 Penalty matrix**

- 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.
- Total working days of a month: Total calendar days of the month excluding the state govt. holidays
- Billable day: Total calendar 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.
- Penalty: Amount will be deducted proportionality to absenteeism.
- Other terms will be decided at the time of signing of agreement with the selected consultant.
- 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.

## **Section 7: SPECIAL TERMS AND CONDITIONS OF THE TENDER**

### **7.1 Right of Selection/Rejection Any/All Proposal(s)**

Controller of Examination, BCECE Board reserves all rights to reject any or all proposals, to waive any minor in-formalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the BCECE Board. Selection of a Bidder solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed.

### **7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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

### **7.3 Notification of Award**

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. 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.

The notification of award will constitute the formation of the contract. Upon the selected bidder's furnishing of Performance Bank Guarantee, Controller of Examination, BCECE Board will notify each unselected bidder and return their EMD.

### **7.4 Contract Finalization and Award**

Controller of Examination, BCECE Board shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.

Controller of Examination, BCECE Board may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP.

### **7.5 Signing of Contract**

After the Controller of Examination, BCECE Board notifies the selected bidder that its proposal has been accepted and submission of PBG, BCECE Board shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BCECE Board and the selected bidder. The Draft Legal Agreement will be provided as a separate document by any one of the parties and has to finalize and sign the contract within stipulated time period.

### **7.6 Failure to Agree with the Terms and Conditions of the RFP**

If selected bidder does not agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Controller of Examination, BCECE Board may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, Controller of Examination, BCECE Board shall invoke the EMD of the most responsive bidder.

## **7.7 Taxes and Duties**

All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on for basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.

The decision of The Controller of Examination, BCECE Board in this regard will be final and binding and no disputes in this regard will be entertained.

Any change in taxation structure by Government will be applicable bidirectional to both the parties.

## **7.8 Extension of Services**

This contract will be initially for two year from date of singing of contract and BCECEB reserves the right to extend the Term for a period of up to one year at a time with a maximum of two years. Such extension shall be on the same terms and conditions between BCECE Board and bidder.

### **Dispute Resolution & Arbitration**

- BCECE Board and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above-mentioned method, 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 nominated by the Chairman, BCECE Board. 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, Bihar

## **7.9 Right to Terminate the Process**

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

## **7.10 Force Majeure**

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on BCECE Board.
4. If a Force Majeure situation arises, the bidder shall promptly notify BCECE Board in writing of 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.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control

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of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.

6. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
  - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
  - Explosion or chemical contamination (other than resulting from an act of war);
  - Epidemic such as plague.
  - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
  - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy,
  - Blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
  - Strikes, work to rules, go-slows which are widespread, nation-wide, or state-wide and are of political nature.
  - Any event or circumstance of a nature analogous to any of the foregoing

### **7.11 Intellectual Property Rights**

1. 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.

### **7.12 Exit Management**

In the case of termination of the Agreement, the parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations before the expiry of the exit management period which will be decided by both the parties and Bidder Name will deliver all the information and knowledge out of this assignment to BCECE Board or to any team as may be mutually agreed between Parties.

### **7.13 Termination**

#### **7.14.1 Termination for Default**

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.

#### **7.14.2 Bankruptcy and Insolvency**

BCECE Board can terminate the contract if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. Controller of Examination, BCECE Board, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. Controller of Examination, BCECE Board will also, in such cases have the right to recover any pending dues by invoking the performance bank guarantee or any such instrument available with BCECE Board

In the event of the breach of any terms of the agreement by the selected bidder, Controller of Examination, BCECE Board shall be entitled to terminate this Agreement forthwith. The decision of Controller of Examination, BCECE Board as to any breach shall be final and binding on the selected bidder after giving a reasonable time for clarification to the bidder.

#### **7.14.3 Termination by parties**

Any party can terminate the contract by giving one month advance notice.

Note: In case of termination, the bidder will be entitled to get paid for the scope of work delivered till the date of exit/termination, in this case its deployment of resources.

#### **7.14 Forfeiture of EMD**

The EMD shall stand forfeited if:

- Submission of eligibility requirements containing false information or falsified documents.
- The bidder withdraws its offer before bid validity.
- The selected bidder, who's e-tender is accepted, fails or refuses to furnish the performance bank guarantee, or fails or refuses to execute the contract.

#### **7.15 Limitation of Liability**

- (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 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.
- (b) PMU Agency shall not be liable for delay in discharging its obligations, to the extent that such delay or failure is attributable to BCECE Board or any third party appointed by BCECE Board. In case of such delay, PMU Agency shall be entitled to an extension of time to perform its obligations and, unless otherwise agreed, the period of the extension will be equal to the amount of delay.

**Section 8: ANNEXURE**

**Form 1: Bid Cover Letter**

**To:**

**The Controller of Examination,  
Bihar Combined Entrance Competitive Examination Board,  
I.A.S Association Building, Near Patna Airport,  
P.O- B.V. College, Patna – 800014.**

**Sub:** Selection of Consultant for setting up of Project Management Unit (PMU) for Bihar Combined Entrance Competitive Examination Board (BCECE Board), Government of Bihar.

**Ref: RFP No:** \_\_\_\_\_ **Dated:** DD/MM/YYYY

**Dear Sir,**

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the 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.

We are here by inclosing our technical and financial proposal as required in the RFP.

Dated this Day of YYYY

(Signature)

(In the capacity of)

(Name)

Duly authorized to sign the tender response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

**Form 2: Bidder's Information**

Tender Ref.

Date: dd/mm/yyyy

To,

**The Controller of Examination,  
Bihar Combined Entrance Competitive Examination Board,  
I.A.S Association Building, Near Patna Airport,  
P. O-B.V. College, Patna – 800014.**

#	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Details of Company's Registration (Please enclose copy of the company registration document)	
7.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
<b>Name</b>		
<b>Title</b>		
<b>Company Address</b>		
<b>Mobile</b>		
<b>Fax</b>		
<b>Email Id</b>		

Yours Sincerely,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

### Form 3: Project Citation Format

(To be submitted on the letterhead of the bidder)

Relevant project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client (email, Phone no.)	
Project Details	
Description of the project	
Scope of services	
Total cost of the project	
Duration of the project (no. of months, start date, completion date, current status)	
Copy of Work Order/Purchase Order(PO)/Letter of Intent (LoI) 'Letter of Intent (LoI) with extract from signed contract showcasing the project value and scope of work'/Experience Certificate etc	



**Form 4: Bidder's Annual turnover over last 3 financial years**

(To be submitted on the letterhead of the bidder)

Tender Ref.

Date: dd/mm/yyyy

To,

**The Controller of Examination,  
Bihar Combined Entrance Competitive Examination Board,  
I.A.S Association Building, Near Patna Airport,  
P. O-B.V. College, Patna – 800014.**

Dear Sir,

The average annual turnover for the firm is tabulated below:.

#	Details	FY 2019-20 (in Crores) (a)	FY 2020-21 (in Crores) (b)	FY 2021-22 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	The Bidder's average annual turnover must be INR 100 Crores or above for last three financial years (FY 19-20, 20-21 & 21-22)				

Yours Sincerely,

\_\_\_\_\_  
Signature of Statutory Auditor (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

**Form 5: Declaration on Employee Strength**

(To be submitted on the letterhead of the bidder)

*Tender Ref.*

*Date: dd/mm/yyyy*

**To,**

**The Controller of Examination,  
Bihar Combined Entrance Competitive Examination Board,  
I.A.S Association Building, Near Patna Airport,  
P. O-B.V. College, Patna – 800014.**

Dear Sir,

It is hereby certified that there are more than \_\_\_\_\_ regular employees on the firms payroll as on \_\_\_\_\_

Yours Sincerely,

\_\_\_\_\_  
Signature of Authorized signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

**Form 6: Curriculum Vitae (CV) of Key Personnel**

1. Name of Firm:
2. Name of Employee:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:



S. No.	Degree Obtained	Institution	Dates

11. Key Qualifications:
12. Other Training:
13. Technical Skills:
14. Countries of Work Experience:
15. Professional Certification:
16. Languages:

S. No.	Languages	Speak	Read	Write

**17. Employment Record:**

From/To	
Employer	
Position held	
Key Duties Assigned:	

**18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

Name of assignment or project:	
Year:	
Location:	
Client:	

**RFP for "Selection of Consultant for setting of PMU for BCECE Board"**

Main project features:	
Positions held:	
Activities performed:	

**19. Certification:**

Name of the Recourse

Signature

Date

**Form 7: Financial Proposal – Standard Forms**

Sr. No.	Particulars	Rate per month	Total Months	Cost	Taxes	Total cost
		A	B	C=(A*B)	D	C+D
1	Project Manager (1) (100% of the man month can be billed on the project)		24			
2	Sr. Consultant (1) (100% of the man month can be billed on the project)		24			
3	Consultant (1) (100% of the man month can be billed on the project)		24			
4	Any Other cost of Agency		-----			
<b>Total Cost of PMU Agency</b>						