

Request for Proposal (RFP)
for Implementation of
Application Software & IT Infrastructure for
Bihar e- Procurement Project
On
Build, Own, Operate Model

Tender No: BSEDC/2008 /e-Procurements / 004

Date: 12th June 2008



Bihar State Electronics Development
Corporation Limited

(A Government of Bihar Undertaking)

BELTRON BHAWAN, SHASHTRI NAGAR,

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Important information

Table 1: Important Information about the RFP & implementation Plan

Non-Refundable Tender Cost	Rs. 15,000/- in cash or through demand draft from a scheduled bank, drawn in favour of "Bihar State Electronics Development Corporation Limited", payable at Patna.
EMD	Rs. 20,00,000/- (Twenty Lakhs Only) in the form of Demand Draft /Bank Guarantee in favour of Bihar State Electronics Development Corporation Limited payable at Patna from a scheduled bank
Last Date of Submission of written queries on Bid document	Any clarification and queries relating to tender document. Bidders have to submit their written clarifications & queries on before 17 th June 2008
Pre bid conference	20th June 2008 at 4.00 P.M. Venue: office of Managing Director, Bihar State Electronics Development Corporation Limited, Beltron Bhawan, Patna
Last date for submission of Bids	11th July 2008 at 3.00 P.M. Venue: Bihar State Electronics Development Corporation Limited, Beltron Bhawan, Patna
Opening of Pre-Qualification Bids	4.00 P.M. on 11th July, 2008 Venue: Chamber of Managing Director, Bihar State Electronics Development Corporation Limited, Beltron Bhawan, Patna
Opening of Technical & Financial Bids	Only those Pre-qualification bidders will be informed about the opening of Technical bids and subsequently, bidders technically qualified would be informed for Financial bids opening. Date and time of opening of Technical and Financial bids will be published in the notice board of BSEDC Ltd
Time period to Implementation the e-procurement project	Within 9 months of LoI/Work Order issued to Selected Vendor by BSEDC Ltd .
Performance Guarantee in shape of irrecoverable Bank Guarantee	Rs. 1,00,00,000/- (Rs. One Crore Only) or as per decision of the Steering Committee, before placing the Purchase Order/LOI/SLA



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Preface

The Electronic Governance (or e-governance) has become an accepted methodology involving the use of IT to providing information speedily to all citizens, Improving Public services, improving administrative efficiency. In this direction Government of Bihar has adopted to rollout to major Information Technology Infrastructure project namely State Wide Area Network, State Data Center and electronics Infrastructure for e-procurements for use of ICT in general administration.

e-Procurement is a comprehensive e-Infrastructure that will help the government and the citizens realize the vision of fuelling growth via profitable B2B e-commerce. Providing a robust, proven platform used by the largest companies in India and the world, it enables trade between companies of different sizes, platforms and locations. To this end, e- Procurement will provide services like Catalog Purchase, e-Tendering etc..

GoB (Govt. of Bihar) requires the Application Service Provider/System Integrator (ASP/SI) to implement all the specified modules (e-Tendering, e-Auctions, indent management, contract management, catalogue management and e-Payments) and the ASP has to exhibit its capability to deploy the sought modules. The system shall be gradually rolled-out across offices in the Government of Bihar. The solution should provide real-time bidding solutions for buyers and sellers that bring an unprecedented level of profitability, control, and simplicity to corporate procurement and liquidation processes.

The Tender Management Software helps both the buyers and the suppliers to reduce the cycle time, unnecessary paper work, waiting in long queues and simultaneously maintain the transparency in the entire process.

e-Procurement will be utilized by Government of Bihar departments including, local bodies and municipal corporations along with their vendors. Co-operative sectors, public sectors and other state governments can also use this solution.

Bihar State Electronics Development Corporation Limited (BSEDC) has been appointed by Department of Information Technology, Government of Bihar as nodal



agency for implementation of e-Procurement System in the State. For e-procurement project Bihar BSEDC is considering the appointment of a Bidder (here in after referred to as "bidder"/ASP) to design, establishing, implementing, operating and maintaining e-procurement in an efficient and effective manner. Bidder has to quote for the installation and maintenance of e-procurement on BOO basis for duration of five years, in accordance with the various provisions of this RFP document.

BSEDC now invites sealed technical and financial proposals from eligible Bidders for selection as bidder, to implement and operate e-procurement application in the State of Bihar. The bidder shall be selected as per the procedures described in this Request For Proposal (RFP).

Bidder shall submit three sealed envelopes containing

- **Part I: Two hard copies of Pre-qualification Bid and one soft copy of the Pre-qualification Bid.**
- **Part II: Two hard copies and one soft copy of the Technical Bid and one soft copy of the Technical Bid.**
- **Part III: Two hard copies and one soft copy of the Commercial Bid.**

Note: Soft copy should be PDF format and also in MS word/excel/Ppt formats.

The bidders are requested to submit technical and financial Proposals as per the provisions detailed in this RFP. The last date for submitting the technical and financial Proposal is **11th July 2008, latest by 3.00 PM** to the following address, which would be used for all future communication in regards to this RFP.

**The,
Managing Director,
Bihar State Electronics Development Corporation Limited,
BELTRON Bhawan, Shastri Nagar
PATNA BIHAR - PIN CODE-800023**



Letter for Invitation

Date of Issuance: _____

Ref. No: _____

To,

Dear Sir,

BSEDC invites proposals to provide developing, designing, construction, establishing, implementation and operations of ICT Infrastructure and application for e-procurements for a period of Five Years on BOO model. More details on the services are provided in the Scope of Services.

You are requested to go through the document carefully and submit your proposals as per the instructions and guidelines given in the document.

YOURS SINCERELY,

Alok Vardhan Chaturvedi

Managing Director

Bihar State Electronics Development Corporation Limited

BELTRON Bhawan, Shastri Nagar, Patna, 800023



Scope of works

e-Procurement is the purchasing of goods and services using the internet through application Software. BSEDC Ltd will provide only SPACE in the data center facility to deploy application and hardware (such as Web server, Application Server, Database Server, Storage etc.) by the selected bidder. The major terms of reference (ToR) is described below:

- Covers full life cycle of purchasing (indent to receipt of goods)
- Connects buyers and suppliers through electronic exchange of Tenders, catalogs, contracts, POs, invoices etc
- Create and publish Tender documents
- Sell Tenders
- Receive Bids
- Evaluate Tenders
- Award Contract / PO
- Using e-Tendering, the suppliers can
- Receive notification of the relevant tenders
- Purchase tenders document
- Submit Bids Online
- Track the status of their bids

So far in India, e-Tendering has been predominantly implemented in public sector organizations. However, the e-Procurement solution GoB seeks is much more comprehensive than e-Tendering. It includes the following modules as depicted in figure 1.0:

- i. Centralized Registration of Suppliers/ Contractors
- ii. Indent management
- iii. e-Tendering
- iv. e-Auction
- v. Contract management
- vi. Catalogue management
- vii. e-Payments
- viii. Accounting and
- ix. Management Information System (MIS)

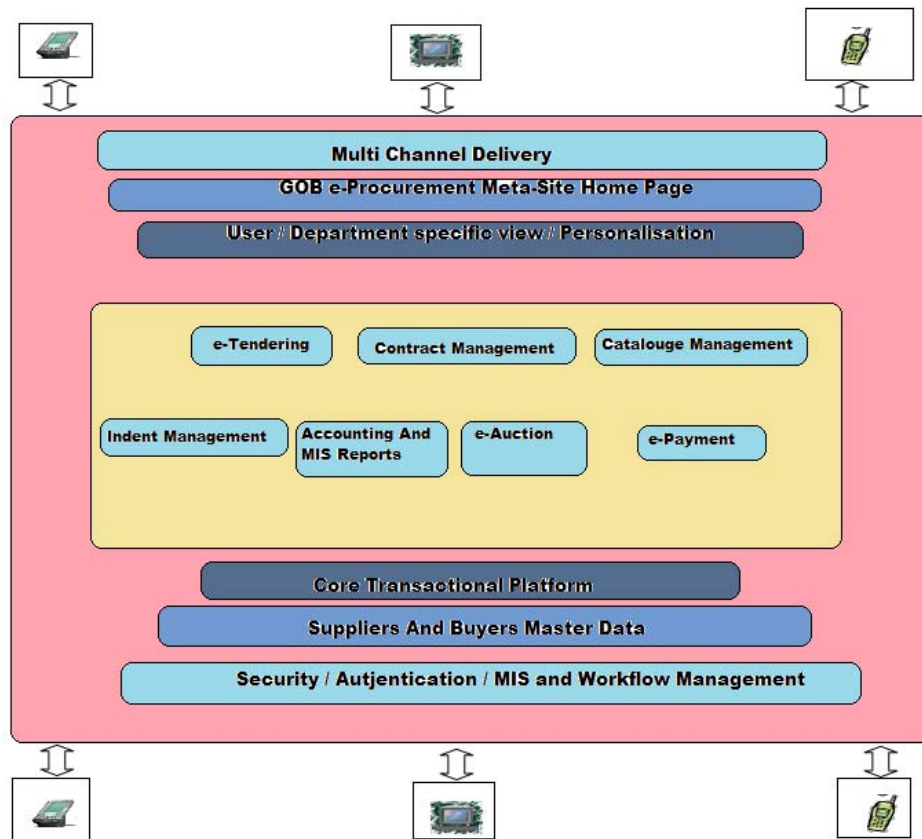


Figure 1.0: Functional overview of the required e-Procurement system

A description of the functionality of the afore-mentioned nine modules is provided in the following section.

The solution must be Internet based and accessible by both governmental employees and the contractor community from all over the world. The services shall be made available to the government employees through intranet. It must be PKI enabled so as to ensure secure and authenticated access and transactions which are in conformity with the IT Act 2000 and any further amendments issued by the Government of India (GoI). The implementation of end-to-end e-Procurement system requires integration with legacy systems such as inventory management and financial management available with some of the government enterprises, and an e-payment gateway. In addition to the above, the system must have a well-built MIS reporting system.



The Government of Bihar calls for packaged-type solutions, which shall be customized and configured to fit the functional requirements specified in this document and deployed in government agencies spread across the state and operated for a period of 5 years. The selected bidder must exhibit its capability in successfully deploying all the sought modules within 9 months from the contract award date. In response to this section, ASP's are required to provide a statement on the availability of the required modules in their packaged solution. The format specified below shall be used for preparing the statement. The availability of the sought e-Procurement modules in the packaged-type solution, which the Company/Consortium proposes to deploy, is explained in the table below:

The availability of the sought e-Procurement modules in the packaged-type solution, which the Company/Consortium proposes to deploy, is explained in the table below:

Sr. No.	Module Name	Availability (Yes/No)
1.	Centralized supplier registration	
2.	Indent Management	
3.	eTendering	
4.	eAuctions	
5.	Contract Management	
6.	Catalogue Management	
7.	ePayments	
8.	Accounting	
9.	MIS	

Bidder shall customize the modules to suit the requirements of the government departments and should deploy them in defined time limit.

The modules are to be deployed in a phased manner in GoB as per the requirement of the departments. GoB has full right to decide upon which modules would be taken first. Hence, they should have provision of all the above modules as defined in the table and customize them as and when it is required by the departments.



The GoB seeks not just the deployment of the e-Procurement software but also a list of services associated with hosting the solution and administering it. The services required by the GoB include training departmental users and suppliers at State Head Quarter and District Head Quarter Levels, preparation of catalogues, management of help desk, and registration of suppliers and administration of the system. A more detailed description of the services required by the GoB is provided later in this Volume. The hardware required for hosting the solution shall be provided by the bidder/ASP. The Government offers to provide physical space in the Data Center located in Patna, where the hardware may be physically located. This is to ensure security of the e-Procurement System.

3.1 Functional Requirements of the components/modules of e-Procurement system

A high-level description of the components of e-Procurement system is given below:

3.1.1 Supplier registration module:

Being a large buyer, the Government procures goods, works and services from hundreds of suppliers. The suppliers are registered with the government in different classes depending on their capabilities and proven performance. Typically, government agencies in a State tend to register suppliers independently. This results in duplicative work on behalf of Government and additional effort and cost on behalf of the suppliers/ contractor community. In recent times, governments are taking efforts to register suppliers in a centralized location. In supplier registration module, information about suppliers and their performance is stored. The stored information is taken as base data for automating the evaluation of pre-qualification and technical bids.

The following general principles are stated in this regard:

- i. The suppliers/ Contractors are registered in different classes and categories, depending on factors such as the value of works executed/goods& services supplied in the past, nature of works executed/ supplies made and turnover of the company etc.



- ii. Each supplier/ contractor, on registration, would be optionally provided with a Digital Signature Certificate (DSC), in association with a Certification Authority (CA). The registered supplier/ contractor can also obtain the DSC, alternatively, from any other CA of choice.
- iii. A one-time registration fee would be charged from the suppliers/contractors.
- iv. The registration is renewable on a yearly basis.
- v. This module would maintain the profile of all the registered contractors/ suppliers on a real-time basis.
- vi. A Supplier/ contractor possessing a valid registration, would be eligible for participating in the tenders of the GoB for which such supplier/ Contractor is eligible in terms of the rules of GoB
- vii. The registration is valid across all government agencies, subject to the policies to be laid down by GoB in this regard.

3.1.2 Indent management

The flow of documents during the course of preparing a tender is handled by the workflow automation module. The hierarchy of personnel from Assistant Engineer up to the Engineer-in-Chief has to use a workflow module for transferring documents across offices with comments/ changes and to seek approvals. As the documents are electronically transferred, the time taken to complete a process is reduced when compared to having it done manually.

In a digital workflow scenario, the performance of the administrative hierarchy can be monitored. Reports generated by the MIS are helpful for identifying clog areas and taking remedial action.

The workflow engine, which is at the core of the Indent Management Module, shall be standards based, complying with the WfMC Standards – XPDL 2.0 and



Wf-XML 2.0 and any other equivalent standards.

In the context of the procurement of works, preparation of engineering drawings and plans and their transmission across levels for approval, is quite essential. Indent management in the case of goods procurement refers as “Demand aggregation”.

3.1.3 e-Tendering

The processes involved in advertisement of tender, downloading of tender documents, reception of bids, evaluation of bids and award of contract are performed electronically with the e-Tendering module. With e-Tendering, contractor community has easier access to public procurement opportunities. Additionally, contractors enjoy the comforts of submitting their bids electronically from their own premises in anonymity. Moreover, the time taken to handle the tendering activity gets reduced as tender documents are processed electronically. The reduction in time helps government to complete projects in shorter duration.

3.1.4 e-Auction

The auction module is a facility that allows suppliers to dynamically out-bid their competitors within a time-frame specified by a buying agency dynamically.

The auction module should have facilities for both buying (reverse auction) and selling (forward auction) of goods, works and services. In reverse auction, suppliers quote a price lower than their competitors to undertake a task; implying in a two-dimensional graph, the arc representing price goes on the reverse as quoted price gets lower. Forward auction is used to sell off excess items held by government. The suppliers keen on purchasing the items quote higher than their competitors, which results in the price curve moving in upwards/forward direction. Both the auction types should allow suppliers to participate in the bidding activity as anonymous actors. This is an optional module and GoB may use this facility. However, the packaged solution should have provision for e-Auction. This would be used by the State Government Departments if required.



Accordingly, the bidder/SI has to customize the solution.

3.1.5 Contract Management:

The processes involved in between issuance of work order and completion of the work are handled electronically in contract management module. With the contract management module implemented, government is able to maintain an overview of the works in progress. Once a part of a work is completed, then payment to the supplier is quickly arranged as bills associated with the work are processed in an automated system. Once the bills are approved, arrangements can be made to have the payment transferred automatically from government's bank account to that of the suppliers' account. When in place for a period of time, the system collects a repository of knowledge that can be used to measure the performance of a contractor. This is an optional module and GoB may use this facility. However, the packaged solution should have provision for Contract Management. This would be used by the State Government Departments if required. Accordingly, the bidder/SI has to customize the solution.

3.1.6 Catalogue Management

In the catalogue management module, the information about rate contracts negotiated by the government is hosted in an online environment. End users in the government departments would use the negotiated rate contracts and directly place orders for goods and services with the supplier community. Because of the built-in logic, the module automatically checks for authorization, handles accounting formalities, generates usage reports and forwards delivery information. Since access to rate contract information is made easier with the module, the utilization of rate contracts by the end users is expected to increase. The MIS reports generated by the module help purchasing officers in estimating the demand for a product or a service. In the demand generation aspect of the rate contract management module, a facility is provided to generate the estimate online. Using the facility, End users enter information on the extent to which a rate contract was used in their offices. Based on the inputs provided by many end users, an estimate is automatically generated. The system must gather information about the end users



who are inputting the data. While the system could be hosted in an on-line environment, the authority to make the entry shall be restricted.

3.1.7 e-Payments

The e-Payments functionality facilitates online transfer of funds – both inflows and outflows – happening during the course of public procurement activity. The online transfer can be done in multiple ways such as through Credit Cards, purchasing Cards and Internet Banking applications. In the public procurement context, implementation of e- Payments functionality is required in the following areas:

- i. Sale of tender documents
- ii. Online transfer of EMD and
- iii. Making payments to suppliers/contractors for purchase of goods and completion of works

The Government requires the private partner to integrate the e-Procurement application with a payment gateway specified by the Government. While integrating the payment gateway, the partner has to comply with and implement accounting, audit and security procedures as may be prescribed by GoB. This module would be used by the Government Department once e-tendering process is stabilized. However, the packaged solution should have a provision of e-Payments.

3.1.8 Accounting

The accounting functionality calculates payments made to contractors for completion of works and for purchase of goods. For works procurement, the system automatically calculates the money to be paid to a contractor based on information available in the measurement book and rates quoted by the contractor for undertaking the Work. For goods procurement, the system maintains data on the extent to which negotiated rate contracts have been used. As well, the system generates reports on the time taken to process tenders, number of bids received in response to a tender, time taken to complete a work and purchase goods. In summary, the system intelligently accounts key aspects of the public



procurement activity.

3.1.9 Management Information Systems (MIS)

The MIS is a critical component, which collects, records, stores and processes data collected from all the departments in an integrated manner. Tightly integrated with rest of the modules, the MIS performs the following roles: functional support, decision support and performance monitoring.

3.2 e-Procurement services requirements

As part of the engagement, GoB requires the private partner to provide a set of services that complement the implementation effort. Since the services required are mission critical, the Government expects full commitment from the private partner in delivering the services. The following four services required by the government are explained below:

- i. Supplier adoption service
- ii. Training services
- iii. Help desk services and
- iv. Catalogue services

3.2.1 Supplier adoption services

For the successful implementation of e-Procurement, participation is required from the Government and very importantly the supplier community. In order to deploy the e-Procurement system as required by the Government and increase the number of transactions channeled through the system, the implementation partner shall educate the supplier community about e-Procurement and hand-hold them in using the system. As more departments would be added to the e-Procurement systems gradually, the implementation partner may have to gradually enhance the uptake of the system among the suppliers.

3.2.2 Training services

E-Procurement brings about a new way of working for departmental end users and the supplier community. This newness is likely to cause uncertainty in



the minds of those using the system. Through training the user community about the e-Procurement concept and functionalities of the system, the level of uncertainty can be minimized. The reduced level of uncertainty helps in increasing the uptake of the system. Moreover, training events need not necessarily denote a one-way communication where the partner imparts knowledge of the e-Procurement system on the user community. Instead, it can facilitate two-way interactions between the user community and the implementation partner, based on which the partner can customize the system to better suit the requirements of the government.

The GoB requires the private partner to train governmental end users and the supplier community on the e-Procurement system. The training shall be provided in classroom context and as downloadable e-learning lessons. During classroom training, the user community shall obtain hands-on experience in using the system. The size of the classroom shall be kept small with about 25-30 users in a batch. BSEDC and the departments concerned shall identify those who are to be trained and would provide the office space required for providing training/classes. The private partner is responsible for providing the IT and networking infrastructure required for training and the provision of training. As well, the private partner shall prepare the e-Learning material. When enquiries arise on the e-Learning material through phone, fax or e-mail, the partner shall respond earnestly within a short period of time. The training is given mainly to accustom the users on the e-Procurement application. In addition to training users in a class-room environment, there are other ways such as “train-the-trainer” method and e-Learning. Additionally, the vendor shall have a training facility with at least 10 machines, which can be accessed by both Government users and contractors on a reservation basis. Since the number of users to be trained is large, the strategy adopted for provision of the training is highly critical. In their technical-bid response, the bidders are asked to explain the strategy they intend to adopt for providing the training services.

3.2.3 Helpdesk services

The users of the e-Procurement system are based across the State of Bihar, in other parts of India and even internationally. When a government user or a supplier has difficulty in using the system, he or she must be able to obtain help from



someone for resolving the difficulty. The need for such help is critical in the Indian context since a large part of the user population lacks the basic knowledge in using a computer system. Moreover, the inability of a user to perform a task due to the lack of assistance will be taken quite seriously since public procurement is a sensitive topic. In order to facilitate the smooth functioning of the e- Procurement system, a well-functioning help desk service is required. The help desk shall be accessible on a 12 x 7 basis and those employed for providing assistance must be capable of communicating fluently in Hindi and English. The employees must be well-acquainted with the e- Procurement system both function-wise and technical-wise, which they shall use to resolve the queries in an expeditious manner.

3.2.4 Catalogue services

A central activity in the implementation of catalogue management module is the preparation and maintenance of catalogues. The supplier community, which enters into a rate contract agreement with the government, prepares the tent – price and product information – for catalogues. The catalogue information has to be developed in an electronic format and uploaded in the e-Procurement system. Once uploaded, the contracts have to be updated and maintained. In general, the supplier community in India lacks the expertise and the infrastructure for self-developing electronic catalogues and maintaining them. The government requires the partner to address the inadequacy by developing electronic catalogues, hosting and maintaining them up-to-date. The modalities of payment shall be agreed between the private partner and the supplier community. This is an optional module and GoB may use this facility. However, the packaged solution should have provision for this module. This would be used by the supplier community, if required. Accordingly, the bidder/SI has to customize the solution.



E-Procurement project implementation approach

4.1 The use of a phased approach

Public procurement is a comprehensive activity that includes a range of functions that includes tendering, contract management and rate contract negotiation. For carrying out a function, a hierarchy of personnel is involved and multiple approvals are required. In a certain tendering activity, documents flow back-and-forth from the Engineer-in-Chief in the headquarters to a Sub-Engineer located in a sub-divisional office. The implementation of a comprehensive end-to-end e-Procurement solution across the entire State takes quite a challenging effort. Mentioning a couple of challenges, interconnectivity across all governmental departments is to be established; training is to be provided to a large number of governmental employees spread across the State and contractors spread even wider across. To overcome the challenges it is recommend the use of a phased implementation approach.

The implementation of e-Procurement is phased function-wise, geography- wise, value-wise and time-wise. The term “function” denotes the e-Procurement components implemented and the term “geography” denotes the departments and locations at which the solution is implemented. “Value” denotes the worthiness of transactions routed through the e-Procurement system. In India it is common practice to route high value contracts (e.g. one Crore and above) through the e-Procurement system at first and gradually include low value contracts in a slab-based manner; slabs being 50 Lakhs, 25 Lakhs and 10 Lakhs and so on. Under the time- dimension, the implementation of the system is conceived in terms of phases each of which lasts for a duration of six months.

The Government of Bihar intends to implement all the required modules gradually and would be focusing in bringing all the departmental procurement system into e-Procurement platform.



4.2 Staging Phase and roll-out phase

The implementation of e-Procurement is done in two phases: staging and roll-out. The staging phase lasts for a nine-month period, during which time, the ASP is asked to deploy all the required modules on a test basis. Government would identify number of departments and the offices where e-Procurement modules shall be implemented. Also the value of contracts that shall be routed through the system would be defined. During the staging phase, the supplier registration system shall be implemented in a centralized manner, used by all departments in the Government. The performance of the bidder/ASP is evaluated at the end of the staging phase. If the system has performed as expected, then the Government shall ask the ASP to roll-out the system across departments in the State. During the roll-out phase, the vendor shall deploy all the modules across departments in the State as per the Service Level Agreement (SLA) criteria specified. The roll-out phase as forecasted by the Government will last for five years in addition to the six months allocated for the staging phase.

At the end of the five years, the Government will review the situation and decide on the out-right purchase of the system – (i.e.) perpetual license for the e-Procurement application and systems software and transfer of hardware assets on which the application is deployed - as against a renewal of the partnership and exiting the partnership. If the Partner performs well, as per the Service Level Agreement (SLA) criteria specified in Volume three, the contract shall effectively last for a five year period in addition to the nine-month staging phase.

If the ASP is found in breach of the Service Level Agreement criteria, then the termination process will get invoked as per the terms and conditions specified in termination clause. In response to this section, the bidders shall prepare and explain the plan proposed to implement the roll-out within 2 months from the award of contract.

4.2.1. Scope of work in the staging phase

4.2.1.1 Guidance criteria



The following criteria were taken into consideration for defining the scope of work in the staging phase:

- i. To provide the implementation partner with adequate opportunity to exhibit his capabilities.
- ii. The level of IT readiness in governmental departments and the supplier community
- iii. Implement those functionalities from which maximum benefits are obtained with minimal effort at first; analogical to plucking low hanging fruits at first.
- iv. Recommend an approach that can realistically be implemented.
- v. The efforts taken during the staging phase should exhibit success and lay the foundation for rolling out the system across the State.



5. Security features of electronics

Infrastructure of e- Procurement Application

The security features incorporated in the application ensures that all activities are logged, no unauthorized person has access to data, all sensitive data is encrypted and system can be restore in a minimal possible time in case of a disaster or system crash.

- **Audit Trail.** The Solution has been so designed that all the activities, transactions and changes in configuration are logged and a log report is made available to the concerned people. Further, a log is also available of activities at the database level thereby ensuring that a robust audit trail is always available of all the activities either at the application level or the database level.
- **Data Encryption.** The solution supports 128 bit encryption and all the technical and price bids received against a tender are encrypted at the database level. Further, the login passwords of all the users and the suppliers are also encrypted at the database level.
- **Secure Administrator access.** To prevent an administrator from misusing his access privileges, the TMS requires two level password verification before allowing an administrator access to the admin module. The first password is provided by the administrator himself and the second password is provided by some designated senior person within the buying department/government officer. The administrator will be authenticated on advanced technologies using biometrics.
- **Process Validation .**The Solution has been so architected that a user cannot view the commercial bid of a supplier till the technical evaluation of the tender is complete and the date & time specified for the opening of the commercial bid is due.
- **SSL Certificate** The solution uses 128 bit SSL Certificate from certified agencies (Verisign etc.) for communication between the browser and the web



server. This ensures that all the data is encrypted and cannot be hacked/misused by anyone

- Unauthorized Access - The entire solution is behind a firewall and intrusion detection system that protects it against unauthorized access and hackers.
- Retention of Control at Application Administration level :
 - **Retention of control:**
 - Provide advise to application owners to evolve protection measures for threats due to application administrator
 - Either via application or
 - Outside application
 - Ensuring through the application that application administration actions firstly require authentication
 - Ensuring secondly that people who can successfully authenticate are personnel trusted by the application owner (concerned department head/government officers) and that the authentication credentials are never shared.
 - Ensuring that an application generated log and an external log of administrative actions is maintained and is upto date
 - Ensuring that application administration actions are kept as few and infrequent as possible
 - Ensuring that applications are first functionally tested and staged in the staging environment till they are fully stabilized before deploying on production systems minimizing maintenance requirements due to faulty applications.
 - **Audit:**
 - Post-administration review and audit in select cases that have resulted in a major change to check the completeness and correctness of the administrative tasks performed and ensuring that all and only those necessary components have been installed on the system. This acts against both malicious programs and faulty administrative actions.



- **Code Signing:**
- Requiring application components to be digitally signed by using software publishing certificates (SPC).
- Loading and utilizing (within applications) only those components that have been digitally signed with the right SPC. This minimizes the inadvertent use of malicious components

- **Retention of Control at Data Base Administration (DBA) level :**
- **Retention of Controls:** Since database administration is a role with very high risk and liability it is essential that if the database administrator is not a trusted Government Officer (GO), the database administrator password is retained by the department and a GO authorizes the administration action each time it is required to be done (i.e. the authorized staff must supply the credentials to allow the administrator to perform such actions). Split the password if needed between multiple GOs to reduce the possibility of a unintentional/malicious action.
 - Once authorized, the GO will oversee the actions of the administrator till logout
 - GO should oversee that the actions executed by the administrator are as per the intended and stated purpose of the activity which was communicated in advance in writing before the activity was initiated and the action should have been approved by GO
 - Advice to department to break the database administration into activities that are more granular in nature
 - Consider doing most of database administration (and all of actions that result in modification of data, schema and Database code) through an application which verifies and audits users, code and actions done on the database.
 - This way we can avoid placing trust on db admin to execute actions directly on the database.

- **Process Controls:** Mandate by process that database administration actions require prior intimation and approval by the database owner (department). Reduce the frequency of such actions to as small a number as possible.



- **Audit:** All database administrative actions can be audited automatically by the database server/profiling tools and audit logs preserved securely and analyzed frequently by appointed GOs.
 - **This is not a defense measure but a detection measure.**
 - A third party audit on the audit logs can also be conducted from time to time to verify the set of actions performed within a given period.
- **Backup:** Ensure that database backup happens atleast daily and backup media is received daily by the database owner. Provided that audit logs are analyzed frequently and possible security violations detected, the damage due to tampering can be limited to the period after the last backup.
 - **This is not a defense measure but a damage limiting measure**
 - **This measure does not limit the damage due to data leakage**
- **Confidentiality and integrity protection:** Confidential data in the database can be encrypted by the application and data which must not be modified be (hashed and then) digitally signed by the application. Encryption and digital signatures provide strong confidentiality and integrity protection
 - **Cryptographic protection still does not provide recovery against the deletion of data. The damage due to malicious/unintentional deletion needs to be recovery-protected by frequent backups**
 - **Advise departments to have data owners to digitally sign data that they own.**
- **Role Segregation:** Keep DBO, App user and DBA user as three (3) separate user and provide restricted access – this will help in reducing the chances of data manipulation. Also, in addition, if DBA and user mgmt role are segregated then we safeguard further.



5.1 Technical Features to be covered under ToR:-

- Customization and deployment of e-Procurement solution to suit the requirements of Government of Bihar
- Provision of upgrades to the solution and systems as and when available/ required;
- Administration and maintenance of e-Procurement system in conformation with Service Level Agreement (SLA) requirements
- Supply of Hardware, System Software, Networking and Ancillary Equipment required for hosting the e-Procurement application;
- Integration of e-Procurement system with legacy systems in departments and agencies as specified in the RFP
- Ensuring that the response-times in accessing the servers shall conform to the SLA metrics specified in Volume at all times
- Provision of supplier adoption and enablement services;
- Training government users and supplier community in the use of e-Procurement;
- Provision of helpdesk support;
- Development and maintenance of application during five year (as and when applicable)

5.2 Security Specifications

- i. Database of the system should be RDBMS based and operating system should be support major RDBMS such as Oracle, DB2 etc. The application server and web-server are to be compatible with the database and operating system and solution should be based on n-tier architecture. The servers are to be mirrored and crash-proof.
- ii. Central Vigilance Commission (CVC) in consultation with National Informatics Centre (NIC) has issued following guidelines relating to electronic tendering / electronic submission of documents. The e-procurement/ e-tendering system being tendered through this tender should comply with these features/ specifications - detailed under the 'Solution for Hosting of Signed Documents', below:



5.3 Solution for Hosting of Signed Documents:-

5.3.1 Integrity of Document:

The documents should be digitally signed by the person submitting them. The web server to which the documents are submitted for hosting, should verify the Signature before hosting each.

5.3.2. Secure Hosting:

'HTTPS' should be used for both uploading and downloading of documents to avoid alteration of documents over the network.

5.3.3. Digital Signing and submission:

- The documents submitted for hosting may be in PDF or MS-WORD format.
- The document is digitally signed at the document submission end by a digital signing tool and by using a private key stored in a smart card.
- The detached (PKCS#7) signature file is generated.
- The document and the signature are uploaded to the server. The uploading procedure may be automated through a program. This involves development effort.
- The web server can verify the digital signatures programmatically when the files are uploaded. The files and their verified signatures are hosted for downloading by end users.
- This procedure will ensure that the signer is confident of what he/she is signing.
- The person involved in web hosting is sure that the documents are properly signed.
- The end users benefit that the document they are downloading is authentic and that the integrity of the document is maintained.

5.3.4 Download procedure:

- a. The user verifies the digital signature of the document on the web site.
- b. User downloads both the documents and the signature.
- c. User can verify the signature of the documents by using any standards Compliant Document Signing Tool which can verify a PKCS#7 detached signature.



5.3.5 Certificate for Digital Signature:

- a. The signature should be generated using a certificate issued by a Certification Authority (CA) trusted under Controller of Certifying Authorities (CCA). This is mandatory for legal validity of the digital signature.
- b. The end user should ensure that the certificate used for signing the document is issued by a trusted CA.

5.3.6 Bio-Metric Authentication:-

Biometric authentication facility- minimum thumb impression is to be available / built into the software. Vendor will need to provide necessary equipment for use of the facility at the designated premises. This is to provide the facility, where if required, the e-tendering requiring bio-metric authentication can be conducted at this location, by departments which do not have the equipment in their own offices.

Individual departments can also procure the biometric authentication equipment on their own and install the same with their own PCs so that they are able to do the entire e-tendering including bio-metric authentication from their own offices. To ensure security, it is envisaged that the vendors who will use the e-procurement/ e-tender system, will use biometric enabled hardware tokens and would also have class III digital signatures/certificates. So the system and software will need to support these requirements.

5.3.7 Reporting:-

The process of e-tendering will be a database-driven activity involving a man machine interface and well laid out procedures. Thus, it can be optimally used for M.I.S, related activities of the government. The following reports, among others need to be generated.

- Statistics of all activities
- Department-wise analysis
- Location-wise statistics
- Item-wise statistics



- Vendor-wise reports
- Reporting through log file
- Annual report on tendering
- Delayed projects report
- Expenditure report on case-by-case basis

5.3.8 Monitoring

This can be achieved in the following manner: Provision for tracking tenders in various stages (pre-qualification, technical / financial).

Provision for monitoring progress once confirmed order is placed. This will help ensure that orders are executed on time, with minimal or no cost overruns.

For vendors defaulting on time commitments. Provision for adding their names to a 'vendor blacklist'. This will help keep a check on dishonest vendors who try to dupe the government.



6. Business Model

The Government of Bihar (GoB) seeks to implement e-Procurement on a Private-Public-Partnership (PPP) mode. The private partner is required to provide e-Procurement as a service and engage on a Build-Own-Operate (BOO) basis. By BOO, it is meant that the selected private partner shall customize, deploy and maintain the e-Procurement infrastructure, portal and associated application. The partnership shall last for a five-year period in addition to the nine months allocated for the implementation phase, provided the SLA criteria are adhered to.

During the implementation phase, the Application Service provider (ASP/Bidder) is required to deploy requisite hardware, all the sought modules and handle live transactions through them. The Application Service Provider, if found capable, shall roll-out the application across government agencies in the State during the five year period. At the end of the five year period, the Government will review the situation and may decide to renew the contract.



7. Définitions

In this document, the following terms shall have following respective meanings:

1. **“Acceptance Test Document”** means a mutually agreed document, which defines procedures for testing system of e- procurement
2. **“Affiliate”** shall mean any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and “subsidiary company” shall have the meaning specified in section 4 of the Companies Act 1956 (as amended from time to time).
3. **“Agreement”** means the Agreement to be signed between the successful bidder and BSEDC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
4. **“Authorized Representative”** shall mean any person authorized by either of the parties.
5. **“Bidder”** means any firm or group of firms (called consortium) offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom BSEDC signs the agreement for rendering of services for e-procurement system
6. **“Contract”** is used synonymously with Agreement.
7. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of any thing of value or influence the action of an official in the process of Contract execution.
8. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
9. **“Fraudulent Practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BSEDC of the benefits of free and open competition.
10. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected



from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

11. **“Gol”** shall stand for the Government of India.
12. **“Implementation Period”** shall mean the period from the date of award of contract and up to the issuance of Final Acceptance Certificate of e-procurement system.
13. **"Law"** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the BSEDC or any other Government or regulatory authority or political subdivision of government agency.
14. **“LOI”** means issuing of Letter of Intent, which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.
15. **"Bidder"** means the company providing the services under Agreement.
16. **"Party"** means BSEDC or Bidder, individually and **“Parties”** mean BSEDC and Bidder, collectively.
17. **“Period of Agreement”** means 5 years from the date of final acceptance of the Application of e- procurement
18. **“Proposal”** means the Technical Proposal and the Financial Proposal.
19. **“Request for Proposal (RFP)”**, means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
20. **“Requirements”** shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
21. **“Site”** shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
22. **"Service"** means provision of Contracted service viz., operation, maintenance and associated services for system of e- procurement as per this RFP.
23. **"Third Party Agency"** means any agency other than the successful bidder, appointed by BSEDC for monitoring the e-Procurement System during commissioning and operation.
24. **“Termination Notice”** means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
25. **"Uptime"** means the time period when specified services/network segments with specified technical and service standards as mentioned in this RFP are



- available to BSEDC. The uptime will be calculated as follows: Total time in a quarter (in minutes) less total Service Down time (in minutes) in the quarter.
26. **"%Uptime"** means ratio of 'up time' (in minutes) in a quarter to Total time in the quarter (in minutes) multiplied by 100.
 27. **"Service Down Time"** (SDT) means the time period when specified services segments with specified technical and operational requirements as mentioned in this document are not available to Bihar. The system shall be operational on all days of a year and 24-hours/ day with in the uptime specified in the Service Level Agreement (SLA).
 28. **"BELTRON"** means Bihar State Electronics Development Corporation Limited, State level agency nominated by BSEDC as implementation agency for e-procurement System
 29. **"GOB"** means Government of Bihar.
 30. **"DIT"** means Department of Information Technology.



8. Infrastructure

BSEDC Ltd will provide only space in Data Centre to deploy e-procurement system. Application, Operating system, Database software/license and other hardware (Web Server, Application Server, DB Server, Storage etc.) would be provided by selected vendor.



9. Eligibility Criteria

The bidder shall meet the following criteria for eligibility:

- a. The bid shall be submitted by an individual organization or a consortium.
- b. The bidder (lead member of the consortium) shall be an Information Technology & Communication company.
- c. The bidder (lead member of the Consortium) should be a profitable organization and should have average annual turnover from facility management services and system integration to the tune of INR 10Crores and above in the last three financial years
- d. The bidder (lead member of the consortium) should have a net worth of Rs. 2 (Two) Crores at least.
- e. In case of Consortium the lead member should comply 75% of Turnover and Network criteria.
- f. The bidder must have successfully completed/work in progress at least one similar kind of e-Procurement project in India. References (contact details, work order, agreement, customer completion certificate, customer satisfaction certificate etc) for these projects shall be provided.
- g. The bidder shall have Quality certification from an accredited and internationally reputed / renowned firm.
- h. The bidder shall have bank's certificate of solvency for Rs. 2Crores at least.
- i. The bidder must have company registration certificate, registration under Labour Laws, valid sales tax registration certificate and valid service tax registration certificate.



10. Bid Documents

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in three parts as mentioned hereunder on or before 11th July 2008 at 3.00 PM:

11. Pre-qualification bid as per eligibility criteria specified

1. A letter on the bidder's letter-head (Appendix – 1)
 - i. describing the pre-qualifying technical competence and experience of the bidder mentioned in eligibility criteria ,
 - ii. certifying that the period of validity of bids is 180 days from the last date of submission of bid.
 - iii. Asserting that the bidder is quoting for all services mentioned in scope of works.
 - iv. The profile of the bidder (template given in Appendix -2).
2. Audited annual financial results (balance sheet and profit & loss statement) of the bidder for the last three financial years.
3. The bid security in the form of a Demand draft / Bank Guarantee issued by a Nationalized / Scheduled Bank, in favour of Managing Director, Bihar State Electronics Development Corporation Limited.
4. Quality certification in delivery of services sought under this RFP, from an internationally recognized/reputed agency
5. Reference list of major clients (services similar to *BSEDC* requirement). (template provided in Appendix 6).



6. Solvency Certificate.
7. Power-of-attorney granting the person signing the bid the right to bind the bidder and their associates as the 'Constituted attorney of the Directorate'.
8. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.
9. In case of a consortium, applicant consortia shall have a valid Memorandum of Understanding (MoU)/ agreement among all the members signed by the Chief Executives/ Authorised Signatories of the companies dated prior to the submission of the bid. The MoU/ agreement shall clearly specify the stake of each member and outline the roles and responsibilities of each member. The MoU/ agreement shall be exclusively for this project and shall be responsible in case of failure by any member.
10. The consortium shall be evaluated based on the lead bidder's strength as defined in this bid document. Once short listed in pre qualification, change of consortium shall not be allowed.
11. A copy of the RFP, all pages duly signed by the authorized signatory towards acceptance of the terms and conditions of the RFP. Only one signed copy to be annexed with original pre-qualification bid.

12. Technical bid

- a) Bid particulars
- b) Proposed details of services offered
- c) Un-priced Bill of Material (BOM)
- d) Qualification and Deployment Schedule of the staff proposed for the project (Appendix 7 & 8)
- e) Proposed Project Plan and Implementation Schedule
- f) Schedule of delivery
- g) Warranty



- h) Manufacturer's authorization form(s) for system software and for proposed Hardware.
- i) Presentation in front of evaluation committee.



13. Commercial bid

SI No	Commercial for following Services to be rendered by Service Provider	Quantity / Users etc.,	Amount in Rs. Words	Amounts in Rs Figure
A	Service Charge to be Charged by Selected Vendor in terms of amount per tender for providing complete e-procurement services through web portal as defined in Section '25 - B' , Selection Criteria	Per Tender Quote to be given		

Note:

1. The Maximum cap of Rs 5000 per tender is for the bid, the bidder will have to quote below Rs 5000 per tender, otherwise bidder's financial bid will be rejected.
2. The L1 will be decided on the lowest amount quoted by the bidders.

14. Pre-bid Conference (PBC)

- (i) Tenderer shall hold a pre-bid conference (PBC) after the sale of the RFP document as per schedule mentioned in this RFP. In this PBC, tenderer would address the clarifications sought by the bidders with



regard to the RFP document and the project. The bidders would be required to submit their queries to the Managing Director, Bihar State Electronics Development Corporation Limited in writing to be received at least 2 (two) days prior to the date of PBC. Queries not submitted within this deadline may not be taken up at the PBC.

- (ii) Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

15. Amendment of Bid Documents

The amendments in any of the terms and conditions including technical specifications of this RFP document will be notified in writing either through post or by fax or by email or publish through website to all prospective bidders who have purchased the tender documents and will be binding on them.

16. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Proposal, including the cost of presentation for the purposes of clarification of the bid, if so desired by the BSEDC. The BSEDC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.

17. Bid Security i.e. Earnest Money Deposit **(EMD)**

- a) The Bid security shall be in Indian rupees (INR) and shall be a Demand Draft / Bank Guarantee, issued by any commercial bank in India and shall be valid for at least six months. No interest shall be payable on Bid Security under any circumstance.
- b) The bidder shall furnish, as part of his bid, a bid security in the form of Demand Draft of Rs. 20,00,000/- (Twenty Lakhs only). Unsuccessful Bidder's Bid security shall be discharged or returned
- c) The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.



- d) The Bid security will be forfeited at the discretion of BSEDC on account of one or more of the following reasons:
 - o The Bidder withdraws their Bid during the period of Bid validity
 - o Bidder does not respond to requests for clarification of their Bid
 - o Bidder fails to co-operate in the Bid evaluation process, and
- e) In case of a successful Bidder, the said Bidder fails :
 - o to furnish Implementation Guarantee; or
 - o to sign the Agreement in time.

17.1 Bid Prices

- a) The Price Bid as prescribed should be filled up and sealed along with enclosures in a separate cover super scribed as **“Price Bid – Envelop 3, Tender No : _____”**.
- b) The prices quoted by the bidder shall be in sufficient detail to enable the Tenderer to arrive at the price of equipment/system offered.
- c) The covers received without superscription are liable for rejection. The tenders not submitted as specified above will be summarily rejected.
- d) If any or all of the information asked in the RFP are not available in the Commercial Proposal the bid is liable for rejection.

17.2 Bid validity

The bids shall remain valid for a period of 180 days from the last date of submission of tender.

18. Submission of Proposals

- a) All the proposals will have to be submitted in **bound** form with **all pages numbered**. It should also have an **index giving page wise information of above documents**. Incomplete proposal will summarily be rejected.
- b) Number of Copies of Bid
 - o The Bidder shall prepare one original and one hard copy of the following bids along with a soft copy in CD:
 - **Pre Qualification Bid clearly marking “Pre Qualification Bid- Original Copy and Pre Qualification Bid- Copy of Bid”**.
 - **Technical Bid separately, clearly marking "Technical Bid – Original Copy" and "Technical Bid –Copy of Bid"**.



- **Financial Bids, clearly marking "Financial Bid I– Do not open with Technical Bid".**
- c) No bid will be considered unless and until each page of the bid document is duly signed by the authorized signatory. The bidder shall also submit the soft copy of Pre-qualification, technical and commercial bids on separate CDs duly packed in the respective envelopes.
- d) Prices should not be indicated in the Technical Bid.
- e) All the columns of the quotation form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Rates shall always be both in the figures and words.
- f) The proposals shall be submitted in three parts, viz.,
 - **Envelope - 1:** Pre- qualification documents super scribed as **“Envelope 1- Pre- qualification Documents”** containing EMD, Pre-qualification documents complete with all details.
 - **Envelope 2:** - Technical Proposal super scribed as **“Envelope 2 – Technical Proposal”**, complete with all technical details”. In the technical proposal, there should not be any indication about the prices of any of the products offered.
 - **Envelope-3:** Commercial Proposal containing Price Schedule super scribed as **“Envelope 3 – Commercial Proposal”**.

All the three sealed envelopes should again be placed in a single sealed envelop super scribed as **“e- procurement Tender No _____** which will be received in the office of

The,
Managing Director,
Bihar State Electronics Development Corporation Limited
BELTRON Bhawan, Sashtri Nagar
PATNA, BIHAR - PIN CODE-800023

19. Language

The Bids and all correspondence and documents relating to the bids, shall be written in the English language. Supporting documents and printed literature



furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language. ***There should be proper page numbering on every page of Pre-qualification, Technical and Financial Bids, so that proper referencing can be done.***

20. Late Bids

Any bid received by the Tenderer after the time and date for receipt of bids prescribed in the RFP document will be rejected and returned unopened to the Bidder.

20.1 Modification and withdrawal of Bids

- a) The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Tenderer.
- b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c) The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

20.2 Bid Forms

- a. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- b. For all other cases, the Bidder shall design a form to hold the required information.
- c. BSEDC shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

20.3 Local Conditions



- a. Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and /or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The tenderer shall not entertain any request for clarification from the Bidder regarding such local conditions.
- c. It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Tenderer. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Tenderer on account of failure of the Bidder to know the local laws / conditions.
- d. The Bidder is expected to visit and examine the location of State offices and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.

21. Contacting the Tenderer

- a) Any effort by a Bidder influencing the Tenderer's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- b) Bidder shall not approach Bihar Government officers/Consultants /BSEDC Ltd officers after office hours and/ or out side office premises, from the time of the bid opening till the time the Contract is awarded.

22. Schedule of Events

Sr. NO	Events	Date
1	Last date for submission of queries	18 th June 2008
2	Pre-bid Conference at the (Beltron Bhavan) BSEDC Premises	At 4:00 P.M. on 20 th June 2008
3	Last date and time of proposal Submission	At 3:00 P.M. on 11 th July



		2008
4	Date and time of opening of the Prequalification Documents at Beltron Bhavan.	At 4:00 P.M. on 11 th July 2008
5	Date of opening of the Technical Proposals and Commercial Proposal at BSEDC premises	Date and time will be intimated to bidders through email/fax/website upload
6	Contract Signing	Date and time will be intimated to successful bidder

23. Opening of Proposal

First, the envelope containing pre-qualification will be opened and if found that the bidder meets the eligibility criteria and has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal shall be opened. The timing for opening the technical bid will be at the sole discretion of evaluation committee. The commercial bid would be opened in presence of technically short listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

- o Pre-qualification
- o Technical Proposals
- o Commercial Proposals

24. Evaluation

An evaluation committee so constituted by BSEDC Ltd will evaluate the bids i.e. technical and commercial as per the following pattern.

- a) Conditional bids shall be summarily rejected.



- b) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount in words will prevail.
- d) The tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- e) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution/ implementation of the project including management period.
- f) Bid document shall be evaluated as per the following steps.
 - (a) **Preliminary Examination of Pre-qualification documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in the various sections of this RFP will be rejected and not included for further consideration.

25. Selection Criteria

(A) Technical Bid Evaluation Parameters

Comprises of Three Section, Total marks for Technical Selection is 100 marks, Each section weightage is as follows:

- | | | |
|----|--|--------------------------------|
| 1) | Relevant Past Experiences - | 30 Marks (30% of Total Marks) |
| 2) | Proposed Solution | 50 Marks (50% of Total Marks) |
| 3) | Presentation before evaluation committee | 20 Marks (20% of Total Marks) |

Technical Evaluation Parameters

- | | | |
|----|---------------------------|-----------------------|
| 1) | Relevant past experiences | Weightage: 30% |
|----|---------------------------|-----------------------|



The Bidder's experience in providing eProcurement solutions, comparable in scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules (for which purposes, the committee may solicit references from previous clients including the GoB, or any available sources, concerning the bidder's record of past performance)

The Bidder's expertise in the development and implementation of Commercial-Off- The-Shelf (COTS) based e-Procurement systems in large scaled Government institutions, in India preferably or in abroad.

- i. The Bidder's expertise in the development and implementation of Commercial-Off- The-Shelf (COTS) based e-Procurement systems in large scaled Government institutions, in India preferably or in abroad.
- ii. Experience in implementing multi-module systems across geographical locations
- iii. Experience in implementation of inter-organizational systems involving buyer and supplier communities
- iv. Experience in development and maintenance of PKI enabled solutions
- v. Security architecture design and implementation/integration under IT act of 2000 or and other relevant guidelines/laws
- vi. Managed services and implementation for a minimum duration of 3 year
- vii. Providing managed services covering full life cycle compliant with ITIL/ITSM or equivalent

2) Solution proposed for e-Procurement by the Bidder/Consortium Weightage: 50%



The solution proposed by the bidder shall adopt customer-centric approach and service oriented architecture confirming to the specifications of the RFP. The bidder's solution will be evaluated based on the following parameters:

2.1: Readiness of Application vis-à-vis required modules Weightage: 20%

- i. Module-wise application readiness evaluated as per the functional requirements specifications
- ii. Integrated nature of the end-to-end e-Procurement system
- iii. PKI enablement of the e-Procurement application
- iv. e-Procurement portal design and architecture
- v. Demonstration of a quality assurance program with emphasis on customer service feedback and improvements
- vi. Product development/upgrade plan

2.2: Use of platforms and technologies Weightage: 10%

Use of proven products in the following

- i. Servers and Networking Infrastructure
- ii. Firewall & IDS
- iii. Helpdesk
- iv. Archival and hierarchical storage management
- v. Whether provisions have been made for desktop & server computers to start early on the obsolescence curve (must have quoted for recent models; must commit to supply recent models as on supply date).
- vi. Whether the servers have remote-manageability
- vii. Whether provisions have been made for network components (switches, hubs, routers, gateways, etc.) to start early on the obsolescence curve (must



have quoted for recent models; must commit to supply recent models as on supply date).

- viii. Whether all significant network components are adequately remotely manageable without using significant data bandwidth

2.3: Design of the proposed e-Procurement solution Weightage: 10%

- i. Application modularity; functioning of the system independently as a module and as an integrated whole
- ii. Application robustness; a robust system can be configured and deployed as per departments' requirements in a short duration
- iii. PKI readiness of the application architecture
- iv. Adequate initial sizing and provision for scalability to cater to peak load as well as future growth on servers and networks
- v. Adequate provision for load-balancing, clustering and fail-over at all required places in order to achieve required availability and reliability
- vi. Payment Gateway integration
- vii. Provision of open interfaces standards

2.4: Security Weightage: 15%

- i. Whether technical security requirements have been addressed adequately
 - Data encryption
 - Perimeter security (e.g.) firewall and Intrusion Detection Systems etc.
 - Host security (platform hardening)
 - Application and interface security
 - Certification commitment (BS7799 / IS17799 or equivalent)
- ii. Whether people and people-education security requirements have been addressed adequately
- iii. Whether physical security requirements have been addressed adequately
- iv. Whether the proposal includes formulation of security & procedures as per requirements

2.5: Services delivery

Weightage: 15%



- i. Provide adequate user training
- ii. Provision of help desk facility to government and business users
- iii. Development of catalogues
- iv. Replacement, upgrade & replenishment of hardware & software

2.6: Project implementation methodology

Weightage: 10%

- i. Approach given by the bidder(s) to implement the roll-out plan as per the deployment SLA requirements
- ii. Project management organization
- iii. Reporting and management tools
 - Status reporting
 - SLA management
- iv. Office infrastructure in the State of Bihar

2.7: Manpower requirements

Weightage: 20%

- i. Level of skills and experience
- ii. Certifications relevant to the role described
- iii. Relevance of experience of the individual to the e-Procurement project

3) Presentation before Technical Evaluation Committee – 20%

(B) Financial Model and Commercial Quote Format

The Government of Bihar (GoB) seeks to implement e-Procurement on a Private-Public-Partnership (PPP) mode. The private partner is required to provide e-Procurement as a service and engage on a Build-Own-Operate (BOO) basis with Transfer – BOO (T) – as an option. By BOO, it is meant that the selected private partner shall customize, deploy and maintain the e-Procurement infrastructure. The partnership shall last for a five-year period in addition to the **Nine (9) months** allocated for the staging phase provided the SLA criteria are adhered to.



During the staging phase, the ASP is required to deploy all the sought modules and handle live transactions through them. The ASP, if found capable, shall roll-out the application across government agencies in the State during the five year period. At the end of the five years period, the Government will review the situation and decide on out-right purchase of system (i.e.) perpetual license of e-Procurement application and systems software as against renewal of partnership and exiting the partnership.

The SERVICE PROVIDER **will charge a transaction fee as fixed amount at the time of bid submission electronically with Maximum Cap of Rs. 5000 per tender from user department / agency / authority etc. Any commercial quote over and above Rs. 5000 per tender maximum cap will be rejected.** Service tax as levied by the GOI on transaction fee, electronic payment gateway charges shall be borne by the departments/vendors/suppliers/service providers participating through the system. There will be no tender hosting charges payable to SERVICE PROVIDER by the departments.

All GoB departments and agencies under its control would exclusively use the platform serviced by the SERVICE PROVIDER for procurement of works, goods and services costing above Rs. 10 lakhs Estimated Contract Value (ECV) subject to fulfillment of agreed service levels and customizing the software to the requirements of departments, in all cases except those specifically exempted from e-Procurement by the Steering Committee under the chairmanship of Chief Secretary / Principal Secretary , Finance Dept. Initially the deployment would be in few departments like Road Construction Department and depending upon the success and its stabilization, it will be rolled out in all the departments and government agencies (Bihar Education Project, State Health Society, Hospitals etc) in a phased manner. Further it will be rolled out for other tiers of the Government like urban local bodies and Panchayat Raj Institutions subsequently.

The SERVICE PROVIDER would provide PKI enabled e-Procurement solution and shall be operational from DAY '0'. All the departments / PSUs will direct the suppliers / contractors registered with them to obtain digital signatures from BSEDC on payment of charges.



Note: Any supplier/vendor/service provider having digital signature, the e-Procurement system should accept such digital signature also.

e-Procurement application would be comprised of the following nine modules initially and SERVICE PROVIDER should provide these capability in the e-Procurement System –

- i. Centralized supplier registration
- ii. Indent management
- iii. e-Tendering
- iv. e-Auctions
- v. Contract management
- vi. Catalogue management
- vii. e-Payments
- viii. Accounting
- ix. MIS

The above modules would be combined into the following five units for better coverage and deployment of integrated e-Procurement System:

- i. Indent management, e-Tendering and e-Auction modules for ECV procurement
- ii. Contract management module
- iii. Indent management, e-Tendering and e-Auction modules for non-ECV procurement
- iv. Catalogue-based purchase management module
- v. Centralized supplier registration module

26. Evaluation of Commercial Bids: Lowest Commercial cost.

The commercial bids will be opened only for the bidders with score of 70 points and above on the parameter defined above.

The bid with the lowest commercial (L1) will be considered as the successful bidder. The COMMERCIAL BID FORMAT is given in Appendix 14.



27. Deciding Award of Contract

- a) The Tenderer reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to *BSEDC* and its appointed representative on the date asked for, at no cost to the Tenderer. The Tenderer may at its discretion, visit the office Bidder for Services, any time before the issue of Letter of Award.
- b) *BSEDC* shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. *BSEDC* shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this RFP, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.
- c) The bidder's names, the Bid Prices, the total amount of each bid, and such other details as the Tendering Authority may consider appropriate, will be announced and recorded by the Tenderer at the opening.

28. Confidentiality

- a) As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods



used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

- b) The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- c) At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e) The obligations of confidentiality under this section shall survive rejection of the contract.

Note: The Bidder should conduct background checking for all the personnel deployed on the projects .

29. Publicity

Any publicity by the bidder in which the name of e-procurement for Government of Bihar is to be used, should be done only with the explicit written permission from BSEDC.

30. Arbitration

Govt. of Bihar and the implementing agency shall make every effort to resolve amicably by direct negotiation for any disagreement or dispute arising between them, under or in connection with the purchase order. Any dispute arising between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute



shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in Patna, Bihar.

31. Special conditions of contract

The following clauses shall supplement the Instructions to Bidders.

Responsibility Matrix

Sr. No	Activity	BELTRON / GoB	Consultants	Bidder	Third Party Monitoring Agency
1	Preparation of RFP for the Selection of e-procurement vendor		√		
2	Tender Process for the Selection of e-procurement	√	√		
3	Approval for Appointment of e-procurement consultant	√			
4	Review and suggestion on the system Architecture of e-procurement			√	
5	Site Identification for deployment of application	√			
6	Site Handover	√		√	
7	Site Survey and Preparation for deployment of application			√	
8	Installation and Commissioning of Application			√	



9	Monitoring the Installation and Commissioning of e-procurement application	√	√		√
10	Acceptance Tests		√	√	√
11	Onsite Inspection and Verification of Acceptance Tests	√	√	√	√
12	Trial Run			√	√
13	Witness of Trial Run	√	√		√
14	Issue of Final Acceptance Test Certificate	√			√
15	Operation, Management and Maintenance of e-procurement application			√	
16	Centralized Monitoring from operations control			√	
17	Supervision and the Monitoring of e-procurements				√
18	Periodical Generation of MIS report			√	√
19	Verification of MIS Report				√
20	Approval of NMS Report	√			
21	Periodical Auditing of the application of e-procurement				√
22	Submission of the Audited Report of e-procurement as advised by Consultant			√	√



32. Third Party Monitoring Agency

BSEDC Ltd shall appoint a Third Party Agency, which shall monitor the e-procurement application during implementation, commissioning and operation. The Third Party Agency shall also conduct the Final Acceptance Test as per the technical requirement of the Agreement and shall issue the Certificate of Completion for e-procurement. Third Party Agency shall verify the services as mentioned in Scope of work provided by the bidder. The bidder shall cooperate with such Third Party Agency. Third Party Agency will be responsible for verification, validation of all invoices under the terms & conditions of the Agreement and will recommend on the eligible payment. Third party agency will be responsible for performance audit and will recommend release of payments to bidder.

33. Site Preparation and Site Survey

Govt. of Bihar would provide readily available site at the Data Center along with UPS and DG provisions. Bidder should deploy the requisite hardware and software for running the e-Procurement Applications.

Note: Bidder are advised to inspect the existing Data Center located at Technology Bhawan and check the existing components available thereof. Bidder have take into account existing infrastructure and only incremental which is needed for their system should be provided in the proposed solution. BSEDC in entire life cycle of this project will not provide any Hardware / Software etc., Bidder is and will be responsible for all the components of the system.

34. Acceptance Test

Acceptance Testing: The acceptance of the application of e-procurements in accordance with the requirements in Scope of works shall be conducted. After successful testing by the Third Party Agency a Final Acceptance Test Certificate shall be issued by BSEDC Ltd to the Bidder. The date on which Final Acceptance



certificate is issued shall be deemed to be the date of successful commissioning of e-procurements

The test shall include the following

1. All software items must be installed at particular site as per the specifications.
2. Availability of all the defined services shall be verified. The successful bidder shall be required to demonstrate all the features/facilities/functionalities as mentioned in the RFP.
3. The third party monitoring agency in consultation with BSEDC/Bidder shall define detailed test plan.
4. Successful bidder will arrange the test equipment required for performance verification. Successful bidder will also provide documented test results.
5. The successful bidder shall be responsible for the security audit of the network to be carried out by a certified agency other than the successful bidder.
6. All documentation as defined should be completed before the final acceptance test.
7. The training requirements as mentioned should be completed before the final acceptance test.
8. Final Acceptance Test Certificate will be issued to vendor only upon first successful launch of one tender, which includes right from training of employees/ vendors etc., intending by department, bid upload, bid receipt, bid submission, bid evaluation and selection of vendor for the tendered purpose.

Any delay by the Bidder in the Final Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties.

35. Performance Security for Operations

Within 15 days of the issuance of Letter of intent (LoI) the Bidder shall furnish Performance Guarantee, as provided, to BSEDC Ltd for an amount equal of Rupees One Crore only and would be reviewed by the Steering committee after each year of functioning of the eProcurement system. The decision of Steering



committee to revise the performance Guarantee shall be final and be binding to the ASP. During the tenure of 5 years, if at any stage, the bidder/ASP is found breaching the security of the data/ information, the performance Guarantee would be invoked by BSEDC apart from initiating legal action.

36. Force Majeure

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure arises, the Bidder shall promptly notify Tenderer in writing of such condition and the cause thereof. Unless otherwise directed by Tenderer, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

Implementation Schedule

S. NO	Activity	Completion Schedule
1	Issue of LOI (Letter of Intent/Master Service Agreement which ever is earlier) of Tender.	T0 – date of LOI or MSA which ever is earlier
2	Dispatch of e-procurement application	T1 = T0+ 12 weeks customized to atleast 4 departments
3	Implementation of e-procurement	T2 = T1+ 12 Weeks including training and handholding for 4



		departments
4	Acceptance testing	T3 = T2 + 12 Weeks launch of first tender and life cycle management of that tender
5	Commencement of Operation.	T4 will start from 37 th week

37. SLA Requirement

1. Service Level Agreement (SLA) is the contract between the BSEDC & e-procurement Implementation Agency. SLA defines the terms of the operator's responsibility in ensuring the performance of e-procurement based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for e-procurement, which can be considered by the State in the Service Level Agreement with operator.
2. The Table below summarizes the Indicative Performance Indicators for the services to be offered by the e-procurement Operator. The detailed description of the performance indicators, SLA Terms and their definitions are discussed in the following sections.

37.1 Definitions

Service Level Agreements (SLAs) are agreed upon performance metrics subject to reporting and measurement, and subject to the service level penalties.

Service Level Objectives (SLOs) are agreed upon performance metrics subject to reporting and measurement, but not service level penalties.



37.2 Performance Metrics

The following metrics define the baseline requirements that will measure the effectiveness of the response time, performance, and availability governed by the SLAs.

Service Type: Availability of Network Environment

SLA	SLA Definition	SLA Metric	Measurement & Reporting	Comment/Assumption
98.5% Monthly Avg	Hours of Availability	Unless otherwise specified, the listed hours of availability: Availability: Mon – Sat 6:00 AM – 10:00 PM PST Availability: Sunday 8:00 AM – 8:00 PM PST	Monitored daily, reported monthly	All maintenance work to be performed during Maintenance Window Backups will be required both prior to batch processing and after batch processing is completed. “Business hours” to be calculated based on Hours of Availability “Hours” refers to clock hours or contiguous hours

Service Type: Technology Bhavan Network

SLA	SLA Definition	SLA Metric	Measurement & Reporting	Comment/Assumption
98.5% Monthly Avg	Network Availability application availability	24 x 7 x 365	Monitored daily, reported monthly	This refers to the Data Center Network only



Service Type: Problem Management

SLA	SLA Definition	SLA Metric	Measurement & Reporting	Comment/Assumption
99.5%	Severity 1 Problem Response (Urgent)	Response time in 15 minutes Time to Fix - within 2 hours with a 4 hour max	Monitored daily, reported monthly	Severity 1: Problems affecting mission critical processes (Examples include but are not limited to Network, Telecommunications, Security breaches, enrollment, payroll-related processing, etc)
	Severity 2 Problem Response (High)	Response time in 1 hour Time to Fix - within 4 hours with an 8-hour max		Severity 2: Problem affecting production online transaction processing
	Severity 3 Problem Response (Medium)	Response time in 3 hours Time to Fix - within 12 business hours with a 16 business hour max		Severity 3: Problem affecting anything other than production online transaction processing
	Severity 4 Problem Response (Low)	Response time in 8 hours Time to Fix - within 30 business days		Severity 4: No impact
	Severity 1 Root	Root Cause Analysis performed within		



SLA	SLA Definition	SLA Metric	Measurement & Reporting	Comment/Assumption
	Cause Analysis	<p>10 business days</p> <p>Changes in systems and policies recommended within 15 business days</p> <p>Changes in systems and policies implemented within 30 business days</p>		

Service Type: Availability of Non-Production Environment

SLA	SLA Definition	SLA Metric	Measurement & Reporting	Comment/Assumption
98.5% Monthly Avg	Hours of Availability	<p>Unless otherwise specified, the listed hours of availability:</p> <p>Availability: Mon – Sat 6:00 AM – 10:00 PM PST</p> <p>Availability: Sunday 6:00 AM – 7:00 PM PST</p>	Monitored daily, reported monthly	<p>All maintenance work to be performed during Maintenance Window</p> <p>Backups will be required both prior to batch processing and after batch processing is completed.</p> <p>“Business hours” to be calculated based on Hours of Availability</p> <p>“Hours” refers to clock hours or contiguous hours</p>



38. Denial of Service

Denial of Service (DoS) is the most common form of attack on the application, which leads to application unavailability for the genuine application users. The operator shall respond to Denial of Service attacks reported by application users or maintenance personnel within 15 minutes of intimation to the helpdesk. The Denial of Service attack can be defined as sudden burst of network traffic leading to more than 90-95% utilization of the application in any segment or complete network. In such a scenario operator shall perform an analysis of the issue, verify whether the application utilization is due to genuine user requirements or it is a denial of service attack. In case it is identified as DoS attack, operator shall identify the source of Denial of Service attack & resolve the issue to ensure availability and performance of the backbone.

The e-procurement Operator, at regular intervals, shall monitor and measure the performance.

39. Operations Management

The operator is required to establish Contact Centre (Helpdesk) at the State Head Quarter (at Patna, *with a toll free number*) with an appropriate CRM Solution. The Helpdesk shall act as a SPOC (Single Point of Contact) for all the Network & Security and Application related issues reported by the government departments or any other related stakeholders of the e-procurement. E-procurement Project Management Unit (PMU) established by the State shall monitor each issue need to be recorded in the CRM as a Service Request (with allocation of service request number) and the resolution timelines for such Service Requests.

S.No	Severity	Initial Response Time	Issue Resolution Time
1	Level 1	15 Mins	1 Hr
2	Level 2	30 Mins	2 Hrs
3	Level 3	60 Mins	8 Hrs



Note: Space will not be provided by BSEDC Ltd.

40. Severity Level Definition

Level 1:	The e-procurement outage, security or performance related issues impacting the performance and leading to unavailability of the services.
Level 2:	The e-procurement outage, security or performance related issues impacting the performance and leading to unavailability of the services in one or more locations / departments.
Level 3:	The e-procurement outage, security or performance related issues impacting the performance and leading to unavailability of the services to one or more users in the departments.

41. Other Information

(related to SLA management is provided below)

Capacity and Performance Management

The e-procurement operator shall provide capacity planning services through network base lining and trending, to determine the resources required for e-procurement and to plan and complete network upgrades before a capacity problem causes e-procurement down time or performance problems. In addition to availability, latency, jitter and packet loss, e-procurement operator shall monitor the network and dependent infrastructure (*resource*) utilization during successive time periods (*hour, day, week, month, and year*) and shall provide recommendations to State government on e-procurement infrastructure up-gradation. e-procurement operator shall perform the planned network upgrades with prior notification to the departments/users in the network segment (s) affected by the planned outages. e-procurement operator should ensure that all the planned outages are performed only in the Extended SLA Hours and only the emergency upgrades are performed in the Prime Business Hours.



Measurement of SLA

The Measurement of SLA shall be performed by a third party agency, independent of the e-procurement Operator, to be identified by the State Government. Or BSEDC Ltd

The Operator shall establish an Enterprise/Network Management System for monitoring and measurement of the SLA parameters identified for the e-procurement.

SLA Reporting

For reports of performance of the e-procurement , the operator is required to setup a portal solution available to all stakeholders to be established at the State level for e-procurement Implementation. This portal shall provide online performance and availability reports of e-procurement.

e-procurement Security Auditing

Upon completion of e-procurement Installation and before the 'go-live' phase, it is mandatory for the e-procurement operator to get the e-procurement Infrastructure audited by a reputed third party agency from a security and business continuity perspective. Such Security audit shall include complete infrastructure established at the State Data Center.

42. Service availability

Service availability is defined as total time in a quarter (in minutes) less total down time (in minutes) in the quarter including planned downtime. The service is considered available when all the services mentioned in the requirement section in full capacity are available. Bandwidth downtime will not be considered as part of network downtime. Operator will take at least 15 days prior approval from the state for the e-procurement application i.e. Planned downtime. The Operator should provide support and maintenance for the e-procurement from the date of Final acceptance testing. The Operator's request for payment of .The amount shall be made at the end of each quarter by invoices along with the following supporting documents:

- Performance statistics



- Log of application parameters along with Service Down time calculation and Uptime percentage.
- Any other document necessary in support of the service performance acceptable to GoB.

The Third Party Agency shall verify all the supporting documents as prescribed and acceptable to GoB. On receipt of such invoice after verification by the Third Party Agency and after deducting Income Tax, other taxes and any Penalties, GoB shall pay the amount within a period of 15 days. The Operator shall furnish all tax payment receipts to GoB.

43. Penalties for delay in implementation

If the Operator fails to complete the Acceptance Test within the time period (s) specified in the implementation plan , GoB may, without prejudice to its other remedies under the Agreement, levy as Penalties, a sum equivalent to 0.25 % of the arithmetic sum of the revenue for the five years payable under the Agreement, for each week or part thereof of delay, until actual delivery of performance. The maximum penalty for delay shall not exceed 20% of the performance guaranty.

44. Operational Penalties

42.1 In the event the BOO operator is unable to meet any one of the SLA parameters defined in this RFP for 10% or more of the operational parameters during two quarters in a year or five quarters during the five years of the contract, BSEDC Ltd reserves the right to terminate the contract

42.2 BSEDC Ltd can terminate the bidder without any reason or terminate the agreement at any instant of time

45. Payment Terms

No payment shall accrue until after the performance guarantee bond has been furnished. The selected operator engaged shall be responsible to invest in the project to implement and operate the facilities, for a term of 5 years and on expiry of 5 years, the BSEDC Ltd may take decision to renew the contract at a the amount mention in



commercial bid, or at the end of five years BSEDC Ltd / Government of Bihar may provide opportunity to the bidder to exit with there infrastructure including hardware & software. During this period of 5 years, the operator shall have full responsibility for the delivery of the services, including all operational, maintenance and management activities etc.

Government of Bihar will allow successful bidder to charge following fee apart from the Service Charges per tender for providing e-Procurement services through web portal as defined in Section 25 B of the RFP:

1. **Service Provider will be allowed to charge one-time development fees of Rs. 25,000/- per department from the concerned government organization.**
2. A maximum cap of Rs. 5,000/-(Rupees Five Thousand only) per tender for e-Procurement platform usage charge from the concerned department. **(Commercial Quote should be Less than or Equal to Rs. 5000 per tender only)**
3. **Suppliers/ Contractors of the department will pay Rs. 6,000/- as enrollment/ subscription fees** to the Application Service Provider of the e-Procurement platform once in a year. During that year, the enrolled/registered supplier can participate in unlimited number of the tenders of the Government Organization.

46. Exit Management

Upon completion of the contract period or upon termination of the agreement for any reasons, the e-procurement Bidder shall comply with the following:

- a. Notify to the BSEDC forthwith the particulars of all Project Assets;
- b. Deliver forthwith actual or constructive possession of the e-procurement Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by the BSEDC for fully and effectively divesting the e-procurement Bidder of all of the rights, title and interest of the e-procurement Bidder in the e-procurement Project and conveying the e-procurement Project;



c. Comply with the Divestment Requirements set out in the RFP except in case if Termination of this Agreement is due to BSEDC Event of Default, Indirect Political Event or Political Event the e-procurement. Bidder shall have implemented the maintenance schedule as well as any repairs pointed out by the Independent Consultant in its Operations & Maintenance Inspection Report prior to date of Termination Notice. In case of Termination due to Non-Political Force Majeure Event, the Divestment Requirements shall be agreed between BSEDC and the e-procurement Bidder; and Pay all transfer costs and stamp duty applicable on project assets except in case the Project is being transferred due to BSEDC of Default, Indirect Political Event, Political Event or expiry of Concession period, where BSEDC shall be responsible for transfer costs and stamp duty, if any. For clarification of doubt, transfer costs in this Clause relate to taxes and duties applicable at transfer of e-procurement Project, if any.

i. Subject to clause 1 of exit management, upon completion of the contract period or upon termination of the agreement, the e-procurement Bidder shall comply and conform to the following Divestment Requirements in respect of the e-procurement Project;

ii. All Project Assets including the hardware, software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the e-procurement Project is compliant with the Specifications and Standards set forth in the RFP, Agreement and any other amendments made during the contract period;

iii. The e-procurement Bidder delivers relevant records and reports pertaining to the e-procurement Project and its design, engineering, operation, and maintenance including all operation and maintenance records and manuals pertaining thereto and complete as on the Divestment Date;

a. The e-procurement Bidder executes such deeds of conveyance, documents and other writings as the BSEDC may reasonably require to convey, divest and assign all the rights, title and interest of the e-procurement Bidder in the e-procurement Project free from all Encumbrances absolutely and free of any charge or tax unto the BSEDC or its Nominee; and



- b. The e-procurement Bidder complies with all other requirements as may be prescribed under Applicable Laws to complete the divestment and assignment of all the rights, title and interest of the e-procurement Bidder in the e-procurement Project free from all Encumbrances absolutely and free of any charge or tax to BSEDC or its nominee.

47. Termination

1. Not earlier than 3 (three) months before the expiry of the contract Period but not later than 30 (thirty) days before such expiry, or in the event of earlier Termination of the contract, immediately upon but not later than 15 (fifteen) days from the date of issue of Termination Notice, the Independent Consultant as nominated by the State Government shall verify, in the presence of a representative of the e-procurement Bidder, compliance by the e-procurement Bidder with the Divestment Requirements set forth in the RFP in relation to the Project and, if required, cause appropriate tests to be carried out at the e-procurement Bidder's cost for determining the compliance therewith. If either Party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the e-procurement Bidder shall rectify the same at its cost.
2. Upon the e-procurement Bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the e-procurement Project to BSEDC or a person nominated by BSEDC in this regard, BSEDC shall issue a certificate substantially in the form set forth in the RFP, which will have the effect of constituting evidence of divestment of all rights, title and lien in the e-procurement Project by the e-procurement Bidder and their vesting in e-procurement Project pursuant hereto. State Government shall not unreasonably withhold issue of such certificate. The divestment of all rights, title and lien in the e-procurement Project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by State Government or its nominee on or in respect of the e-procurement Project on the footing as if all Divestment Requirements have been complied with by the Concessionaire.



48. Bankruptcy and Insolvency

Bihar Government/BSEDC Ltd can terminate the contract if the bidder becomes bankrupt and/or losses the desired state of insolvency with a notice of 15 days. Bihar Government/BSEDC Ltd, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. The Government 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 the Government.

49. Maintenance

The selected vendor shall ensure that services of professionally qualified persons are available for providing comprehensive on-site maintenance and administration (on 24x7 basis at all the system of e-procurement

Comprehensive Maintenance and Administration of the network shall include, among other things, day to day administration and maintenance of the system as per the policy, regular log monitoring, reconfiguring of switches, etc. when required. In case of network failure, the vendor shall ensure that the system is made operational to the full satisfaction of BSEDC Ltd / GoB within the MTTR (Mean Time To Repair) committed by the bidder.

The selected Vendor shall ensure the SLA's on 24X7X365 basis (shutting down of equipment at BSEDC Ltd discretion and Planned outage will not be considered for calculation of uptime.

The list of critical spares, the vendor proposes to stock at the major sites should be furnished separately along with the technical bid. The scope of the contract will include at least one scheduled servicing (Preventive Maintenance) at quarterly intervals and any number of breakdown calls. The comprehensive maintenance would be inclusive of all spares need to be replaced and excluding consumables.

The vendor shall guarantee the availability of spares for a period of at least five years in respect of all the hardware and software.



APPENDIX



Appendix 1: Bid Letter

Date: dd/mm/yyyy

To,
Managing Director,
B.S.E.D.C. Limited
Beltron Bhawan
Shastri Nagar
Patna -800023

Reference: Tender Number

Dated

Sir,

We hereby declare:

- i. We are the authorized agents of the manufacturers of the hardware equipments and software proposed in our solution.
- ii. That we are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Government of Bihar.

We hereby offer to supply the equipment and provide the services at the prices and rates mentioned in the attached commercial bid.

In the event of acceptance of our bid, we do hereby undertake:

- i. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- ii. To undertake the project on BOO basis for a period of 5 years, for quarterly guaranteed revenue as mentioned in the financial bid.
- iii. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

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

1. Bid particulars
2. This bid letter



3. Proposed e-Procurement solution architecture, detailed technical solution, details of equipment and services offered
4. Proposed Project Plan and Implementation Schedule
5. Statement of deviation from requirement specifications
6. Statement of deviation from tender terms and conditions
7. Schedule of delivery
8. Warranty
9. Manufacturer's authorization form(s)

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by Government of Bihar and that we shall remain bound by a communication of acceptance within that time.

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

- i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in section

OR (Strike out whatever is not applicable)

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

- ii. The deviations from the terms and conditions of the tender are only those mentioned in section

OR (Strike out whatever is not applicable)

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/_____ (dd/mm/yyyy), for an amount of **Rupees 20.00 Lakhs** is enclosed in the cover containing pre-qualifying requirements.



We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date

Name

Designation

Address

Telephone

Fax

E-mail address

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.



Appendix 2: Bidder profile

Sr. No	Particulars	Details
1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm <ul style="list-style-type: none"> ➤ Government/ Public Sector Undertaking propriety firm ➤ partnership firm (if yes, give partnership deed) ➤ limited company or limited corporation ➤ member of a group of companies (if yes, give name and address, and description of other companies) ➤ Subsidiary of a large corporation (if yes give the name and address of the parent Organisation) If the company is subsidiary, state what involvement if any, will the parent company have in the project. ➤ Joint venture consortia (if yes, give name and address of each partner) 	
8	Is the firm registered with sales tax department? If yes, submit valid sales tax registration certificate.	



9	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit valid service tax registration certificate.	
10	Is the firm registered under Labour Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization including the names of the directors and the position of the officers. Total number of employees	
12	Number of years of experience as a prime contractor in a joint venture/ Consortium	
13	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
14	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
15	What type best describes your firm? (documentary proof to be submitted) <ul style="list-style-type: none"> · Manufacturer · Supplier · System Integrator · Consultant · Service Provider (pl. specify details) · Software Development · Total solution provider (Design, Supply, Integration, O&M) · IT Company 	
16	Number of Offices / Project Locations	
17	Do you have a local representation /office in Government of Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	
18	Do you intend to associate any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
19	Please give details of Key Technical and	



	Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certification attained from network product vendor. (documentary proof to be submitted)	
20	Is your organization has SEI –CMM / ISO 9000 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
21	List the major clients with whom your organization has been/ is currently associated.	
22	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
23	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
24	In how many projects you were imposed penalties for delay? Please give details.	
25	The bidder/ prime member of the consortium shall disclose details pertaining to all contingent liabilities, claims, disputes, matters in appeal & in court and any pending litigation against the bidder or any member of the Consortium. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
26	Whether your Organisation has Bank's certificate of solvency. If yes, submit documentary proof.	
27	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	



Appendix 3: Financial Information Summary

Sl no	Description	Financial Year 2007-2008	Financial Year 2006-2007	Financial Year 2005-2006
1	Turnover: Note: All major segments having 10% of total turnover to be listed			
2	Net Profit			
3	Net Worth			

Signature of Bidder
(with official seal)

Signature of
Chartered
Accountant

Date

Date

Name

Name

Designation

Membership No

Address

Address

Telephone

Telephone

Fax

Fax

E-mail address

E-mail address

Note: Please enclose audited balance sheet and Profit & Loss statement.



Appendix 4: Proposed Solution Architecture

The Bidder shall furnish definite Solution Proposal and give complete set of Architecture for e-Procurement Application Development, Deployment and commissioning.

The Architecture for execution of the above Project should contain the following:

- Functional Architecture
- Technology Architecture
- Process Architecture
- People Architecture
- Resource Architecture



Appendix 4-A e-Procurement Application Software Development

The Bidder is expected to furnish definite Solution Proposal and give complete set of Architecture for **e-Procurement Application Software Development**. This shall include:-

- Functional Architecture
- Technology Architecture
- Security Architecture
- Interpretability and Scalability Design and Parameters
- Process Architecture
- People Architecture
- Resource Architecture
- Testing Methodology and Strategy



Appendix 4-B Capacity Building and Change Management

The Bidder is expected to furnish definite Solution Proposal and give complete set of Architecture for **Capacity Building and Change Management**. This shall include:-

- Functional Architecture
- Technology Architecture
- Process Architecture
- People Architecture
- Resource Architecture
- Design and Details of Capacity Building Material

Any Other Items required for solution

Sl No	Description	Details

Note: Please Provide Tables for All mentioned type (Functional, Technology, Process, People, and Resource) architecture on a separate sheet.



Appendix -5: Manufacturer's Authorization Form

Date: dd/mm/yyyy

To,

Reference:

Sir,

We _____, (*name and address of the manufacturer*) who are established and reputed manufacturers of _____ having factories at _____ (*addresses of manufacturing locations*) do hereby authorize M/s _____ (*name and address of the bidder*) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured by us.

Yours faithfully,

For and on behalf of M/s _____ (*Name of the manufacturer*)

Signature _____

Name _____

Designation _____

Address _____

Date _____

Directorate Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.



Appendix 6: Firm Experience
(Relevant to e-Procurement Project)

Assignment Name:		
Location within Country:		Professional Staff Provided by Your Firm
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services :
Name of Associated Consultants, if any:		No. of Months of Professional Staff, provided by Associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your consultant :		



Appendix 7: Composition and Task Assignments Summary

Name	Qualifications	Years of Experience	Area of Expertise	Task & Position Assigned



Appendix 8: Curriculum Vitae for Proposed Staff

(CVs of Key Persons)

1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Firm** [*Insert name of firm proposing the staff*]:
3. **Name of Staff** [*Insert full name*]:
4. **Date of Birth:** **Nationality:**
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:
6. **Membership of Professional Associations:**
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]:
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: To [Year]:

Employer:

Positions held:



<p>11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:</p>
--	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:



Appendix 9: Statement of deviation from requirement Specification

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no technical deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of technical deviations and variations from the requirement specifications of tendered items and schedule of requirements. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Witness

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Directorate Seal



Appendix 10: Statement of deviation from tender terms and conditions

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no deviations (null deviations) from the terms and conditions of the tender.
All the terms and conditions of the tender are acceptable to us.

OR (Strike out whatever is not applicable)

Following are the deviations from the terms and conditions of the tender. These deviations and variations are exhaustive. Except these deviations and variations, all other terms and conditions of the tender are acceptable to us.

S. No.	Section No.	Page No.	Para	Statement of deviations and variations
1.				
2.				

Witness

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Directorate Seal



Appendix 11: Un-priced Bill of Material

Component wise Specifications

Brief particulars of the goods and services, which shall be supplied/ provided by the Bidder, are as under:

Item No.	Description of the Item	Specification of the Item	Quantity

Witness

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Bidder

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Directorate Seal



Appendix 12 : Bid letter – Commercial

Date: dd/mm/yyyy

To,

Reference:

Sir,

We hereby declare:

- i. We are the authorized agents of the manufacturers of the equipment/Services proposed in our solution.
- ii. That we / our principals (manufacturer) are equipped with adequate maintenance and service facilities within India for supporting the offered equipment. Our maintenance and service facilities are open for inspection by representatives of Bihar.

We do hereby undertake that, in the event of acceptance of our bid, the supply of equipment and commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid.

In the event of acceptance of our bid, we do hereby undertake that:

- iv. To supply the equipment and commence services as stipulated in the schedule of delivery forming a part of the attached technical bid.
- v. To undertake the project on BOO basis for a period of 5 years, for quarterly guaranteed revenue as mentioned in the financial bid.
- vi. We affirm that the prices quoted are inclusive of delivery, installation, and commissioning charges and all sales/service taxes. (Octroi and any local levies will be charged on actual on submission of proof of remittance.)

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

1. This bid letter
2. Bid particulars
3. Statement of commercial deviation



We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by GoB and that we shall remain bound by a communication of acceptance within that time.

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

- i. The deviations from the requirement specifications of tendered items and schedule of requirements are only those mentioned in section 12.1.4

OR *(Strike out whatever is not applicable)*

There are no deviations from the requirement specifications of tendered items and schedule of requirements.

- ii. The commercial deviations of tendered items are only those mentioned in section 12.2.3.

OR *(Strike out whatever is not applicable)*

There are no commercial deviations.

- iii. The deviations from the terms and conditions of the tender are only those mentioned in section 12.1.5

OR *(Strike out whatever is not applicable)*

There are no deviations from the terms and conditions of the tender.

We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/____ (dd/mm/yyyy), for an amount of Rupees twenty lakhs which is enclosed in the cover containing pre-qualifying requirements.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

Signature of Bidder (with official seal)

Date

Name



Designation _____

Address _____

Telephone _____

Fax _____

E-mail address _____

Details of Enclosures:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.



Appendix 13: Statement of Commercial Deviation

Date: dd/mm/yyyy

To,

Reference:

Sir,

There are no deviations (null deviations) from the requirement specifications of tendered items and schedule of requirements and hence there are no commercial deviations. The entire work shall be performed as per your specifications and documents.

OR (Strike out whatever is not applicable)

Following is the exhaustive list of commercial deviations and variations from the exceptions to the specifications and documents for the above mentioned tender. Except for these deviations and variations, the entire work shall be performed as per your specifications and documents.

S. No.	Section No.	REQ No.	Page No.	Statement of deviations and variations
1.				
2.				

Witness

Bidder

Signature

Signature

Name

Name

Designation

Designatio

n

Address

Address

Directorate

Directorat

e

Date

Date

Directorate Seal



Appendix 14: Commercial Bid Details

Terms and Condition:

1. If the Bid Amount varies in figure and words, then the amount written in words will taken as bid price
2. Conditional bids shall be summarily rejected.
3. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
4. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
5. If there is a missing quotation for any item then the price of that component/ equipment/ services shall be put from the quotations of other bidder who has quoted highest price for that component/equipment/ services

Commercial Bid Format

Table 14.1

Commercial Quote

SI No	Commercial for following Services to be rendered by Service Provider	Quantity / Users etc.,	Amount in Rs. Words	Amounts in Rs Figure



A	Service Charge to be Charged by Selected Vendor in terms of amount per tender for providing complete e-procurement services through web portal as defined in Section '25 - B' , Selection Criteria	Per Tender Quote to be given		
---	--	------------------------------	--	--

Note:

1. The Maximum cap of Rs 5000 per tender is for the bid, the bidder will have to quote below Rs 5000 per tender, otherwise bidder's financial bid will be rejected.
2. The L1 will be decided on the lowest amount quoted by the bidders.



Appendix 15: Bill of Material

Brief particulars of the goods and services, which shall be supplied/ provided by the Bidder for the e-Procurement, are as under:

Item No.	Description of the Item	Specification of the Item	Quantity	Price per Unit*	Operation and maintenance charges	Total Price

* Unit price is inclusive of all taxes and duties

Witness

Bidder

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Signature _____
 Name _____
 Designation _____
 Address _____
 Directorate _____
 Date _____

Directorate Seal

Appendix 16 : Bank Guarantee- for Earnest Money Deposit

To

The Managing Director

Bihar State Electronics Development Corporation Limited

Government of Bihar

BELTRON Bhawan, Shastri Nagar,

Patna- 800013

Whereas(hereinafter called "the Bidder") has submitted its Bid dated (date of submission of Bid) for execution of Turnkey Information Technology project on BOO Model for the e-Procurement in terms of the Tender notice no. **BSEDC/2008/e-Procurement/004 dated 12/06/2008** issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called "the Bid").

Whereas as per Clause of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called "the Guarantor Bank"), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - (a) withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or
 - (b) having been notified of the acceptance of its Bid by the Managing Director, Bihar State Electronics Development Corporation Limited during the period of Bid Proposal validity:
 - (i) fails or refuses to enter into the Contract; or

Bihar State Electronics Development Corporation Limited
RFP e-Procurement



- (ii) fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidders.

The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Electronics Development Corporation Limited without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs 20,00,000.00 (Rupees Twenty Lakhs) (Guaranteed Amount).

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Electronics Development Corporation Limited and the Bidder or any other person.
3. The demand of the Managing Director, Bihar State Electronics Development Corporation Limited on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs 20,00,000.00 (Rs. Twenty Lakhs Only).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Electronics Development Corporation Limited.
6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Electronics Development Corporation Limited shall be entitled to act

Bihar State Electronics Development Corporation Limited
RFP e-Procurement



as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Electronics Development Corporation Limited in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2008

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)



Appendix 17: Performance Bank Guarantee Format.

To
The Managing Director
Bihar State Electronics Development Corporation Limited
Government of Bihar
BELTRON Bhavan, Shastri Nagar,
Patna

Whereas(hereinafter called “the Bidder”) has submitted its Bid dated (date of submission of Bid) for execution of Turnkey Information Technology project BOO Basis for the e-Procurement in terms of the Tender dated issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”).

Whereas as per the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalized bank (Bank Guarantee)

In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - (a) Having been notified of the acceptance of its Bid by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, during the period of Bid Proposal validity:
 - (i) Fails to perform as per the contract obligations.

Bihar State Electronics Development Corporation Limited
RFP e-Procurement



- (ii) On invoking of Clause for “Termination for Default”;
and /or on invoking of Section * Clause * “Exit
Management Schedule”.

- The Guarantor Bank shall immediately on demand pay the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs 1,00,00,000.00 (One Crore Only) (Guaranteed Amount).
2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director of Bihar State Electronics Development Corporation Limited, and the Bidder or any other person.
 3. The demand of the Managing Director of Bihar State Electronics Development Corporation Limited, on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfillment of the conditions stipulated in (1) above.
 4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director of Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs 1,00,00,000.00 (One Crore Only).
 5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director of Bihar State Electronics Development Corporation Limited.
 6. To give full effect to the Guarantee contained herein, the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.

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7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director of Bihar State Electronics Development Corporation Limited, in writing or up to and including 5 year from the date of signing of contract and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2008....

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank

Note: To be executed at the time of Signing of Contract by the Selected Vendor



Appendix 18: Template for Pre-bid Conference queries / Clarifications.

RFP purchase no:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

Sl No:	Clause No:___ Section No:___	Corresponding page no in the RFP Document	Particulars of the query / clarification	Remarks / BSEDC / Govt of Bihar
1				
2				
3				
4				

Authorized Signatory

Designation

(If the queries / clarifications are submitted through e-mail, the bidder should send the queries / clarifications through official e-mail IDs only.)