

Notice Inviting Tender for Selection of Vendor for Implementing Web-Based Project Management Tool and MIS System

Sealed Tender are invited under two bid system from reputed Software Company/ Firm/Agency for developing a **WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM** for BMSICL, which should be able to handle project planning and monitoring function related to civil construction work. It should also function as a centralized database for project management.

Details regarding scope of work, eligibility criteria, bidding process etc. can be found in the bidding document, which can be downloaded from BMSICL website (www.bmsicl.gov.in). Bidding documents can also be purchased from the office of BMSICL on payment of Rs. 20,000 (Twenty Thousand only) as tender document fee. In case of downloaded tender documents, tender document fee shall be submitted along with the bid.

Last date for receipt of Tender is **25/10/2013 (till 3PM)** through regd. /speed post/ courier/by hand. Bids will be opened at 3.30PM on the same day at BMSICL office.

Managing Director



Bihar Medical Services & Infrastructure Corporation Limited

5th floor, Bismaun Bhavan, Gandhi Maidan, Patna 800 001

Phone: +91 612 2219634; Fax: +91 612 2219635

www.bmsicl.gov.in

**BIDDING DOCUMENTS
FOR
WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM**

Bid Reference: BMSICL/System / 2-2013

**Bihar Medical Services and Infrastructure Corporation, Limited, Patna.
5th Floor Biscomaun Bhawan Gandhi Maidan,
Patna (Bihar) India**

Telephones: 0612-2219634

Fax:

Email: dgmsc-bmsicl-bih@nic.in

**INVITATION FOR BIDS
FOR
WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM**

BID REFERENCE : BMSICL/System/02/13

DATE OF COMMENCEMENT OF
SALE OF BIDDING DOCUMENT : 30/09/2013

LAST DATE FOR SALE OF
BIDDING DOCUMENT :25/10/2013

PRE-BID MEETING : 10/10/2013 at 11:00 am

LAST DATE AND TIME FOR
RECEIPT OF BIDS : 25/10/2013 up to 3 pm

TIME AND DATE OF OPENING
OF BIDS : 25/10/2013 up to 3 pm

PLACE OF OPENING OF BIDS: :Bihar Medical Services & Infrastructure
Corporation Limited, 5th Floor, Bisomaun
Bhawan, Gandhi Maidan, Patna 800001. Bihar

ADDRESS FOR COMMUNICATION :Bihar Medical Services & Infrastructure
Corporation Limited, 5th Floor, Bisomaun
Bhawan, Gandhi Maidan, Patna 800001. Bihar

The tender document can be availed from Office of the BMSICL by paying Rs. 20,000/- in shape of Bank Draft drawn in favor of Managing Director, BMSICL, payable at Patna as per the schedule given above. However, the tender document is also downloadable from the website (www.bmsicl.gov.in). The cost of tender document required to be deposited in the shape of Bank Draft (only) along with the bid, failing which the bid shall not be accepted.

Sealed offers can be submitted through Speed Post / registered Post / Courier / By Hand only on any working day on or before due date and time.

No consortium bidding is allowed.

BMSICL

DISCLAIMER

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

Though adequate care has been taken in the preparation of this RFP document, the interested firms shall satisfy themselves that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required. Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied with the RFP Document in all respects.

BMSICL reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BMSICL also reserve the right to withhold or withdraw the process at any stage with intimation to all vendors submitted the BID document.

BMSICL reserves the right to change / modify / amend any or all of the provisions of this RFP document. Such changes would be posted on the website (www.bmsicl.gov.in).

Neither BMSICL, nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the assignment, the information and any other information supplied by or on behalf of BMSICL or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

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

TABLE OF CONTENTS

1	INTRODUCTION	9
1.1	PREFACE	9
1.2	PROJECT OBJECTIVE.....	9
2	INVITATION TO PROPOSAL	10
2.1	DUE DILIGENCE	10
2.2	COST OF BIDDING.....	10
2.3	AMENDMENT OF TENDER DOCUMENT	10
2.4	COST OF THE RFP DOCUMENT	10
2.5	SITE VISIT (s)	11
3	INSTRUCTIONS TO BIDDERS	12
3.1	INTRODUCTION	12
3.2	SCOPE OF PROPOSAL.....	12
3.3	FORMAT & SIGNING	12
3.4	SUBMISSION OF RFP - PACKING, SEALING AND MARKING	12
3.5	NUMBER OF PROPOSALS	13
3.6	LANGUAGE OF BID.....	13
3.7	CONFLICT OF INTEREST	13
3.8	VALIDITY OF PROPOSALS.....	14
3.9	RIGHT TO ACCEPT PROPOSAL	14
3.10	PROPOSAL DUE DATE.....	14
3.11	LATE SUBMISSION.....	14
3.12	MODIFICATIONS / WITHDRAWAL.....	14
3.13	BID OPENING	15
3.14	FRAUD & CORRUPTION	15
3.15	AMENDMENTS.....	16
3.16	CLARIFICATIONS	16
3.17	REJECTION OF BID	16
3.18	AUTHENTICATION OF BID	ERROR! BOOKMARK NOT DEFINED.
3.19	ACKNOWLEDGEMENT BY THE BIDDER	16
3.20	EARNEST MONEY DEPOSIT (EMD)	17
3.21	FORFEITURE OF EMD	17
3.22	EXTENSION OF PERIOD OF VALIDITY	18
3.23	VALIDATION OF INTERLINEATIONS IN BID.....	18
3.24	ANNOUNCEMENT OF BIDS.....	18
3.25	CLARIFICATION OF BIDS	18
3.26	COMPLETENESS OF BIDS.....	19
3.27	RECTIFICATION OF ERRORS.....	19
3.28	NOTIFICATION TO BIDDER	19
3.29	SIGNING OF AGREEMENT	19
3.30	EXPENSES FOR THE CONTRACT	20

3.31	FAILURE TO ABIDE BY THE CONTRACT	20
3.32	PERIOD FOR FURNISHING PERFORMANCE GUARANTEE	20
3.33	ANNULMENT OF AWARD	20
3.34	DISQUALIFICATIONS	21
4	<u>BIDDING PROCEDURE & EVALUATION.....</u>	22
4.1	PRELIMINARY SCRUTINY	22
4.2	TECHNICAL EVALUATION (TOTAL MARKS – 100)	22
4.3	SCORE NORMALIZATION	23
5	<u>SCOPE OF WORK.....</u>	25
5.1	FUNCTIONAL.....	25
5.2	REQUIREMENT	25
5.3	IMPLEMENTING & USER ACCEPTANCE TESTING	35
5.4	RELATED DELIVERABLES.....	36
5.5	SYSTEM DEPLOYMENT	36
5.6	MAINTENANCE & HANDHOLDING.....	36
5.7	CAPACITY BUILDING TRAINING.....	36
5.8	TRAINING MANUAL & OPERATIONAL GUIDELINES	37
5.9	MONITORING & EVALUATION	37
5.10	TECHNICAL REQUIREMENTS.....	38
5.11	ADVICE ON IT INFRASTRUCTURE	42
5.12	IMPLEMENTATION	42
5.13	ON-GOING SUPPORT	42
6	<u>GENERAL BID.....</u>	44
7	<u>TECHNICAL BID.....</u>	46
8	<u>COMMERCIAL BID</u>	47
9	<u>GENERAL TERMS & CONDITIONS.....</u>	48
9.1	RELATIONSHIP BETWEEN THE PARTIES	48
9.2	STANDARDS OF PERFORMANCE	48
9.3	DELIVERY AND DOCUMENTS.....	48
9.4	INTELLECTUAL PROPERTY RIGHTS	48
9.5	ASSIGNMENT	49
9.6	PAYMENT SCHEDULE	49
9.7	SUSPENSION	51
9.8	TERMINATION	51
9.9	TAXES AND DUTIES.....	52
9.10	LEGAL JURISDICTION	52
9.11	NOTICE	52
9.12	LIMITATIONS OF LIABILITIES	52

9.13	PROGRESS OF THE PROJECT	53
9.14	MISCELLANEOUS	53
9.15	PENALTY	53
	ANNEXURE-T1 (TECHNICAL BID LETTER)	54
9.16	ANNEXURE-T2 (BIDDER COMPANY PROFILE).....	57
9.17	ANNEXURE-T3 (BIDDER PROJECT PROFILE).....	58
9.18	ANNEXURE-T4 (STATE OF DEVIATION – SCOPE OF WORK)	59
9.19	ANNEXURE-T5 (STATE OF DEVIATION – TERMS & CONDITIONS).....	60
9.20	ANNEXURE-C1 (COMMERCIAL DEVIATION).....	61
	ANNEXURE-C2 (PRICE SCHEDULE)	66

1 Introduction

1.1 Preface

1.1.1 Background

Bihar Medical Services & Infrastructure Corporation Limited (BMSICL) is incorporated on 26th July 2010 under section 617 of Indian Company Act 1956 as per the Sankalp cum Memo no. 466(12) Dated 19.05.2010 of Health Department, Government of Bihar are:

- To promote value for money and delivery of services in a transparent and equitable manner to the people of Bihar.
- By procurement and distribution of quality drugs, equipment, services and works in right quantities in a timely manner.

One of the important activities of the Corporation is to improve the infrastructural facilities in Public Health Care across the State of Bihar. In this regard, BMSICL is mandated with the responsibility of undertaking major constructions and maintenance activities across the state on a simultaneous manner. This includes construction of Medical Colleges, Hospitals etc. To ensure quality of construction and compliance to schedule, it is required to automate all the processes that are amenable for automation.

1.2 Project Objective

BMSICL deals with many infrastructure Projects related to the Medical system in Bihar. There are many projects which are presently handled by the BMSICL and their development and proper monitoring is the responsibility of BMSICL. BMSICL's role is to design, develop and implement new infrastructure projects for the State Government.

Managing all these activities manually is a very tough and tedious task for the Corporation. So there is a need of **“Web based Project monitoring tool & MIS System”** which will help to automate the processes as well as be helpful for monitoring the different Projects handled by the Corporation.

2 Invitation to Proposal

2.1 Due Diligence

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications and other information in this Tender Document. The bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. BMSICL shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder

2.2 Cost of Bidding

The Bidder will bear all costs associated with the preparation and submission of its bid and BMSICL will in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 Amendment of Tender Document

At any time before the deadline for submission of bids, BMSICL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and/or supplementing the same.

Any amendments/modifications in the tender document would be displayed on the website (www.bmsicl.gov.in) and all such amendments shall be binding on the bidders without any further act or deed on BMSICL part. In the event of any amendment, BMSICL reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

2.4 Cost of the RFP Document

- ✓ The cost of the tender document is **Rs 20,000.00**
- ✓ The RFP document can be downloaded from the website www.bmsicl.gov.in

- ✓ While submitting the proposal must accompany the RFP cost in shape of demand draft in favor of Managing Director, BMSICL, payable at Patna
- ✓ The proposal without the cost of RFP document will not be considered for evaluation.

2.5 Site Visit (s)

The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder.

No site visit (s) shall be scheduled after the prescribed date for submission of bids.

3 Instructions to Bidders

3.1 Introduction

The section aims to provide guidelines/Instructions for Bidders, to be used while submitting the Proposals. These are generic in nature, but bidders are required to abide by them during the currency of the Project.

3.2 Scope of Proposal

Detailed description of the objectives, scope of services, deliverables and other requirements relating to the job/assignment are as specified in this RFP. The Proposal is required to be submitted in the form and manner as specified in this document.

3.3 Format & Signing

The RFP shall be submitted in two parts

- ✓ Part A – Technical Bid
- ✓ Part B – Financial Bid

The RFP shall be typed or written in indelible ink and shall be signed by the applicant or a person or persons duly authorized. Any interlineations, erasures or overwriting shall be valid only if the person or persons signing the RFP prior to opening of the same initial them.

3.4 Submission of RFP - Packing, Sealing and Marking

The bidder shall prepare Technical Bid (Part-A) and Financial Bid (Part-B). The Bids shall be sealed separately clearly marking Technical and Financial on the envelope along with the Purpose, RFP Number, and Date & Tendering Authority Address. The Original & Copy of each part of the RFP must be inserted in separate sealed envelopes, along with bidder name and address on the envelope and super scribed in the following manner.

- ✓ **PART-A: TECHNICAL BID FOR WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM**
- ✓ **PART-B: FINANCIAL BID FOR WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM**

All the two envelopes i.e. envelope for Part-A and Part-B must be packed in a separate sealed outer cover and clearly super scribed with “**PROPOSAL FOR WEB BASED PROJECT MONITORING TOOL & MIS SYSTEM**”

The bidders Name & address shall be clearly mentioned on the outer envelope. The inner and outer envelopes shall be addressed to the BMSICL at the following address:

<p style="text-align: center;">MANAGING DIRECTOR, BIHAR MEDICAL SERVICE AND INFRASTRUCTURES CORPORATION LIMITED FIFTH FLOOR, BISCO MAUN BHAWAN, PATNA 800001</p>

If the outer envelope is not sealed and marked as mentioned above, then the BMSICL will assume no responsibility for the Proposal’s misplacement or premature opening.

3.5 Number of Proposals

A bidder can submit one proposal at a time. Bidder submitting more than one proposal shall be rejected

3.6 Language of Bid

All Proposals and various documents related to these Proposals should be in English Language. All correspondence between BMSICL and the Bidders would also be in English Language. Supporting Documents and Printed Literature furnished by the Bidders may be in another Language provided they are accompanied by an accurate translation in English Language.

3.7 Conflict of Interest

BMSICL requires that bidder must provide professional, objective and impartial advice and at all times hold BMSICL interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work. In case the Bidders have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, they shall declare such interests as part of their proposal.

3.8 Validity of Proposals

- ✓ For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening.
- ✓ A bid valid for a shorter period may be rejected by BMSICL as being non-responsive.
- ✓ During the period of validity of Bids, the rates quoted shall not change.
- ✓ In exceptional circumstances, BMSICL may ask for extension of the period of validity and such a request shall be binding on the bidder.
- ✓ BMSICL request and the response to such a request by various bidders shall be in writing.
- ✓ A bidder agreeing to such an extension will not be permitted to increase its rates.

3.9 Right to accept Proposal

BMSICL reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision.

3.10 Proposal Due Date

RFP filled in all respect must be submitted to BMSICL at the address, time and date specified in the cover page of the RFP by hand or reach its office through Speed Post / Registered Post / Courier. If the specified date for the submission of RFPs is declared as a holiday for Govt. of Bihar, the bids will be received up to the appointed time on the next working day.

3.11 Late Submission

Bids submitted after the deadline for submission prescribed by BMSICL will not be considered.

3.12 Modifications / Withdrawal

No modifications / withdrawal to the Proposals shall be allowed once it is received by the tendering authority.

3.13 Bid Opening

BMSICL will open all Proposals, in the presence of bidders or their authorized representatives who choose to attend, at the date and time mentioned in the RFP.

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date being declared a holiday, the RFPs shall be opened at the appointed time and location on the next working day.

3.14 Fraud & Corruption

BMSICL requires that bidder is bidding for this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuit (pursuance) of this policy, BMSICL.

- ✓ "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of BMSICL official by any personnel of bidder in procurement process or in contract execution.
- ✓ "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of BMSICL and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the BMSICL of the benefits of free and open competition;
- ✓ "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the BMSICL.
- ✓ "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

- ✓ BMSICL will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.
- ✓ BMSICL will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt, fraudulent, unfair trade and coercive practices in competing for, or in executing, the contract.

3.15 Amendments

At any time prior to deadline for submission of proposal, BMSICL may for any reason, modify the RFP. The prospective bidders having received the RFP shall be notified of the amendments through e-mail/website and such amendments shall be binding on them.

3.16 Clarifications

During evaluation of the Proposals, BMSICL may at its discretion, ask the bidder for clarifications on their proposal.

3.17 Rejection of Bid

BMSICL reserves the right to reject any and all proposals, in whole or in part, to waive any and all informalities, and to disregard all non-confirming, non-responsive or conditional proposals.

In the event any or all proposals are rejected, in whole or in part, thereafter BMSICL in its sole discretion may initiate a new RFP process including all or part of the components of this Request for Proposals.

3.18 Acknowledgement by the Bidder

It shall be deemed that by submitting the Proposal, the bidder has:

- ✓ Made a complete and careful examination of the RFP

- ✓ Received all relevant information requested from BMSICL Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BMSICL or relating to any of the matters Stated in the RFP Document
- ✓ Acknowledged that it does not have a conflict of Interest; and
- ✓ Agreed to be bound by the undertaking provided by it under and in terms hereof.

BMSICL shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the BMSICL.

3.19 Earnest Money Deposit (EMD)

The EMD is required to protect BMSICL, Government of Bihar against the risk of Bidder's conduct, which would warrant the security's forfeiture.

Unsuccessful Bidder's EMD will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity.

The successful Bidder's EMD will be returned after furnishing the performance guarantee or adjusted against the performance guarantee upon the bidder signing the contract.

The Bidder has to submit and EMD of Rs. 1, 00,000.00 (One Lac Only) in favor of “ Managing Director , BMSICL Payable at “ Patna “

3.20 Forfeiture of EMD

EMD submitted by the vendor may be forfeited under the following conditions. If the bid or its submission is not in conformity with the instruction mentioned herein;

- ✓ If the vendor withdraws the tender before the expiry of the validity period
- ✓ If the vendor violates any of the provisions of the terms and conditions of the tender
- ✓ In the case of a successful vendor fails to (a) accept award of work, (b) sign the contract agreement with BMSICL, Government of Bihar, after acceptance of

communication on placement of award, (c) furnish performance security, or the vendor violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of BMSICL, Government of Bihar in timely finalization of this tender

The decision of BMSICL regarding forfeiture of bid security shall be final and shall not be called upon question under any circumstances. A default in such a case may involve black-listing of the vendor by BMSICL.

3.21 Extension of Period of Validity

In exceptional circumstances, BMSICL may solicit the bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder shall be unconditional. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the EMD. A Bidder granting the request will not be permitted to modify its bid.

3.22 Validation of Interlineations in Bid

Any interlineations, erasures, alterations, additions or overwriting shall be valid only if the person or persons signing the bid have authenticated the same with signature.

3.23 Announcement of Bids

The name of Bidder, bid prices, total amount of each Bid, EMD, discount, etc. shall be announced at the Commercial Bid opening.

3.24 Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, BMSICL may, at its sole discretion, ask the Bidder for a clarification of its bid including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, BMSICL reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder

3.25 Completeness of Bids

BMSICL will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bid Documents are substantially responsive to the requirements of the RFP.

3.26 Rectification of Errors

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 there is a discrepancy between the rates in words and figures, the rate in words will govern.
- ✓ If the supplier does not accept the correction of errors, his bid will be rejected & EMD may be forfeited.

3.27 Notification to Bidder

The Bidder whose Bid has been accepted shall be notified of the award prior to the expiration of the period of validity of the proposal, by registered letter or by fax. This letter (hereinafter the "Letter of Acceptance") shall state the sum that BMSICL, shall pay the Bidder in consideration of the execution, completion and maintenance of the work as prescribed by the Contract (hereinafter the "Contract Cost") in accordance with Payment Terms. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within five (5) days from the receipt of the Letter of Acceptance.

3.28 Signing of agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and BMSICL, shall promptly and in no event later than 7 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be

subject to the furnishing of the Performance Guarantee. BMSICL shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

3.29 Expenses for the Contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the BMSICL.

3.30 Failure to abide by the Contract

The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of BMSICL, with such penalties as specified in the Bid Document and the Contract.

3.31 Period for Furnishing Performance Guarantee

Within five (5) working days of the receipt of the acknowledgment of the Letter of Acceptance from BMSICL, the successful Bidder shall furnish a Performance Guarantee for an amount equivalent to 10% of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee / Bank Draft / Pay Order from a scheduled bank drawn in favor of **Managing Director BMSICL** payable at **Patna**. If such Performance Guarantee is in the form of a Bank Guarantee, then such Bank Guarantee shall be in a form acceptable to the BMSICL. The EMD submitted earlier by the successful Bidder shall be adjusted against the Performance Guarantee and such Performance Guarantee shall be retained by the BMSICL, till the end of the Term as defined in the Contract.

3.32 Annulment of Award

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of

Contract and forfeiture of the EMD, in which event BMSICL, may make the award to the next lowest evaluated Bidder or call for new bids.

3.33 Disqualifications

BMSICL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- ✓ Submitted the Proposal documents after the response deadline
- ✓ Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- ✓ Submitted a proposal that is not accompanied by required documentation or is non-responsive
- ✓ Failed to provide clarifications related thereto, when sought
- ✓ Submitted more than one Proposal (comprising of same Prime Applicant individually or in case of a consortium Prime Applicant and Implementation Partner)
- ✓ Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted
- ✓ Submitted a proposal with price adjustment/variation provision.

4 Bidding Procedure & Evaluation

All evaluation will be carried out by BMSICL, may constitute an evaluation committee to evaluate the bids. Evaluation conducted by the committee shall be final and binding on all the bidders.

The evaluation committee may choose to conduct technical negotiations or discussions with any or all the bidders. The decision of the evaluation committee in the evaluation of the Technical & Financial bids shall be final and binding on all the parties. No correspondence will be entertained outside the process of negotiation / discussion with the evaluation committee.

Information relating to the examination, clarification, evaluation and comparison of the bid document and recommendations (if any) shall not be disclosed by the evaluation committee to the bidders or any other persons (other than officers / advisors of BMSICL, or as required by applicable law) not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the tender evaluation committee's processing of bids or award decisions may result in the rejection of the bid.

4.1 Preliminary Scrutiny

BMSICL will prepare a list of firms based on the compliance to all the terms and conditions of the tender. The tenders who do not conform to the tender conditions shall be straight away rejected. All eligible tenders will be considered for further evaluation. The decision of BMSICL, will be final in this regard.

4.2 Technical Evaluation (Total Marks – 100)

#	Items	Criteria	Points
(a)	Turnover of the company in Last Three Financial Year Ending on 31 st March 2013	≥ 15 Cr ≥ 10 Cr	10 07
(b)	Quality Certification	CMMI Level 5 CMMI Level 3	10 07
(c)	Bidder should have successfully implemented at least 2 MIS Software Projects (Excluding Hardware and Human Resource Supply) (Work Order of the Concerned Projects)	≥ 50 Lakhs ≥ 30 Lakhs	20 15

(d)	Bidder should have successfully implemented at least 2 (Two) Web based Software Application (Without Hardware and Human Resource Supply) for any Government Department in India costing; (Project completion certificate stating the above criteria must be submitted for consideration)	≥ 70 Lakhs ≥ 50 Lakhs	25 15
(d)	Coverage of the solutions requires customization on the module proposed for the Project	100% Coverage 80% Coverage < 80% Coverage	10 07 04
(e)	Technical Presentation ✓ Work Plan Approach & Methodology ✓ Domain Knowledge ✓ Understand solution's features in greater detail & application life cycle management ✓ Understand software solution's fit to BMSICL, requirements		10 05 05 05
Total			100

Project/s evaluated under 4.2(c) will not be considered for 4.2(d) and vice versa.

Minimum qualifying mark for opening of commercial bid is **60%** (60 out of 100). Financial bid of those bidders only will be opened who are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Quality cum Cost Based Selection (QCBS) method.

4.3 Score Normalization

The absolute evaluation mark will be calculated as follows;

Normalized Technical Score (**STech**) $\frac{\text{Mark Secured by the Bidder} \times 60}{\text{Highest Scored obtained by any Bidder}}$

Normalized Commercial Score (**SCom**) $\frac{\text{Lowest price quoted by any bidder} \times 40}{\text{Price quoted by the Bidder}}$

Final Score (**SFinal**) will be calculated as follows

SFinal = STech + SCom

The vendor with the highest marks computed above on Quality cum Cost Based Selection (QCBS) basis will be awarded the contract at the quoted price.

5 Scope of Work

5.1 Functional

5.1.1 Projects

BMSICL wants to implement a MIS for the different schemes running under the corporation. Basically there are three kinds of schemes as listed below

1.1 Central Funded scheme

1.2 State funded scheme

1.3 Other Agencies (World Bank, ADB, Nabard) funded schemes

Apart from the schemes there are different kinds of interventions and some with sub interventions as well.

The BMSICL needs to implement a Project Monitoring Tool & MIS Software application which will be used for Monitoring of the different Projects. The objective of implementing the Software application is to do a proper Management of the Projects planning and will serve as a single repository of the data for the Projects.

The stake holders of the schemes are:

- a.** State Government
- b.** BMSICL
- c.** Contractors
- d.** Consultants
- e.** Others

It will be also required to create a Master database of all the stake holders simultaneously.

5.2 Requirement

The Scope of Work of the service provider is to provide the BMSICL a comprehensive Project Monitoring Tool along with a MIS system. The scope of service shall include the installation, operation, implementation, and support of an integrated information system for monitoring of the different projects of the BMSICL across the State.

The scope which is broadly covered under the Development of the MIS will be as follows. The software application will have the following functionalities:

5.2.1 Data Management

The System should be capable for doing the following in terms of the Data Management

- a. Facility to create entities like a Project /Implementing Agencies / Department and Generation of Unique codes.
- b. Assignment of a project with multiple implementing agencies
- c. Management of different documents in a particular project
- d. Monitoring of Financial Progress as well as the Physical Progress through the Software Application.
- e. Information collection from the field in terms of data as well as Photographs with the Geo Stamping and Time stamping through mobile devices.
- f. MIS Generation of Financial Data, Planning data and Etc.

5.2.2 User Management

The System should be Dynamic and the Super Administrator must be enabled to create users and provide the access to the created user of certain modules based on their authority and hierarchy.

5.2.3 Project Management

- Facility of Creation of different milestones inside a particular project and provision for Flag rising and co-relation with some set of data based on the requirement of the user.
- Tracking of different steps inside a Project and Work flow automation as generation of different reports for e.g. Utilization Certificates, Sanction orders etc.
- Integration with the BMSICL portal for different Report Display
- Facility for Creation of the Master database of the Authorized Contractors

- Financial Transaction module for tracking the different financial transaction against a particular project.
- Integration of the Photographs with the Google maps with the help of GPS coordinates.
- Tracking of funds and development against a particular project
- Facility for Automation of allocations given under different Projects
- Automation of Sanction Procedure, verification procedure and Sanction based on the need of the different Projects
- Different sets of documents can be uploaded in the phase wise manner to create a central Electronic Repository of a particular project
- The implementing agency and all the involved agencies need to upload the copies of the bills and other document which is required for providing the sanctions and other processes.
- Design and Development of a Mobile application based on the requirement of User which will capture some of the text fields along with the photo graph with Geo Stamping .
- Representation of different scheme as Gantt charts and Pert Charts
- Generation of MIS as per the need of the Corporation

5.2.4 Design and develop a Web Based Project Monitoring Tool & MIS System for the BMSICL, covering the various functions of the BMSICL

- Application has to be developed for following modules of the department.
Online Web Based solutions based on ASP.NET/C# with SQL Server or oracle10G or above RDBMS or better integrated solutions.
- The Service Provider is expected to study each of the above modules and processes in detail and design the application software as per the requirement of the BMSICL.
- The Application Software has to be developed using any of the popular Web Technologies and has to be developed and deployed in 3 tiers Architecture.
- The RDBMS to be used is SQL 2008 or above.

- The Application would be deployed centrally and accessed by the various offices of the department using the Internet.

5.2.5 Application Support would include:

The Service Provider is expected to resolve all critical bugs/complaint within 24 hours and non-critical bugs/complaints within 3 days of the registration of the Bug/complaint and update the status of the Bug/complaint resolution on the above application

Users at various Offices should able to register the Bugs/complaints in this application/ solution with following details

- ❑ Module in which Bug/complaint is to be reported
- ❑ Date of Bug/complaint
- ❑ Description of the Bug/complaint in Hindi and English
- ❑ Critical/non-critical bug/complaint
- ❑ Ensuring uptime of the Application
- ❑ Managing all the Bugs reported in the Application Software through the Bug Management Software as described.
- ❑ Ensuring incorporation of changes required in the application Software during the contract period subject to :
- ❑ Changes would not include change of Software Architecture and major changes of Database.
- ❑ Changes would also include requirement of additional reports as and when required subject to availability of Data in the System.
- ❑ Any bugs reported by the users during the period of contract have to be removed promptly by the Service Provider.
- ❑ Every Application user would have access to the bug/change management software.

- ❑ Any Bug or changes required by the BMSICL with respect to the Web site would be reported by the User on the Bug Management Software and Service Provider would be responsible to update the status of same.
- ❑ Changes required by the users would be actually undertaken after the same are approved by the Project Coordinator of the Corporation

5.2.6 Project Management Services

Service Provider would be responsible for management of the Project with following role:

- ❑ Co-ordinate the preparation and distribution/sharing of the Implementation Plan of the Project.
- ❑ Ensure that the various Offices are sticking to the implementation plan
- ❑ Ensure that daily check lists are being generated by the various Offices.
- ❑ Handle any issues being faced by the various Offices during the implementation.
- ❑ Provide the necessary support for ensuring the Integrity of Data so that all required Reports are correct.
- ❑ Co-ordinate with Software team to ensure that the Bugs/changes are executed in time.
- ❑ Provide all hand-holding and co-ordination support required by BMSICL for the execution of the project.

5.2.7 Training Services

Service Provider would conduct following minimum training Sessions

- ❑ Training sessions at Corporation for the various stake holder (100 users) on the application software and specifically related to feeding of Scheme related MIS Data Transactions and view/print for all level reports. Each of the Training session would have approximately 10-20 operators.
- ❑ Providing the User Manual based on the Level of the user.
- ❑ Customization in the application as per the requirement of the corporation
- ❑ The Service Provider would also provide an On-line Help and Interactive Training module which can be downloaded by the users for using the application software.
- ❑ 2 Manpower support for customizing the application as per the requirement of the Corporation after implementing the application
- ❑ 1 month for pilot test

5.2.8. REQUIREMENT SPECIFICATION

The solution should be implemented at site or at a Data Center and be made available to the authenticated users. The proposed solution must facilitate seamless integration of information among the departments of the Organisation. On deployment it must result in significant improvements in efficiency and availability of information on demand.

Modules

The solution proposed for computerization comprise of the following modules.

1. Construction Management Software
2. Project Monitoring Software

Solution Architecture & Technologies

Both the Software modules should be on Web Based Architecture. The solutions should be fully integrated and to be deployed on the same infrastructure. Therefore the deployment tools should also be same for both solutions.

Users for the application

The Application will be accessed by the authorised users from BMSICL, BMISCL contractors, BMSICL consultants for the project, other authorised senior officials of government etc. The minimum number of users will be about 100 the solution proposed should be able to handle this and should not have a cost implication to BMSICL at the time of adding additional users

Scope of the Project

The major scope of work for the proposed project is as below –

1. Demonstration of the Software Solutions
2. Customize the solution as per the requirement of the end users
3. Deploy the application on the Server provided by BMSICL
4. Provide training to end users and System Administrators
5. Provide user manual on use of application
6. Implement the solution on the Server Infrastructure provided by BMSICL
7. Document modifications / additions required in the existing Software Applications
8. Submit Customization Requirement Specifications (CRS) based on Modifications / Additions requested by the end users for Approval

9. Modify / Add features to the Software Applications
10. Implement Software Applications as per the CRS on the Hosting Infrastructure provided by BMSICL
11. Provide Training to users.
12. Provide 2 Onsite Technical Support
13. Provide Software Enhancement Services during the period of contract.
14. Hand over the project on completion of 12 months

Source code

Latest version of the Source code of the application should be provided for the specific project purpose on completion of 12 months Warranty.

Major Components of Proposed Project

The major components of the proposed project are as below

Software Deployment, Installation

It is required to have Software Solution, customized as per the requirements of BMSICL. The solution must be deployed on the infrastructure that will be provided by BMSICL. Further end user training and system administrator training is also to be provided to the specified number of users for the smooth operation of the application.

As part of the project, 2 days training must be provided to around 100 users at the BMSICL's premises in Patna. The required training infrastructure like the training room, computers, printer, internet connection, projector etc will be provided by BMSICL. The training must be on the usage of application and the day to day administration wherever required. Depending on the user type the duration can be 1-2 days. The training must include hands on component also.

Warranty

Software warranty for a period of 12 months after successful implementation is to be provided. The Software warranty must cover fixing of all Errors, bugs in the software solution.

Project Deliverables

The Deliverables of the Project are –

Software Solution

- a. Software Customization Requirement Specifications
- b. Software Application in CD Media – 2 Nos.
- c. User Manuals – Hard Copy (1 No.)
- d. User Manuals – Soft Copy in CD Media – 1 No.
- e. Administrator Manual – Hard Copy (1 No.)
- f. Administrator Manual – Soft Copy in CD Media (1 No.)
- g. End User Training – For 100 Persons(10 Batches of 20 persons per batch), 1 Day Per Batch
- h. Administrator Training – 3 Persons for 2 Days
- i. Software Modification Support for 1 year

Functional Requirement of the Corporation

CONSTRUCTION MANAGEMENT SOFTWARE (CMS)

PROPOSALS, Facility to capture details of requests received from user department, Facility to capture details of a 'New proposal', Facility to edit and update details of the proposal, Facility to attach documents and add remarks to the proposal, Facility for authorised users to approve or reject proposal, Facility to forward to authorised users.

PROJECT

Facility to view list of all Proposals, Facility to split a project into multiple jobs, Facility to capture details of 'Feasibility Study' for a job, Facility to enter details of the Feasibility Study, Facility to enter Feasibility Study details of New, Extensions, Addition and Alternate Sites, Facility to attach sketches and Remarks, Facility to forward to authorised users for attaching Drawings, Facility to attach multiple Drawings – Conceptual, Architectural, Structural, Facility to approve or reject one Drawing before going to the next one, Facility to forward to authorised users for Estimation, Facility to capture details of Soil Test, Facility to capture details of Statutory Licenses.

SCHEDULE OF RATES

Facility to setup Schedule of Rates categories, units and Year, Facility to create a Schedule of Rates for a year, Facility to view the Schedule created based on the Estimate, Facility to revise the Schedule (Revision Details), and Facility to view Scheduled Works.

M-Book

Facility to maintain M-Book, Abstract M-Book and Detailed M-Book as per PWD norms, Facility for Authorised users to enter the measurements of work done in stages in the M-Book, Facility for users to Check Measure the entries in the M-Book, Facility to view all the verified entries in the M-Book, Facility to prepare the Abstract M-Book, Facility to send the M -Book and Abstract M-Book for Billing.

BILLS and PAYMENT

Facility to create a New Bill for Payment, Facility to view the List of Bills, Facility for authorised users to approve and reject Bills, Facility to view list of approved bills, Facility to view list of rejected bills, Facility to enter details of payment including deductions, Facility to view list of payments, Facility to setup Deduction items.

SITE VISIT

Facility to enter the details of Site Visits, Facility to enter the progress of the project, Facility to attach multiple images and files.

WORK

Facility to view details of Work like Rough Cost and Probable date of completion, Facility to view details of Deposit Amounts like EMD and Security etc. Facility to release deposit amounts, Facility to view a list of Closed Works.

FUNDS

Facility to enter details of Funds available for a particular project or work, Facility to enter details of mode of payment like Cheque, DD Bank details etc.

REPORTS

List Of Works-District wise, Division wise, Health facility wise, List Of Bills, List Of Projects, List Of Approved Bills, List Of Payments, List Of Works-, Bill Details, Work-Wise Feasibility, Facility to view award of LoA & Work Order, facility to view validity of performance security, Comprehensive View, Vendor Wise Bills, License, Tender Register, Agreement Register, Quotation Register, Fund Details-Project Wise, List Of Data Items For Estimate, M-Book Details-Job Wise, Abstract M-Book Details-Job-Wise, Schedule Items-Job Wise.

VENDORS

Facility to register approved contractors, Facility to view a list of Contractors, Facility for vendor login, Facility to rate vendors based on their performance on a particular project, Facility to rate vendors based on different categories.

PROJECT MONITORING SOFTWARE (PMS)

PROJECTS

Facility to add a new Project, Facility to update the details of the new project like name, type, category, start date, end date etc, Facility to view a list of current projects, Facility to view and add Sub Levels of the project, Facility to add resources required for the project, Facility to add the schedule of the project, Facility to add tasks to the project, Facility to assign Resources to the Task, Facility to assign schedule to the Task, Facility to mark a task as a milestone, Facility to assign criticality to a Task, Facility to view a list of Assigned Tasks of the user, Alert Facility for Scheduled Tasks, Alert to inform if Task is overdue or critical.

TASKS

Facility to view 'My Tasks', Facility to view Active Tasks, Completed Tasks, Declined Tasks and New Tasks under My Tasks, Facility to view the level of the Task – Base or Level 1-6, Facility to view if any Issues are listed under the task and the criticality of the issue – low, normal or high, Facility if the Task is a Milestone or not and the criticality of the milestone – low, normal or high, Facility to view the category of the Task – low normal or high, Facility to view the scheduled Due-Date of the Task and to view if the Task is overdue, Facility to view the Percentage of completion of the Task, Facility to view attachments – Photos, Videos and documents in a gallery, Facility to update the Progress of the Task by clicking on the Task, Facility to update the hours, % of completion and upload files, Facility to add Issues related to the Task, Facility to view List of Assigned Tasks, Facility to accept or decline a Task.

REPORTS

List of Ongoing Projects, List of Delayed Projects, List of Tasks Pending – User Wise, List of Resources Assigned – Project Wise, List of Completed Projects.

SYSTEM ADMINISTRATION

Facility to add new seat, Facility to create user, Facility to assign roles and privileges to the user, Facility to de-activate a user, Facility to remove a user, Facility reset User Password.

5.3 Implementing & User Acceptance Testing

After the completion of software development and initial set up, the Vendor shall take User Acceptance Testing before rollout.

5.4 Related Deliverables

The Service Provider is expected to follow under said phases during Application Development. System Study with respect to all the above modules and Submission of System Study report consisting of:

- ❑ System requirement and Specifications
- ❑ Screen Interfaces
- ❑ Formats of Screen and Print reports
- ❑ Demonstration and approval of the Prototype
- ❑ Development and Coding
- ❑ Project Management Plan (PMP)
- ❑ Contingency Plan
- ❑ Test Plan
- ❑ Training Plan
- ❑ User Manual Operations and Maintenance (O&M) Manual

5.5 System Deployment

After the user acceptance testing and incorporating the required changes, the vendor shall roll out the system for all project locations across Bihar.

5.6 Maintenance & Handholding

The vendor shall take the responsibility to maintain software for a period of at least one year from the date of roll out. The vendor is expected to provide skilled resources onsite at software implementation location during the maintenance period after development and deployment of the application

5.7 Capacity Building Training

The vendor shall organize capacity building training programmes to create skilled manpower to handle and make use of the system. The capacity building programmers also aims to create awareness among all the stakeholders for effective utilization of the integrated inventory management solution

To organize the capacity building training, the vendor requires undertaking the following exercise:

- ✓ Selection of participants
- ✓ Preparation of training modules
- ✓ Identification of resource person
- ✓ Logistical arrangement for smooth conduct of the trainings

5.8 Training Manual & Operational Guidelines

The vendor shall prepare the training manuals and operational guidelines. The manuals and guidelines shall be simple for easy understanding of the people.

5.9 Monitoring & Evaluation

The solution should provide an integrated tool to manage whole application during and after implementation. The vendor shall follow recommended mechanism for monitoring and evaluation of implementation. The vendor shall submit monthly evaluation report to the competent authority.

Implementation/Admin tool should be used to carry on the configuration and user acceptance activities. Same tool shall be used as knowledge repository during and post implementation support activities.

Implementation/Admin tool should enable all end user to log in issue and seek support from the help desk. As a security procedure, only Implementation/Admin tool shall be the window for 24/7 support to resolve product related issue resolution activities by the software vendor.

The monitoring will be done over a period of one year to ensure that the activities yield both quantitative outputs as well as qualitative outcomes and contribute towards the immediate objectives of the Project and also pave the way for up-scaling the outcomes by ensuring their sustainability and efficacy in an enduring manner.

5.9.1 Section A: Organic functionality

- ✓ Use of ICT as a part of the business process in shifting the focus on technology based business process instead of task.

- ✓ Assess BMSICL, requirements in terms of service delivery through ICT or backend computerization.
- ✓ Assist BMSICL, to identify projects for the use of technology in enhancing productivity and reduction of manual labour.
- ✓ Define processes to ensure consistency and quality of output including using standardized tools for discussions, reporting and monitoring etc.
- ✓ Assist BMSICL, to implement the system for effective management
- ✓ Prepare the framework and templates so that the evolution of the program is objective and consultative.

5.9.2 Section B: Functional, Process Understanding

- ✓ Assist BMSICL, in making effective use of ICT for their internal functions as well as for delivery of public services.
- ✓ Assist the organization in process of data updation for improving their efficiency
- ✓ Study of the present structure, functions and services of BMSICL,

5.10 Technical Requirements

5.10.1 System Security

- ✓ The passwords and security codes are maintained in the system.
- ✓ Provides security & controls to prevent unauthorized access to databases, maintain database process controls, and log all database transactions.
- ✓ Provides security to limit availability to application software screens, data elements, and the contents of data elements where appropriate
- ✓ Provides encryption technology
- ✓ Provides database level security
- ✓ Provides application level security
- ✓ The software needs to have right up to individual functionalities (screens and buttons for add, update, delete, view)
- ✓ The software have security features based on data hierarchy

5.10.2 Processing & Remote Access

- ✓ Avoids duplication in Data
- ✓ Able to operate in a multi-user environment with record locking to maintain the integrity of the data across all modules
- ✓ Simultaneous processing should be available for most functions.
- ✓ Provides edit controls to prevent incomplete or incorrect data from being processed, and programmatic control of the process flow to prevent information from being processed in the wrong sequence.
- ✓ Provides end-users with the ability to enter and manipulate data in an on-line interactive mode
- ✓ All updates are processed in real time. i.e., they are immediately available throughout the system.

5.10.3 Access Control Features

- ✓ Provides role based authorization in approval mechanisms and escalation procedures.
- ✓ Able to assign a user with multiple roles
- ✓ Provides role based access control
- ✓ Able to assign access control at Administrator level
- ✓ Able to delegate authority by certain end user groups

5.10.4 User Interface

- ✓ Application should have consistent look and feel across software applications
- ✓ Consistent and logical navigation flow and tool-tip information wherever relevant
- ✓ Uses standard GUI features (e.g., drop-down menus, dialog boxes, toolbar buttons)
- ✓ Data formats are consistent throughout application windows
- ✓ Menu options can be accessed via keyboard commands and/or arrow keys. Mouse-only access to options should be avoided
- ✓ Controls on page must respond properly to Tab order and hot-keys (alt-keys)
- ✓ Interface recovers gracefully from anticipated user errors (e.g., invalid input)
- ✓ Information and error messages are useful, accurate, and correctly spelled
- ✓ Unnecessary warnings do not appear

5.10.5 Database

- ✓ Uses an integrated database transcending functional areas
- ✓ Operates from a single data element dictionary addressing the entire system, with common update and query capability for all the users from different locations
- ✓ The dictionary is an integral component of the data access capabilities, including the definition of both data attributes and values
- ✓ System uses a centralized database

5.10.6 General Reporting

- ✓ All modules of the solution comprises of comprehensive reporting facilities with standard reports that confirm to the best practices and benchmarks of related functional area
- ✓ Dynamic and interactive reporting using prompts to allow end users to select filter conditions to be used at run-time
- ✓ Each report header/footer includes in minimum the title:
 - ❑ Organization name
 - ❑ Report name
 - ❑ Login user details (created by)
 - ❑ The report date & time
 - ❑ Each criteria entered to generate the report
 - ❑ Page numbers
- ✓ Able to run the reports in a browser based environment
- ✓ Offers ad-hoc Analysis allowing end users to create additional reports based on existing attributes and metrics or create new ones to address specific reporting needs
- ✓ Able to seamlessly export data into Microsoft Excel or MS word for further analysis and extended reporting
- ✓ Able carry out multiple sorting and apply extensive selection criteria
- ✓ Able to provide details/summarized reports and cross analysis of each module and sub module of the solution
- ✓ Each report offers category totals and grand total figure wherever applicable/specified

- ✓ Able to print report at any stage before final closing

5.10.7 Modularity

- ✓ The system should be modular in design
- ✓ New application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances
- ✓ Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality
- ✓ Proposed software should not disturb the customization done specifically for BMSICL, during upgrade to higher release or implementation of additional packs. Software vendor should provide additional functionalities not necessarily through next higher release, but as additional packs. BMSICL, will exercise the right of implementing only the relevant packs or functionalities.

5.10.8 Administrative Tools

- ✓ Includes administrative tools to monitor utilization, trace database access chains, optimize schema and sub-schema definitions, and optimize file placement and layout
- ✓ Permits system audits to determine who has used the system recently and what changes have been made
- ✓ Keeps a daily transaction journal for recovery purposes should that become necessary
- ✓ Statistics should be available on database access rates (both update and query) by program, terminal, ID, and by time of day

5.10.9 User Training

The (implementation) includes user training for each module covered by the system

5.10.10 Documentation

Specific elements of documentation that must be available with the system include:

User Manuals (both soft and hard copy)

5.11 Advice on IT Infrastructure

Bidders shall specify the Hardware and Networking Configuration / Specifications that are most suitable for running the Web Based Project Monitoring Tool & MIS System at BMSICL,. Bidder will be responsible for properly drawing up all hardware and networking specifications to ensure that the installation and deployment of the software is smooth across all locations. Specifications shall be independent of any proprietary technology of any hardware / networking Bidder. Specific activities that need to be done in this task are:

- ✓ Draw up detailed Hardware and Networking Specifications pertaining to the proposed Software being implemented
- ✓ Assist BMSICL, in the procurement of the specified Hardware and Network Equipments

5.12 Implementation

This will cover the following (but not limited to) activities:

- ✓ Preparing a Detailed Implementation Plan in consultation with BMSICL,
- ✓ Carrying out the final testing of the configured solution and obtaining various sign offs.
- ✓ Documentation of the testing procedures and results obtained
- ✓ Transferring the duly-tested configuration to the production environment
- ✓ Installation of the software and handing over of Final Source-Code to BMSICL,
- ✓ Data upload with due validation and checklists
- ✓ Assistance in clearing the initial transactions
- ✓ Development of the necessary MIS Reports
- ✓ Implementation of necessary access security and data validation controls
- ✓ Necessary User / Technical Manuals
- ✓ Full support at BMSICL, for a period of 12 months after the complete roll- out

5.13 On-Going Support

The table presented below is indicative of the level of support expected. It may be used as a base and be fine-tuned to describe the kind of support that can be offered. Bidder must have the ability to comply with the following levels of support desired by BMSICL, or propose comparable alternatives if any.

Support	Software Support (Application Software)
Availability	Full support: 7 days a week during 10:00 to 18:00 hrs
Initial Response	Immediate response and support for usage related and other minor problems. etc. onsite support within 24 hours for major problems and immediate support in case of emergency.
Major Repair	Immediate support for database recovery after crash, performance tuning, etc. Bug fix or update for all critical functions.
Guaranteed Operations	Web Based Project Monitoring Tool & MIS System provider will provide all technical support necessary to meet all critical processing cycles.
Training	Follow-up training for major changes in system releases.
Software & Documentation	As part of ongoing support, automatically upgrade the system on any new releases and provide any updates of technical and functional manuals.
Post Implementation	Indicate the type of post implementation support (including warranty Period and AMC) that will be provided.
Warranty	Warranty period should be for at least 1 year from the date of final acceptance. The final acceptance will be three months from the date of live operation of the complete system in production environment, with no pending deliverables by the Bidder.

6 General Bid

The RFP is open to eligible bidders only as per the pre qualification criteria. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope.

- 6.1. Non-refundable Tender Fee (downloaded from www.bsmicl.gov.in) cost of Rs. 20,000/-, in shape of Bank Draft from any scheduled bank drawn in favor of **Managing Director, BMSICL**, payable at Patna.
- 6.2. Interest free Earnest Money Deposit (EMD) of **Rs. 1,00,000.00(One Lacs Only)** in shape of Bank Draft from any scheduled bank drawn in favor of **Managing Director, BMSICL**, payable at Patna. The EMD of successful bidder is liable to be forfeited if the bidder revokes any terms of the tender within the validity period. EMDs given by unsuccessful bidders will be refunded after placing of work order to the successful bidder.
- 6.3. The bidder must be a company registered under the Indian Companies Act, 1956. Copy of such certificate shall be enclosed as a proof.
- 6.4. The Net Worth of the company should be positive. Certified copy from the C.A has to be enclosed.
- 6.5. The bidder should have been registered with Service Tax authority. Copy of such certificate shall be enclosed as a proof. Firm has also to submit the copy of Service Tax Return at least up to 31st March 2013.
- 6.6. The bidder should have been registered under Employees' Provident Fund (EPF) Authority. Copy of such certificate shall be enclosed as a proof along with the latest PF Return document such as PF Register & Deposit Challan.
- 6.7. The bidder should have been registered with Sales Tax authority. Copy of such certificate shall be enclosed as a proof. Firm has also to submit the copy of VAT Clearance Certificate up to 31st March 2012.
- 6.8. The bidder should be in IT Services for last ten years in India. Copy of Certificate of incorporation and the MOA has to be enclosed.

- 6.9.** The bidder should have an annual turnover of at least Rs. 10,00,00,000/- in IT / ITES sector during last three Financial Years ending on 31-Mar-2013 and must submit certified copy of the audited statement of accounts (PL Account & Balance Sheet, Certificate from Chartered Accountant in case of FY 12-13), as a proof of annual turnover stated.
- 6.10.** The bidder should have experience in managing projects at clients' site (or site preferred by the client) by deploying dedicated manpower for the project period. Copy of at least two work orders from for any Govt. Department along with completion certificate clearly stating the criteria must be submitted as a proof.
- 6.11.** Applicants should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India / State Governments. A self-declaration certificate on the company letter head should be enclosed.
- 6.12.** Representative authorization letter in the company letterhead that is authorised to sign the entire document relating to this RFP and will be present during evaluation & negotiation during the RFP period.

Important Points:-

- (a) In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected.**
- (b) Relevant documents in support of the above criteria must be enclosed along with Technical Bid documents failing which the bid will be liable to be rejected.**
- (c) The technical & financial bids of the bidders, unsuccessful in pre-qualification bid shall not be considered for evaluation.**

Note: The qualifying requirements data shall be enclosed with the technical bid only. The bidder who do not qualify this criterion, will be disqualified immediately and their bids will not be considered.

7 Technical Bid

The Technical Bids of those bidders will be opened, which are successful in eligibility criteria. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope

7.1. Technical bid letter in the company letter head as per Annexure-T1

7.2. Bidder Company Profile as per Annexure-T2

7.3. Bidder Project Profile as per Annexure-3 of the prominent Government Customer in India as per Annexure-T3

7.4. Proposed Methodology, Time Line, Implementation Plan, etc

7.5. Statement Deviation (if any) for Scope of Work as per Annexure-T4

7.6. Statement Deviation (if any) for Terms & Conditions as per Annexure-T5

7.7. Suggested Bill of Material, Equipment Specification, Solution Logical Architecture Drawing and Network Drawing which will be required for smooth implementation of the project .

7.8. Documents supports to the following evaluation

#	Items	Criteria	Points
(a)	Turnover of the company in Last Three Financial Year Ending on 31 st March 2013	≥ 15 Cr ≥ 10 Cr	10 07
(b)	Quality Certification	CMMI Level 5 CMMI Level 3	10 07
(c)	Bidder should have successfully implemented at least 2 MIS Software Projects (Excluding Hardware and Human Resource Supply) (Work Order of the Concerned Projects)	≥ 50 Lakhs ≥ 30 Lakhs	20 15
(d)	Bidder should have successfully implemented at least 2 (Two) Web based Software Application (Without Hardware and Human Resource Supply) for any Government Department in India costing; (Project completion certificate stating the above criteria must be submitted for consideration)	≥ 70 Lakhs ≥ 50 Lakhs	25 15
(d)	Coverage of the solutions requires customization on the module proposed for the Project	100% Coverage 80% Coverage < 80% Coverage	10 07 04

(e)	Technical Presentation		
	✓ Work Plan Approach & Methodology		
	✓ Domain Knowledge		
	✓ Understand solution's features in greater detail & application life cycle management		
	✓ Understand software solution's fit to BMSICL, requirements		
Total			100

No supporting document or printed literature shall be submitted with the Technical Bid unless specifically asked for.

8 Commercial Bid

The Commercial Bids will be opened, in the presence of Bidder's or their representatives who wish to attend the Commercial Bid opening on date and time to be communicated to all the technically qualified Bidders.

The Commercial Bids of those bidders will be opened, which are successful in Technical Bid. The following documents shall be submitted in duplicate (Original & Copy) in two separate sealed envelope.

8.1. Statement Commercial Deviation (if any) as per Annexure-C1

8.2. Price Schedule as per Annexure-C2

No supporting document or printed literature shall be submitted with the Financial Bid unless specifically asked for.

9 General Terms & Conditions

9.1 Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the 'BMSICL, and 'the Bidder'. The bidder subject to this contract has complete charge of personnel, performing the services under this project from time to time. The bidder shall be fully (jointly and severally) responsible for the services performed by them or on their behalf hereunder.

9.2 Standards of Performance

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to BMSICL.

The bidder shall always support and safeguard the legitimate interests of BMSICL, in any dealings with the third party. The bidder shall abide by all the provisions / acts / rules etc. of Information Technology prevalent in the country. The bidder shall conform to the standards laid down in RFP in totality.

9.3 Delivery and Documents

The bidder shall submit all the deliverables on due date as per the delivery schedule. The bidder shall not without the BMSICL's prior written consent disclose the contract, drawings, specifications, plan, pattern, samples to any person for "**Web Based Project Monitoring Tool & MIS System**" other than an entity employed by BMSICL for the performance of the contract. In case of termination of the contract, the entire document used by bidder in the execution of project shall become property of BMSICL.

9.4 Intellectual Property Rights

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the

BMSICL, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, BMSICL, shall be defended in the defense of any proceedings which may be brought in that connection.

9.5 Assignment

The bidder shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without the BMSICL prior written consent.

9.6 Payment Schedule

- **Serial no.1 of Annexure C2 of Price schedule:** 80% Payment will be made after successful Design, development, training and implementation of Web based Project Monitoring tool & MIS System & rest 20% will be paid after successful contract period.
- **Serial no.1 of Annexure C2 of Price schedule:** Payment will be made after satisfactory report from user department (Works Department)
- **Serial no.2 of Annexure C2 of Price schedule:** Payment will be made on Quarterly basis after satisfactory report from user department.

Timeline

The overall duration of assignment is 6 Months after development and successful implementation including pilot test of the application Timeline for milestones is given below –

- a. Submission of Customer Requirement Specification- 20 days
- b. System Study and Development- 3 Months
- c. Application Implementation, Demonstration and Training – 6 Months including pilot test
- d. Application Maintenance – 1 year after successful implementation of the application
- e. 2 Man Power Support-After Successful implementation of the application

6. Penalty Clause:

Should the Agency fails to develop and implement the Software application within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed service for each week of delay or part thereof for a period up to 20 (Twenty) weeks. After 20 weeks if agency will not be able to develop and implement the software the Award of contract will be cancelled

GENERAL TERMS AND CONDITIONS

- Before tendering, the tenderers are advised to carefully go through the Terms and Conditions of the Contract and the Tender Notice which form part of the Agreement to be entered into.

- The rates quoted shall remain valid for 3 MONTHS from the date of opening of tenders. Withdrawal of tender during the above period of three months shall entail forfeiture of the full amount of the Earnest Money Deposit.
- In the event of the tender being submitted by a firm, the tender must be signed separately and legibly by each partner or member of the firm or in their absence, the person holding the power of attorney on behalf of the firm. In the later case, the power of attorney, duly attested by a Gazetted Officer, must accompany the tender.
- Every tender must be accompanied by a Demand Draft for Rs.100000/- (**Rupees One Lakh only**) drawn in favour of Managing Director, BMSICL, Payable at Patna towards Earnest Money. This money shall not carry any interest and the money will be refunded to the unsuccessful tenderers after three months from the date of opening of the tender or within one week from the date of finalisation of the award whichever is later. EMD can be deposited by a DD from Scheduled Banks.
- Tenders without Earnest Money Deposit will not be accepted. EMD is to be paid by a DD only. Payment by any other mode except DD towards Earnest Money Deposit is not acceptable.
- Successful Tenderer has to submit a performance security of 10% of the tendered quoted value in form of Demand Draft or Bank guarantee in the format given by BMSICL
- Successful tenderers have to execute an agreement on stamp paper of Rs.1000/- as token of having accepted the rates, terms and conditions of this Contract.
- In case the Organization whose tender is accepted fails to sign the contract Bond and deposit the necessary Security deposit and arrange for Bank guarantee as required,
- within fifteen days from the date of receipt of orders to execute the contracts, the
- amount of Earnest Money already deposited by them shall be forfeited and acceptance of his tender will be withdrawn.
- If a Tenderer withdraws their offer after submission and before acceptance of their tender then the Earnest Money deposited by him is liable to be forfeited.
- BMSICL, reserves the right to accept or reject any tender in part or full at their discretion without assigning any reason.
- The offers should be in full conformity with the terms and condition of this tender. No BMSICL/Systems/02/13 counter conditions are acceptable, and incorrect and incomplete tenders will be rejected.
- Tenders not submitted on the prescribed forms will be rejected.
- If a tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, BMSICL, reserves the right to reject such tender at any stage.
- The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law in Patna

.Project Deliverables / Milestone payment Mechanism:

Project Deliverables	Timeline
----------------------	----------

<ul style="list-style-type: none"> CRS/ Detailed Design Document (Hard & Soft Copy) – 2 Nos. each within 1 month 	15 days
<ul style="list-style-type: none"> Application software on CD Media – 2 Nos. within 2 months 	6 months
<ul style="list-style-type: none"> Source code on CD Media – 2 Nos. 	6months
<ul style="list-style-type: none"> User manual (Hard Copy & Soft copy) 	6 months
<ul style="list-style-type: none"> Backup and Restoration Plan – 	6 Months
<ul style="list-style-type: none"> Software Implementation at site – 	6 Months
<ul style="list-style-type: none"> Maintenance of the System for a period of 1 year after successful installation and training 	1 Year
<ul style="list-style-type: none"> Onsite Helpdesk & Technical Support for a period of 1 years after successful implementation of the application 	1 Year

9.7 Suspension

BMSICL, may, by written notice to bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension

- ✓ Shall specify the nature of failure.
- ✓ Shall request the bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the bidder of such notice of failure.

9.8 Termination

Under this contract, BMSICL may, by written notice terminate the bidder in the following ways

- ✓ Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non adherence to time schedule.
- ✓ Termination for Convenience in whole or in part thereof, at any time BMSICL, reserves the right to elect:
 - ☐ To have any portion completed at the work order and /or the Work Order terms and prices; and /or
 - ☐ To cancel the remainder and pay to the agency an agreed amount for partially completed Services.
- ✓ Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

9.9 Taxes and Duties

The commercial proposal shall be inclusive of all taxes and duties.

9.10 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of Patna, Bihar. In case of any dispute or difference arising out of or in relation to this agreement, same will be referred to arbitration of an Arbitrator (other than the employee of the BMSICL) to be appointed by the BMSICL and whose decision shall be final and binding upon the bidder. The arbitration will be governed by Arbitration & Conciliation Act '1996.

9.11 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the Contract Agreement.

9.12 Limitations of Liabilities

- ✓ Either party will accept liability without limit. For death or personal injury caused to the order party by its negligence or the negligence of its employees acting in the course of their employment;

- ☐ Any other liability which by law either party cannot exclude.
- ☐ This does not in any way confer greater rights than what either party would otherwise have at law
- ✓ The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to BMSICL, or any other organizations
- ✓ Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to BMSICL, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective project provided that this limitation shall not apply to any obligation of bidder to indemnify to BMSICL, Government of Bihar with respect to intellectual property right infringement.
- ✓ No action regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has accrued

9.13 Progress of the Project

The bidder would be required to intimate the progress of the project to BMSICL in a frequency and manner prescribed by BMSICL, in consultation with the bidder after the award of contract.

9.14 Miscellaneous

- ✓ The end product of the work assignment carried out by the bidder, in any form, will be the sole property of BMSICL.
- ✓ In the event the bidder's company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with BMSICL, should be passed on the compliance by the new company new division in the negotiation for their transfer.

9.15 Penalty

The delivery of project is scheduled within 6 months (as per the schedule mentioned in the table below) from the date of award and removal of any glitches within the warranty period of 12 months from the date of final

implementation of **“Web Based Project Monitoring Tool and MIS System”**.

The warranty period will be of 12 months, which will start from the date of final implementation of Web Based Project Monitoring Tool & MIS System. If the project final implementation gets delayed i.e. not completed within 6 months from the date of award due to lapses on the part of the bidder, then bidder will be liable for the penalty as under:

Deduction of 0.50% of total value of the contract for per week delay. Subject to maximum deduction of 10% of the total value of the contract.

Annexure-T1 (Technical Bid Letter)

To

Dated:

The Managing Director
BMSICL,
Fifth Floor
Biscomaun Bhawan
Patna-800 015, Bihar

Sub: Request for Proposal (RFP) for selection of firm to implement Web Based Project Monitoring Tool & MIS System.

Dear Sir

1. With reference to your request of proposal document no_____ I/we, have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional and unqualified.
2. All information provided in the proposal and appendices are true and correct.
3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
4. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.

5. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/We declare that:
 - (i) I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tendering authority.
 - (ii) I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/We declare that we are not a member of any other firm submitting a proposal for this project.
9. I/We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or against our CEO or any of our Directors.
12. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP

document. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

13. The fee has been quoted by me/us after taking into consideration all the terms and conditions Stated in the RFP.

14. I/We undertake to provide Performance Security of 10% of the order value in case the contract is being awarded to us.

15. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.

16. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.

17. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Name:

Designation:

9.16 Annexure-T2 (Bidder Company Profile)

Name of the Firm/Company		
Full Address of the Company		
Year Established		
Telephone Number		
Fax Number		
E-mail Address		
Website		
Sectors' in which the company / firm has provided services to Government Departments in India		
No. of full time personnel currently under employment	Technical	
	Non-Technical	
No. of years of presence in India		
Annual Turnover	FY	Turn Over (Rs.)
	2011-12	
	2010-11	
	2009-10	
Details of Authorized Representative	Name	
	Designation	
	Mobile	
	Office	
	E-mail	

**Signature & Seal
(Authorized Signatory)**

9.17 Annexure-T3 (Bidder Project Profile)

SL#	Client Name	Project Name	Year of Completion	Project Cost (Rs.)

Copy of Work Order & Completion Certificate must be attached with this Annexure.

**Signature & Seal
(Authorized Signatory)**

9.18 Annexure-T4 (State of Deviation – Scope of Work)

Dear Madam/Sir,

Following are the deviations and variations from the Scope of Work. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

SL#	Section	Clause No.	Page No.	Statement of deviations and variations from Scope of Work

**Signature & Seal
(Authorized Signatory)**

9.19 Annexure-T5 (State of Deviation – Terms & Conditions)

Dear Madam/Sir,

Following are the deviations and variations from the Terms & Conditions. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

SL#	Section	Clause No.	Page No.	Statement of deviations and variations from Terms & Conditions

**Signature & Seal
(Authorized Signatory)**

9.20 Annexure-C1 (Commercial Deviation)

Dear Madam/Sir,

Following are the deviations and variations from the commercial. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

SL#	Section	Clause No.	Page No.	Statement of deviations and variations from Commercial

**Signature & Seal
(Authorized Signatory)**

Bid Forms:

Form 1:

Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: **date**]*

Tender No: *[insert: **name or number of Tender**]*

Contract: *[insert: **name or number of Contract**]*

To:

Managing Director,
Bihar Medical Services and Infrastructure Corporation Limited,
Patna

Dear Sir or Madam:

We refer to the Contract Agreement ("the Contract") signed on *[insert: **date**]* between you and *[insert: **name of Agency**]* ("Agency") concerning the development and implementation of *[insert: **a brief description of the Software application**]*. By this letter we, the undersigned, *[insert: **name of bank**]*, a bank (or company) organized under the laws of *insert: **country of bank*** and having its registered/principal office at *[insert: **address of bank**]*, (hereinafter, "the Bank") do hereby jointly and severally with the Agency irrevocably guarantee payment owed to you by the Agency, pursuant to the Contract, up to the sum of *[insert: **amount in numbers and words**]*. This guarantee shall be reduced or expire as per the tender clause.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Agency to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Agency to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Agency and this security may be exchanged or surrendered without in any way impairing or

affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed:

Date:

In the capacity of: *[insert: **title or other appropriate designation**]*

Common Seal of the Bank

Form – 2 Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____ [month and year purchase] and between the Bihar Medical Services And Infrastructure Corporation Limited, Patna [Name of Purchaser] on Bihar (hereinafter referred to as the 'Purchaser') and _____ [Name of Agency], having its principal place of business at _____ [address of Supplier] (hereinafter referred to as the "Supplier") on the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: **brief description of Software application and services**] and has accepted a bid by the Agency for the the development of the application and services in the sum of [insert: **contract price in words and figures**] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. It shall constitute the Contract between the Purchaser and the Agency, and each shall be read and construed as an integral part of the Contract as per the tender clause
3. In consideration of the payments to be made by the Purchaser to the Agency as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the development of the application , implementation and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the Software application and services which shall be supplied/provided by the Supplier are as under:

SL. BRIEF DESCRIPTION SOFTWARE APPLICATION

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

64 BMSICL

Signed:

In the capacity of [*insert: **title or other appropriate designation***]

In the presence of

For and on behalf of the Supplier

Signed:

In the capacity of [*insert: **title or other appropriate designation***]

In the presence of

CONTRACT AGREEMENT

Dated the [*insert: **number***] day of [*insert: **month***], [*insert: **year***]

BETWEEN

Bihar Medical Services and Infrastructure Corporation Limited, “the Purchaser”
and

[*insert: **name of Agency***], “the Agency”

Annexure-C2 (Price Schedule)

To

Dated:

The Managing Director

BMSICL,

Fifth Floor,

Biscomaun Bhawan

Patna-800001, Bihar

Sub: Financial Proposal (RFP) for selection of firm to implement Web Based Project Monitoring tool & MIS System.

Dear Madam/Sir,

We, the undersigned, offer to provide above service in accordance with your RFP. Our Financial proposal for project is given as below;

Sl#	Description	Cost (Exclusive of all taxes)	Applicable ST/ VAT / other taxes (Current Rate)	Total (Amount in Rupees)
1	Design, development, training and implementation cost of Web based Project Monitoring tool & MIS System with one yr warranty after successful implementation			
2	Software Maintenance, Support (Onsite & Online) for one year after successful implementation			
3	AMC Charges with One manpower per year after warranty period			
TOTAL				

Our financial proposal shall be binding upon us subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e. 180 (days).

We undertake in competing for and, if the award is made to us, in executing the above services, we will strongly observe the laws against fraud and corruption to force in India namely Prevention of Corruption Act 1988. We understand that you are not bound to accept any proposal you receive.

Yours faithfully,

Date:

Name:

Designation:

Last Date of Submission of Proposal

The Tender may reach the office of the undersigned on or before 3.00PM **on 25 /10/13 through** Registered post/ Courier/Speed Post in the office of **Managing Director, BMSICL, 5th floor, Biscomaun Bhawan, Gandhi Maidan Patna-1, Bihar.** Tender received after the said time would be returned unopened.

The Tender will be open on 25 /10/2013 **(3.30 pm)** at 5th floor, Biscomaun Bhawan, Bihar and the decision of the BMSICL shall be final, and no enquiries, or application for review, shall be entertained. The BMSICL reserves the right to cancel or reject any Tender /all Tender without assigning any reason at any point of time. For all enquiries the interested Company / Firm/ NGO/ Agency may contact concerned Officer DGM Inventory email on dgm-sc-bmsicl-bih@nic.in and Manger(Systems), email on sa-bmsicl-bih@nic.in **on** 0612-2219634 during office hours (9:30 AM to 6 PM) on all working days.

Managing Director

