

SI for the design, development, hosting & maintenance of BPSO Online Application Management System and maintenance of the existing Online Application Management System



Tender No.: Online application /2024/01

Date:-07/08/2024

Bihar Public Service Commission

15, Nehru Path (Bailey Road), Patna – 800 001 (BIHAR)

Website:

<https://www.bpsc.bih.nic.in/>

E-mail: bpscpat-bih@nic.in

Request for Proposal

for

**Design, Development, Hosting and Maintenance of
Online Application Management System and
Maintenance of the existing Online Application
Management System**

for

Bihar Public Service Commission

SI for the design, development, hosting & maintenance of BPSC Online Application Management System
and maintenance of the existing Online Application Management System

Disclaimer

This Notice Inviting e-Tender (NIT) contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this NIT document is to provide applicants (bidders) with information to assist the formulation of their bid application (the “application”).

Whilst the information in this NIT has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Bihar Public Service Commission (BPSC), nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the NIT, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information (‘Information’) contained in this NIT document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of BPSC is provided to applicant(s) on the terms and conditions set out in this NIT documents and any other terms and conditions subject to which such information is provided.

This NIT document is not an agreement and is not an offer or invitation by BPSC to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. BPSC reserves the right to accept or reject any or all applications without giving any reasons thereof. BPSC will not entertain any claim for expenses in relation to the preparation of NIT submissions.

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Abbreviation

Abbreviations	Descriptions
BPSC	Bihar Public Service Commission
CCTV	Closed-Circuit Television.
CMMI	Capability Maturity Model Integration
CVC	Central Vigilance Commission
DSC	Digital Signature Certificate
EMD	Earnest Money Deposit
GoB	Government of Bihar
GoI	Government of India
GST	Goods & Service Tax
LD	Liquidity Damage
LD	Liquidated Damage
LOI	Letter of Intent
NDA	Non-Disclosure Agreement
NEFT	National Electronic Funds Transfer
NIC	National Informatics Center
PAN	Permanent Account Number
PO	Purchase Order
PSU	Public Sector Undertaking
QGR	Quarterly Guarantee Revenue
RFP	Expression of Interest
TEC	Tender Evaluation Committee
TPF	Tender Processing Fee

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1. Schedule of the Bid Process

Fact Sheet		
1.	RFP No. & Date	Online application /2024/01 & Date: 07.08.2024
2.	Last date for submission of written queries for clarifications through email	13.08.2024
3.	Date and Time of pre-bid Conference Mode Address	14.08.2024 and 4:30 PM Offline BIHAR PUBLIC SERVICE COMMISSION 15, Jawahar Lal Nehru Marg (Bailey Road), Patna – 800 001 (BIHAR) Email-id- bpscpat-bih@nic.in Mobile no- 9471892960
4.	Bid validity period	180 days from the last date (deadline) for submission of proposals.
5.	Non-Refundable Tender Fee/ Cost	INR. 10,000 only (exclusive of taxes) (Rupees Ten thousand only) payable online through e-Procurement
6.	Earnest Money Deposit (EMD/Bid Security)	INR 500000 only (Rupees Five Lakhs only) through online payment in eproc2 site or Bank Guarantee from a scheduled/nationalized bank in India and payable at Patna in favour of Secretary, BIHAR PUBLIC SERVICE COMMISSION. (IFCS CODE - SBIN0000153)
7.	Last date (deadline) for submission of bids	28.08.2024, 4 :00 pm
8.	Opening of General & Technical Bids	28.08.2024, 4 :30 pm
9.	Place, Time and Date of opening of financial proposals received in response to the RFP notice	“Will be intimated later”
10.	Contact person for queries	Secretary BIHAR PUBLIC SERVICE COMMISSION 15, Jawahar Lal Nehru Marg (Bailey Road), Patna – 800 001 (BIHAR) Email-id- bpscpat-bih@nic.in Mobile no- 9471892960
11.	Addressee and address at which any supporting/original bank guarantee etc. in response to RFP notice is to be submitted:	Secretary BIHAR PUBLIC SERVICE COMMISSION 15, Jawahar Lal Nehru Marg (Bailey Road), Patna – 800 001 (BIHAR) Email-id- bpscpat-bih@nic.in

2. Introduction

2.1. Project Background

The Bihar Public Service Commission (BPSC) was established in 1949 for conducting recruitment & promotion examination on behalf of Government of Bihar. The entire recruitment process includes three phases – Preliminary Exam, Mains Exam and Personal Interview with eligibility tests. There is an existing online Application management system through which candidates can apply for the exam, download Admit Card and OMR with response, raise objection against any answer key, etc. This online Application management system also provides facility for Pre and Post examination related activities for different types of exams.

BPSC intends to select competent agency/ system integrator for designing, development, implementation, hosting (Bihar State Data Centre) and management of a new online application portal covering the complete lifecycle management of applications for various exams in order to provide additional functionalities to the candidates and other stakeholders besides maintenance of the Existing Online application System till the New System is fully functional and ready to replace the existing one with data migration from the old system.

2.2. Project Objective

The main objective of this initiative will be (but not limited to):

- Scalable, secure, robust and responsive online application lifecycle management system for candidates
- Automate the complete application process from submission, receipt and management to generation of admit cards with minimal human interaction. The portal will also publish the results and merit list for all exams indicated by BPSC.
- Enhance transparency and reliability in application submission, scrutiny and shortlisting process management and operations.
- Improve the quality-of-Service Delivery System with minimum turnaround time and minimal physical interaction with the Commission.
- Minimize workload of administrative staff members of Public Service Commission.
- Put in place electronic security and control of confidential data.
- Reduce operational time and save cost/ effort up to a significant extent.
- Prevent submission of online applications of ineligible candidates based on different criteria .
- Facilitate integration of various payment gateways and online payment mechanism
- Prepare various APIs as and when needed by the stake holder/Commission/ Departments
- Make use of AI and Data analytics tools

2.3. Summary of Scope of Work

The summarized scope of services of SI shall comprise the following:

- Requirement gathering
- System Analysis
- Design, development, implementation, hosting and maintenance of new web based online application management system covering application submission; application receipt and management, scrutiny,

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generation of admit cards and results publishing as per requirement of BPSC.

- Existing Data Migration and integration to new developed system
- Artificial Intelligence (AI) usage to automate tasks and for decision making

- **Requirement Analysis:**

Gather requirements from stakeholders and create a detailed plan.

- **Design and Development:**

Design a scalable and secure system architecture.

Choose suitable technologies for frontend and backend development (e.g., React, Node.js, Python).

- **AI Integration:**

Integrate AI models and algorithms for data matching, validation, and predictive analytics.

- **Testing:**

Conduct thorough system testing, including unit tests, integration tests, and user acceptance testing (UAT).

- **Deployment and Maintenance:**

Deploy the system and ensure regular updates and maintenance.

- Design, development, implementation of new web based online application management system covering application submission, application receipt and management, scrutiny, generation of admit cards, uploading of OMRs in candidate's dashboard with response, and raise objection to the answer key published, results publishing as per requirement of BPSC.

- One- Time Registration System:-

Unique Applicant Id: Assign each applicant a unique ID linked to their profile.

Centralized Database: store all applicants data in a centralized database.

- AI-Powered Data Matching

Profile Matching: Use AI to match new applicants with the existing database, if the applicant is previously registered, their old details should be auto filled.

Data Validation: Use AI for data validation to avoid duplicate entries and inconsistencies.

- **Automated Form Filling:**

Pre-filled Forms: Based on the applicants' previous data, pre-fill the forms. The applicant only needs to verify their details.

Document Upload and Verification: Use AI tools to verify and process uploaded documents.

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• **Fraud Detection and Security:**

- AI-Powered Fraud Detection: Use AI models to detect fraudulent activities and ensure system security.
 - Data Encryption: Encrypt all sensitive data to prevent data breaches and unauthorized access.
 - The system should generate detailed log to monitor data access/ alter/ update/ copy
-
- O&M of the solution to ensuring the uptime and resolution all critical bugs/complaint within the time frame and update the status to BPSC.
 - Incorporation of changes required in the application during the contract period.
 - Prepare a detailed exist plan and handover of all data/ written documentation/ information related to online application management system after the contract period to the incoming SI/ BPSC officials as per direction. The system should in the running state.

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3. Definitions

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

“Similar Works” shall comprise of development, implementation and management of online application management system including Admit Card generation for any State Government/ Government Department / PSU/ recruitment Commission or any reputed large organizations in India.

“Agreement” means the Agreement to be signed between the successful bidder and BPSC including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bidoffer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm having experience in development, implementation and management of online application management system .The word Bidder when used in the pre-award period shallbe synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom BPSC signs the agreement.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the SI for providing the services, in accordance with scope of work.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BPSC and eventually Govt. of Bihar of the benefits of free and open competition.

“GoB” / “Government” / “Govt. of Bihar” means the Government of Bihar.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Bihar or any other Government or regulatory authority or political subdivision of government agency. **“LOI”** means issuing of Letter of Intent shall constitute the intention of the BPSC to place the PurchaseOrder with the successful bidder.

“Material Breach” means a breach by either Party (Client or Bidder) of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project which such Party shall have failed to cure.

“Parties” means Client and Bidder for the purposes of this Agreement and **“Party”** shall be interpreted accordingly.

“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“System Integrator/ Vendor/ SI” means the selected organization/ agency through this bidding process who will provide the services under the Agreement.

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“Requirements” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“Termination Notice” means the written notice of termination of the Agreement issued by BPSC.

“Service Level” Means the level of service and other performance criteria which will apply to the Services delivered by the bidder.

“SLA” means the Performance and Maintenance SLA executed as part of the Master Service Agreement.

“Services” means the work to be performed by the SI including the supply of related accessories, customization, training, technical support, and other services necessary for proper operation of the intended equipment to be provided by the SI and as specified in the Contract.

“Availability” shall mean the time for which the services and facilities offered by the Bidder are available for conducting operations. Availability is defined as:

$$\{(\text{Scheduled Operation Time} - \text{System Downtime}) / (\text{Scheduled Operation Time})\} * 100\%$$

“Go-Live” means the date of commencement of Operations after the successful completion of acceptance of the overall solution by the BPSC.

“Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. Further, scheduled maintenance time is planned downtime with the prior permission of BPSC.

“Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications within the BPSC shall be 24X7X365.

“System or Application downtime” means accumulated time during which the System is totally inoperable within the Scheduled Operation time but outside the scheduled maintenance time and measured from the time a call is logged with the SI team of the failure or the failure is known to the from the availability measurement tools to the time when the System is returned to proper operation.

“Incident” refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the proposed system.

“The O&M Support” shall mean the 24x7 based support which shall handle Fault reporting, Trouble Ticketing, Service ticketing and related enquiries during this contract.

“Resolution Time” shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting, and fixing) or escalating (to the second level or to respective Bidders, getting the confirmatory details about the same from the SI and conveying the same to the end user), the services related troubles during the first level escalation.

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4. Instructions to the Bidders

a) General Instructions

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, all information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BPSC on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BPSC. Any notification of preferred Bidder status by the BPSC shall not give rise to any enforceable rights by the Bidder. The BPSC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BPSC without giving any reason.

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

b) e-Procurement 2.0 Process related instructions.

Submission of Proposals/ bids consequent to the issuance of this RFP shall be through electronic mode only.

1. The Bidder shall submit the bid/ tender on e-Procurement 2.0 platform of Government of Bihar at <https://eproc2.bihar.gov.in>.
2. The Bidder must have the Class III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The Bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get themselves registered on e-procurement website <https://eproc2.bihar.gov.in> for submission of their bids online. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement 2.0 platform.
3. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online formats given in e-Procurement 2.0 website. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement 2.0 web site. The Bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The Bidder shall attach and upload all the required documents for the specific tender during the bid submission stage as per the tender notice and RFP/ bid document.
4. All the required documents should be attached at the proper place as required/ mentioned in the e-forms otherwise the Bidder is liable to get rejected.

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5. Cost of BOQ/ Form Fee and Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only as per the options provided online in the e- Procurement portal.
6. “Earnest Money Deposit (EMD)” can be paid either through online mode, as mentioned above, or manual mode (BG). In case of manual mode of payment of EMD, the original hardcopy of the EMD i.e., BG that should be submitted in the tendering authority office within the next working day after tender closing date.
7. The tender opening will be done online only.
8. Any corrigendum or date extension notice will be given on the e-Procurement website only and it is the responsibility of the bidder to regularly check the same for any updates.
9. For support related to e-tendering process, Bidders may contact at mentioned below:

Toll Free No. 1800 572 6571,

Email Id: - eproc2support@bihar.gov.in

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

c) Bid Documents

Bidder is expected to examine all instructions, forms, terms and requirements in the bid document. Failure to furnish all information required by the bid document or submit a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid. The bids should be submitted in two parts as mentioned hereunder on or before last date and time of submission mentioned in this RFP or through any corrigendum.

- Technical Bid
- Financial Bid

Bidders should enclose with their offer's full details of all the services offered and descriptive literature supplementing the description and point out any special feature of the services. All documentation is required to be in English. Bidders are advised to upload only relevant literature showcasing compliance to the RFP specification and not upload general literature.

d) Completeness of Response

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully before submission of their bids against this RFP. Submission of the

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bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

II. Failure to comply with the requirements of this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

- (a) Include all documentation specified in this RFP, if any;
- (b) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
- (c) Comply with all requirements as set out within this RFP.

e) Pre-bid Conference (PBC) & Clarifications

BPSC may hold a pre-bid meeting with the prospective Bidders offline at the office of BPSC, Patna. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Nodal officer as per the schedule of bids by email (bpsepat-bih@nic.in) only in editable excel format.

The pre-bid responses will be transmitted to the Bidders who attended the pre-bid meeting through appropriate means. Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder. The queries should necessarily be submitted in the following format in editable excels.

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

BPSC shall not be responsible for ensuring that the Bidders' queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BPSC. Only one representative from one bidding entity shall be allowed to participate in the pre-bid meeting at BPSC.

f) Responses to Pre-Bid Queries and Issue of Corrigendum:

Tenderer reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, tender doesn't find any merit in the query/ queries. The corrigendum shall be uploaded on the website <https://eproc2.bihar.gov.in> .

BPSC will endeavor to provide timely response to all queries. However, BPSC makes no representation or warranty as to the completeness or accuracy of any response; nor does BPSC undertake to answer all the queries that have been posed by the Bidders.

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At any time prior to the last date for receipt of bids, BPSC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all Bidders will be posted on the website <https://eproc2.bihar.gov.in>.

Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BPSC may, at its discretion, may extend the last date for the receipt of Proposals.

g) Bid security i.e., Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Bids, EMD of INR 500000/- (Five Lakhs only), in the form of a Bank Guarantee, online, as mentioned earlier in this RFP or in the form of a Bank Guarantee (in the format specified in Annexure-VIII issued by any nationalized/ scheduled commercial bank in favor “Secretary BPSC”, payable at Patna and should be valid for 6 months from the date of submission of technical bid response.) No interest shall be payable on Bid Security under any circumstance.
- b. EMD of all unsuccessful Bidders would be refunded by BPSC after the Bidder is notified as being unsuccessful in the bidding/ bid evaluation stage. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IX and execution of contract with BPSC.
- c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity or any extension thereof.
 - ii. If bidder has resorted to unlawful practice during the bidding stage.
 - iii. If bidder has submitted bids with misleading/ wrong data.
 - iv. If bidder has submitted bids with misleading/ wrong data

h) RFP/Tender Document Fees

- a) Bidder needs to pay a non-refundable amount for the RFP document, an amount of INR 10,000/- (INR Ten thousand) (excluding taxes) online, during the bid submission stage. Viewing the RFP document is free.
- b) RFP document fees should be paid online through e-payment mode i.e., NEFT/RTGS/ Credit Card/ Debit Card on <https://eproc2.bihar.gov.in> . Proposals received without or with inadequate RFP Document fees shall be rejected.

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i) **Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its Bid and BPSC shall in no event be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

j) **Right to Terminate the Process**

(a) BPSC may terminate the RFP process at any time and without assigning any reason. BPSC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

(b) This RFP does not constitute an offer by BPSC. The Bidder's participation in this process may result BPSC selecting the Bidder to engage towards execution of the contract.

k) **Authentication of Bids**

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

l) **Bid Validity**

All bids should remain valid for a period of 180 days (i.e. 6 months) from the Last date (deadline) for submission of bids and BPSC reserves the right to reject a bid valid shorter than 6 months considering as non-responsive without any correspondence.

In special circumstances, BPSC may solicit extension of the period of validity from a Bidder. 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 sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

m) **Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English.

n) **Handwritten documents, Erasures or Alterations**

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as "OK", "Noted", "as given in brochure/manual" is not acceptable and may lead to the dis-qualification of the Bid.

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o) Fraud and corruption

BPSC require that Bidder must observe the highest standards of ethics during the entire process of tendering and during execution of the contract. In pursuance of this policy, The BPSC defines, for the purpose of this provision, the terms set forth as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Commission in contract executions.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to Commission, and includes collusive practice among Bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive The BPSC of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which is given by the BPSC in this Tender.
- (d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

The BPSC shall reject the Bid proposal for award of contract, if it determines that the Bidder recommended for award, has been found to have been engaged in corrupt, fraudulent or unfair trade practices. Once the contract is signed and if it is noticed that the SI has indulged into the Corrupt / Fraudulent / Unfair / Coercive practices, it will be a sufficient ground for BPSC for termination of the contract and initiate blacklisting of the Bidder.

p) Tender Opening

The Proposals submitted before the last date and time of submission will be opened as per the schedule of bid process mentioned in the data sheet of this RFP or notified by a corrigendum through the e-proc site.

q) Rejection criteria

Besides other conditions and terms highlighted in RFP/Tender Document, bids may be rejected under following circumstances also:

4.17.1 General rejection criteria

Conditional Bids.

- ii If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage / time during the Tendering Process.
- iii Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
- iv Bids without signature of person (s) duly authorized on required pages of the bid;

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- v Bids without power of attorney/ board resolution.

4.17.2 Pre-Qualification rejection criteria

- i Bidders not complying with the Eligibility Criteria given in this Tender
- ii Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by BPSC is not adequately addressed and complied by the Bidder.

4.17.3 Technical rejection criteria

- i Technical Bid containing commercial details.
- ii Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- iv Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder;
- v The Bidder not confirming unconditional acceptance of complete responsibility towards providing services in accordance with the Scope of work and Service Level Agreements of this tender

4.17.4 Commercial Rejection Criteria i

Incomplete Price Bid.

- ii Price Bids that do not conform to the Tender's price bid format.
- iii If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

r) Clarifications

If deemed necessary, BPSC may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or price quoted. BPSC may, if so desire, ask the Bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the Bidders.

s) Preliminary Examination

- i. BPSC will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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- ii. A bid determined as not substantially responsive will be rejected by BPSC and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- iii. BPSC may, if necessary, waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking/status of any Bidder.

t) *Joint Venture, Consortium or Association*

Joint Venture, Consortium or associations of companies is not allowed under this RFP.

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5. Special Terms and Conditions of the Tender

5.1 Liquidated Damage (LD)

Subject to clause for Force Majeure if the selected Bidder fails to complete the project as per the timeline mentioned in the RFP or any extended date mutually agreed between BPSC & the selected bidder:

- Service Provider repudiates the contract before completion of the work, BPSC at its discretion may, without prejudice to any other right or available remedy, recover 20% of the total contract value by invoke the termination clause. LD will be addition to any other penalty applicable during the contract period.
- In the case of termination of contract of the Service Provider for whatsoever reason, BPSC shall give 30 days' notice to the Service Provider of its intention to terminate the contract and shall so terminate the contract unless during the 30 days' notice period the vendor initiates remedial action acceptable to BPSC.
- BPSC may without prejudice to its right to affect recovery by any other method deduct the amount of liquidated damages from any money belonging to the vendor in its hands(which includes the BPSC right to claim such amount against vendor's Performance Bank Guarantee or which may become due to the vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

5.2 Penalty

It should be noted that suitable penalty, mentioned under 'Penalties' clause of this RFP would be charged to the System Integrator in case of delay from their end.

5.3 Patents & Copyright

If a third-party claim that a solution delivered by the SI to BPSC under this project, infringes that party's patent or copyright, the SI shall defend BPSC against that claim at SI's expense and pay all costs, damages, and attorney's fees till the time a court finally awards or that are included in a settlement approved by the Vendor.

5.4 Governing Laws

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Patna shall have exclusive jurisdiction in all matters arising under the contract. The Vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Vendor shall at their own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law. These will be Vendor's entire obligation regarding any claim of infringement.

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5.5 Termination for Default

BPSC may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the Service Provider, terminate the order in whole or in part. If the System Integrator materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by BPSC in writing and fails to rectify its failure, within a period of thirty days or period mentioned in the notice or extension thereof, after receipt of default notice from BPSC. If the project delivery as well as support is not carried out as per terms of the contract, BPSC will invoke the PBG submitted by the SI. In such cases next responsive Bidder will be asked to perform the assignment for remaining period of contract at the L1 price that was discovered through this tendering process and so on.

5.6 Bankruptcy

If the Vendor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, BPSC shall be at liberty to terminate the engagement forthwith without any notice in writing to the SI or to the liquidator or receiver or to any person in whom the SI may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by BPSC.

5.7 Signing of Non-Disclosure Agreement (NDA)

The SI has to sign a non-disclosure agreement with BPSC as per the format approved by BPSC after signing of the contract. The SI has to ensure that no data in any form concerning the project or its outcome will be shared /supplied /sold to any third party/ individual by the SI without a prior written approval from BPSC and the SI will be liable under relevant clauses of Information Technology Act 2000 and Information Technology (Amendment) Act 2008 for any breach of this clause.

5.8 Performance Security or Performance Bank Guarantee (PBG)

- The successful bidder shall, within fourteen (14) days of the notification of award, provide a Performance Security in the form of a Bank Guarantee (BG), amounting to 3% of the contract value for the entire contract period as its commitment to perform services under the contract. The bidder has to submit a BG as per the format mentioned in Annexure -XI: Performance Bank Guarantee Format.
- Failure to comply with the requirements as per the contract shall constitute sufficient grounds for the forfeiture of the bid Security. The Performance Security shall be released after 90 days of expiry of contract or any extensions thereof provided there is no breach of contract on the part of the bidder. No interest will be paid on the Performance Security.

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- BPSC reserves the rights to validate the authenticity of the payment for Performance Security before signing of the contract. In case of any discrepancies, the successful bidder will be asked to resubmit the BG within the stipulated time.

5.9 Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Purchaser under the subsequent Agreement.

5.10 Force Majeure

- The selected Vendor, those who will be selected through proper tendering route, shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not foreseeable mentioned as blow-
 - a) War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
 - b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
 - c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
 - d) Strike, sabotage, lockout, lockdown, embargo, import restriction, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, pandemics, quarantine and plague.
 - e) Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.
- If a Force Majeure situation arises, the concerned vendor shall promptly notify the BPSC in writing of such condition and the cause thereof. Unless otherwise directed by the BPSC in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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5.11 Intellectual Property Rights (IPR)

All intellectual property rights for the work performed under this RFP shall lie with BPSC for its exclusive use. This clause is applicable to all data & Software solutions in any form or format designed and developed for BPSC under this RFP by the SI.

- i. During the roll out phase, the responsibility to maintain the IPR would lie with the SI.
- ii. The IPR of the application shall vest with BPSC, as soon as the system is accepted by BPSC. A copy of the updated source code shall be kept in the custody of BPSC monthly, with proper version control.
- iii. SI cannot use the application developed for this project, whether in part or in full, for any other purpose.
- iv. The SI shall not use any data for any other purpose during and after the term of contract.
- v. In Case, the bidder uses any self-owned existing software or software components for this project, the source code for the same needs to be submitted to the BPSC on project completion.
- vi. The SI shall hand over the complete Online Application management System in running condition with all source codes/ databases/ proper written documentations to the incoming SI/ BPSC Officials as per need and direction.

5.12 Data Privacy

The selected SI has to adhere all data privacy and related legal provisions as per the IT Act 2008, its amendment and other Government regulations from time to time. The selected bidder has to sign a non-disclosure agreement with BPSC after signing of contract as per the format approved by BPSC. Any breach / leakage of information would be treated as offence and necessary action would be taken against the SI and in that case the contract may be terminated with immediate effect.

5.13 Exit Management

- Knowledge Transfer is an integral part of the scope of work of the Agency. This will have to be done even in case the Contract with Agency ends or is terminated before the contract period.
- Exit Management Plan shall be presented by the Agency to BPSC and to be approved by BPSC.
- The Agency shall ensure the following support during the exit management:
 - Handover of the existing application in running condition with proper documentation.
 - Overlapping period of two months for smooth running of the operations with the new Agency or with BPSC and provide sufficient training to them.
 - At the end of the Contract period, the Agency will be required to provide necessary handholding and transition support to the designated staff of BPSC or any other Agency that is selected for maintaining the system. The handholding support will include (but not be limited to),
 - a) Conducting detailed walkthrough/ handing over all relevant documentation, addressing the queries/ clarifications of the new agency/ BPSC officials with respect to the working/ performance levels of the system, conducting training sessions etc.

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- b) Providing information related to the current services/ applications/ softwares/ hardwares rendered to the Commission in written document form as well as oral form.
- c) All current and updated data as is reasonably required for purposes of BPSC transitioning the services to its replacement agency in a readily available format.

5.14 Indemnity & Limitation of Liability

a) Clause 1:

The selected vendor for each exam (the "Indemnifying Party") undertakes to indemnify BPSC (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, Board or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under the Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third-party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or patents incorporated in India of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by

(a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing. The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

b) Clause 2:

The indemnities set out shall be subject to the following conditions:

- i.) The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise.
- ii.) The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence; and such cost borne by the indemnified party shall be deducted from the payment due to the Indemnifying party.

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- iii.) If the Indemnifying Party does not assume full control over the defence of a claim as provided in this Article, the Indemnifying Party may participate in such defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
- iv.) The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- v.) All settlements of claims subject to indemnification under this Clause will:
 - a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement.
- vi.) The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- vii.) The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- viii.) In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- ix.) if a Party makes a claim under the indemnity set out above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- x.) The liability of the vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to the Agreement, including delivery of Services covered by the Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total contract value. The liability cap given under limitation of liability clause shall not be applicable to the indemnification obligations set out here.
- xi.) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set forth in this section) even if it has been advised of their possible existence.
- xii.) The allocations of liability in this Section represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be

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recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

5.15 Arbitration

- BPSC and the selected agency shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Agreement.
- If, after thirty (30) days from the commencement of such informal negotiations, Any and all disputes, controversies and conflicts (“Disputes”) arising out of this Agreement between the parties or arising out of or relating to or in connection with this Agreement or the performance or non- performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation shall resolve or settle amicably through mutual negotiation and discussions, if the dispute/disputes is not settled amicably then in that case it shall be finally decided by reference to Bihar Arbitration Tribunal in accordance with Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008, Rules framed there under or procedure prescribed by the Bihar Arbitral Tribunal. The award of Bihar Arbitral Tribunal shall be final and binding on the parties. It is further clarified in case any dispute/s is/are not come in the preview of “Work Contract” defines under the Section 2 (k) of the public Works Contracts Dispute Arbitration Tribunal Act, 2008, then in that case same shall be governed as per provisions of Arbitration and conciliation Act, 1996 and shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. The place of arbitration shall be Patna and the language used in the arbitral proceedings shall be English. The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction and sole arbitrator shall be appointed by the Secretary, BPSC

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6. Evaluation Criteria

6.1 Pre-Qualification Criteria

#	Basic Requirement	Eligibility Criteria	Document Proof
1.	Annual Sales Turnover	The bidder should have average annual turnover of more than Rs. 25 crores for last 3 financial years (i.e., 2020-21, 2021-22, and 2022-2023) from software development/e-governance and IT related projects.	A certificate indicating the annual turnover for last three financial years from relevant business and Certificate and the net worth for the specified year from the Chartered Accountant (CA) on their letter head. The certificate must contain UDIN number.
2.	Organization's profitability	The Bidder must have positive net worth for last 3 financial years (i.e., 2020-21, 2021-22, and 2022-2023)	A declaration from bidder on the letter head that confirming average annual turnover as per format mentioned in Annexure-III of this document.
3	Project Experience (1)	The Bidder must have successfully completed/ongoing projects related to development, implementation, and management of any e-governance project for any Central /State Government Body /Public Sector Unit (PSU)/ University/Staff Selection Commissions/ School Examination Board/ Public Service Commission in India, during the last 10 years (as on 31.03.2023): One project of similar nature costing not less than INR 1.0 Crores OR	Work Order or Purchase Order (PO) or 'Letter of Intent (LoI) and Agreement, Contract document and Work Completion Certificates and client certificate justifying project value and scope of work mentioned in the criteria. BPS may check the authenticity of the documents provided by the Bidder.

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		Two projects of similar nature costing not less than INR 50 lakhs OR Three projects of similar nature costing not less than INR 25 lakhs each	
4.	Project Experience (2)	The Bidder must have successfully completed/ongoing projects related to development, implementation, and management of Online Application Management System and should be handling Online Applications management System related to Examination Management during the last 10 years for any Central /State Government Recruitment Body /Public Sector Unit (PSU)/ University/Staff Selection Commissions/ School Examination Board/ Public Service Commission in India, during the last 10 years (as on 31.03.2023):	Work Order or Purchase Order (PO) or 'Letter of Intent (LoI) and Agreement, Contract document and Work Completion Certificates and client certificate justifying project value and scope of work (online applications management system related to examination management) mentioned in the criteria. BPS may check the authenticity of the documents provided by the Bidder.
5.	Certifications	The Bidder should have a CMMi Level 3 OR certification for Service and / or Development The Bidder should have a valid ISO27001.	Copy of the certificate(s) signed and stamped by the authorized signatory of the Bidder
6.	Legal Entity	<ul style="list-style-type: none"> • Bidder should be a Company (incorporated in India under the Companies Act 1956/2013). • The Bidder should be into the business of software application development for the last ten (10) years at the end of 31st March 2023. 	<ul style="list-style-type: none"> • Certificates of incorporation for Company registered in India under the Companies Act 1956/2013. • Certificate from Chartered Accountant for the business of e- Governance application development for last 05 years
7.	Consortium	<ul style="list-style-type: none"> • Consortium is NOT ALLOWED 	<ul style="list-style-type: none"> • Affidavit on NOTARY STAMP of Rs 100 in the mentioning the same.

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8.	Other legal documents	<ul style="list-style-type: none"> ● TAN Certificate ● GST Certificate with Compliance last 3 Financial year (i.e., 2020-21, 2021-22, and 2022-2023) ● Income Tax Return Last 3 years (i.e., 2020-21, 2021-22, and 2022-2023) ● Copy of PAN 	Copy of the valid documents with clear evidence.
9.	Blacklisting	The Bidder must not have been barred/ banned / blacklisted for any reason, or, their contracts should not have been terminated for performance reasons, by any Government/ PSU/PSC entity in India as on last date of submission of the Bid	A self-declaration on affidavit (as per Annexure V. In case it is found after issuing Work Order that the concerned organization is blacklisted by any Government / Public/ PSC entity, the work order/ contract will be cancelled with immediate effect along with invoking of Performance security and other measures as deemed appropriate by BPSC.
10.	Power of Attorney	The bidder should submit the Power of Attorney of Authorization for signing the bid in Non-Judicial Stamp Paper.	Scanned copy of Power of Attorney needs to be uploaded (as per Annexure-VI).
11.	Infringement of Copyrights and malicious code	The Bidder should necessarily furnish a declaration that the items/ software (both Online application being offered as part of the contract does not and will not infringe the rights of any copyright-protected material and will also not contain any kind of malicious code.	An affidavit by an authorized signatory of the Bidder (as per Annexure-XI).
13.	Employee Strength	The Bidder must have at least 50 IT Professionals (BCA/B. E/B. Tech/MCA) on its payroll as on bid submission date.	<ol style="list-style-type: none"> 1. An affidavit by authorized signatory on NOTARY STAMP of Rs. 1000 by the Bidder on employee strength. 2. Attested CV of the Onsite manpower should be uploaded on the eproc2 portal under Manpower section. 3. Once the IT manpower is deployed at the Commission's Office, they will have to submit their certified resume along Identity Card. If they fail to produce the required documents within a week of deployment, the selected SI will have to immediately replace the defaulting resource person.

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Note:

- In absence of any of the above, the bid will be treated as non-responsive and hence shall be rejected.
- **Once the selected resources are deployed onsite they must possess and produce before the BPSC officials:**
 - a) The original ID card issued by the SI.
 - b) Joining letter issued by the SI
 - c) Experience letter issued by the competent authority of SI.
 - d) Salary slip to be submitted by the resource deployed onsite on monthly basis.
 - e) Resume certified by the SI.

6.2 Technical Evaluation

The Tender Evaluation Committee (TEC) will carry out the evaluation of proposals on the basis of the following evaluation criteria and marks/ points /score will be given by TEC. Each evaluated proposal will be given a technical score as mentioned below. All the documents of the Bidder shall be verified/evaluated by TEC. The maximum points/ marks to be given under each of the evaluation criteria are mentioned in the Tables below:

#	Technical Evaluation Criteria	Description	Max Marks
A	Past experience of the bidder		60
1.	Average Annual Turnover in last three financial years (i.e., 2020-21, 2021-22, and 2022-2023)	<ul style="list-style-type: none"> • 25 Cr to <= 50 Cr = 4 Marks • >50Cr =8 Marks 	8
2	CMMI Level Certification	<ul style="list-style-type: none"> • CMMI Level 3 = 5 Marks • > CMMI Level 3 = 10Marks 	10
3.	Project Experience	<p>The Bidder must have successfully completed/ongoing projects related to development, implementation, and management of any e-governance project for any Central /State Government Body /Public Sector Unit (PSU)/ University/ Staff Selection Commissions/ School Examination Board/ Public Service Commission in India, during the last 10 years (as on 31.03.2023);,</p> <p>1-5 project = 5 marks >5 project= 10 marks</p>	10

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#	Technical Evaluation Criteria	Description	Max Marks
4.	Project Experience – Online Application Management System related to Examination Management	<p>The bidder should have experience in design, development and maintaining online Application system related to examination management system last 10 financial years (as on 31.03.2023) covering online application submission and receipt, generation and downloading of admit cards:</p> <ul style="list-style-type: none"> • 1-3 Project = 05 Marks • 4-8 Project = 10 Marks • >8 Projects=15 Marks 	15
5.	Project Experience – AI Based e-governance project	<p>The Bidder should have designed, developed, AI based project for security, data analysis in the last 5 financial years (as on 31.03.2023).</p> <ul style="list-style-type: none"> • 1-2 AI Based project = 5 Marks • >2 AI Based project – 10 Marks 	10
6.	Employee Strength	<p>Overall regular staff strength with experience on firm's payroll as on date of bid submission.</p> <ul style="list-style-type: none"> • = 50 to < 100 employees = 5 Marks • >=100 = 7 Marks 	7

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#	Technical Evaluation Criteria	Description	Max Marks
B	Proposed Resources (Phase-3)		40
1	Project Manager (1)	<ul style="list-style-type: none"> • Must be B.E./ B.Tech./MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) • PMP/Prince2 certified – 2 marks • Minimum 10 years of relevant experience in IT related ProjectManagement <ul style="list-style-type: none"> ○ >=5 and <8 years: 2 mark ○ >=8 and <10 years: 3 marks ○ >=10 years: 5 marks 	7
2	Sr. Software Developer (1)	<ul style="list-style-type: none"> • B. Tech/B. E./MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) • Minimum 8 years of relevant Experience in software development • Minimum 8 years' Experience in ASP Dot Net/ ASP Dot Net Core (Dot Net 4.5), MVC4, C# Programming Language, JQuery/ Java Script, IIS application deployment, API development - 7 Marks <p>Minimum 3 years experience in any (latest programming language) latest technologies. 3 marks</p> <p>** latest programming language Certificate required to attach</p> <ul style="list-style-type: none"> • In any Programming Languages: <ul style="list-style-type: none"> • Proficiency in languages like Java, Python, Kotlin, (Node.js), Ruby, or PHP. • git & github • agile practices 	10

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3	AI Developer	<ul style="list-style-type: none"> • B. Tech/B. E/MCA in computer science / IT from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) • Valid Certificate related to AI / ML– 2 marks • Minimum 2 years of relevant Experience in AI Development (proven track record with AI/ ML frameworks & libraries such as Tensor Flow, PyTorch and Scikit-learn) • Experience in Developing and deploying AI Models in real world application <ul style="list-style-type: none"> ○ ≥ 2 and < 3 years = 5mark ○ ≥ 3 and < 5 years = 8marks 	10
3	Database Admin (1)	<ul style="list-style-type: none"> • B. Tech/B. E/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) • Minimum 5 years of relevant Experience in database design and implementation • Experience in any DB <ul style="list-style-type: none"> ○ ≥ 2 and < 4 years = 1 mark ○ ≥ 5 and < 8 years = 2 marks ○ ≥ 8 years = 4 marks 	4
4	Software Tester (1)	<ul style="list-style-type: none"> • BE/B.Tech/MCA • Minimum 5 years of relevant experience in the area of testing (Security, Input- output, Flow) <ul style="list-style-type: none"> ○ ≥ 3 and < 5 years = 1 mark ○ ≥ 5 and < 7 years = 2 marks ○ ≥ 7 years = 4 marks 	4
5	Jr. Developer cum Designer(1)	<ul style="list-style-type: none"> • BE/B.Tech/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) • Experience in ASP Dot Net/ ASP Dot Net Core (Dot Net 4.5), MVC4, C# Programming Language, JQuery/ Java Script, IIS application deployment, API development, etc. • Minimum 2 years of relevant experience in software development <ul style="list-style-type: none"> ○ ≥ 2 and < 5 years = 2 mark ○ ≥ 5 years = 5 marks 	5

Note:

- **To qualify the technical evaluation, the Bidder must score a minimum of 60 marks.**

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6.3 Selection Methodology

- The tender evaluation committee will evaluate each of the bids on the basis of Technical Evaluation criteria. At the stage of technical evaluation, evaluation committee will assign points (quality of services score) to the pre-qualified bidders based on the technical evaluation criterion mentioned in this RFP.
- The commercial bid of the technically qualified bidders will then be opened and reviewed to determine whether the commercial bids are substantially responsive in respect of commercial considerations and who has offered the lowest evaluated bid price. **Lowest Quoting Bidder will be selected as L1 bidder.**
- If two or more bidders quoting the same price in the financial proposal, then the bidder with highest technical score will be selected as the successful bidder.
- If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- If L1 bidder fails to accept the assignment, then the next responsive bidders will be offered the contract at L1 price and so on.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- Prices quoted in the Bid must be firm and final and shall not be subject to any modifications, on any account whatsoever except applicable tax rates. The Bid Prices shall be indicated in Indian Rupees (INR) only
- For Additional information/ clarification (if reqd.), BPSC reserves the right to ask for any additional information. Bidders that fail to submit additional information or clarification as sought by evaluation committee within a duration specified in the letter / timelines mentioned in the e- Procurement portal requesting for such additional information and/or clarification from BPSC, their bids will be evaluated based on the information furnished along with the bid proposal and if found unsatisfactory, the bid is liable to be rejected.

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7. **Scope of Work**

7.1 Introduction

The Bihar Public Service Commission wants to select a System Integrator to Design, Develop, Host and Maintain New Online Application Management System and Maintain the existing online application management system. It makes use of latest version of programming language as well as new current technological meet. Existing Online Application Management system includes Active MQ-Mailing/ Messaging system and Queue generation, JQuery/ Java Script, IIS Application servers. It is expected from the selected SI to design, develop host and maintain New OAMS (Online Application Management System) having latest/upgraded software/ Technology which is in use nowadays besides operation and maintenance of the existing system till the need arises.

The Selected SI should design, develop, host & maintain AI based online application management system to enhance feature for data analysis, more user friend, One Time Registration facility, centralized database and also establish an IT – PMU [Project Management Unit] for 5 years to maintain the said work and accelerate the multiple IT initiatives to bring cutting-edge technology at Bihar Public Service Commission (BPSC).

The major activities are not limited (additional requirement may be introduced later and CR/change request will not be entertained) to the below: -

1. Design, Develop, Host and Maintain Online Application Management System (OAMS), incorporating suggested changes (deployment of new added features) and which makes use of latest software technology besides maintenance of the existing system till the need arises or as per direction.
2. Design and development of AI based online application management system with modules OTR, Data Analysis , facial recognition.

7.2 Scope of Work of System Integrator

BPSC intend to hire a System Integrator to provide the development and Maintenance of the AI based Online Application Management System also establish a IT – PMU [Project Management Unit] for 5 years for BPSC and Implementation of Various e-Government initiatives for BPSC.

e-Government initiatives for BPSC are: -

- Design , Development, Hosting and maintenance of the Online Application Management System (OAMS) at State data Centre, Bihar, which makes use of latest software technology.

One-time Registration

- **User Registration Interface:** Develop a user-friendly web interface for candidates to register.
- **Data Collection:** Capture candidate details including personal information, educational background, and contact details.
- **Unique ID Generation:** Generate a unique identification number for each registered candidate.
- **Email and SMS Verification:** Implement email and SMS verification to authenticate candidate identities.
- **Data Encryption:** Ensure all collected data is encrypted to protect candidate information.

2. AI-based Online Application

- **AI Integration:** Implement AI algorithms to streamline the application process.
- **Form Autofill:** Use AI to autofill forms based on previously entered data, reducing the need for repetitive entries.
- **Document Verification:** Utilize AI to verify uploaded documents such as educational certificates and ID proofs.
- **Real-time Feedback:** Provide real-time feedback and assistance to candidates while filling out the application.

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- **Error Detection:** Implement AI to detect and alert candidates of any errors or inconsistencies in their application.

3. Security of Database

- **Data Encryption:** Use robust encryption techniques for data at rest and in transit.
- **Access Control:** Implement strict access control mechanisms to restrict database access to authorized personnel only.
- **Regular Audits:** Conduct regular security audits and vulnerability assessments of the database.
- **Backup and Recovery:** Establish a comprehensive backup and recovery plan to safeguard data against loss or corruption.
- **Intrusion Detection System (IDS):** Deploy an IDS to monitor and alert on any suspicious activities or potential security breaches.

4. Image Comparison for Unknown Candidate Identification

- **Facial Recognition Technology:** Implement advanced facial recognition technology to compare candidate photos.
- **Real-time Matching:** Ensure the system can perform real-time matching of candidate images with stored records.
- **Alert Mechanism:** Develop an alert mechanism to notify authorities if an unknown candidate is detected.
- **Accuracy and Precision:** Use high-accuracy algorithms to minimize false positives and negatives.
- **Privacy Compliance:** Ensure the facial recognition system complies with privacy laws and regulations to protect candidate data.

7.3 Phase wise Scope of work of the System Integrator

Scope of work of the System Integrator will be divided in 2 phases mentioned as below:

- 7.3.1 Phase 1: Design, development and deployment of new online application management system which makes use of latest software technology
- 7.3.2 Phase 2: - Establishment of IT – PMU [Project Management Unit] for 5 years

7.3.1 Phase 1:- Development and maintenance of the existing Online Application Management System (OAMS)

7.3.1.1 Application Overview:

The BPSC has already implemented an online Application management system in which Pre and Post examination activities which includes admit card generation and downloading, OMR uploading in candidate's dashboard with response, raise Objection Module on published answer key from candidate's dashboard, feedback facility in dashboard, marks display facility in dashboard, One time registration system, Interview panel creation, payment gateway integration, inviting objections on answer keys, portal for grievance submission, for different types of exams patterns (Direct Interview, Written + Interview, PT + Main + Interview) are done. It may be depicted as under:

7.3.1.2 Functionality of the Application

SN	Functions	Details Functionality of BPSC Application
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1	Exam Creation	<p>Application should have provision to create or define level of examination to be conducted for particular recruitment or vacancy.</p> <p>Example: -</p> <ul style="list-style-type: none"> • Level1: Only Interview, • Level2: Written and Interview, • Level3: PT, Mains, Interview.
2	Application Management	<p>Application Form Management:</p> <p>System will allow back-office users to search & view the submitted application form.</p> <ul style="list-style-type: none"> • The search result can be exported to excel. • Search list can be filtered. • The user can search submitted applications <ul style="list-style-type: none"> ○ Date wise, ○ Advertisement No wise, ○ Post wise, ○ Exam Type wise. <p>It can be downloaded in excel format. It can be filtered in the grid.</p>
3	Registration	<p>Provision for Registration in Online Application Management System:</p> <p>Provision for Registration in Online Application Management System:</p> <ul style="list-style-type: none"> • Option for One time online Registration Process. • Registration Verification Process through Artificial Intelligence engineering (facial recognition). • Use of AI to extract information from uploaded documents and automatically fill in application forms whenever required to register to apply for the published vacancies. • AI use to validate data entities in real time, reducing errors and ensuring completeness. • Registration form is available for new examinations. • Basic details are captured on the registration form which will be viewed in the application form. • Registration verification process is available through OTP and email. • Provision for modification in registration data during a given time period by BPSC • Provision for cancellation and re-submit registration to avoid multiple registrations • Multiple pop-up help/alert notification(s) for candidates during filling-up the Application form

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4	Online Payment	<ul style="list-style-type: none"> • Online generation of Challan and e-payment. • Reconciliation option through CSV files received from bank. • Separate option has been given in the candidate dashboard to update their Challan details from the dashboard. • In the admin portal a separate search window has been given to view the Challan submission details by the candidate. • The search option is Date wise, Adv. number wise, Post wise, Exam Level wise, and Exam Type wise. • Provision/ module to check payment failure/ multiple payment. • Payment gateway integration with multiple banks/ multiple payment options. • Provision to apply for free objection, paid objection to answer keys, subject wise, exam wise (consequently and subsequently for defined period)
5	Dashboard	<ul style="list-style-type: none"> • After successful login, applicant to be taken to the landing page of the application. On the landing there will three main sections – <ul style="list-style-type: none"> ○ Candidate Information Section, ○ Payment Section, ○ Application apply section & ○ PDF download section. • Basic candidate details will be visible on the candidate information section. • Online payment gateway integration. • Provisionally calculated marks updating on the dashboard for the direct recruitment exam • Updating candidate's provisional marks based on academics /experience in his Dashboard when provided by concern section in excel Format. • Post examination OMR with response key is available for download, feedback may be collected from dashboard.
6	Online Application Management	<ul style="list-style-type: none"> • Once the payment status is updated in the system from the back-office system, The “Apply” button will become enabled and the first screen of the application form will open. • The Application form will appear as a three-step process. The application form should be in bi-lingual language • The Advertisement number will be pasted at the top of the application form • Some fields in the application form will appear pre-filled from the registration database. Some of them will be filled up by the applicants. • Upon submission of the application form a bar-code will be generated and a soft copy with BPSC address slip/sender. • Not all the application form with same exam type and post will have the same number of fields. The fields vary application form-wise. • There are validation logics available among these fields. • So, there is a provision for “show and hide” functionality field-wise in the configuration so that while creating exams the user can select a certain number of fields which will be there in the form for a certain

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		<p>exam.</p> <ul style="list-style-type: none"> • Provision for modification in the application data during a given time period by BPSC with /without late fees. • Provision for cancellation and re-submission of application to avoid multiple registrations • Provision for multiple pop-up help/alert notification(s) for candidates during filling-up the application form • Provision to upload/attach documents in online application form. • Creation of Grievance Module in the Candidate's dashboard. • Creation of Online objection module against OMR upload (Free/Paid) in Candidate's dashboard. • Creation of feedback module in Candidate's dashboard.
7	<p>Examination Centre Creation & Centre Allocation</p>	<ul style="list-style-type: none"> • The system should have the option to create Centre details and allocation of the candidates to the examination center • Centre details provided by BPSC for every exam. • Roll system generated Roll numbers are uploaded in databases.
8	<p>Admit Card Generation & Printing</p>	<ul style="list-style-type: none"> • There are two type of admit card generated in every exam first for candidate and second for BPSC • Portal admin can generate admit card PDF of every center for BPSC office copy • The system should facilitate for the generation of admit card to the candidates.

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9	Chatbots and Virtual Assistants	<ul style="list-style-type: none"> • Implement AI-powered chatbots to assist applicants with queries , provide guidance on filling out forms, and offer support 24/7 • Virtual assistants can help applicants navigate the application process, improving user experience.
10	Application Review and Filtering	<ul style="list-style-type: none"> • Use AI algorithms to screen applications, flag incomplete or inconsistent entries, and prioritize applications based on predefined criteria. • To use AI to identify duplicate applications and reduce manual review workload.
11	Fraud Detection	<ul style="list-style-type: none"> • Implement AI models to detect and prevent fraudulent activities by analyzing patterns and anomalies in application data.
12	Result Publication	<ul style="list-style-type: none"> • System should have provision to publish the result online into the web portal once result is fed /imported into the webapplication. • Scanned copies of all the answer sheets/ OMR sheets/answer copies of all the candidates shall be uploaded on the website which can be accessed by the applicant.

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13	Interview Panel Creation	<ul style="list-style-type: none"> • The system should have the option to create interview panel randomly and allocation of the candidates for the same. • Provision of automated email to experts once their consent is received and board is finalized.
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7.3.2 Phase 3: - Establishment of IT – PMU (Project Management Unit) for operation and maintenance of Phase 1 and Phase 2 for the period of 5 Years

7.3.3 The establishment of IT-PMU for operation and maintenance of Phase 1 and Phase 2 for the period of 5 Years
The deployed PMU shall work with the deployment of skilled professional team to operate and monitor the activities relating to examination and interviews as mentioned in the scope of work of Phase 1 and Phase 2.

These resources have been entrusted with the task of performing activities in management of the examination programs along with the control of centralized web-based Management Information System, design parameters and framework to assess the examination program as per the approval of the BPSC. The following may be noted:

7.3.4.1 To perform error management & bug fixing in the OAMS application.

7.3.4.1.1 IT- PMU is expected to resolve all critical bugs/complaint within 24 hours and non-critical bugs/complaints within 2 days of the escalation of the Bug/complaint and update the status of the Bug/complaint resolution on the above application.

7.3.4.2 Other responsibilities of the IT-PMU shall include: -

- i.) Designing new upgraded version of the current online application management system based on new/ latest technologies while maintaining the existing application.
- ii.) Any other activities/task in connection with the online examination management system

7.3.4.3 Roles & responsibilities and qualification & Experience of IT- PMU key personnel: -

The roles & responsibilities, not limited to, and qualification & Experience of PMU key personnel, shall be as given below: -

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Sl#	PMU Member (Position)	Number of Resources	Roles & Responsibilities	Qualification & Experience	Location
1	Project Manager	1	<ul style="list-style-type: none"> Works as an onsite Project manager of the project and as a SPOC to the customer for issue resolution and Escalation Management and deep customer Engagement. Conduction of review of Implementation progress; manage the scope and timelines of implementation Change Management Capable of ensuring timely Delivery Demonstrate co-ordination with Teams/departments at various Levels Ability to manage communications with various stakeholders Regarding the implementation and maintenance of all relevant Project documentation. 	<ol style="list-style-type: none"> B.E./ B.Tech./MCA with MBA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) Minimum of 10+ years' experience in handling IT related projects with minimum 3 years in Project Management. Proficient at English & Hindi Language(s) 	Onsite
2	Sr. Software Developer	1	<ul style="list-style-type: none"> Writing and testing code, refining and rewriting it as necessary Researching, designing and writing new software programs Evaluating the software and systems that make computers and hardware work 	<ul style="list-style-type: none"> B. Tech/B. E/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) Minimum 8 years of relevant Experience in software development Minimum 8 years' Experience in ASP Dot Net/ ASP Dot Net Core (Dot Net 4.5), MVC4, C# Programming Language, JQuery/ Java Script, IIS application deployment, API development - Programming Language, JQuery/ Java Script, IIS application deployment, API development - Minimum 3 years 	Onsite

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				<p>experience in any (latest programming language) latest technologies.</p> <p>** latest programming language Certificate required to attach</p> <ul style="list-style-type: none"> • In any Programming Languages: • Proficiency in languages like Java, Python, Kotlin, (Node.js), Ruby, or PHP. • git & github • agile practices 	
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SI#	PMU Member (Position)	Number of Resources	Roles & Responsibilities	Qualification & Experience	Location
			<ul style="list-style-type: none"> • Developing existing programs by analyzing and identifying areas for modification • Integrating existing software products and getting incompatible platforms to work together • Creating technical specifications • Writing systems to control the scheduling of jobs or to control the access allowed to users or remote systems • Writing operational documentation with technical authors • Maintaining systems by monitoring and correcting software defects • Working closely with other staff, such as project managers, graphic artists, UX designers, other developers, systems analysts and sales and marketing professionals. • Integrating existing software products and getting incompatible platforms to work together • Creating technical specifications • Writing systems to control the scheduling of jobs or to control the access allowed to users or remote systems • Writing operational documentation with technical authors • Maintaining systems by monitoring and correcting software defects • Working closely with other staff, such as project managers, graphic artists, UX designers, other developers, systems analysts and sales and marketing professionals 		

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3	Database Admin	1	<p>Establishing the needs of users and monitoring user access and security.</p> <ul style="list-style-type: none"> • Monitoring performance and managing parameters to provide fast responses to front- end users. • Mapping out the conceptual design for a planned database. • Considering both back-end organization of data and front- end accessibility for end-users. • Refining the logical design so that it can be translated into a specific data model. • Further refining the physical design to meet system storage requirements. • Installing and testing new versions of the DBMS. • Maintaining data standards, including adherence to the Data 	<p>1. BE/B. Tech/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed)</p> <p>2. Relevant certification of international repute.</p> <p>3. 5 years of relevant work experience in Design and Managing Data Base and structure. Experience in handling SQL server database.</p> <p>4. Relevant certification of international repute.</p> <p>5. 5 years of relevant work experience in Design and Managing Data Base and structure.</p> <p>6. Experience in handling SQL server database.</p>	Offsite (service one quarter per year)
4	Software Tester	1	<ul style="list-style-type: none"> • Meeting with system users to understand the scope of projects • Working with software developers and project support teams • Identifying business requirements • Project planning, resource planning • Monitoring applications and software systems • Stress testing, performance testing, functional testing, scalability testing • Writing and executing test scripts • Running manual and automated tests • Testing in different environments including web and mobile • Writing bug reports, problem solving, problemsolving • Reviewing documentation, quality assurance 	<p>1. BE/B.Tech/MCA</p> <p>2. 5 years of experience in the area of testing (Security, Input- output, Flow)</p>	onsite

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SI#	PMU Member (Position)	Number of Resources	Roles & Responsibilities	Qualification & Experience	Location
			<ul style="list-style-type: none"> Working towards departmental and project deadlines Providing objective feedback to software development project teams Designing tests to mitigate risk Communicating findings to technical and non-technical Colleagues. 		
5	Jr. Developer cum Designer	1	<ul style="list-style-type: none"> Writing and testing code, refining and rewriting it as necessary Designing and writing new software programs Creating technical specifications Writing systems to control the scheduling of jobs or to control the access allowed to users or remote systems Writing operational documentation with technical authors Maintaining systems by monitoring and correcting software defects Performing Graphic Designing Work 	<ol style="list-style-type: none"> BE/B.Tech/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) 2 years of software development experience <p>Experience in ASP Dot Net/ ASP Dot Net Core (Dot Net 4.5), MVC4, C# Programming Language, JQuery/ Java Script, IIS application deployment, API development.</p>	Onsite
6	AI Developer	1	<p>One-Time Registration System:</p> <ul style="list-style-type: none"> Develop and integrate an AI-driven one-time registration system. Ensure secure and efficient data collection and storage. Implement user-friendly interfaces for candidate registration. <p>Data Analysis:</p> <ul style="list-style-type: none"> Develop algorithms to analyze and clean data, ensuring accuracy and completeness. Implement AI models to identify and extract duplicate entries from the dataset. Use machine learning techniques to improve the accuracy and efficiency of data 	<ol style="list-style-type: none"> BE/B.Tech/MCA from recognized or Deemed University/ Institute (Regular course only, correspondence course not allowed) <ul style="list-style-type: none"> Proficiency in programming languages such as Python, R, Java, or C++. Experience with machine learning frameworks and libraries such as TensorFlow, PyTorch, scikit-learn, or Keras. Knowledge of data analysis and data cleaning techniques. Experience with facial recognition technologies and photo matching algorithms. 	Onsite (service one quarter per year)

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			<p>analysis processes.</p> <ul style="list-style-type: none"> • Photo Matching and Verification: <ul style="list-style-type: none"> • Develop AI-based photo recognition and matching algorithms. • Ensure that the photo matching system can accurately verify candidate photos against stored data. • Integrate the photo matching system with the registration process to enhance security and authenticity. • System Integration and Testing: <ul style="list-style-type: none"> • Collaborate with other developers and IT staff to integrate AI solutions with existing systems. • Conduct thorough testing of AI models and algorithms to ensure reliability and performance. • Provide ongoing support and maintenance for AI systems, addressing any issues that arise. • Documentation and Training: <ul style="list-style-type: none"> • Document all AI development processes, algorithms, and system configurations. • Train relevant staff on the use and maintenance of AI systems. • Stay updated with the latest advancements in AI technology and implement best practices. 	<ul style="list-style-type: none"> • Understanding of database management systems and SQL. 	
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8. Project Timelines and Key Deliverables: -

The timelines for each deliverable and activities are mentioned below.

S No.	Stage	Activity	Key Deliverables	Time Schedule (In weeks)
1	phase 1	(OAMS) and designing, development and deployment of OAMS using latest technologies/ software platforms and maintenance of Existing Online application management system.	<ul style="list-style-type: none"> • Kick-off presentation • Project Inception Report • Detailed Project Management Plan and approach. • Security measure Document and SOP documents • Exit Management Plan. • Taking handover from the Presently working SI 	P1T1=P1T0+1
			<ul style="list-style-type: none"> • Requirement gathering and preparation of SRS • Development of Modules based on requirements of BPSC 	P1T2=P1T1+6
			<ul style="list-style-type: none"> • User Acceptance Certificates obtained from BPSC • Solution Go-Live • On successful stabilization of the application 	P1T3=P1T2+1 The timeline for deployment of new OAMS shall be within 12 weeks.
2	Phase 2	Establishment of IT – PMU [Project Management Unit] for 5 years.	Deployment of resources	P2T1=P2T0+2

Note:

- P1T0, P2T0 - is the date of Issuance of Letter of Intent (LoI)/ date of signing of contract to the selected System Integrator.
- Time taken by the BPSC for evaluation and approval of deliverables will be excluded from these timelines.
- It is the responsibility of the bidder to understand the requirement with BPSC before submitting their offer to get a clear idea about the work and preparation of requirement across the sites.
- SI will have to ensure the completion of all the concerned activities mentioned in different phases as mentioned above, for timely completion of the work bidder will have to provision offsite manpower with required strength and their role must be mapped according to phases

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9. Payment Terms & Schedule and associated penalty

- No advance payment shall be made.
- Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.
- All Payments shall be made in Indian Rupees only.
- No CR (change Requests) shall be entertained unless and until the entire application is changed, ie. for NO Additional payment for any Module or sub-module creation.
- Payment shall be as per given table below:

SN	Deliverable	Payment terms (A)	Penalty (B)
1	Completion of activity mentioned in Timeline P1T1 +P1T2+P1T3	80% amount quoted in Phase 1	Delay of N week having penalty of $N*2\%$ of total payable amount mentioned in A, Having maximum penalty of 10 %
2	Deployment of Resources P2T1	100% of amount quoted in phase - 3 (Establishment of IT – PMU [Project Management Unit] for 5 Years) in QGR equally divided into 20 QGR	Acceptance of LoI, Resource will be deployed within 2 weeks, delay in deployment of N resource penalty will be imposed $N*W*5\%$ upto a maximum of 10% of total QGR payable amount of particular Resource, where N is no of Resource and W is no of Weeks.

Note:

- Penalty will not be imposed where reason of delay will be due to BPSC, meanwhile successful bidders will have to put the best effort to avoid any delay in the project, reason of delay must be approved with documentary evidence and approval from BPSC in case of any exceptions.
- Manpower proposed at the time of bid submission will not be allowed to change. Any change of manpower within three months of issuance of LoI will attract a penalty of 50 thousand INR per resource. Post completion of three-month period manpower may be change with consultations with respective stakeholder. Agency will have to provide Alternate resource 15 days prior to the joining of replacement. Any non-compliance in this regard will attract a penalty of 50 Thousand INR per non-compliance.
- Other penalty terms will be decided at the time of signing of agreement with the selected Bidder/SI.

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10. Service Level Agreement (SLA) and Penalty terms

- The purpose of this Service Level Agreement is to clearly define all the level of service which shall be provided by the SI to Bihar Public Service Commission for entire duration of the Project.
- The penalties on individual service levels would be applied individually. However, if the total penalties exceed by 10% of the billed amount, the aggregated penalty would be capped at 10% of the billed amount.
- During the Contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the Parties i.e., BPSC and SI.
- Other penalty terms will be decided at the time of signing of agreement with the selected System Integrator.
- Manpower proposed at the time of bid submission will not be allowed to change. Any change of manpower within six months of issuance of LoI will attract a penalty of 2 lakh RS per resource.
- Post completion of six-month period manpower may be change with consultations with respective stakeholder. Agency will have to provide Alternate resource 15 days prior to the joining of replacement. Any non-compliance in this regard will attract a penalty of 2 lakh per non-compliance.

Note: Penalties shall not be levied on the successful Agency in the following cases:

- There is a force majeure event effecting the SLA which is beyond the control of the SI.
- The non-compliance to the SLA has been due to reasons beyond the control of the SI.

10.1. Pre-Implementation SLA

S No.	Service Levels	Target	Penalty
1	Go-live of the solution	As per payment Terms & Schedule and associated penalty	

- Manpower proposed at the time of bid submission will not be allowed to change. Any change of manpower within six months of issuance of LoI (**unless the change request for manpower is raised by the BPSC**) will attract a penalty of 2 lakh RS per resource. Post completion of six-month period manpower may be change with consultations with respective stakeholder. Agency will have to provide Alternate resource within 15 days prior to the joining of replacement. Any non-compliance in this regard will attract a penalty of 2 lakh per non-compliance.

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10.2. Post Implementation SLA

S. No.	Service Levels	Target	Penalty
1	Application Availability on a monthly basis. To be monitored on the basis of availability report shared by Bihar SDC. It will be the responsibility of the bidder to coordinate and collect availability reports from SDC on a monthly basis.	<ul style="list-style-type: none"> • $\geq 99\%$ for Prime BusinessHour (PBH)* • $\geq 98\%$ for Non-Business Hours (NBH)** 	No Penalty
		<ul style="list-style-type: none"> • $< 99\%$ and $= 97\%$ for PBH • $< 98\%$ to $= 96\%$ for NBH 	1% of QGR value
		<ul style="list-style-type: none"> • $< 97\%$ to $= 95\%$ for PBH • $< 96\%$ to $= 94\%$ for NBH 	2% of QGR value
		<ul style="list-style-type: none"> • $< 95\%$ & $= 93\%$ for PBH • $< 94\%$ to $= 92\%$ for NBH 	5% of the QGR value
		<p>For each additional drop of 1% in performance below 93% for PBH and 92% for NBH, 1% of quarterly payment will be levied as additional penalty maximum up to 10% of the QGR value. In case of breach of the above given SLA levels (below 93% for PBH and 92% for NBH) in two (2) consecutive quarters, BPSC may choose to terminate the contract along with initiating necessary action as deemed fit.</p>	
2	Resolution of all bugs/complaint raised by BPSC	<ul style="list-style-type: none"> • Within 2 days • > 2 days 	<ul style="list-style-type: none"> • No Penalty • 1% of QGR amount per day delay max to 15 days. <p>Subject to a ceiling of 10% of the respective QGR value</p>
3	Data migration errors or in case of Loss of Data / Wrong Data Captured during Live Application due to any kind of Technical issue.	100%	<ul style="list-style-type: none"> • $> 0\%$ to $\leq 5\%$ - 2% of respective milestone amount in case of Data migration errors or respective QGR amount in case data migration or data capture error is

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			<p>identified during post-go-live phase.</p> <ul style="list-style-type: none"> • 1% additional penalty each additional % of error above 10% upto a maximum of 10% of the respective milestone/ QGR value. • For every case reported and proved, there shall be a penalty of Rs. 10,000/- (Rupees Ten Thousand).
4	New request raised by BPSC does not complete and tested	<=2 working day	No Penalty
		>2 working day	For every delay of 1 working, there shall be a penalty of Rs 10,000/- (Rupees Ten Thousand).
5	Payment transfer to the BPSC account	T + 2 Working Days	No Penalty
		>2 Working Days	1% of the due amount per day after 2 working days
6	O&M	As per Post implementation SLA	<ul style="list-style-type: none"> • No penalty in case of meeting SLA • Applicable penalty in case of SLA breach

Penalty for Phase 2 - Establishment of IT – PMU [Project Management Unit] for 5 Years

- If any professional leaves in-between, then the agency shall replace the resource within 7 days otherwise penalty of 3% of the quarterly billing amount of specific resource every subsequent week of delay in replacement shall be levied up to 10% of the QGR"
 - a). If the same resource could not be replaced for more than one QGR period, then the penalty of 5% of the quarterly billing amount of specific resource every subsequent week of delay in replacement shall be levied up to 15% of the QGR.
 - b). If the same resource could not be replaced for more than two QGR period, then the penalty of 10% of the quarterly billing amount of specific resource every subsequent week of delay in replacement shall be levied up to 20% of the QGR and notice to agency for contract termination may be issued and action may be initiated for termination of contract.

* Prime Business Hours – Working hours (9.30am to 6pm) on all working days

** Non-Business Hours – Outside working hours

SI for the design, development, hosting & maintenance of BPS Online Application Management System and maintenance of the existing Online Application Management System

11. Contract Period

Initially the contract of this project would be three (05) years after submission of the acceptance on LoI by the selected bidder.

12. Section – Annexures

Annexure-I: Covering letter for submission of RFP

(To be submitted on the letterhead of the bidder)

To
The Secretary
Bihar Public Service Commission

Ref: RFP No <.....>

Sub: Submission of RFP for “Selection of SI for online application management system for Bihar Public Service Commission”.

Dear Sir/Madam,

We have examined the RFP document, we, the undersigned, herewith submit our RFP in response to your RFP no. _____ dated _____ for “Selection of SI for online application management system for Bihar Public Service Commission” in full conformity with the said RFP document.

- i. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
- ii. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP and all attachments, for a period of 180 days from the date of submission of the bid.
- iii. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices
- iv. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
- v. We hereby declare that all the information and statements made in this RFP are true and accept that any misrepresentation contained in it may lead to our disqualification.
- vi. We understand you are not bound to shortlist / accept any RFP you receive

Sincerely,

Signature of Authorized Signatory and Seal of the bidder Name:

Designation:

Date:

SI for the design, development, hosting & maintenance of BPSC Online Application Management System
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Annexure-II: Bidder's Information

To
The Secretary
Bihar Public Service Commission

Bidder information Format

#	Description	Details (to be filled by the responder to the RFP)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (CMMI-III/IV/V) and its validity	
11.	GST registration No.	
12.	Permanent Account Number (PAN)	

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Mobile		
Fax		
Email Id		

Yours Sincerely,

Signature of Authorized Signatory (with official seal)Name

:

Designation

:

Address

:

Telephone& Fax

:

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Annexure–III: Bidder’s Annual turnover over last 3 financial years

I, _____ S/o, D/o _____, aged about _____ years and residing at _____

_____ do hereby solemnly affirm and sincerely state as follows:

To
The Secretary
Bihar Public Service Commission

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document. I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

#	Details	FY 2020-21 (in Crores) (a)	FY 2021-22 (in Crores) (b)	FY 2022-23 (in Crores) (c)	Average Turnover [(a+b+c)/3]
1	The bidder should have not less than Rs. 25 crores of average annual turnover for last 3 FY (i.e., 2020-21, 2021-2022, and 2022-2023).				

Yours Sincerely,

Signature of Statutory Auditor (with official seal)

Name :

Designation :

Address :

Telephone& Fax :

SI for the design, development, hosting & maintenance of BPSC Online Application Management System
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E-mail address :

Verified that the contents of this affidavit are true to the best of my knowledge and belief, and nothing concealed therein.

Signature of the Deponent

Solemnly affirmed at _____

On this _____ day of _____ Deponent signed before me and signed his/her name in my presence.

Sign and Seal of the Notary

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure -IV: Project Citation Format

(To be submitted on the letterhead of the bidder)

Relevant project experience	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client (email,Phone no.)	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service(QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Other Relevant Information	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order/Purchase Order (PO)/Letter of Intent (LoI) 'Letter of Intent (LoI) with extract from signed contract showcasing the project value and scope of work'/Experience Certificate etc	

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure – V: Declaration for not being blacklisted

To be given as Affidavit on Stamp Paper of appropriate value

I, _____ S/o, D/o _____, aged about _____ years and residing at _____ do hereby solemnly affirm and sincerely state as follows:

To
The Secretary
Bihar Public Service Commission

Ref:

Ref: RFP No.

Dear Sir/Madam,

We confirm that our company _____ as on date of submission of the bid is not blacklisted or banned or not declared as ineligibility for any reason, or, any of our contracts is not terminated for performance reasons by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs or any Private Organization in last Five (5) years, in India for corrupt, fraudulent or any other unethical business practices.

We also confirm that our company _____ as on date of submission of the bid has not been convicted or license suspended on any ground in last Five (5) years by any ministry/department/attached offices/sub-ordinate offices under Government of India and any State government, autonomous bodies (established by Central/State govt), any Central/State PSUs or any Private Organization, in India.

We also confirm that any of our company's Directors / Partner / authorized signatories has not been convicted / or a criminal case filed against or pending in any court of India in last Five (5) years by any Government department under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matter as on date of submission of the bid.

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Name of the Bidder: -

Signature: -

Seal of the Organization: -

Verified that the contents of this affidavit are true to the best of my knowledge and belief, and nothing concealed therein.

Signature of the Deponent

Solemnly affirmed at _____

On this _____ day of _____ Deponent signed before me and signed his/her name in my presence.

Sign and Seal of the Notary

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure – VI: Power of Attorney

(On Non-Judicial Stamp Paper of relevant value)

Tender Ref.

Date:

To
The Secretary
Bihar Public Service Commission

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Power of Attorney in response to the RFP for Selection of SI for development & management of online application management system for Bihar Public Service Commission.

Dear Sir,

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid document for 'Selection of SI for development & management of online application for BPSC, in response to the tenders invited by Bihar Public Service Commission (BPSC), including signing and submission of all documents and providing information / responses to BPSC in all matters in connection with our bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 2021

For _____

(Signature)

(Name, Designation and Address) Accepted (Signature)

(Name, Title and Address of the Attorney)Date:

Note:

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The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, wherever required, the bidder should submit for verification the extract of the charter documents and documents such as a resolution /power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder. In case the bid is signed by an authorized Director / Partner of the bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

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Annexure – VII: Undertaking total responsibility

Tender Ref.

Date:

To
The Secretary
Bihar Public Service Commission

Sub: Self Declaration for Undertaking Total Responsibility.

Dear Sir,

This is to certify that we undertake total responsibility for the successful and defect free operation of the proposed Project, as per the requirements and terms and condition of the RFP for proposed solution.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)Name

:

Designation:

Date :

Time :

Seal :

Business Address:

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure – VIII: Bank Guarantee for Earnest Money Deposit

To
The Secretary
Bihar Public Service Commission

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <RFP Number> dated <Date> for <Name of the assignment> (hereinafter called "the Bid") to BPSC Know all Men by these presents that we < > having our office at <Address> (hereinafter called "the Bank") are bound unto BPSC (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures> (Rupees <Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- a) Our liability under this Bank Guarantee shall not exceed Rs. <Amount in figures> (Rupees <Amount in words> only)
- b) This Bank Guarantee shall be valid upto <insert date>

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- c) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <insert date>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

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Annexure – IX: Format for Performance Bank Guarantee

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank) PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT–CUM-PRFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of BPSC, a Government of Bihar Undertaking incorporated under the Companies Act, 1956 having its registered office at Secretary, BPSC (hereinafter called “The Purchaser”) having agreed to accept from

_____ (hereinafter called “The SI”) Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfilment by the SI of the terms & conditions of the Work Order No.

_____ dated _____ issued by the Purchaser for _____ (hereinafter called “the said work order _____ dated _____”). We _____ (Name &

detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the SI of any of the terms and conditions contained in the said Work Order No.

_____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the SI failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. , _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said SI and accordingly discharged the guarantee.

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- (4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the SI for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.
- (5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited, and we shall be relieved of and discharged from all our liabilities (thereinafter)
- (6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the SI.
- (7) The executants have the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.
- (8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, lastly undertake not to revoke this guarantee during the currency except with the previous consent of _____ the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

- 1) _____
2) _____

(Name & address in full with Rubber Stamp)

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INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favor with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalized Bank/ Scheduled Commercial Bank preferably on a branch located in Patna. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by BPSC in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / WorkOrder etc.
11. Issuing Bank / The SI are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to BPSC

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Annexure – X: Curriculum Vitae (CV) of Key Personnel

General Information	
Name of the person & Photograph	
Current Designation/Job Title	
Current job responsibilities	
Proposed Role in the Project	
Whether resource is engaged by the firm in its own Payrolls	Yes / No
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) • Key achievements and other relevant information (if any) 	
Professional Certifications	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Summary of Projects undertaken/worked on (Only project name, client name, client contact details)	

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<p>Details of Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities,tenure)</p> <p>Prior Professional Experience covering:</p> <ul style="list-style-type: none">• Organizations worked for in the past<ul style="list-style-type: none">○ Organization name○ Duration and dates of entry and exit○ Designation Location(s)○ Key responsibilities• Prior project experience<ul style="list-style-type: none">○ Project name○ Client○ Key project features in brief○ Location of the project○ Designation○ Role○ Responsibilities and activities○ Duration of the project <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (Against each language listed indicate if speak/read/write)</p>	

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Annexure – XI: No Malicious Code Undertaking Letter

To be given as Affidavit on Stamp Paper of appropriate value

I, _____ S/o, D/o _____,
aged about _____ years and residing at _____ do hereby solemnly affirm and sincerely state as follows:

Tender Ref.

Date:

To
The Secretary
Bihar Public Service Commission

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Undertaking for No Malicious Code responds to the RFP for Selection of SI for development & management of online application for Bihar Public Service Commission.

Dear Sir,

Over and above all our earlier conformations and submissions as per your requirements of the RFP, we confirm that,

1. All proposed software components in scope of supplies when shipped by _____, does not contain embedded malicious code that would activate procedures to: -
 - a) Inhibit the desired and designed function of the equipment.
 - b) Cause physical damage to the user or equipment during the exploitation.
 - c) Tap information resident or transient in the equipment/networks.

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2. We, _____ will be in breach in case physical damage or malfunctioning is caused due to activation of any such malicious code in embedded software and thus be liable to repair, replace or refund the price of the infected software if reported (or, upon request, return) to the party supplying the software to Customer, if different than _

Sincerely,

Signature of Authorized Signatory and Seal of the bidderName:

Designation:

Verified that the contents of this affidavit are true to the best of my knowledge and belief, and nothing concealed therein.

Signature of the Deponent

Solemnly affirmed at _____

On this _____ day of _____ Deponent signed before me and signed his/her name in my presence.

Sign and Seal of the Notary

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure –XII: Undertaking total responsibility

Tender Ref.

Date:

To
The Secretary
Bihar Public Service Commission

Ref: RFP Notification no <xxxx> dated <dd/mm/yy>

Subject: Undertaking total responsibility for the RFP for Selection of SI for development & management of online application for Bihar Public Service Commission.

Dear Sir,

In response to the Bid _____ dated _____ 2022 to RFP for Selection of SI for online application management system for Bihar Public Service Commission, I/We hereby declare that presently our Company/Service provider _____ is having unblemished record and we will maintain the secrecy and confidentiality of data during the tenure of project or after end of the project.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Sincerely,

Signature of Authorized Signatory and Seal of the bidderName:

Designation:

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Annexure - XIII: Declaration on Employee Strength

To be given as Affidavit on Stamp Paper of appropriate value

I, _____ S/o, D/o _____, aged about _____ years and residing at _____ do hereby solemnly affirm and sincerely state as follows:

To
The Secretary
Bihar Public Service Commission

Ref:

Dear Sir,

I hereby declare that below are the details of employee strength in our organization.

SI No.	Name	Designation	Min Qualification

Verified that the contents of this affidavit are true to the best of my knowledge and belief, and nothing concealed therein.

Signature of the Deponent

Solemnly affirmed at _____

On this _____ day of _____ Deponent signed before me and signed his/her name in my presence.

Sign and Seal of the Notary

SI for the design, development, hosting & maintenance of BPSC Online Application Management System and maintenance of the existing Online Application Management System

Annexure - XIV: Declaration /Undertaking by Bidder for Application

To be given as Affidavit on Stamp Paper of appropriate value

I, _____ S/o, D/o _____, aged about _____ years and residing at _____

_____ do hereby solemnly affirm and sincerely state as follows:

DECLARATION / UNDERTAKING

I/We/M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Company Premises at _____ do declare that I/We have carefully read all the conditions of RFP Ref. No. _____ on the right of BPSC for exclusive, non-replicable and non-transferable right (license) to use the developed Call Centre solution and accept all conditions of RFP.

Signature and Seal of the Bidder

Name & Address in capital letters with Designation

To be attested by Notary,

Verified that the contents of this affidavit are true to the best of my knowledge and belief, and nothing concealed therein.

Signature of the Deponent

Solemnly affirmed at _____

On this _____ day of _____ Deponent signed before me and signed his/her name in my presence.

Sign and Seal of the Notary

**Annexure – XV: Financial Proposal – Standard Forms Annexure – XV (A):
Financial Proposal Submission Letter**

Tender Ref.

Date:

SI for the design, development, hosting & maintenance of BPSC Online Application Management System
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To
The Secretary
Bihar Public Service Commission

Subject: RFP for “Selection of SI for development & management of online application for
Bihar Public Service Commission”.

Dear Sir,

We, the undersigned, offer to provide the services as mentioned in the scope of work of the RFP dated (date). Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive. We remain, Yours

sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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Annexure – XV (B): Financial Bid Format & Instructions

Financial Proposal for Part – A: - It consist of One time lumpsum cost for the development and maintenance of the New Online Application Management System (OAMS) under Phase 1.

PART- A					
SN	Item Particulars	UoM	Quote (Exclusive of Taxes)	Applicable Taxes (GST)	Quote (Inclusive of GST)
Lumpsum Cost (One Time)					
1	Design, development, hosting of New Online Application Management System.	1			
Total Amount (Part-A)					

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Financial Proposal for Part – B:- It consist of Yearly basis cost for the design, development, hosting & maintenance of newly developed Online application management system and existing OAMS under Phase 1

PART- B					
SN	Item Particulars	UoM	Quote (Exclusive of Taxes)	Applicable Taxes (GST)	Quote (Inclusive of GST)
Yearly Basis Cost					
1	Combined Offsite Maintenance Cost of New Software per year	5			
2	Maintenance Cost of existing Software	1			
3	SSL Certification Renewal (Yearly Renewal for the site) (Note- for OAMS)	5			
4	Security Audit Certification for eachApplication (On Pro-Rata basis)	5			
Total Amount (Part-B)					

Financial Proposal for Part – C:- It consist of Monthly basis cost for the period of 5 years for the Establishment of IT – PMU [Project Management Unit] under Phase 2.

PART - C						
SN	Item Particulars	Number of Resources	UOM	Quote (Exclusive of Taxes)	Applicable Taxes (GST)	Quote (Inclusive of GST)
Monthly Basis Cost for the period of 5 years						
1	Project Manager (Onsite)	1	60			
2	Database Administrator/DBA (Offsite)	1	15			
3	Senior Software Developer/ Programmer (Onsite)	1	60			
4	Tester/Test Engineer (Onsite)	1	60			

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5	AI Developer (onsite)	1	15			
6	Junior Software Developer (Onsite)	1	60			
Total Amount (Part-C)						

Total cost of the Project

SN	Particular	Fixed Price for (INR)(X)	Applicable Tax(Y)	Total Amount (X+Y)
1	Part A			
2	Part B			
3	Part C			
Total Amount				
Total Amount (in word)				

Note:

- SMS and Mail cost will be paid as per actual consumption.
- Offered price shall be valid for throughout the tenure of the project.
- BPSC reserves the right to amend the scope of the work or resource deployment as per the need of the project.
- BPSC reserves the right to extend the duration of the contract based on mutually agreed upon rates.
- BPSC reserves the right to reject 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 BPSC in its sole discretion may initiate a new RFP process including all or part of the components of this Request for Proposals.
- BPSC reserves the right to finalize the bid in case anyone or only one Bid is received.
- The Least cost price will be evaluated. The contract will be awarded to **L1** bidder. In case the PART A cost quoted by bidder is > 40% of the total project cost, then the same will be capped at 40% for calculation purpose as PART A cost and balance 60% will be paid in equal QGRs during O&M phase.