



(VERY SHORT e-TENDER)

REQUEST FOR PROPOSAL

For

Selection of Agency for Design, develop and maintenance of Computerised Supply Chain Portal (CSCP) for SSA books published by Bihar State Text Book Publishing Corporation.

NIT No.: -BSTBPC/CSCP/SSA-2023-24/ ___ dated 15-11-2022

Published By:-

Bihar State Text Book Publishing Corporation Ltd. [BSTBPC]

Budh Marg, Patna

Bihar, India

Phone: : 0612-2221975

E Mail : textbookmd@gmail.com

Website: www.bstbpc.gov.in

E-procurement link: <https://eproc2.bihar.gov.in/EPKV2Web>

DISCLAIMER

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

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

BSTBPC reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BSTBPC also reserve the right to withhold or withdraw the process at any stage with intimation to all bidders who have participated in the bid.

BSTBPC reserves the right to change / modify / amend any or all the provisions of this RFP document. Such changes would be posted on the website (<http://bstbpc.gov.in/>) as well as E-procurement website <https://eproc2.bihar.gov.in/EPSV2Web>.

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

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



BIHAR STATE TEXT BOOK PUBLISHING CORPORATION LTD.

Pathya Pustak Bhawan, Budh Marg, Patna – 800 001

Tel: 2221975 Email: textbookmd@gmail.com

INVITATION FOR BIDS (IFB)

VERY SHORT E-Procurement Notice

The Bihar State Text Book Publishing Corporation Ltd is in process to print and supply approx 661 lakhs of textbooks and 128 lakhs of Student Diary through e-bidding for Class 1 to VIII Students under SSA for the Academic Year 2023-24 which will be delivered at 548 Academic BRCs (Block Resource Centers) in 38 districts within state of Bihar. The supply & Delivery of the books shall be governed through a computerised supply chain portal (CSCP).

In view of the above, Bids are invited from Software development agency for designing/developing the Supply Chain software and its maintenance for five years. Bidders may refer the bid document for further details with respect to Eligibility Criteria, Evaluation Methodology and scope of Work etc. The date sheet and other details are given hereunder.

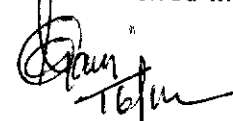
Date Sheet:

1	Name of the work	Selection of Agency for Design, develop and maintenance of Computerised Supply Chain Portal (CSCP) for SSA books published by Bihar State Text Book Publishing Corporation
2	Tender Notice No	BSTBPC / CSCP/SSA-2023-24/766, dtd.15-11-2022
3	Tender Fee/EMD	1) Tender Document Fee (Non Refundable): Rs 5900/- (Rupees Five Thousand Nine Hundred Only) to be paid online 2) Tender Processing Fee (Non Refundable) Rs 590/- (Rupees Five Hundred Ninety Only) to be paid online. 3) EMD (Refundable): Rs. 30,000/- (Rupees Thirty thousand only) in the form of digital payment viz; RTGS/NEFT/BG issued by a Scheduled/Nationalised Bank in favour of Bihar State Text Book Publishing Corporation Ltd., Payable at Patna.
4	Online publication of bid document	16-11-2022, 15:00 Hrs
5	Last Date and time for Submission of bid.	24-11-2022, 18:00 Hrs in online mode.
6	Opening of Technical Bids	25-11-2022, 15.00 Hrs If the due date happens to be a holiday, the bids will be opened on the next working day.
7	Opening of Financial Bids	To be notified later.
8	Address for Communication	The Managing Director, Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-800001

Bid document may be downloaded from the Websites <https://eproc2.bihar.gov.in/EPV2Web> or <https://www.bstbpc.gov.in>.

Clarification on the bid document may be sought physically/telephonically during office hours upto 18:00 Hrs of 21-11-2022.

The Managing Director of the Corporation reserves the right to amend or withdraw any of the Terms and Conditions in the bid document or to cancel / reject all the tenders received without giving any notice or assigning any reason thereafter.



Managing Director

Bihar State Text Book Publishing Corporation Ltd



SECTION - I:

Instruction to Bidders

- i. The tender is invited by Managing Director, Bihar State Text Book Publishing Corporation through e-procurement portal from software development and verification service providers for providing Computerised supply chain portal of SSA books of Bihar State Text Book Publishing Corporation. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP document.
- ii. Bidders are advised to note the eligibility and minimum qualifying criteria specified in the "Eligibility and Evaluation Criteria in Section-III" of the bid document.
- iii. **Bidding documents:** The Bidders can download the RFP document(s) from the website <https://eproc2.bihar.gov.in/EPKV2Web> after paying the tender document fee, which is mandatory to be paid through e-payment mode, i.e. internet payment gateway, (credit / Debit Card) , Net banking, NEFT/ RTGS.
- iv. Bids along with necessary online payments must be submitted through e-procurement portal <https://eproc2.bihar.gov.in/EPKV2Web> before the date and time specific in the NIT/ Corrigendum. The department does not take any responsibility for any delay/ non submission of Tender/ non Reconciliation of Online payment caused due to Non-availability of Internet Connection, Network Traffic/ Holiday or any reason. Proposals received without or with inadequate tender fees shall be rejected summarily.
- v. It will be the responsibility of the bidder to download all bid related documents including all addendum/corrigendum issued in this regard from the website issued from time to time and to ensure the timely submission of signed RFP and all addendum/corrigendum along with the proposal.
- vi. **Earnest Money Deposit (EMD):** Bidders shall submit an EMD of Rs. 30,000/- (Rupees Thirty Thousand Only), in the form of e-payment mode, i.e. internet payment gateway, (credit / Debit Card), Net banking, NEFT/ RTGS/BG issued by a scheduled commercial bank in favour of "Bihar State Text Book Publishing Corporation" payable at Patna. The Micro and Small category agency listed with MSME are exempted from submission of EMD.
- vii. Through this Request for Proposal (RFP), it is intended to invite e-Bids for the selection of appropriate Software Agency/firm for the work of "Design, Development and maintenance of Computerised Supply Chain Portal (CSCP).
- viii. Bidders are advised to study the Bid document carefully.
- ix. Submission of Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the Bid document with full understanding and its implications. The Corporation may, at its own discretion, extend the date for submission of Bids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.
- x. BSTBPC reserves the right to cancel any or all the Bids or annul the Bid process without assigning any reason thereof.



Introduction

A. Background

Bihar State Text-Book Publishing Corporation Limited is a Government of Bihar undertaking registered under the Companies Act on 2nd April 1965, and carries out its operations as per the provisions defined in its Memorandum and Article of Association. The goal of the BSTBPCL is to make available good quality textbooks to the students under Samagra Shiksha Abhiyaan(SSA).

The objectives of BSTBPC is to-

- a. Provide support and assistance for up gradation of school education in the state.
- b. Ensure the printing, publishing, reposition, distribution of the identified textbooks in Bihar State before the start of academic session.
- c. Facilitate printing and distribution of textbooks at free of cost to the Class I to VIII school students.

B. Project Objective

The computerisation of supply chain management aims at reducing the administrative burden for BSTBC Officials and staff by leveraging IT as an enabler for management of text book supply chain operations of BSTPBC. The objectives of the project are:

- a. To streamline the despatch & delivery operation processes from the printers.
- b. To establish an efficient and effective tracking system for the books printed by the printers.
- c. To establish an effective book-set delivery operations.
- d. To improve the overall operational efficiency of BSTPBCL, by removing redundancy and duplication of work efforts from the system.
- e. To improve transparency and accountability in the overall system.
- f. Extensive Capacity Building and training of officers and field level functionaries to ensure smooth migration to electronic systems keeping in mind the future set up of the Corporation.
- g. Reducing administrative burden, time & costs for the Government & businesses.

The EMD would be forfeited, in case:-

- The bidder withdraws the bid prior to validity period of the bid;
- The bidder refuses to accept and sign the contract as specified in this document

In the case of bidder whose bid is accepted for undertaking the work assigned for this tender, this successful bidder will submit a Performance Bank Guarantee of **05(Five) Percent** as per the format provided to successful bidder. Earnest Money Deposit of the successful bidder will be refunded on receipt of Performance Bank Guarantee.

The Agency shall provide security for his performance of the contract to the Employer within 15 days from the date of issue of LOA. The Performance Security shall be in the form of an unconditional DD/Bank Guarantee acceptable to the client from any nationalized bank or schedule bank in India valid up to 12 (Twelve) months from date of signing of the agreement initially and extendable up to the balance four Years and further additional 30 days.



E-Procurement related instructions
Submission of Proposals through electronic mode only

1. The bidder should prepare and submit its offer as per instructions given in this section.
 2. The Bidder shall submit his bid/tender through e-Procurement platform at <https://eproc2.bihar.gov.in/EPKV2Web/>
 3. The Bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-ID of the e-Procurement website before participating in the e-Tendering process. The Bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-ID they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in/EPKV2Web> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
 4. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement website at the respective stage only. The Bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other related certificate /documents in the e-Procurement 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 all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document. This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
 5. All the required documents should be attached at the proper place as mentioned in the e-forms. Tender Processing Fee (TPF) and Tender Document fee to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
 6. i) "Earnest Money Deposit (EMD) shall have to be paid in the digital form or in the form of Demand Draft/ Bank Guarantee. The Original hardcopy of the DD/ BG have to be submitted.
ii) In case of Micro / Small scale units seeking exemption from payment of EMD, the bidder has to submit "Udyam Registration Certificate" along with updated status.
iii) All hard copies of Affidavit(s) as required in the RFP document have to be submitted in original.
- All the documents mentioned in 6(i) to 6(iii) above have to be submitted in hard copies in the office of Managing Director, Bihar State Text Book Publishing Corporation, Budha Marg, Patna-800001 by 25-11-2022 till 12:00 Hrs failing which tender shall be summarily rejected.
7. The scan copy of all documents as mentioned above in para-6, has also to be mandatorily uploaded in online mode, failing which the bid shall be liable for rejection.
 8. Bids along with necessary online payments must be submitted through e-Procurement portal <https://eproc2.bihar.gov.in/EPKV2Web> before the date and time specified in the NIT/RFP. The department / Tendering Inviting Authority don't take any responsibility for the delay / Non Submission of Tender /Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."



9. The tender will be opened online through the e-procurement portal at the venue, Conference Hall, the Bihar State Text Book Publishing Corporation Ltd, Pathya Pustak Bhawan, Budh Marg, Patna-800001. Bidders or their authorized representatives, who are willing to witness the bid opening, may remain present during opening of the bid(s).
10. Any corrigendum or date extension/ changes/amendment notice will be given on the e-Procurement website <https://eproc2.bihar.gov.in/EPKV2Web> and Corporation's website: www.bstbpc.gov.in as well. For support related to e-tendering process, Bidders may contact at following address "e- Procurement HELP DESK mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar" Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in or may visit the link "Vendor Info" at <https://eproc2.bihar.gov.in/EPKV2Web>.



2.1 General Terms & Conditions

1. BSTBPC expects the bidders to adhere to the terms of this Request for Proposal (RFP) and subsequent corrigendum/ addendums (if published) and shall not accept any deviations to the same.
2. Agency appointed through this RFP shall be solely responsible for discharging all responsibilities as mentioned in the RFP notwithstanding the fact that the vendor will not appoint/ procure services of third party suppliers (including software providers) to perform all or part of the obligations. Education Department/ BSTBPC shall not enter into any other agreement with any other agency except the vendor as appointed through this RFP.
3. Unless agreed to specifically by the BSTBPC in writing for any changes to the RFP issued, the vendor's queries/ clarifications/ suggestions/ objections etc. would not be incorporated automatically in the RFP document.
4. Unless expressly overridden by the specific agreement to be entered into between BSTBPC and the vendor, the RFP shall be the governing document for arrangement between the BSTBPC and the vendor.
5. In the event the bidder has not quoted for any mandatory or optional items as required by the bidder to complete the job or to full fill his duties/responsibilities, the same will be deemed to be provided by the Vendor at no extra cost whatsoever.
6. The Bidder is requested to quote in Indian Rupees. Bids in currencies other than INR would be summarily rejected.
7. The prices quoted by the bidder shall include all applicable taxes, including statutory taxes, levies, cess, excise and custom duties etc. that need to be accounted. **The applicable GST will be paid as per the actual basis at the time of submission of the Tax Invoices.**
8. BSTBPC would not be liable to pay any expenses incurred by the bidder for preparation of the response to this RFP.
9. BSTBPC also reserves the right to change any terms and conditions of the RFP and its subsequent addendums/ corrigendum as it deems necessary at its sole discretion .BSTBPC will publish/ notify such changes in the public domain by means of uploading corrigendum/ addendum/ response to queries etc.
10. **Joint Venture/Consortium/Subcontracting won't be allowed under the purview of this RFP.**

2.2 Due Diligence

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

2.3 Cost of Bidding

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

2.4 Amendment of Tender Document

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

Any amendments/modifications in the tender document would be displayed on the Corporation's website and E-proc website. All such amendments shall be binding on the bidders without any further act or deed on BSTBPC part. In the event of any amendment, BSTBPC reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

2.5 Cost of the RFP Document

The cost of the tender document is Rs 5900/-

The RFP document can be downloaded from the website <https://eproc2.bihar.gov.in/EPKV2Web> or www.bstbpoc.gov.in.

The proposal without the cost of RFP document will not be considered for technical evaluation.

2.6 Site Visit (s)

The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder. No site visit (s) shall be scheduled after the prescribed date for submission of bids.

2.7 Scope of Proposal

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

2.8 Number of Proposals

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

2.9 Language of Bid

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

2.10 Conflict of Interest

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

2.11 Validity of Proposals

For the purpose of placing the order, the Bids shall remain valid for at least 120 days after the date of bid opening.

A bid valid for a shorter period may be rejected by BSTBPC as being non-responsive.

During the period of validity of Bids, the quoted rates shall not change.

In exceptional circumstances, BSTBPC may ask for extension of the period of validity and such a request shall be binding on the bidder(s).

BSTBPC request and the response to such a request by various bidders shall be in writing.

A bidder agreeing to such an extension will not be permitted to increase its rates.

2.12 Right to accept Proposal

BSTBPC reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder of the grounds for such decision. Bids submitted after the deadline for submission prescribed by BSTBPC will not be considered.

2.13 Modifications / Withdrawal

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

2.14 Fraud & Corruption

The bidder participating in the bidding must observe the highest standards of ethics during the performance and execution of such contract in pursuit (pursuance) of the policy of BSTBPC.

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of BSTBPC official by any personnel of bidder in procurement process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to the detriment of BSTBPC and includes collusive practices among the bidders (prior to or after Proposal submission) designed to establish bids at artificially high or non-competitive levels and to deprive the BSTBPC of the benefits of free and open competition;

“Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was given by the BSTBPC.

“Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

BSTBPC will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, unfair trade practices or coercive practices.

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

2.15 Amendments & Clarification

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

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

2.16 Rejection of Bid



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

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

2.17 Acknowledgement by the Bidder

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

1. Made a complete and careful examination of the RFP
2. Received all relevant information requested from BSTBPC. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of BSTBPC or relating to any of the matters stated in the RFP Document
3. Acknowledged that it does not have a conflict of Interest
4. Agreed to be bound by the undertaking provided by it under and in terms " BSTBPC shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the BSTBPC".

2.18 Forfeiture of EMD

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

- a. If the vendor withdraws the tender before the expiry of the validity period
- b. If the vendor violates any of the provisions of the terms and conditions of the tender
- c. In the case of a successful vendor fails to (a) accept award of work, (b) sign the contract agreement with BSTBPC after acceptance of communication on placement of award.
- d. Fails to furnish performance security, or the vendor violates any of such important conditions of this tender document or indulges in any such activities as would jeopardize the interest of BSTBPC in timely finalization of this tender.

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

2.19 Extension of Period of Validity

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

2.20 Validation of Interlineations in Bid

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

2.21 Announcement of Bids and Clarification

The name of Bidder, bid prices, total amount of each Bid, discount, etc. shall be announced at the Commercial Bid opening. To assist in the evaluation, comparison and an examination of bids, BSTBPC may, at its sole discretion, ask the Bidder for a clarification of its bid

including breakdown of unit rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, BSTBPC reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

2.22 Completeness of Bids

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

2.23 Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

If there is a discrepancy between the rates in words and figures, the rate in words will govern.

If the supplier does not accept the correction of errors, his bid will be rejected & EMD may be forfeited.

2.24 Notification to Bidder

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

2.25 Signing of agreement

Pursuant to the Bidder acknowledging the Letter of Acceptance, the Bidder and BSTBPC, shall promptly and in no event later than 15 working days from the date of acknowledgement of the Letter of Acceptance, sign the Contract. This shall be subject to the furnishing of the Performance Guarantee. BSTBPC shall have the right and authority to negotiate certain terms with the successful Bidder before signing of the Contract. The signing of the Contract shall amount to award of the Contract and the Bidder shall initiate the execution of the work as specified in the Contract.

2.26 Expenses for the Contract and failure to abide by the contract

All incidental expenses of the execution of the Contract shall be borne solely by the successful Bidder and such amount shall not be refunded to the successful Bidder by the BSTBPC. The conditions stipulated in the Contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the Contract without prejudice to the rights of BSTBPC, with such penalties as specified in the Bid Document and the Contract.

2.27 Period for Furnishing Performance Guarantee

Within fifteen (15) working days of the receipt of the acknowledgment of the Letter of Acceptance from BSTBPC, the successful Bidder shall furnish a Performance Guarantee for an amount equivalent to 5% of the Contract Cost in accordance with the conditions of the Contract, in the form of a Bank Guarantee / Bank Draft / Pay Order from a scheduled bank drawn in favor of Managing Director BSTBPC payable at Patna. If such Performance Guarantee is in the form of a Bank Guarantee, then such Bank Guarantee shall be in a form acceptable to the BSTBPC.

2.28 Annulment of Award

Failure of the successful Bidder to comply with pre-qualification criteria, evaluation criteria and other terms and conditions set out in the Tender Document shall constitute sufficient ground for the annulment of the award of Contract and forfeiture of the EMD, in which event BSTBPC, may make the award to the next lowest evaluated Bidder or call for new bids.

2.29 Disqualifications

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

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

2.30 Contract Duration

Post development and successful implementation of the CSCP, the contract duration for Software technical operation shall be for 5 years. However BSTBPC may at its sole discretion may extend the contract period as per need and mutually agreed by both the parties.



3.1 Bidding Procedure, Evaluation and Scope of work

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

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

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

3.2 Preliminary Scrutiny

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



3.3 Eligibility Criteria

Sl No.	Basic requirement	Specific requirements	Documents required
1	Legal Entity	The Bidder should be an established entity under Companies Act, 1956/2013, or Partnership Act 1932, or Indian Societies Registration Act 1860 or Indian Trust Act 1882, or Limited Liability Partnership Act 2008 or a Proprietorship firm.	For Company Act - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 along with copies of Memorandum of Association (MoA) and Articles of Association (AoA) For Partnership Firm - Copy of the Partnership deed. For Limited Liability Partnership (LLP) Firm - Copy of the Certificate of Incorporation issued by the Registrar of Firms under Limited Liability Partnership Act 2008. For Society/Trust – Copy of Act 1860 or Indian Trusts Act 1882. For Proprietorship firm –A proprietorship firm shall provide Proof of proprietorship in terms of MSME Certificate or Firm Registration Certificate/License.
		The Bidder should be registered with the GST department and carry a valid PAN and GST Number.	Provide self-attested Copy of PAN and GST Registration Number.
2	Average Annual turnover	The bidder must have an Average Annual turnover of Rs. 10(Ten) lakh from IT/ICT only in any three Financial years during previous five financial years (FY: 2021-22, 2020-21, 2019-20, 2018-19 and 2017-18).	Certificate from Statutory auditor with Membership number and UDIN Number. Please refer Annexure-II
3	Technical capability	The bidder must have successfully completed / currently implementing at least two project in Software development, Implementation and support engagement(s) in any Govt. (Central/state or PSUs/ Private Institutions in last 5 years.	Work Order & Project Completion Certificate / Satisfactory Performance Certificate from client or work Order supported by Payment Certificate issued by Chartered Accountant
4	Non Blacklisting	The bidder must not be Blacklisted / banned / debarred /convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason in IT / ITES related work., as on date of submission (upload) of online bidding document.	Affidavit sworn before Public Notary/Executive Magistrate. Please refer Annexure-III

3.4 Technical Evaluation Criteria

The mode of evaluation shall be Quality and Cost Based Selection (QCBS)

The evaluation Criteria is elaborated as hereunder:-

Sl No.	Criteria	Basis of Evaluation	Maximum Marks	Documents required
I	Average Annual Turnover	The bidder must have an annual average turnover of Rs. 10 lakh from IT/ICT only in any three years during the last Five financial years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). i. Less than 10 lakh=0 marks ii. From 10 lakhs to 15 lakh =10 Marks iii. From 15.1 lakhs to 20 lakh =20 Marks iv. From 20.1 lakhs and above =30 Marks	30	Extracts from the audited balance sheet and profit and turnover certificate clearly mention & loss CA Certificate with CA's Registration Number/ Seal and UDIN Number, Annexure-II
II	Industry Specific Capabilities	The bidder must have successfully completed / currently implementing the following numbers of projects of Software development, Implementation and support engagement(s) in any Govt. (Central and/or Indian State) or PSU Govt. (Central/state or PSUs/ Private Institutions- 01 projects: 10 marks 02 projects - 20 projects 03 projects or above: 30 marks	30	Work Order & Project Completion Certificate / Satisfactory Performance Certificate from client/Payment receipt copy
		Bidder should have experience of completed applications/ implementing design, development, and implementation project in Supply Chain management in any State/Central Government /PSU/autonomous bodies in India in last 5 years. 01 projects: 10 marks	10	Work Order & Project Completion Certificate / Satisfactory Performance Certificate from client/Payment receipt copy
III	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on presentation	30	Through PPT
Total			100	

Minimum qualifying mark for opening of commercial bid is 70% (70 out of 100). Financial bid of those bidders only will be opened who are technically qualified in the technical evaluation. All other commercial bids will be ignored. Final selection will be based upon Quality cum Cost Based Selection (QCBS) method.

Score Normalization:

The Technical score Financial Score ratio shall be 70:30.

The absolute evaluation mark will be calculated as follows;

Normalized Technical Score (STech): $\frac{\text{Mark Secured by the Bidder} \times 70}{\text{Highest Scored obtained by any Bidder}}$

Normalized Financial Score (Sfin): $\frac{\text{Lowest price quoted by any bidder} \times 30}{\text{Price quoted by the Bidder}}$

Final Score (SFinal) will be calculated as follows

SFinal = STech + SFin

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

3.5 SCOPE OF WORKS:

1. BSTBPCL is embarking on the implementation of a comprehensive, integrated software system to address the needs of all its major functions of SSA. System shall have to be implemented at BSTBPCL Premises and concerned entities for all the modules forming part of the scope.
2. **SOP for printing and distribution of SSA Books**
 - (a) The BSTBPCL is inviting this open tender enquiry for the deployment of SSA solution-based application for Computerised Supply Chain Portal. The tender is also for the supply of the necessary modules of Software. To understand the supply chain process, an illustration is given as hereunder:

"BSTBPC shall issue Work Order to the printer. The SSA books shall be printed by all respective printers. After printing the books, the printer would be required to make separate set of text books. For transporting purposes to the destination point's equal number of class wise book set containing textbooks shall be packed in a bundle and the said bundles will be packed in plastic chat bag by bag closer machine. The Class wise Book set will be received at the final destination points (Concerned Block HQ/Block Resource Centres) by the Authorised Persons of the Education Department. Subsequently District wise Invoice will be raised by the printer. The invoice shall be raised only after satisfactory completion of whole of the assignment of a particular district.
 - (b) The invoice shall be generated by the CSCP portal and will also be supported with computer generated Delivery Challans which in turn be duly signed by concerned Block Education Officer or his authorized officer. Computerized supply chain portal shall be made accessible to the printers and BRCs as well. The computerized challan shall be generated by the printer through the portal and same challan to be counter verified at BRC end after delivery of consignment. The scanned copy of counter verified challan by BRC to be uploaded on the portal confirming to completion of Supply & delivery chain cycle".
 - (c) In view of the above, a Software Requirements Specification (SRS) is to be first prepared. Scope of work is a broad outline of the business processes and the components that need to be computerized. The chosen vendor will have to make a detailed study of the organizations by going through available documents and by interacting BSTBPC employees and the printers to prepare the SRS. Further the system Implementation partner shall specify computing and networking needs and assist SSA in sizing the Hardware and communication for system implementation as part of the SRS.

B. Following flow-chart, enlisting the major activities of various sections and responsibilities of various personnel, have been listed as follows:

1. Analytical Web Dashboard

- Facility to look at all the parameters in monitoring and application for all features at district level (having drill down to district, block BRC)
- Facility to look at all the parameters in monitoring and application for all features at printers level.
- Analytical reports on each indicator with ability to drill down, filter, download regional break ups and view time series comparison.
- Facility to create a leader board for all schools in the State, District & Block.

2. Book Section

- a. Maintaining the Stock Keeping of Books at the designated places considering the existing stock.
- b. Managing daily movement of Books from the printers and other location/Godowns.
- c. Incoming Stocks from Printers.
- d. Dispatch to District, Block, or any other related section.
- e. Book quality Rating Entry.
- f. Developing records of transactions with daily updates at HQ, District & Block level.

3. Printer Section

- a. Generation of Work Order
- b. Providing a Work Progress Analytics Dashboard.
- c. Operational section for feeding challan.
- d. Providing List of challans.
- e. Providing panel for updating challan status till delivery of books.
- f. Providing detail reporting and analytical section.
- g. Providing panel for adding master data of Transporter and Driver.

4. Block Section

- a. Providing a Work Progress Analytics Dashboard.
- b. Providing List of challans.
- c. Providing a panel for updating challan status after delivery of books(OTP enabled).
- d. Providing a panel for updating quantity of books received.
- e. Providing a panel for Uploading challan photo/ scan copy.
- f. Providing a panel for Uploading photo of vehicle, driver and Block Representative in a single frame.

5. SSA Section

- a. Maintaining the Stock of Books received from Printers and dispatched at various location of Block Office.
- b. Providing Control Panel to all the Printers, District Officer, Block Officer and HQ officers for feeding, generating and uploading Challans related information. Information of Books Dispatched and Received up to block using Application Software.
- c. Managing daily movement of Books From printers and other location/Godowns.
- d. Real Time Notification to the HQ and authorities through SMS, Email and Other Medium.
- e. All reports related For Books, Sections and Work Progress. It may be added time to time as per required.
- f. Tracking of Bill received and Payments made to the Printers.

6. User Management Module

- User Creation and Role assignment module for State, District & Block level officials.



7. Notifications Module

- Notification facility to communicate with BEO.
- Notification facility to communicate with DPO/DEO.

8. Support Module

- Facility to raise tickets for any administrative issues with resolution mechanism
- Facility to raise technical issues
- Deputation of Two Person at HQ to ensure smooth and ambiguous free Data Entry from different location.

9. Master data Management Module

- Managing master data of State, District, Blocks & Schools.
- Managing school profile details.
- Feeding Master Data of allotment of books by the various Printers.
- Maintaining records of Medium, Class, Book, State, District, Block and School wise.

User Management

Creation of authorized user

Role and right based access for different users of the system.

Every users of the system will be assigned with a unique user ID and password.

Super administrator set access permission and group for different users.

Assigning of roles and responsibilities to the authorized user

Office Management

Location, office and sub ordinate office should be managed

System should have provision which differentiates access to information by providing users with only 'view' rights/ both 'add & view' and the rest with 'manage' rights.

Add/Delete/Modify Location

Add/Delete/Modify office

Add/Delete/Modify sub ordinate

Login Management

User wise login and password should be assigned

The application should be enabled with certain features like: Forgot Password and Change password

Notification Management

Email, SMS and Dashboard Notification should be enabled in the system and can be accessed by the authorized concern user.

Notification time should be fixed by the system application along with the number of days, time, week, etc.

Pendency can be monitor through the notification.

Mobile Application

Mobile App will be developed with limited functionalities in Android based platform. The app will provide a dashboard to do the below:

View Despatch Correspondence

View Receive Correspondence

Electronic Space

Printing Section Module

This module will essentially cater to the needs of printing section of BSTBPC. This module consists of various sub-modules, and the salient features and functionalities of the sub-modules shall be as described below:

Printer's profile

List of Various Parameters to be captured in this module are:

Name of the Printer (Text)

Address of the printer (Text)

Contact No. (Numeric)

Email Id (Text)

Year of Association with Corporation

Agreement with the Corporation (puff file)

Type of Printers (List)

No.s of printers available for each type (Numeric)

Delivery Module

This module shall be used at the time of taking delivery from the printer at the designated warehouse of the Depot. This module shall display the detailed Serial No.s of books received at the Depot, and shall automatically update the same in the Project Management Module. This shall also be able to display the 10% counting report, 100% counting reports, generated by the Printers/Depots, after the inspection of the received books. Once such receipts are received from the Depots (through the system), this shall automatically show that the printer is eligible for running bill payment/ final bill payment.

List of Various Parameters to be captured in this module are:

Name of the printer

Date of Delivery

Title of the book received

Serial No.s of books received

Printer Billing Management

The printers submit two types of bills to the Corporation: Running bills and Final bill. The bills are generated on the request of printers, after the counting reports are received from the BRC for the received books. This module is envisaged to capture the performance details of the printer from Project Management Module and generate the Delivery Challan at a click of a button. The links for viewing and printing associated proofs, which are required to process the bill by Accounts Department, shall be provided at the bill display screen. The provision of printing the bill only, printing the bill with all relevant documentary evidences shall be present in the system. The bill generated and approved by the printing section goes to the Accounts section through Comprehensive Billing Module for further processing.

List of Various Parameters to be captured in this module are:

Type of Bill (List)

Date of Bill

Job Code

Delivery Date

Delivery Percentage

Delivery Challan

Counting Status

Previous Bills

Penalties

Bill Approval Status

Bill Payment Status

Distribution Section Module

This module will essentially cater to the needs of distribution section of the Corporation. This module consists of various sub-modules, and the salient features and functionalities of the sub-modules shall be as described below.

Printer Module

This module will essentially cater to the needs of the printers. The login to the printer module is made through the username and password created by the Printing section through Printer's profile module. The printer can see its profile in the view-only mode. This module consists of various sub-modules, and the salient features and functionalities of the sub-modules shall be as described below.

Printer Dispatch Module

The printer, on despatching the material through the appropriate vehicle, shall be able to enter the following details into this module – Date of Despatch, the vehicle number through which the books are despatched, the bundle numbers of the books despatched. The printer shall be able to generate the despatch receipt for every bundle through this module, which shall contain the details of despatch. This delivery challan shall be printed in three copies. All three copy shall be sent through the transporter, one copy shall be with Block, another at District level and third copy duly signed and received by Block to be produced with tax invoice.

List of Various Parameters to be captured in this module are:

Job Code

Vehicle number through which the order is despatched

Quantities dispatched

Date of Dispatch

Generate Delivery Challan

Printer Daily Reporting Module

This module provides the facility to the printer to update the daily progress status, which is directly sent to TBC through Project Management Module. This should capture various parameters such as the no. of books printed, amount of paper utilised etc., as may be specified by the Printing section.

Web Portal

The web Portal should be interactive and user-friendly website, which shall have following features:

User Management

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

The system should be designed in such a way where the concerned officer should be able to see and access the data of their area only. However the Reporting officer of the concerned officer should be able to see the data of all the line officers and offices.

Non-Functional

Source code

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



Major Components of Proposed Project

The major components of the proposed project are as below
Software Deployment, Installation

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

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

Warranty

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

Security Audit

Bidder will perform the following tasks for website and the web application security to analyze and review the website/application security through a Cert-In empanelled agency. The Cert-In empanelled agency will have to carry out Functional Test, Load Test along with assessment of the vulnerabilities, threats and risks that exist in the developed Application.

The scope of the proposed audit tasks is to check various web attacks. The various Checks /attacks /vulnerabilities should cover the following or any type of attacks, which are vulnerable to the Web-application.

Vulnerabilities to SQL Injections

Application Security Audit

Penetration Testing (both manual and automatic)

Configuration Testing

Database Server Controls

Network security

Patch assistance

Directory Traversal

Authentication hacking/attacks

Password strength on authentication pages

Scan Java Script for security vulnerabilities

File inclusion attacks

Exploitable hacking vulnerable

Web server information security

Cross site scripting

HTTP Injection

Phishing a website

Buffer Overflows, Invalid inputs, insecure storage, etc

Any other attacks, which are vulnerability to the website and web applications

Issuance of Certificate after compliances of all vulnerability

Project Approach

Deliverables

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

System requirement and Specifications

Screen Interfaces

Formats of Screen and Print reports

Demonstration and approval of the Prototype

Development and Coding

Training Plan

User Manual Operations and Maintenance (O&M) Manual

System Deployment

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

Implementing & User Acceptance Testing

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

Maintenance & Handholding

The vendor shall take the responsibility to maintain software for a period of at least one year from the date of roll out.

Capacity Building Training

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

Selection of participants

Preparation of training modules

Identification of resource person

Logistical arrangement for smooth conduct of the trainings

Training Manual & Operational Guidelines

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

Monitoring & Evaluation

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

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

Implementation/Admin tool should enable all end user to log in issue and seek support from the help desk. As a security procedure, only Implementation/Admin tool shall be the

window for 24/7 support to resolve product related issue resolution activities by the software vendor.

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

System Security

The passwords and security codes are maintained in the system.

Provides security & controls to prevent unauthorized access to databases, maintain database process controls, and log all database transactions.

Provides security to limit availability to application software screens, data elements, and the contents of data elements where appropriate

Provides encryption technology

Provides database level security

Provides application level security

The software needs to have right up to individual functionalities (screens and buttons for add, update, delete, view)

The software has security features based on data hierarchy

Processing & Remote Access

Avoids duplication in Data

Able to operate in a multi-user environment with record locking to maintain the integrity of the data across all modules

Simultaneous processing should be available for most functions.

Provides edit controls to prevent incomplete or incorrect data from being processed, and programmatic control of the process flow to prevent information from being processed in the wrong sequence.

Provides end-users with the ability to enter and manipulate data in an on-line interactive mode

All updates are processed in real time. i.e., they are immediately available throughout the system.

Access Control Features

Provides role based authorization in approval mechanisms and escalation procedures.

Able to assign a user with multiple roles

Provides role based access control

Able to assign access control at Administrator level

Able to delegate authority by certain end user groups

User Interface

Application should have consistent look and feel across software applications

Consistent and logical navigation flow and tool-tip information wherever relevant

Uses standard GUI features (e.g., drop-down menus, dialog boxes, toolbar buttons)

Data formats are consistent throughout application windows

Menu options can be accessed via keyboard commands and/or arrow keys. Mouse-only access to options should be avoided

Controls on page must respond properly to Tab order and hot-keys (alt-keys)

Interface recovers gracefully from anticipated user errors (e.g., invalid input)

Information and error messages are useful, accurate, and correctly spelled

Unnecessary warnings do not appear

Database

Uses an integrated database transcending functional areas

Operates from a single data element dictionary addressing the entire system, with common update and query capability for all the users from different locations

The dictionary is an integral component of the data access capabilities, including the definition of both data attributes and values

System uses a centralized database

General Reporting

All modules of the solution comprise of comprehensive reporting facilities with standard reports that conform to the best practices and benchmarks of related functional area

Dynamic and interactive reporting using prompts to allow end users to select filter conditions to be used at run-time

Each report header/footer includes in minimum the title:

Organization name

Report name

Login user details (created by)

The report date & time

Each criteria entered to generate the report

Page numbers

Able to run the reports in a browser based environment

Offers ad-hoc Analysis allowing end users to create additional reports based on existing attributes and metrics or create new ones to address specific reporting needs

Able to seamlessly export data into Microsoft Excel or MS word for further analysis and extended reporting

Able carry out multiple sorting and apply extensive selection criteria

Able to provide details/summarized reports and cross analysis of each module and sub module of the solution

Each report offers category totals and grand total figure wherever applicable/specified

Able to print report at any stage before final closing

Modularity

The system should be modular in design

New application components can be integrated with the system to accommodate a phased implementation and take advantage of new technological advances

Once implemented, the system must be able to easily expand to include new capabilities without negatively impacting previously implemented functionality

Proposed software should not disturb the customization done specifically for BSTBPC, during upgrade to higher release or implementation of additional packs. Software vendor should provide additional functionalities not necessarily through next higher release, but as additional packs. BSTBPC, will exercise the right of implementing only the relevant packs or functionalities.

Administrative Tools

Includes administrative tools to monitor utilization, trace database access chains, optimize schema and sub-schema definitions, and optimize file placement and layout

Permits system audits to determine who has used the system recently and what changes have been made

Keeps a daily transaction journal for recovery purposes should that become necessary

Statistics should be available on database access rates (both update and query) by program, terminal, ID, and by time of day



User Training

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

Documentation

Specific elements of documentation that must be available with the system include:
User Manuals (both soft and hard copy)

Implementation

This will cover the following activities:

Preparing a Detailed Implementation Plan in consultation with BSTBPC,
Carrying out the final testing of the configured solution and obtaining various signoffs.
Documentation of the testing procedures and results obtained
Transferring the duly-tested configuration to the production environment
Installation of the software and handing over of Final Source-Code to BSTBPC,
Data upload with due validation and checklists
Assistance in clearing the initial transactions
Development of the necessary MIS Reports
Implementation of necessary access security and data validation controls
Necessary User / Technical Manuals

Full support at BSTBPC, for a period of 60 months after the complete roll-out
Application Change Request

The process of customisation may come as an enhancement to the CSCP modules. Users may suggest changes that in reality are functional enhancements to the system. The policy decisions of BSTBPC from time to time followed by executive instructions for strengthening the monitoring mechanism are needed for continuous enhancement and value addition to the existing system.

The following activities will be addressed under Change Request Component

- All planned changes to the application, especially minor enhancements and changes in BSTBPC Application functionality, shall be coordinated within established change control processes.
- Any changes in the Workflow or Core application framework
- Any new integration with the other system

Manpower

Two Manpower shall be required for effective technical support and report generation for each and every stake holders. The details of the manpower shall be following:-

1. One no. Data Base Administrator: BSC(IT)/BSC(Stats) or BCA with minimum 5 years of experience in data administration/data analysis.
2. One no. Jr software developer: BSC(IT) or BCA with minimum 3 years of experience in software development and maintenance.

The deployment of above manpower shall be for maximum 60 months.

Technical Bid

The Technical Bids of those bidders will be opened, which are successful in eligibility criteria. The following documents shall be uploaded on the EPROC Portal.

- (a) Technical bid letter in the company letter head as per Annexure-I
- (b) Annexure-II in support of turnover.
- (c) Annexure-III in support of affidavit of non-blacklisting.
- (d) Annexure-IV in support of Work Experience details
- (e) Annexure-V in support of bidder's information
- (f) Proposed Methodology, Time Line, Implementation Plan, etc(PPT document)
- (g) Work Order along with Work completion Certificates or statement of payment receipts against the work experience
- (h) Scanned Copy of EMD/ Affidavit. Original Copy of BG/DD in case of EMD and affidavit to be submitted in BSTBPC office on the assigned date or before the assigned date.
- (i) Eligibility Documents or any other relevant documents related to Technical bid

Commercial Bid

The Commercial Bids will be opened on EPROC Portal and date and time to be communicated to all the technically qualified Bidders through EPROC Portal. The Commercial Bids of Only those bidders will be opened, which are successful in Technical Bid.

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

Intellectual Property Rights

No services covered under the contract shall be sold or disposed by the bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The bidder shall indemnify the BSTBPC, from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the bidder, BSTBPC, shall be defended in the defense of any proceedings which may be brought in that connection.

Assignment

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

Timeline

Component	Delivery Schedule
Date of Signing of Agreement	T0
SRS Submission, Demonstration and Approval of Prototype	T1 = T0+ 7 days
Go live	T2 = T1 + 3 days
Completion of training	T3= T2+7 days
Security audit report	T4=T3+ 3 days
Annual Maintenance	T6=T5+ 60 Months

Payment Schedule

All payments will be made in Indian Rupee Only.

The payment would be made as per the following table on submission of invoice by the bidder to the Managing Director, BSTBPC. Payment would be released within two weeks of receipt of invoice.

Component	Payment Terms
SRS Submission	15 % of software development cost
Demonstration and Approval of Prototype	50% of Software Development Cost
Go live	15% of software development cost
Completion of training	10% of software development cost
Security audit report	10 % of software development cost
AMC Cost	Quarterly Payment as per the Financial Bid

The bidder shall submit the requisite deliverables as specified under this tender to the Managing Director, BSTBPC. The payment will be released after getting satisfactory report from BSTBPC.

Suspension

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

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

Termination

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

Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.

Termination for Convenience in whole or in part thereof, at any time BSTBPC, reserves the right to elect:

To have any portion completed at the work order and /or the Work Order terms and prices; and /or

To cancel the remainder and pay to the agency an agreed amount for partially completed Services.

Termination for Insolvency if the bidder becomes bankrupt or otherwise insolvent.

Taxes and Duties

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

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of Patna, Bihar. In case of any dispute or difference arising out of or in relation to this agreement, same will be referred to arbitration of an Arbitrator (other than the employee of the BSTBPC) to be

appointed by the BSTBPC and whose decision shall be final and binding upon the bidder. The arbitration will be governed by Arbitration & Conciliation Act '1996.

Notice

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

Limitations of Liabilities

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

Any other liability which by law either party cannot exclude.

This does not in any way confer greater rights than what either party would otherwise have at law

The contract does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to BSTBPC, or any other organizations

Notwithstanding anything to the contrary contained in this contract, in no event will the bidder be liable to BSTBPC, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective project provided that this limitation shall not apply to any obligation of bidder to indemnify to BSTBPC, Government of Bihar with respect to intellectual property right infringement.

No action regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has accrued

Progress of the Project

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

Miscellaneous


The end product of the work assignment carried out by the bidder in any form, will be the sole property of BSTBPC.

In the event the bidder's company or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with BSTBPC, should be passed on the compliance by the new company new division in the negotiation for their transfer.

Penalty

The bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The bidder shall always act in respect of any matter relating to this contract as faithful advisor to the Agency. Should the Agency fail to develop and implement the Software application within the period prescribed in the contract agreement for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed service for each week of delay up to the extent of 10% of the overall contract value.

Indemnity



The successful bidder shall indemnify, protect and save BSTBPC against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

Sub-Contracting

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

Contract Termination

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

Termination for default for failing to perform obligations under the contract or if the quality is not up to the specification or in the event of non-adherence to time schedule or for any other valid reason.

In case the contract is terminated for the default or failure on the part of the bidder, then the Agency shall have the right to get the work done at the risk & cost of the bidder. Any additional expense in this regard shall be borne by the bidder.

Without prejudice to any of its other rights, the agency reserves the right to terminate the contract at any phase of the work by giving 15 days' notice without assigning any reason thereof.

Exit Management

Purpose

This Exit management sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation, Operation and Management SLA.

In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management

Transfer of Assets

In case of contract being terminated by BSTBPC, the agency/SI will handover the project source code, database along with earlier submitted deliverables to BSTBPC, which will be due till time of termination of the contract.

Cooperation and Provision of Information

During the exit management period:

The System Integrator will allow the BSTBPC or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;

promptly on reasonable request by BSTBPC, the SI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the System Integrator or sub-contractors appointed by the System Integrator). BSTBPC shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The System Integrator shall permit BSTBPC or its nominated agencies to have reasonable access to

understand the methods of delivery of the services employed by the SI and to assist appropriate knowledge transfer.

Exit Management Plan

The System Integrator shall provide the Purchaser or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.

A detailed program of the transfer process that could be used in conjunction with a Replacement System Integrator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;

Plans for the communication with such of the System Integrator's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;

Plans for provision of contingent support to Purchaser, and Replacement System Integrator for a period of 15 days after transfer.

The terms of payment as stated in the Terms of Payment Schedule include the costs of the System Integrator complying with its obligations under this Schedule.

In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.

Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Agreement.



Annexure

Annexure I- Technical Bid Template

Form 1: Letter for Proposal

To,
The Managing Director
BSTBPC, Pathya Pustak Bhawan,
BudhMarg,
Patna-800 001, Bihar
Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the Bihar State Education Infrastructure Development Corporation Limited on <Name of the Assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid in digital form.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <120> days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:



Annexure-II:

Format for Statutory Auditor's Certificate for Financial Capability of the bidder

We have verified the Annual Accounts and other relevant records of M/s--- (Name of the bidder) and certify the following:-

	Particulars	In Rs.					Total
		2017-18	2018-19	2019-20	2020-21	2021-22	
	Annual Turnover exclusively related to printing works only.						

(Note: Any Three FYs shall be considered for the purpose of evaluation of eligibility criteria)

Signature and Seal of Statutory Auditor

Name Membership No

Address

UDIN No. & Date

Instructions:

For the purpose of this Certification:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non responsive.
3. A certificate from the Statutory Auditor should be provided as supporting document certifying the Qualification Statement submitted by the Bidder.
4. Turnover and net worth of the bidder shall be certified by his statutory auditor who should mention his name, address and membership number. Turnover certificate shall be based on the audited accounts of the bidders, or based on the returns filed with the tax authority.

Affidavit

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Partner(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100)

I, M/s....., (the names and addresses of the agency and registered office) hereby certify and confirm that our organization or any of our promoter(s) / director(s)/partners/ proprietor/ Officials of Trust/Society are not blacklisted/debarred/convicted by any court of law for any criminal or civil offences/declared ineligible by BSTBPC Ltd or by any other entity of Central or State government or their undertakings or any local self-government body for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on date of submission of online bidding document.

We further to confirm that we are aware of the fact as, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited or will be recovered without further intimation.

Dated this.....Day of....., 2022

Name of the Bidder/agency:

Signature of the Authorized Person:

Name of the Authorized Person:



Annexure-IV: Firm/Agency's Experience

Project Name:

Assignment Name:	
Country:	
Location within Country:	
Name of Client:	
Address of Client:	
Telephone number:	
Start Date (Month/Year):	
Name of Associated Consultants, If Any:	
Approx. value of the contract:	
Duration of assignment (months):	
Total number of staffs	
Approx. value of the services provided by your firm:	
Completion Date (Month/Year):	

*(Certificate from Employer regarding experience should be furnished)

Use separate sheet for each Eligible Project.

Firm's Name:

Signature of Authorized Representative:



Annexure-V: Particular of Bidders (On bidder's letterhead)

Sl No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for GST	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
9	Undertaking /Affidavit to be submitted on Rs. 1000 Stamp	
10	Earnest Money Deposit	
11	Tender Fee	
12	Tender processing Fee	



Annexure 2: Financial Proposal Template

Form 5: Financial Proposal

A : Capital Expenditure

Sl.No	Modules	Rate [Exclusive of GST]
1	Design , Develop and Implementation of CSCP modules as mentioned in the scope of work for SSA computerization of Bihar State Text Book Publishing Corporation	
Sub Total		
Applicable GST %*		%
Applicable GST INR		
Total [In figures]		
Total In Words		

*GST will be payable as per the prevailing rates at the time of submission of Invoices.

B: Operational Expenditure

Sl No	Modules	Unit Rate / Quarter [Exclusive of GST]	No. of Quarter	Total Cost
1	Annual Maintenance Cost for all modules for each Quarter		20	
Sub Total				
Applicable GST %				%
Applicable GST INR				
Total [In figures]				
Total In Words				

68