

Request for Proposal
For
Provisioning of Technical Manpower to develop &
maintain software,
Database Management and Call Center Services
For the office of Chief Electoral Officer, Bihar



Tender Notice No: BSEDC/5511/16
Bihar State Electronics Development Corporation Limited
(A Government of Bihar Undertaking)



BELTRON BHAWAN, SHASHTRI NAGAR, PATNA, BIHAR PIN CODE-800023
Tel No:- 0612-2281857, 0612-2281242 Fax No: - 0612-2281857
E-mail: sanjivani.bsedc@gmail.com
Web Site: - www.beltron.in

IMPORTANT INFORMATION

Event	Target Date
Tender Processing Fee (TPF) (Non-Refundable)	Rs. 5750/- (Inclusive of Service Tax @ 14% + 0.05% + 0.05%) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
Tender Fee / Cost of BOQ (Non-Refundable)	Rs.10,000/- to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
Earnest Money Deposit (EMD)	Rs.5,00,000/- (Five lakhs)to be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date.”
Request &Sale of Tender Document Date and Time	5/09/16 from 11:00 am
Request for e-Forms through www.eproc.bihar.gov.in	19/09/16
Last date to submit queries for clarifications on the Tender Document	12/09/16 till 4:00 pm
Date and Time for Pre- Bid Conference	13/09/16 at 1:00 pm
Last Date and Time of submission of Tender	30/09/16 till 6:00 pm
Technical Bid Opening Date and Time	3/10/16 at 12:30 pm
Financial Bid Opening Date and Time	To be communicated

1. Introduction

India is a Socialist, Secular, Democratic Republic and the largest democracy in the World. The modern Indian nation state came into existence on 15th of August 1947. Since then free and fair elections have been held at regular intervals as per the principles enshrined in the Constitution, Electoral Laws and System. The Constitution of India has vested in the Election Commission of India the superintendence, direction and control of the entire process for conduct of elections to Parliament and Legislature of every State and to the offices of President and Vice-President of India.

Election Commission of India is a permanent Constitutional Body. The Election Commission was established in accordance with the Constitution on 25th January 1950. The Commission celebrated its Golden Jubilee in 2001. The Commission has a separate Secretariat at New Delhi, consisting of about 300 officials, in a hierarchical set up. Two or three Deputy Election Commissioners and Director Generals who are the senior most officers in the Secretariat assist the Commission. They are generally appointed from the national civil service of the country and are selected and appointed by the Commission with tenure. Directors, Principal Secretaries, and Secretaries, Under Secretaries and Deputy Directors support the Deputy Election Commissioners and Director Generals in turn. There is functional and territorial distribution of work in the Commission. The work is organised in Divisions, Branches and sections; each of the last mentioned units is in charge of a Section Officer. The main functional divisions are Planning, Judicial, Administration, Systematic Voters' Education and Electoral Participation, SVEEP, Information Systems, Media and Secretariat Co-ordination. The territorial work is distributed among separate units responsible for different Zones into which the 35 constituent States and Union Territories of the country are grouped for convenience of management.

At the state level, the election work is supervised, subject to overall superintendence, direction and control of the Commission, by the Chief Electoral Officer of the State, who is appointed by the Commission from amongst senior civil servants proposed by the concerned state government.

1.1. Notice Inviting Tender



Bihar State Electronics Development Corporation Ltd.

(A Government of Bihar Undertaking)

Beltron Bhawan, Shastri Nagar, Patna-800 023

Telephone No. 0612-2281857, 2281857 Fax No. 0612-2281857

Email - sanjivani.bsedc@gmail.com

Tender / NIT No. BSEDC/Tender NIT -5511 /16

Dated- 31/08/2016

E-Tender Notice

Provisioning of Technical Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar.

E- Tender in two bid system (General and commercial bid) are invited from any Company Registered under Indian company act 1956 or Central and State Government undertaking for providing qualified, skilled and experienced Technical Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar for 5 years.

For further details, please refer the tender document available on the website: **www.beltron.in** & **www.eproc.bihar.gov.in**.

Managing Director

2. Instructions to Bidders

2.1. Definitions

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

1. **“Affiliate”** shall mean any holding company or subsidiary company of a part to the Agreement or any company, which is subsidiary of such a holding company. The expressions "holding company" and “subsidiary company” shall have the meaning specified in section 4 of the Companies Act 1956 (as amended from time to time).
2. **“Agreement”** means the Agreement to be signed between the successful bidder and Chief Electoral Officer including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Authorised Representative”** shall mean any person authorised by either of the parties.
4. **“Bidder”** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder or system integrator or selected agency or service provider, and when used after award of the Contract shall mean the successful system integrator or selected agency or service provider with whom agreement will be signed for rendering of Provisioning of Technical **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar.**
5. **“Contract”** is used synonymously with Agreement.
6. **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value or influence the action of an official in the process of Contract execution.
7. **“Default Notice”** shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
8. **“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 system integrators (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BSEDC of the benefits of free and open competition.
9. **FMS** means Technology Facility Management Services to be provided by the bidder for existing call centre of election department Bihar.
10. **“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Bidder engaged in the same type of undertaking under the same or similar circumstances.

11. "**CEO**" shall stand for the Chief Electoral Officer.
12. "**Law**" shall mean any Act, notification, by 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.
13. "**LOI**" means issuing of Letter of Intent, which shall constitute the intention of the Tenderer to place the Purchase Order with the successful bidder.
14. "**Bidder or system integrator**" means the company providing the services under Agreement.
15. "**Party**" means Chief Electoral Officer or bidder, individually and "Parties" mean Chief Electoral Officer and bidder, collectively.
16. "**Period of Agreement**" means 5 years from the date of signing of the agreement for Technical **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar.**
17. "**Proposal**" means the General cum Technical Proposal and the Financial Proposal.
18. "**Request for Proposal (RFP)**", means the detailed notification seeking a set of solution(s), services(s), materials and/or any combination of them.
19. "**Requirements**" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the RFP.
20. "**Site**" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.
21. "**SLA**" means Service Level Agreement entered between BSEDC and the bidder for provision of services as per this RFP.
22. "**Service**" means provision of Contracted service viz., Providing Technical Manpower to develop & maintain software, database management and call centre for the office of Chief Electoral Officers, Bihar as per this RFP.
23. "**Termination Notice**" means the written notice of termination of the agreement issued by one Party to the other in terms hereof.

2.2. e-Procurement related instructions

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement 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.
4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
7. "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/NSC/KVP/BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date."

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

8. The tender opening will be done online only.
9. Any corrigendum or date extension notice will be given on the e-Procurement website only.
10. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank Of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at www.eproc.bihar.gov.in.

2.3. 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 through **www.eproc.bihar.gov.in** on or before XX/XX/2016 at 15:00Hrs.

2.4. Eligibility Criteria

For each category of pre-qualification criteria, the documentary evidence is to be produced duly certified digitally signed by authorised signatory of the Bidder(s). If the documentary proof is not enclosed for any/all criteria, the Tender is liable for rejection.

The bidder shall meet the following criteria for eligibility:

1. The bid shall be submitted by an individual organisation only.
2. The bidder shall be a company registered in India under companies act 1956 (supporting document i.e. Article of association / MOA to be submitted) or Central/ State Government undertaking.
3. The bidder must have company registration certificate and valid service tax registration certificate.
4. Bidder must have at least 5 years of experience in similar activities.
5. The bidder should have office in Bihar. In case bidder has no presence in Bihar, bidder shall furnish an undertaking that an office shall be opened in Bihar, within a month of selection as Successful Bidder.
6. Experience of handling minimum one crore record at one Data centre.
7. Bidder must have experience of implementation of at least one software oriented project.
8. SSI unit Exemption will not be considered.

A. General cum Technical Bid

A.1. Pre-qualification bid as per eligibility criteria specified

1. A letter on the bidder's letter-head,
 - i) Describing the pre-qualifying technical competence and experience of the bidder,
 - ii) Certifying that the period of validity of bid is 180 days from the last date of submission of bid, and
 - iii) Asserting that the bidder is quoting for all the items and services mentioned in the tender.
2. The profile of the bidder company.
3. The bid security in the form of e-payment/ Bank Guarantee / Demand draft issued by a Nationalized / Scheduled Bank, in favour of Bihar State Electronics Development Corporation Limited, payable at Patna.
4. Reference list of major clients (using Software/services similar to project requirement).
5. Power-of-attorney granting the person signing the bid the right to bind the bidder as the 'Constituted attorney of the Directorate'.
6. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.
7. Letter of Acceptance of the terms and conditions of the RFP. **Digitally signed copy of letter should be uploaded with the General cum Technical bid.**
8. Qualification and Deployment Schedule of the staff proposed for the project (Template provided with this RFP).
9. Proposed Manpower for specific allocation to project.
10. No deviation is allowed from tender terms (included all parts of RFP).

A.2. Technical bid

1. Bid particulars
2. Project support methodology, details of services offered
3. Qualification and Deployment Schedule of the proposed staff for the project
4. Proposed Project Plan and Team mobilisation Schedule
5. Software & database, Support and Maintenance.
6. Details of similar work, experience in handling of minimum one Crore record of sensitive nature by the tenderer, in Template provided, along with supporting documents like payment, work order, experience certificate etc.
7. Details of previous experience in development of critical software and efficient handing of data centre level activities by the tenderer in template provided.

B. Commercial / Cost bid

1. Bid letter

2. Bid particulars including priced Bid
3. Quarterly Guaranteed Payment

Bidders should enclose with their offers full details of all the services offered all documentation is required to be in English.

2.5. Pre-bid Conference (PBC)

1. Tenderer shall hold a pre-bid conference (PBC) after the sale of the RFP document as per schedule mentioned in this RFP. In this PBC, Tenderer would address the clarifications sought by the bidders with regard to the RFP document and the project. The bidders would be required to submit their queries to the Managing Director, Bihar State Electronics Development Corporation Limited in writing to be received at least 1 day prior to the PBC.
2. Queries not submitted within this deadline may not be taken up at the PBC. Queries should be submitted in the enclosed format
3. Tenderer reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

2.6. Cost of Bid Document

The cost of Bid document is Rs. 10,000.00 (Rs Ten thousand only). The document can be purchased from our e-procurement portal www.eproc.bihar.gov.in after making required payment through online mode.

2.7. Bid security i.e. Earnest Money Deposit (EMD)

1. The Bid security shall be in Indian rupees (INR) and shall be a Bank Guarantee /Demand Draft, issued by a nationalized / scheduled bank in India and shall be valid for at least 180 Days from the last date of submission of bid. No interest shall be payable on Bid Security under any circumstance.
2. The bidder shall furnish, as part of his bid, a bid security in the form of Bank Guarantee / Demand Draft of Rs. 5,00,000/- (Rupees Five Lakh Only). This can be paid through e-payment also.
3. Unsuccessful Bidder's Bid security shall be discharged or returned after the expiration of the period of Bid validity and requested by bidder, prescribed by BSEDC.
4. The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement and submission of PBG which would be 5% of the Total Cost of the project for 5 years.
5. The Bid security will be forfeited at the discretion of BSEDC on account of one or more of the following reasons:

- The Bidder withdraws their Bid during the period of bid validity.
 - Bidder does not respond to requests for clarification of their bid.
 - Bidder fails to co-operate in the Bid evaluation process.
6. In case of a successful Bidder, the Bid security will be forfeited at the discretion of BSEDC, if the said selected Bidder fails:
- to furnish PBG; or
 - to sign the Agreement in time

2.8. Cost of bidding

The bidder shall bear all the cost incurred for preparation and submission of the proposal including expenses of travel and lodging that may be required including collecting information from the institute and other communication required with the institute regardless of the outcome of the bidding process. In any case BSEDC/Department will not be responsible or liable for those costs.

2.9. Site Visit

It is the responsibility of the bidder to visit the offered sites at their own risk and cost for assessing the existing infrastructure and equipment before submitting their technical solution and offer to get a clear idea about the work. BSEDC/ Chief Electoral Officer will facilitate bidders to get access to the sites upon at least 5 working days prior intimation to BSEDC with copy to Chief Electoral Officer.

2.10. Bid Validity

All bids remain valid for a period of 180 days after the last date of submission of bid and BSEDC reserves the right to reject a bid valid shorter than 180 days considering as non-responsive without any correspondence. In special circumstances, BSEDC 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. However, a bidder may refuse the request for extension without forfeiting the EMD. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

2.11. Evaluation Criteria

BSEDC will evaluate the bids i.e. Pre-qualification, technical and commercial bids as per the following pattern.

- a) Conditional bids shall be summarily rejected.
- b) BSEDC will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- c) Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, their bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- d) The tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- e) Further, the scope of the evaluation committee also covers taking of any decision with regard to the RFP, execution of the project including management period.
- f) Bid document shall be evaluated as per the following steps.

- I. **Preliminary Examination of Pre-qualification documents:** The Prequalification document will be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed and whether

the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in the various sections of this RFP will be rejected and not included for further consideration.

II. Evaluation of Commercial Bids: Lowest Commercial Cost

The bid with the lowest commercial value (L1) will be considered as the successful bidder.

2.12. Right of Selection/Rejection – Waiver of Informalities or Irregularities

BSEDC reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Department. Selection of a bidder solution shall not be construed as an award of contract, but as a commencement of contract negotiation, including but not limited to the contract price proposed.

3. Scope of Work

1. The Office of the Chief Electoral Officer, Bihar, Election Department, Patna handles one of the largest and most sensitive data. The electoral roll database comprises the data of approximately 6 crore electors along with their photographs (maximum of them). This data along with EPIC (Elector's photo identity card) currently is more than one terabyte in size. This data is maintained and managed centrally through the ERMS data center at the CEO, Bihar office with its disaster recovery centre located at Vaishali. The electoral roll data is dynamic in nature as names of new electors are added, deletion and modification of entries take place continuously throughout the year under continuous Updation and during the Revision of Electoral roll. The revision of Electoral roll is done every year including pre-revision activities, draft publication, claims and objections and final publication of the electoral roll and large scale data entry etc/ various software based works will have to be managed. Apart from the electoral roll, the EPIC making work is carried out round the year. In times of election, various other works like printing of alphabetical roll, voter slips etc. And running of prescribed software's is also carried out. For works, about which a summary has been given above, the database will be accessed by the District level and other field level officials. Their works have to be facilitated and smooth operation of the software's and work being carried out has to be ensured. At the same time various software have to be run and various types of reports have to be generated at the ERMS Data Centre as well.

2. The ERMS software is provided by the Election Commission of India. This software have to be customized as per requirement of election department in order to ensure and facilitate proper work.
3. As per requirements, additional software/features in software are generally provided by the Election Commission of India. But as per the office requirements from time to time various types of MIS reports will have to be generated. As per need determined by the CEO office, several applications will also have to be developed, queries need to run on database and these will have to be made by the personnel.
4. The database structure for the electoral roll, EPIC etc. is prescribed by the Election Commission of India. Strict adherence to the structure to ensure compatibility for replicating the data of Bihar State into the National database has to be ensured.
5. The database is kept in an RDBMS SQL server. Proper upkeep of the data is required. Full security of the data is required.
 - No personnel/staff can take, send the data, reports and the software's outside the premises of the office of Chief Electoral Officer, Bihar in case of ERMS Data Centre and out of the Vaishali Collectorate in case of the Disaster Recovery Centre without the permission of the Chief Electoral Officer, Bihar.
 - Personal or any non-official use of the data, software's, reports is absolutely not allowed.
6. The personnel, who will have access to back end of the database, have to be security cleared specially the database administrator.
7. The successful tenderer is required to keep the requisite personnel (mentioned in the tender document) stationed in the premises of Chief Electoral Officer, Bihar and if required in Vaishali Collectorate for ERMS disaster recovery Data Center. In the event of personnel working at Vaishali DR the work based and need based requirement will be regularly determined in consultation with the office of the Chief Electoral Officer, Bihar.
8. The computer hardware, electrical wiring, power supply and internet connection will be provided by the office of Chief Electoral Office, Bihar. The selected company has to ensure that its personnel are able to understand and run these equipments and facilities well and ensure its proper upkeep. Any further requirements can be determined only after mutual consultation with the office of the Chief Electoral Officer, Bihar.
9. Time bound full compliance of all the instructions of ECI will have to be ensured. Similarly full compliance of the orders of CEO, Bihar related to carry out works of elections/rolls/reports will have to be ensured.
10. The database, all the ECI software, customized ECI software, software which are previously owned by this office, software which will be customized and software, reports

which will be developed by the firm/company/Central or State govt. undertaking personnel in the course of the work, will be the property of office of the Chief Electoral Officer, Bihar. A working copy of the source codes of (including the latest patch, version, username, password if any) these software/reports will be immediately given to the concerned officer designated for this purpose by the office of the Chief Electoral Officer, Bihar.

11. Reports, data, software will be made available by the selected firm/company/Central or State govt. undertaking as per the required / given time bound schedule. Any report, data, software, which is provided by the selected firm/company/Central or State govt. undertaking, its personnel, for usage will be given after proper checking and certification.
12. Any software received/customized or developed will be shown to the officer in charge in CEO office and only after approval, the software will be launched.
13. If any password is put within any software for running of any application then a copy of all the login Id, Password for the users including administrator will be provided to the concerned officer designated for this purpose by CEO, Bihar.
14. Regular backup of data as per ECI direction has to be taken. It has to be ascertained that the given data is complete and workable for use.
15. Along with this, full data replication has to be ensured between DC and DR. So that, at any point of time, ERMS can remain operational either with DC or DR. Full Data replication has also to be ensured between CEO, Bihar Electoral DB and ECI and SDC when required.
16. No other utilization of the internet connections, IP address of DC, DR and the server space for any other purpose than required by the Election Department (Office of the Chief Electoral Office, Bihar) is allowed.
17. It has to be fully ensured that in the process of carrying out of any work related to ERMS, there is no unauthorized loss of data in any case.
18. No unauthorized access, interpolation to the database is allowed.
19. The database has to be kept safely and error free.
20. Proper upkeep of all the software's, all the source codes and the data has to be ensured.
21. There will be third party audit of the database and the software's maintained and also those developed (in course of work for the election department). The selected company/firm/ Central and State Govt. undertaking shall fully cooperate with them.
22. The work may involve contacts with the field functionaries for resolving various types of technical problems for better understanding, vendors etc. These communications will have to be immediately shared with the Office of the Chief Electoral Officer, Bihar. No data, software or information of sensitive nature will be shared by the stationed personnel

without taking permission from the officer authorized in the office of the Chief Electoral Officer, Bihar for this purpose.

23. Under any circumstances out sourcing of manpower is not allowed to any third party or any group company of bidder.

3.1. Tech. support Manpower

The essential manpower to be provided by bidder and their desired qualification are given below:

Manpower Profile (Which will be stationed in the Election Department)	Qty	Qualification	Experience
Database administrator	1	MCA / BE/ B.Tech	<ol style="list-style-type: none"> 1. SQL Server 2008 or Above. 2. Experience of 5 years and above worked as DBA of SQL Server. 3. Experience of handling large databases. 4. Well versed in Replication of databases.
System analyst	1	M C A / B E / B.Tech	<ol style="list-style-type: none"> 1.) Experience of 5 years and above. 2.) Worked on minimum 3 projects independently. 3.) Experience of designing software.
Network/Hardware support Staff	1	MCA / BE/ B.Tech	<ol style="list-style-type: none"> 1.) Experience of 4 years and above. 2.) Experience of managing routers and Layer 3 Switches. 3.) Experience of windows 2012. 4.) Well versed in IIS 6 or above.
Dot Net programmers	4	MCA / BE/ B.Tech	<ol style="list-style-type: none"> 1.) Experience of 4 years and above. 2.) Worked on minimum 3 projects independently.

			<p>3.) Experience of work in Team.</p> <p>4.) Used SQL Server 2008 or higher as backend.</p> <p>5.) Well versed with Crystal Reports</p> <p>6.) Well versed with ASP.NET</p>
Basic Support Staff (To ensure the running of Generator in case of electricity cuts, to check and inform the running of UPS 24x7 etc)	6	ITI / Diploma or Equivalent	<p>1.) Experience of 1 year and above in similar work.</p> <p>2.) Data center relevant Non IT handling experience.</p>
Call Centre Executive	2	Graduate	One or more years experience of working as call centre executive in any of the Govt project.

3.2. SLA Requirement

Service Level Agreement (SLA) is the contract between BSEDC and bidder. SLA defines the terms of the bidder's responsibility in ensuring the performance of project based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators for project, which can be considered by the State in the Service Level Agreement with selected agency.

Definitions

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

Performance Metrics

Parameter	Availability during PBH	Penalty
Resource Availability	>/= 99%	Nil
	Between 98% to <99%	0.5% of the QGR amount quoted for the resource
	Between 97% to <98%	2% of the QGR amount quoted for the resource
	Between 94% to <97%	6.5% of the QGR amount quoted for the resource
	Between >89% to <94%	15% of the QGR amount quoted for the resource
	Between >79% to <89%	40% of the QGR amount quoted for the resource
	Less than 79%	No payment of the QGR amount quoted for the resource

Note:- SLA for each resources will be calculated separately and penalty will also be calculated for each resource separately.

Parameter	Service Level	Validation	Penalty
Resource provided is not as per specified certification / experiences	100% of the resource given	Experience Certificate of FMS personnel submitted by	Per day deduction = 0.5 * (Monthly value for that manpower) / 30

		selected agency to Chief Electoral Officer	Additional 0.5% incremental penalty subject to maximum of 10% of total project value in case violation happened to be 30 days in a stretch also contract leads to be termination
--	--	--	---

Deployment and change of Resources

All the personnel with desired qualification shall be dedicated to project and not shared. Personnel can be replaced from the assignment only with a person of similar/higher experience and qualification subject to written approval from Chief Electoral Officer and handholding of at least 15 working days.

3.2.1 Penalties for delay in team mobilization

If the bidder fails to complete the specified milestones within the time period (s) specified, tenderer/ Chief Electoral Officer may, without prejudice to its other remedies under the Agreement, levy as Penalties, a sum equivalent to 0.50 % per week of the arithmetic sum of the project value.

3.2.2. Liquidated Damages

Subject to clause for Force Majeure if the bidder fails to operate project before the scheduled completion date or the extended date or if any.

1. selected agency repudiates the contract before completion of the work, Tenderer/the Chief Electoral Officer at its discretion may without prejudice to any other right or available remedy, may recover 0.5% per week subject to a maximum of 10% (ten percent) of the project cost from the selected agency as Liquidated Damages (LD).
2. In the case it leads to termination, Tenderer/ Chief Electoral Officer shall give 30 days' notice to the vendor 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 the Chief Electoral Officer.
3. The Chief Electoral Officer/Tenderer 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 Chief Electoral Officer right to claim such amount against vendor's Performance Bank Guarantee) or which may

become due to the selected agency. Any such recovery or liquidated damages shall not in any way relieve the selected agency from any of its obligations to complete the works or from any other obligations and liabilities under the Contract.

3.3. Taxes and Duties

1. All the taxes, duties, levy and all other charges applicable and shall be valid for delivery on for basis to the designated delivery points. All payments will be subjected to tax deduction at source as applicable/required at the prevailing tax rates.
2. The Bidder shall be solely responsible for the payment of all taxes incurred until completion of the project.
3. All prices quoted should be **inclusive** of all applicable Taxes.
4. BSEDC shall not pay any increase in duties, taxes and surcharges and other charges on account of any revision, enactment during the period of validity of the Bids and also during the contract period. The decision of BSEDC in this regard will be final and binding and no disputes in this regard will be entertained.

3.4. Payment Terms

Phase	Milestone	Payment
Project Mobilisation to develop and maintain software, Database management and call centre services of Election Department	All resources must be mobilised as required in RFP with Submission of Documentary evidence from Chief Electoral Officer, and open project office in Patna and submission of PBG of 5% of the total project value valid for 5 years from the date award. Providing FM Services for a period of 5 years from the date of Chief Electoral Officer Clearance	100% in 20 QGRs on submission of invoice with attendance report duly signed by Election department. Payment will be made after deduction of penalty amount and taxes, if any.

3.5. Price Format

1. All price should be quoted in Indian Currency (INR)
2. All price should be strictly according to the format provided in Annexure 2

3. The total prices of individual item should be written in words and figures. In case of dispute in amount mentioned in figure, amount mentioned in words would be treated correct.
4. Selection of the agency will be based on Least Cost method i.e. price inclusive of taxes quoted for the all the resources mentioned below for a period of 5 years.

4. Special Conditions of Contract

4.1. Performance Security for Operations

Within 15 days of the issuance of Letter of intent (LoI) the Bidder shall furnish revolving Performance Guarantee, as provided, to BSEDC for an amount equal to 5% of the arithmetic sum of 5 years of the bid amount according to the Agreement with 5 years validity. BSEDC may forfeit the Performance Guarantee for any failure on part of Bidder to complete its obligations under the Agreement. The Performance Guarantee shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee issued by a nationalised / scheduled bank located in India in the format provided by BSEDC. The Performance Guarantee shall be returned to the Bidder within 60 days and on demand by bidder of the date of successful discharge of all contractual obligations at the end of the period of the Agreement by BSEDC. In the event of any amendments to Agreement, the Bidder shall within 15 days of receipt of such amendment furnish the amendment to the Performance Guarantee as required.

4.2. Force Majeure

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

4.3. Implementation Schedule

Sr. No	Scope of Work Area	Time Frame
1	LOI Issuance	T0
2	Agreement signing by BSEDC and bidder	T0+2 Weeks = T1

3	Team Mobilisation with office in Patna	T0+ 2 Weeks =T1
4	Develop and maintain software, database management and call centre services of Election Department	T1+ 5 Years

4.4. Exit Management

1. This Schedule sets out the provisions, which will apply on expiry or termination of the SLA, the Project Implementation, Operation and Management SLA.
2. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

4.4.1. Cooperation and Provision of Information

During the exit management period the Selected agency will allow the client access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the client to assess the existing services being delivered;

4.4.2. Confidential Information, Security and Data

The Selected agency will promptly on the commencement of the exit management period supply to the client or its nominated agencies the following:

- 1) Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of the services;
- 2) Documentation relating to Project's Intellectual Property Rights;
- 3) Project data and confidential information
- 4) All current and updated Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement Selected agency in a readily available format
- 5) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Project or its nominated agencies, or its Replacement Selected agency to carry out due diligence in order to transition the provision of the Services to Project or its nominated agencies, or its Replacement selected agency (as the case may be).

4.4.3. Employees

Promptly on reasonable request at any time during the exit management period, the Selected agency shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the client a list of all employees (with job titles and communication address) of the Selected agency dedicated to providing the services at the commencement of the exit management period; To the extent that any Transfer Regulation does not apply to any employee of the Selected agency, the client or its Replacement Selected agency may make an offer of employment or contract for services to such employee of the Selected agency and the

Selected agency shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the client or any Replacement Selected agency.

4.4.4. Rights of Access to Information

At any time during the exit management period, the Selected agency will be obliged to provide an access of information to the client, and/or any Replacement Selected agency in order to make an inventory of the Assets, layouts, diagrams, schematics, documentations, manuals, catalogue, archive data, IP addressing, Live data, policy documents or any other material related to Project.

4.4.5. General Obligations of the selected agency

The selected agency shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to the client or its nominated agencies or its Replacement Selected agency and which the Selected agency has in its possession or control at any time during the exit management period. The Selected agency shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

4.4.6. Exit Management Plan

- 1) The selected agency shall provide the client 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 SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and Scope of work definition.
- 2) A detailed program of the transfer process that could be used in conjunction with a Replacement Selected agency 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;
- 3) Plans for the communication with such of the Selected agency's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- 4) Plans for provision of contingent support to Project and Replacement Selected agency for a reasonable period after transfer.
- 5) The selected agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- 6) Each Exit Management Plan shall be presented by the Selected agency to and approved by the client or its nominated agencies.
- 7) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Selected agency complying with its obligations under this Schedule.
- 8) In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or Scope of Work each Party shall comply with the Exit Management Plan.

- 9) During the exit management period, the Selected agency shall use its best efforts to deliver the services.
- 10) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- 11) Exit Management plan shall be furnished in writing to the client or its nominated agencies within 90 days from the Effective Date of LoA.

4.5. Bankruptcy and Insolvency:

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

4.6. Intellectual property rights and source code.

The following definitions apply in this document:

“Intellectual Property” includes inventions (whether patentable or not), patents, patent applications, registered designs and applications thereof, copyright material including computer software, technical information and know-how. “Foreground Intellectual Property” includes Intellectual Property arising from the research and development undertaken within this project after the date of signature of agreement whether generated by one Party or two or more Parties jointly. “Background Intellectual Property” includes Intellectual Property deemed to be relevant to the project and already owned by the Parties on the date of signature of this agreement.

- The selected bidder will have to submit the source code including IPR(**intellectual property** rights), if any of the programs developed by the resources deployed or the organization (for Bihar Election department only) to the Election Department and ownership of the same will be with the department only.
- The Source Code Written by agency, design document, user manual etc. Proprietary as well as non-proprietary as and when required at no extra cost to the client so that the required socket for communication with the future application can be designed and made operational.

4.7. Arbitration

- (i) BSEDC 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 this Agreement.
- (ii) Any and all disputes, controversies and conflicts (“Disputes”) arising out of the Agreement to be signed between the parties or arising out of or relating to or in connection with that 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 finally be 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 Arbitration Tribunal. The award of Bihar Arbitration tribunal shall be final and binding on the parties.

- (iii) All Arbitration proceedings shall be held at Patna, and the language of the arbitration proceedings shall be English.

Appendix - 2 Bidder profile

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit Documentary proof. Year and Place of the establishment of the Company	
6	Former name of the company, if any.	
7	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, Submit the valid service tax registration certificate.	
8	Number of years of relevant experience:	
9	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
10	Do you have a local representation /office in Bihar? If so, please give the address and the details of staff, infrastructure etc in the office and no. of years of operation of the local office	

11	Is your organization has SEI –CMM / ISO 9000 certificates? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
12	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
13	The bidder shall disclose details pertaining to all claims, disputes, matters in appeal & in court and any pending litigation against the bidder. If nil, an undertaking from the bidder mentioning the same.	
14	Have you ever been denied tendering facilities by any Government/ Department/ Public sector Undertaking? (Give details)	

Appendix - 3 Firm Experiences

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

Appendix - 4 Team Compositions and Task Assignments Summary

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

5. Annexure and Templates

Appendix - 1 Bid Letter (Technical) Template

Date: dd/mm/yyyy

To,
The Managing Director,
BSEDC Limited,
Beltron Bhawan, Shastri Nagar,
Patna – 800 023

Reference: Tender Number Dated

Sir,

We hereby declare:

That we are equipped with adequate resource for operation and FMS of such Projects within India for supporting the available equipment. Our maintenance and service facilities are open for inspection by representatives of Government of Bihar.

We hereby offer for provisioning of Technical Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar at the prices and rates mentioned in the attached commercial bid.

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

- i. To undertake the project for a period of 5 years, accordingly to the RFP payment terms and quarterly guaranteed revenue as mentioned in the financial bid.
- ii. We affirm that the prices quoted are inclusive of all taxes.

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

1. Bid particulars
2. This bid letter
3. Proposed Project Plan and Team Mobilisation Schedule

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

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

There are no deviations from the terms and conditions of the tender. We hereby certify that the Bidder is a Directorate and the person signing the tender is the constituted attorney.

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/____ (dd/mm/2016), for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) is enclosed in the cover containing pre-qualifying requirements.

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

Digital Signature of Bidder

Appendix – 5 Bid letter – Commercial

Date: dd/mm/yyyy

To,
The Managing Director,
BSEDC Limited,
Beltron Bhawan, Shastri Nagar,
Patna – 800 023

Reference:

Sir,

We hereby declare:

That we are equipped with adequate resources for operations and FMS for such projects within India and for supporting the existing equipments. We do hereby undertake that, in the event of acceptance of our bid, the commencement of services shall be made as stipulated in the schedule of delivery forming a part of the attached technical bid. In the event of acceptance of our bid, we do hereby undertake that:

- provisioning of **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar** for 5 Years, accordingly to the RFP payment terms and quarterly guaranteed revenue as mentioned in the financial bid
- We affirm that the prices quoted are inclusive of provisioning of Technical **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar** and all taxes.

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

1. This bid letter
2. Bid particulars

Sr. No.	Description of work and requirement of given number of personnel as per tender document	Qty	Rate Quoted for one resource in Rs including tax (Monthly)	Total for (5) five Years (60 Months) for defined qty
1	Data base administrator	1		
2	System Analyst	1		
3	Network / Hardware Support Staff	1		
4	Dot Net Programmers	4		
5	Call Centre Executive	2		
6	Basic Support Staff (to ensure the	6		

	running of Generator in case of electricity cuts, to check and inform the running of UPS 24x7 etc)			
7	Grand Total			

We agree to abide by our offer for a period of 180 days from the last date of submission of commercial bid prescribed by BSEDC and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender. We do hereby undertake to provision as per these terms and conditions. There are no deviations from the terms and conditions of the tender.

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

Bid Security in the form of a Bank Guarantee issued by _____ (bank), valid till ___/___/_____ (dd/mm/yyyy), for an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) is enclosed in the cover containing pre-qualifying requirements.

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

Digital Signature of Bidder

Appendix - 6 Bank Guarantee Format for EMD

To

The Managing Director.

Bihar State Electronics Development Corporation Limited

Government of Bihar

BELTRON Bhavan, Shastri Nagar,

Patna – 800 023

Whereas(hereinafter called “the Bidder”) has submitted its Bid dated (date of submission of Bid) for provisioning of Technical **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar** in terms of the Tenderdatedissued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”). Whereas as per Clause ** Section ** of the Bid, the Bidder is required to furnish a bank guarantee as Earnest Money Deposit from a scheduled commercial bank (Bank Guarantee).

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

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - a) Withdraws its Bid proposal during the period of Bid validity specified by the Bidder on the Technical Proposal Cover Letter; or
 - b) Having been notified of the acceptance of its Bid by the Managing Director, Bihar State Electronics Development Corporation Limited during the period of Bid Proposal validity:
 - i. Fails or refuses to enter into the Contract; or
 - ii. Fails or refuses to furnish the performance guarantee, in accordance with the Terms of Reference of the Tender document issued to the Bidders. The Guarantor Bank shall immediately on demand pay the Managing Director, Bihar State Electronics Development Corporation Limited without any demur and without the Managing Director, Bihar State Electronics Development Corporation Limited having to substantiate such demand a sum of Rs. 5,00,000/- (Rupees Five Lakh Only) Guaranteed Amount.
2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development

Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director, Bihar State Electronics Development Corporation Limited and the Bidder or any other person.

3. The demand of the Managing Director, Bihar State Electronics Development Corporation Limited on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfilment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director, Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs. 5,00,000/- (Rupees Five Lakh Only).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director, Bihar State Electronics Development Corporation Limited.
6. To give full effect to the Guarantee contained herein, the Managing Director, Bihar State Electronics Development Corporation Limited shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director, Bihar State Electronics Development Corporation Limited in writing or up to and including One Hundred and Eighty (180) days after the period of the Bid Proposal validity, i.e. up to _____2016, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2016....

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

Appendix - 7 Performance Bank Guarantee Format (PBG)

The Managing Director

Bihar State Electronics Development Corporation Limited

Government of Bihar

BELTRON Bhavan, Shastri Nagar,

Patna – 800 023

Whereas(hereinafter called “the Bidder”) has submitted its Bid dated (date of submission of Bid) for provisioning of Technical **Manpower to develop & maintain software, Database Management and call centre services for the office of Chief Electoral Officers, Bihar** in terms of the Tender dated issued by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, (hereinafter called “the Bid”). Whereas as per Section * Clause * of the Bid, the Bidder is required to furnish a bank guarantee as Performance Guarantee from a scheduled nationalised bank (Bank Guarantee) In consideration of the fact that the Bidder is our valued customer and the fact that he has submitted the Bid, we, (name and address of the bank), (hereinafter called “the Guarantor Bank”), has agreed to bind ourselves, our successors, and assigns to irrevocably issue this Bank Guarantee and guarantee as under

NOW THIS GUARANTEE WITNESSETH: -

1. If the Bidder
 - a) Having been notified of the acceptance of its Bid by the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, during the period of Bid Proposal validity:
 - i. Fails to perform as per the contract obligations.
 - ii. On invoking of Section * Clause *** “Termination for Default”; and /or on invoking of Section * Clause * “Exit Management Schedule”.

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

2. The Guarantor Bank will make the payment of the Guaranteed Amount forthwith on the demand made by the Managing Director, Bihar State Electronics Development Corporation Limited, notwithstanding any objection or dispute that may exist or arise between the Managing Director of Bihar State Electronics Development Corporation Limited, and the Bidder or any other person.

3. The demand of the Managing Director of Bihar State Electronics Development Corporation Limited, on the Guarantor Bank for the payment of the Guaranteed Amount, shall be deemed as the final proof of fulfilment of the conditions stipulated in (1) above.
4. This Guarantee shall be irrevocable and shall not be discharged except by payment of the above amount by us to the Managing Director of Bihar State Electronics Development Corporation Limited and our liability under this Guarantee shall be restricted to the Guaranteed Amount being Rs ____ Lakhs (_____ Lakhs).
5. If it is necessary to extend this Guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of the Bidder under intimation to the Managing Director of Bihar State Electronics Development Corporation Limited.
6. To give full effect to the Guarantee contained herein, the Managing Director of Bihar State Electronics Development Corporation Limited, Patna, shall be entitled to act as if the Guarantor Bank is the principal debtor in respect of claims against the Bidder and the Guarantor Bank hereby expressly waives all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this Guarantee.
7. Any notice by way of demand or otherwise may be sent by special courier, telex, fax, registered post or other electronic media to our address as afore-said and if sent by post, shall be deemed to have been given to us after expiry of 48 hours when the same has been posted.
8. Our liability under this Guarantee will continue to exist until a demand is made by the Managing Director of Bihar State Electronics Development Corporation Limited, in writing or up to and including 5 Years from the date of signing of contract, i.e. up to dd/mm/yy, and any demand in respect thereof should reach the Bank not later than the above date.

Dated this day2016.

Yours faithfully,

For and on behalf of the Guarantor Bank,

(Signature)

Designation

(Address and Common Seal of the bank)

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

Appendix - 8 Template for Pre-bid Conference queries / Clarifications.

RFP purchase no:

Date:

Name of the Bidder:

Address:

Telephone Nos:

Fax No:

Mobile No:

Email ID:

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

Authorized Signatory

Designation

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