

BIHAR VIKAS MISSION

Bihar State Building Construction Corporation Campus,
Hospital Road, Rajbanshi Nagar,
Patna – 800023, Bihar

NOTICE INVITING TENDERS

REQUEST FOR PROPOSAL

FOR

“SELECTION OF AN AGENCY FOR DESIGN, DEVELOPMENT, IMPLEMENTATION AND MAINTENANCE OF WEB-BASED APPLICATION & MIS DASHBOARD FOR CIVIL WORKS PENDENCY INDEX TOOL”

Ref. No.: BVM/2022-23/Proc/01

Date: 04-Nov-2022

1. Bihar Vikas Mission (BVM) is an entity established by Government of Bihar, under Society Registration Act, 1860, to continue its primary agenda of sustained development in the State of Bihar and to drive the effective planning & execution of various key Government development programs.
2. **Tender Inviting Authority:** Chief General Manager, Bihar Vikas Mission (hereinafter referred as BVM unless the context otherwise requires) invites tender through bid submission from reputed software company / firm / agency for “Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool”.
3. The details and conditions for qualification of bidders, bid submission and scope of work are indicated in the Bidding Document. Tender documents can be downloaded from the website of Bihar Vikas Mission <https://www.bvm.bihar.gov.in/activeTender>
4. A tender document fee of Rs 1,000/- (Rupees One Thousand Only) is to be submitted by the bidder along with the bidding documents in the form of a Bank Draft issued by a Scheduled / Nationalized Bank in India, drawn in favour of BIHAR VIKAS MISSION, payable at Patna.
5. Interested and qualified agencies are requested to submit their bid proposals along with requisite documents through **Registered post / Speed Post** latest by **5:00 pm on 25-Nov-2022**. The posts are to be addressed to “The Chief General Manager, Bihar Vikas Mission,

Bihar State Building Construction Corporation Limited Campus, Hospital Road, Rajbanshi Nagar, Patna – 800023, Bihar.”

6. BVM will not be responsible for any delay or transit loss or late delivery of bids to the office of the Chief General Manager. Bids sent through Email / Fax or submitted in unsealed cover(s) will not be accepted and such bids will be treated as non-responsive bids.
7. For any kind of dispute with regard to the RFP, the arbitrator will be Development Commissioner, Government of Bihar. The seat of arbitration will be Patna, Bihar and Hon'ble Patna High Court will have exclusive jurisdiction.


02/11/2022

Chief General Manager, Bihar Vikas Mission

Request for Proposal

For

“Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool”

RFP No.: BVM/2022-23/Proc/01

Issued on: 04 November 2022

Bid issued by:

Bihar Vikas Mission

**Bihar State Building Construction Corporation Campus,
Hospital Road, Rajbanshi Nagar,
Patna – 800023, Bihar**

**Last date for Bid Submission:
5:00 PM on 25-Nov-2022**

Disclaimer

All information contained in this RFP / Tender document is provided in the good interest and faith. This is neither an agreement and nor an offer / invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this tender document, interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document 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 tender document is complete in all respects and firms submitting their bids are satisfied that the tender document is complete in all respects.

Neither Bihar Vikas Mission (BVM) nor their employees will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution 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 tender document, any matter deemed to form part of this tender document, the award of the assignment, the information and any other information supplied by or on behalf of BVM 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 tender process is confidential to BVM and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person organization.

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

BVM reserves the right to change / modify / amend any or all of the provisions of this RFP document. Such changes would be posted on the website (<https://www.bvm.bihar.gov.in/>)

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1. BIHAR VIKAS MISSION (BVM) – AN INTRODUCTION

Bihar Vikas Mission is an entity established by the Government of Bihar, under Society Registration Act, 1860, to continue its primary agenda of sustained development in the state of Bihar and to drive the effective planning and execution of various key Government development programs. The following are objectives of the mission:

- To ensure implementation in mission mode, fixation of priorities and monitoring of achievements against targets of programs and other resolutions of 7-Nischay for developed Bihar within the Sushashan ke karyakram: Programs of Good Governance 2015-2020, Agriculture Road Map, Human Development Mission, Skill Development Mission, Infrastructure development and Industrial incentives.
- To ensure strengthening of institutional arrangement and to promote modern and better work culture for a faster and more effective implementation of schemes and programs.
- To provide assistance in strengthening of monitoring mechanisms and methodology for government programs and encourage use of modern techniques in Data collection, analysis and flow.
- External ecosystem - To develop institutional arrangements and enter into agreements for availing the experiences and knowledge resource of educational community, private sector and civil society. To involve experts, thinkers, experienced professionals, youth and students for ensuring effective policy framing and compliance.
- As a facilitator, actively provide easy access and availability of technical-managerial knowledge, methods and resources to various levels of administration.
- To ensure simplification of processes and make aware innovative solutions and best practices for developing and establishing a fast track system for quick decision making. To provide customized solutions for difficult problems and issues.
- To help in providing solutions to policy issues cropping up during the implementation of programs and ensure their approval from appropriate authority. To ensure coordination and removal of difficulties among departments in implementation of programs. To encourage documentation and sharing of experiences of modern methods and better work mechanisms of problems resolution among departments.
- To establish effective public dialogue and receive public reactions and response. Document the progress and achievements and ensure their effective dissemination and propagation for public awareness and education.
- For raising additional resources, enter into partnership with local and global organizations, governments and financial institutions for capacity enhancement for various activities of the Mission.

All bidders are advised to read the content on official website of Bihar Vikas Mission <https://www.bvm.bihar.gov.in/> for further information.

2. REQUEST FOR PROPOSAL (RFP)

1. Bihar Vikas Mission (BVM) invites bid proposals from reputed software company / firm / agency for "Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool".
2. The Bidder(s) referred to hereafter in this document is defined as the company(ies) / firm(s) / agency(ies) that is / are bidding for this RFP.
3. The Agency referred to hereafter in this document is defined as the company / firm / agency that is successfully selected at the completion of the RFP process.
4. BVM expressly stipulates that selection of bidder under this RFP is on the understanding that this RFP contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment will be deemed to be a part of the assignment. **The Agency i.e. successful bidder will be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment.**

3. SCHEDULE OF EVENTS

Sl. No.	Events	Date
1.	RFP Issue	04-Nov-2022
2.	Last date for submission of pre-bid queries through email.	11-Nov-2022
3.	Pre-Bid Meeting	11:00 AM, 15-Nov-2022
4.	Publication of Minutes of Pre-bid meeting and Response to the queries received	18-Nov-2022
5.	Due Date for Submission of Bid Proposals	5:00 PM, 25-Nov-2022
6.	Bid opening	11:00 AM, 28-Nov-2022
7.	Announcement of Technical Evaluation Results	11:00 AM, 29-Nov-2022
8.	Opening of Financial Bid (For only those bidders who qualify in the Technical evaluation)	11:00 AM, 30-Nov-2022
9.	Announcement of Financial Evaluation Results	11:30 AM, 30-Nov-2022

In case of any of the above-mentioned dates is declared a public holiday or non-working day, the event will be held on next working day. Any changes made in the above-mentioned schedule will be published on BVM website <https://www.bvm.bihar.gov.in>.

4. PROJECT OBJECTIVE

4.1 Civil Work Pendency Index (CWPI)

- Civil Work Pendency Index (CWPI) is a tool designed to monitor pendency at various stages of constructional activities, so as to facilitate identification of issues / bottlenecks and provide solution for speedy implementation of the scheme.
- It is a Marking System based on Objective Measurement of Pendency and Quantifiable Evaluation of Delay in execution of the scheme.
- It evaluates delay between different stages of scheme starting from the Administrative Approval to Completion, denoted as Processes from P1 to P6.
- Different activities related to construction projects include:
 1. Administrative Approval (AA),
 2. Technical Sanction (TS),
 3. Notice Inviting Tender- Publication (NIT-P),
 4. Tender Finalization (TF),
 5. Agreement (Ag.),
 6. Completion of project (Comp.),
 7. Measurement Booking (M.B.)

[The activities and its sequence may be different for different departments/corporations]

4.2 Stages/ Processes considered for calculation of CWPI score:-

P1 = Administrative Approval (AA) to Technical Sanction (TS)

P2 = Technical Sanction (TS) to Notice Inviting Tender- Publication (NIT-P)

P3 = Notice Inviting Tender- Publication (NIT-P) to Tender Finalization (TF)

P4 = Tender Finalization (TF) to Agreement (Ag.)

P5 = Spillage beyond completion time [Completion date as per agreement and Actual/Tentative date of completion]

P6 = Measurement Booking (MB)

[The processes and its sequence may be different for different departments/Corporations]

4.3 Permissible duration / Timeline between two stages, wherever applicable:-

Process	Stages	Days
Process-1 (P1)	AA (Administrative Approval) to TS (Technical Sanction)	45 Days
Process-2 (P2)	TS (Technical Sanction) to NIT-P (Notice Inviting Tender Publication)	10 Days
Process-3 (P3)	NIT-P (Notice Inviting Tender Publication) to TF (Tender Finalization)	60 Days
Process-4 (P4)	TF (Tender Finalization) to Ag. (Agreement)	14 Days
Process-5 (P5)	P5 = Spillage beyond completion time [Completion date as per agreement and Actual/Tentative date of completion]. Number of days has not been fixed here. Here Spillage will be considered based on the set target date and actual/tentative completion date.	
Process-6 (P6)	MB (Measurement Booking): Number of days has not been fixed. Here % achievement will be considered for Measurement Booking, i.e. Consolidated MB Booked till date/Tendered Amount x 100) for Marking.	

[The permissible number of days, wherever applicable, may vary for different stages/ processes for various schemes under different departments/ corporations]

4.4 CWPI score calculation, wherever applicable:-

Processes	Stages	Max. Marks	Normative Time	Marking
Process-1 (P1)	AA (Adm. Approval) to TS (Technical Sanction)	10 Marks	45 Days	0 – 45 : 0 Marks 46 – 75 : 5 Marks 76 – 120 : 7 Marks > 120 : 10 Marks
Process-2 (P2)	TS (Technical Sanction) to NIT P (Notice Inviting Tender Publication)	15 Marks	10 Days	0 – 10 : 0 Marks 10 – 30 : 5 Marks 31 – 50 : 10 Marks >51 : 15 Marks
Process-3 (P3)	NIT P (Notice Inviting Tender Publication) to TF (Tender Finalization)	10 Marks	60 Days	0 – 60 : 0 Marks 61 – 90 : 5 Marks >90 : 10 Marks
Process-4 (P4)	TF (Tender Finalization) to Ag. (Agreement)	20 Marks	14 Days	0 – 14 : 0 Marks 15 – 30 : 10 Marks 31 – 50 : 15 Marks >50 : 20 Marks

Process-5 (P5)	P5 = Spillage beyond completion time [Completion date as per agreement and Actual/Tentative date of completion]	15 Marks	Spillage in Days (As per the set target)	0 – 30 : 0 Marks 31 – 60 : 5 Marks 61 – 100 : 10 Marks >100 : 15 Marks
Process-6 (P6)	MB (Measurement Booking)	30 Marks	% achievement (Consolidated M.B. Booked till date/Tendered amount x 100)	100 : 0 Marks 75 – 99 : 10 Marks 51 – 74 : 20 Marks 11 – 50 : 25 Marks 0 – 10 : 30 Marks

[The marking pattern may depend on normative time between two stages. This may change for different stages of various schemes of different departments. Thus, the score calculation formula may have to be changed accordingly for individual processes. Process wise marks may also vary for different departments. Overall marks should be 100. Lesser weightage has been given to the processes that are beyond control]

Maximum the marks, lowest the performance. More the marks, lower the rank. Low rank means non-performance.

5. SCOPE OF WORK

A. Discussion with BVM for clarity about processes / stages, permissible duration between stages and marking pattern.

1. Activities / stages and processes for different types of relevant schemes implemented by individual department/ corporation, as discussed and finalized with BVM must be defined properly.

Ex- some department may have AA as first stage, then TS, then NIT-P, then TF, then Agreement and completion. Other department may have TS before AA. Thus, clarity on the activity/ies or stages and its sequence must be ensured by the agency in consultation with BVM.

2. Sequence of stages and the time interval between two stages must be clearly defined for the relevant schemes.

Ex- Some department may have P1 as AA to TS, P2 as TS to NIT-P, P3 as NIT-P to TF, P4 as TF-Ag., and P5 as Ag. to Comp.. However, some other department may have P1 as TS to AA, P2 as Allocation of Fund, P3 as Completion, P4 as submission of Project completion report, P5 as Cumulative Expenditure etc. Also, the allowed time between two defined stages for different schemes and departments may vary. Therefore, it is important for the agency to have clarity about actual stages, its sequence and the allowed time between two stages of different types of schemes run by the various departments/ corporations in consultation with BVM.

3. Process wise weightage / maximum marks may be changed / adjusted according to the defined stages of a scheme. Thus, it is important for the agency to have clarity about it for different department/corporation in consultation with BVM.
4. Calculation of CWPI score: The marking pattern is dependent on normative time between two stages for construction related stages, wherever applicable. Thus, any change in the permissible duration would require a change in the score calculation formula. Thus, it is important for the agency to have clarity about a standard calculation formula that could be suitable for all the schemes. If it is not possible, then alternatively, a solution to cope with multiple scenarios arising due to different timelines for multiple schemes implemented by various departments / corporations has to be provided in consultation with BVM.

B. MIS dashboard includes following menu with respective functionalities:

1. Dashboard Home Page
2. Data Entry Section
3. Ranking Section
4. Report Section
5. Master Entry Section

C. Sample Data Entry Format (May be used as a Referral)

a. Master Entry: Activities Sample Sheet(Could be changed for different Departments / Corporations)

Name of the Scheme : Text Box					
Scheme Type : Dropdown v					
Name of the Department/Corporation : Dropdown v					
Format CWPI : Dropdown v					

Activity S. No.	*Activities(Tentative)
1	Administrative Approval (AA)
2	Technical Sanction (TS)
3	Notice Inviting Tender- Publication (NIT-P)
4	Tender Finalization (TF)
5	Agreement
6	Completion of project
7	M.B (Measurement Book) booking

S. No.	Processes	*Activities Stages	*Allowed time for the process(in days, wherever applicable) / standard taken for calculation of core	*Weightage for the process(es)	*Marking Formula
1	P1	Adm. Approval to Technical Sanction(AA-TS)	45	10	0 – 45 : 0 Marks 46 – 75 : 5 Marks 76 – 120 : 7 Marks > 120 : 10 Marks
2	P2	Technical Sanction to Notice Inviting Tender Publication(TS-NIT-P)	10	15	0 – 10 : 0 Marks 11 – 30 : 5 Marks 31 – 50 : 10 Marks >50 : 15 Marks
3	P3	Notice Inviting Tender Publication	60	10	0 – 60 : 0 Marks 61 – 90 : 5 Marks

		to Tender Finalization (NIT-P-TF)			>90 : 10 Marks
4	P4	Tender Finalization to Agreement(TF-Ag)	14	20	0 – 14 : 0 Marks 15 – 30 : 10 Marks 31 – 50 : 15 Marks >50 : 20 Marks
5	P5	P5 = Spillage beyond completion time [Completion date as per agreement and Actual/Tentative date of completion]	30	15	0 – 30 : 0 Marks 31 – 60 : 5 Marks 61 – 100 : 10 Marks >100 : 15 Marks
6	P6	Measurement Book Booking	% achievement in terms of cumulative MB booked out of tendered amount	30	100 : 0 Marks 75 – 99 : 10 Marks 51 – 74 : 20 Marks 11 – 50 : 25 Marks 0 – 10 : 30 Marks
Clear Save					

*** may change for different department/corporation**

Data in the illustrated form will have to be entered by the department admin. Master Entry Form basically refers to the format of a particular scheme. Necessary fields to prepare master structure, may include but not be limited to, is being mentioned below:

1. Name of the Scheme.
2. The agency must finalize the different categories of schemes in consultation with the respective department/ corporation. There are various types of scheme such as :
 - a. Oldest 50 and pending Scheme
 - b. Flagship Scheme
 - c. Project Costing more than Rs 5 Cr during last 3 Financial Years (Excluding F.Y.2022-23)

Note: - The type of Scheme may change / increase depending on the requirements.

3. Name of the Department / Corporation field automatically populate the corresponding department name when the Department / Corporation user login to the system.
4. The agency must finalize the Format CWPI on the basis of relevant activities for different types of schemes in consultation with BVM. There are various types of Format CWPI such as:
 - a. Traditional / Conventional Format.
 - b. ADB / World Bank Finance Scheme Format.
 - c. EPC Format.

d. Departmental Format.

Note: - The type of Format may change / increase depending on the requirements.

5. Relevant activities and its sequence automatically generate on the basis of CWPI Format selection.
6. The stages / processes automatically finalize on the basis CWPI Format.
7. Allowed time between the processes, wherever applicable or the standard to calculate the score.
8. Weightage assigned to the stages / processes finalize on the basis CWPI Format.
9. Calculation/ Marking pattern (Conditional formula) finalize on the basis CWPI Format.

Please note:

- Format and Condition may change, depending on the requirements.
- Admin may have the rights to change the fields according to the requirements in future with due approvals by the authority.
- Weightage assigned to the stages/ processes can be edited at the Admin Level with the approval of concerned authority
- Calculation / Marking pattern (Conditional formula) can be edited at the Admin Level with the approval of concerned authority.

b. **Data Entry: Sample Data entry Sheet and Score Card (Could be changed for different Departments / Corporations)**

Name of the Department/Corporation : Dropdown ▾			
Scheme Type : Dropdown ▾			
Name of the Scheme : Dropdown ▾			
Name of the District : Dropdown ▾			
Reporting Date: System Current Date			
S. No.	*Activities(Tentative)	Concerned Official (Name, Designation)	Activities Date
1	Administrative Approval (AA)	Dropdown ▾	Date Format
2	Technical Sanction (TS)	Dropdown ▾	Date Format
3	Notice Inviting Tender- Publication (NIT-P)	Dropdown ▾	Date Format
4	Tender Finalization (TF)	Dropdown ▾	Date Format
5	Agreement	Dropdown ▾	Date Format

S. No.	Activities	Concerned Official (Name, Designation)	Date of Completion as per Agreement	Actual Date of Completion/ Tentative Date of Completion
6	Completion of project	Dropdown ▾	Date Format	Date Format
S. No.	Activities	Concerned Official (Name, Designation)	Tendered Amount(In Rs. Lacs)	MB Booked till date
7	M.B (Measurement Book) booking	Dropdown ▾		

*** may change for different department/corporation**

Scheme wise data in the illustrated form will have to be entered by the department/ admin. Necessary fields to prepare report, may include but not be limited to, is being mentioned below:

1. Name of the Department / Corporation filled already in which department / Corporation user login.
2. Find the type of that scheme for which data will be filled.
3. Find the Scheme Name from the Dropdown.
4. District Name should also get from Dropdown.
5. According to CWPI Format, Relevant activities and its sequence of each activity automatically generated. Now fill the concerned officer Name (Name, Designation) and data for respective activities.
6. Activity wise Dates must be entered in chronology.
Ex: - As per department/corporation/Authority/Mission, If AA is before TS, TS is before NIT-P, NIT-P is before TF, and TF is before Agreement, then the system should not permit the entry date of TS before AA, NIT-P before TS & so on.
7. The activity which is one time entry, once entered, this could not be changed by the departmental Admin.
8. The activity which can be changed on timely manner could be modified by the departmental Admin.
9. **Alert: System should raise an alert to Departments / Corporations when the time allocated for particular stages gets over. Also, the master sheet should mention the original and the revised data.**

For Ex – If Stage P1 has allocated the time band of 45 days and if the Departments / Corporations is taking more time to finish the work then an alert should get triggered on his screen when Departments / Corporations User gets login.

The Application must be able to calculate the following:-

- Calculation of actual time taken between two activities (P1-P4)
- Calculation of spillage beyond completion time (P5)
- % Achievement of MB booking (P6)

- Stage wise score as per assigned weightage
- Aggregate score of the scheme
- Civil Work Pendency Index (CWPI) score of the department/ Corporation i.e. Average score of the schemes.

Please note:

- Admin may have the rights to change the fields according to the requirements in future with due approvals by the authority.
- Format and Condition may be changed according to requirement.

D. Ranking Section:-

Dashboard will reflect following types of Rankings on the basis of particular date selection. CWPI ranking is done on the basis of Higher the Marks, lesser the Performance.

1. Departments / Corporations ranking on the basis of CWPI Score.
2. Departments / Corporations Ranking on the basis of individual scheme type CWPI Score. There are three type of Scheme -
 - a. Oldest 50 and pending Scheme
 - b. Flagship Scheme
 - c. Project Costing more than Rs 5 Cr during last 3 Financial Years
3. Conditional Ranking as per the requirements.

Please note:

- The format can be changed depending on the requirements.

E. Report Section:-

Dashboard will reflect following types of Report on the basis of particular date selection.

1. CWPI Detailed reports on the basis of following type of Scheme -
 - a. Oldest 50 and pending Scheme
 - b. Flagship Scheme
 - c. Project Costing more than Rs 5 Cr during last 3 Financial Years
2. When selection on particular Departments / Corporations and Date, the Detailed Reports will generate of that Departments / Corporations.
3. When selection on particular Scheme on the basis of Departments / Corporations and Date, the Detailed Reports will generate of that Scheme.
4. Conditional Report as per the requirements.

Please note:

- The format can be changed depending on the requirements.

F. User Management:-

Different types of Users can have access to this web application. Facilities to be introduced in the web application may include but not be limited to the following:

- The system will have the option to create and manage users.

- There should be one Super Admin User who will have all the authority to access the system.
- The Super Admin User can provide the login id for the departmental / corporations admin user of the concerned department / corporations.
- Either data can be entered by departmental / corporation admin or departmental / corporation admin have the rights to create another login id for concerned official of the scheme.
- On the basis of this login ID, the concerned official will enter the data of respective stage assigned by the departmental admin associated with the scheme.
- System should have an interface for departmental / corporation user (official user) where they can enter the data of respective stage assigned by the departmental admin associated with the scheme.
- Admin user will have the authority to create, activate, deactivate other users and assign roles and rights.
- Departmental admin have the right to create, activate, deactivate for their respective Departmental users.
- System will have the option of password regeneration and can create new one with the OTP on the registered mobile and the email id of the User.
- System will have an option to Active User can change their details also change the password with the OTP on registered mobile and the email id of the User.
- Read only User will be able to see the real time progress.
- Departments / Corporations Admin User will be able to see the real time progress as well as enter the Date for respective Departments / Corporations.

G. Points to be followed for development of the CWPI:-

1. The web application should be fully responsive on all device types, screen sizes, and resolutions. The website design must be modern and clean.
2. The web application should be easy to navigate and the user should be able to find the information they are looking for quickly and easily.
3. The web application should be fully equipped with SMS and email integration facility.
4. The web application developed should be able to generate query based reports, Fixed / Pre-defined Reports, Custom Reports, Analytical Reports and all reports should be exportable to different formats like excel, pdf, word.
5. Agency to undertake sole responsibility for complete development, implementation, integration, testing, UAT, Go Live & Roll Out of the software.
6. Agency shall be responsible for Maintenance of the software along with providing technical & administrative support for 1 year. All issues shall be resolved in the given time mutually decided with BVM. The support can be extended onsite / offsite depending on the criticality of the issue.
7. Dedicated team of agency shall be deployed / authorized for BVM for smooth development, implementation and maintenance of web application.
8. The hosting environment will be provided by Government of Bihar (IT Department).

9. The agency shall provide complete source code along with the user manual, reference handbooks and End user training.
10. Agency should be responsible for Bug Fixing, Testing, End-User problem resolution and enhancement in existing modules.
11. Web application software should have the capability of integration with WAMIS (Works & Accounts Management Information System) to provide a seamless experience for users. (<https://wamisuat.bihar.gov.in/wamisb/login.do>)
12. Agency shall provide / facilitate Security Audit Certificate from CERT-IN empanelled agency. Agency shall be responsible for implementing SSL certificate on the web portal for the entire project tenure.

H. Exit Management:-

1. After completion of its tenure or in the case of termination (if any) of the services, the agency shall transfer all data to new agency related to services provided by them.
2. The agency should provide all the data to BVM at least 15 days prior to the last date of contract expiration/ termination. In case BVM decides to engage a new agency, the selected agency is expected to handhold and transfers all data to the new agency within 15 days of receipt of such request from BVM.

6. PROJECT DELIVERABLES, TIMELINE AND PAYMENT SCHEDULE

The selected agency shall submit deliverables / reports as per the following timelines:

Sl. No.	Deliverable	Timeline (T = Project Commencement)	Payment (% of Total Order Value)
A. Application Design, Development and Implementation			
i.	Collection of information from BVM regarding CWPI	T + 15 Days	60% of Total Order Value
ii.	System Study, Analysis and Design	T + 30 Days	
iii.	System Development	T + 60 Days	
iv.	UAT Sign-off and Go-live	T + 75 Days	
iii.	Application Implementation, Demonstration and Training	As directed by BVM	
B. Maintenance and Support			
iv.	Application Maintenance and Support for 1 year	Continuous Support for one year after Go-live.	40% of Total Order Value (10% for each quarter)

1. Project Commencement date shall be taken from the date of signing of agreement with the agency.

2. BVM shall appoint a Nodal officer for monitoring of the project. The Nodal Officer will be responsible for acceptance of all deliverables upon satisfactory completion of the work by the agency.
3. The agency shall complete all the deliverables and submit relevant reports for the deliverables mentioned above at Sl. No. (i) – (iii) along with UAT sign-off and Go-live on or before due date as per timeline.
4. Go-live shall mean Go-live of the application after successful hosting on SDC.
5. The deliverable reports shall be submitted to the designated Nodal Officer of BVM for the project and the agency shall obtain acceptance of the deliverables in writing from concerned officer.
6. In case of termination of the agreement, the entire document used by agency in the execution of project shall become property of BVM.
7. Application Maintenance and Support period shall be for 1 year from the date of Go-live and / or final acceptance of deliverables by BVM, whichever is later.

6.1 Payment schedule

1. Payment for Application Design, Development and Implementation part will be made after submission of documents related to successful deployment of the application i.e. Acceptance of Go-live, UAT sign-off and acceptance of deliverable reports in writing from by the designated nodal officer of BVM for the project.
2. Payment for Application Maintenance and Support part will be paid quarterly after submission of successful “software maintenance support” certificate by the designated nodal officer of BVM for the project.
3. BVM, may, by written notice to the agency, suspend payment if the agency fails to perform any of its obligations under the agreement including carrying out of the services, provided that such notice of suspension:
 - a. Shall specify the nature of failure.
 - b. 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.

6.2 Penalty Clause

1. Should the Agency fails to develop and implement the Software application within the timeline, BVM shall be entitled to recover 1% of the value of the delayed service for each week of delay or part thereof for a period up to 10 (Ten) weeks i.e. maximum 10% of the order value.
2. If agency is not able to develop and implement the software even after 10 weeks of the due date for completion of work as per the timeline, the Award of contract will be cancelled.

7. INSTRUCTION TO BIDDERS

7.1 General Instructions to the Bidders

1. Bid proposals in response to the RFP shall be submitted under 'Two Cover System', in duplicate.
 - a. Technical Proposal (Original and a Copy)
 - b. Financial Proposal (Original and a Copy)
2. Both the proposals shall be submitted in separate covers, properly sealed and the covers should be clearly labelled as:
 - a. **Technical Proposal for BVM/2022-23/Proc/01** - "Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool".
 - b. **Financial Proposal for BVM/2022-23/Proc/01** - "Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool".
3. Both the covers – the one containing Technical Proposal and the other containing Financial Proposal shall be submitted in a single sealed main cover clearly labelled – **"Proposal for BVM/2022-23/Proc/01 - Selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool"**.
4. BVM will not be responsible for any delay or transit loss or late delivery of bids to the office of CGM. **Late bids i.e. bids submitted after the deadline for submission prescribed by BVM will not be considered for evaluation.**
5. All evaluation will be carried out by BVM. BVM may constitute an evaluation committee to evaluate the bids. Evaluation conducted by the committee shall be final and binding on all the bidders.
6. BVM evaluation committee will first evaluate the technical bid proposals submitted by the bidder based on the technical evaluation criteria (*Refer Sec 8.1*). **Relevant documents in support of technical evaluation criteria must be enclosed along with Technical Bid documents failing which the bid will be liable to be rejected.**
7. The evaluation committee will evaluate the responses to the RFP and all supporting documents / documentary evidence. **Non-submission of requisite supporting documents / documentary evidences would lead to rejection of the proposal.**
8. During evaluation stage, BVM, at its discretion, may ask the bidder for clarification in respect of bid submitted. The bidder should respond within timelines provided, failing which their bid proposal may be rejected and / or marks may not be awarded. The queries and the response to received queries will be in writing, and no change in the substance of the bid will be sought, offered, or permitted.
9. BVM reserves the absolute right to reject the offer if it is not in accordance with its requirements and no further correspondence whatsoever will be entertained in the matter. Any technical proposal submitted cannot be withdrawn / modified after the last date for submission of the bids.
10. The decision of the BVM evaluation committee in the evaluation of responses to the RFP will be final.

11. Based on the technical evaluation, Financial Proposals of only those bidders will be opened, which are qualified in Technical evaluation.
12. Letter of award shall be issued to the lowest bidder (L1) in financial proposal evaluation whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP. **The agency shall communicate its acceptance of award in writing to BVM within 7 days of issue of letter of award.**

7.2 Earnest Money Deposit (EMD / Bid Security)

1. The bidders shall submit, as part of its Technical Proposal, an EMD (Unless Exempted under MSE / Startups) of amount **INR 20,000 only (Rupees Twenty Thousand only)** in the form of a Bank Draft issued by a Scheduled / Nationalized Bank in India, drawn in favour of BIHAR VIKAS MISSION, payable at Patna.
2. Bids of the firms submitted without EMD or lesser amount as demanded will be summarily rejected.
3. EMD of the successful agency will be returned, without any interest, upon acceptance of the letter of award and furnishing the requisite Performance Security Deposit in accordance with the provisions of section 9.4 of this RFP.
4. The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned, without any interest, as early as possible after expiry of bid validity period but not later than 30 days of the award of the contract.
5. MSEs (Micro & Small Enterprises) / Startups are exempted from payment of Earnest Money Deposit.
 - a. The MSEs participating in the tender and seeking exemption from payment of EMD shall enclose with their bid a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro, Small and Medium Enterprises in support of their being an MSE, failing which their tender will be liable to be rejected.
 - b. The startups participating in the tender and seeking exemption from payment of EMD shall enclose with their technical proposal a copy of their registration as a startup with appropriate central government / state government bodies.
6. The Bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Mission will not suffer loss and damage on account of withdrawal of its bid or for any other default by the bidder during the bid validity period.
7. EMD shall be forfeited and appropriated by the Bihar Vikas Mission hereunder or otherwise, under the following conditions:
 - a. If a Bidder withdraws its bid, during the period of bid validity as specified in this RFP.
 - b. If the successful bidder does not:
 - i. Accept the letter of award issued to the agency.

- ii. Fails to furnish the Performance Security Deposit within the period prescribed.

8. The successful bidder shall ensure the EMD remains valid till signing of Contract Agreement. In case, the EMD bank draft is expiring before signing of the agreement, the successful bidder may be asked to replace it with a fresh Bank Draft of the same value.

8. EVALUATION OF PROPOSALS

8.1 Technical Proposal Evaluation

1. Relevant documents in support of the Technical evaluation criteria must be enclosed along with Technical Bid Proposal documents failing which the proposal shall not be considered and will be rejected.
2. The Technical bid proposals will be opened, in the presence of Bidder's or their representatives who wish to attend the bid opening on date and time as mentioned in schedule of events.
3. Technical Evaluation requirements and documents required in support are as listed below:

S. No.	Technical Evaluation requirement	Documentary evidence required
i.	Earnest Money Deposit <i>Not required in case of MSEs / Startups against documentary proof of registration as MSEs / Startups in relevant sector.</i>	Bank Draft of Rs 20,000 (Rs. Twenty Thousand only) in favour of BIHAR VIKAS MISSION
ii.	The bidder should be registered in India as a company under Companies Act or a Partnership Firm or a registered Limited Liability Partnership firm (LLP) with appropriate authority and should be operational in India for a minimum period of 3 years. OR For MSEs / Startup – Minimum 1 year.	a) Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached. b) For MSEs / Start-up – certificate of registration as MSE / Startup with appropriate authority. c) Financial Statement certified by Auditor / Service Tax return / GST return / Income tax return for the years in operation.

iii.	The bidder should have minimum annual revenue / turnover of Rupees 50 lakh from during each of the last three declared financial years. (FY 2019-20, 2020-21, 2021-22) OR For MSEs / Startups, minimum annual revenue / turnover should be of Rupees 30 lakh during last declared financial year. (FY 2021-22)	Copy of audited financial results / annual revenue / turnover for last three declared financial years (last financial year for MSEs / Startups) certified by the auditor.
iv.	The bidder should be registered with relevant authorities required for its conduct of business.	Copy of the following documents to be submitted by the bidder: • PAN • GST Registration • EPF Registration
v.	Details of Authorised Signatory.	Representative authorization letter in the company letterhead who is authorised to sign the entire document relating to this RFP and authorised to enter into agreement / discussion / negotiation with BVM.
vi.	Affidavit from Authorized Signatory	Affidavit from Authorised Signatory (Refer Annexure – 1 for format)
vii.	Bidder should have successfully implemented at least 3 (Three) MIS Software Projects for any Government Department / bodies in India.	Agreement / Work Order / Completion Certificate / Payment order of the Concerned Projects should be attached
viii.	Bidder should have successfully implemented at least 1 (One) Web portal / Web based Software Application for any Government Department / bodies in India.	Agreement / Work Order / Completion Certificate / Payment order of the Concerned Projects should be attached
<i>Project/s evaluated under criteria (vii) may also be considered under criteria (viii) and vice-versa subject to the project/s meeting the specific requirements of criteria.</i>		

In absence of any of the above documents, the proposal will be treated as non-responsive and summarily rejected.

8.2 Financial Proposal Evaluation

1. The Financial Proposal of only those bidders will be opened, which are qualified in Technical Proposal evaluation.

2. Price Quoted in Financial Proposal shall include inter-alia, all costs such as cost of engaging personnel, cost towards tools, software licences, tours & travels that may be required for successful completion of work as per terms & condition. No claim of on account of any taxes, duties and levies or any interest therein shall be entertained.
3. The Financial Proposals will be opened, in the presence of Bidder's or their representatives who wish to attend the Financial Proposal opening on date and time as mentioned in schedule of events or as communicated to all the technically qualified Bidders.
4. The Financial Proposal documents should be submitted in duplicate (Original & Copy) in two separate sealed envelope in the format as prescribed in this tender document. (Ref Annexure – 2)
5. No supporting document or printed literature shall be submitted with the Financial Proposal unless specifically asked for.

9. GENERAL TERMS AND CONDITIONS

1. Bidders are advised to study the RFP document carefully before submitting their bids. Submission of bid in response to this RFP will be deemed to have been done after careful study and examination of this document and associated corrigendum (if any issued) with full understanding of its terms, conditions and implications.
2. All pages of the bid proposal must be sequentially numbered, sealed and signed by the Authorized Signatory of the Bidder.
3. Technical details must be completely filled up containing correct technical information. All the corrections or alterations, if any, should be authenticated. There should be no hand-written material, corrections or alterations in the proposal.
4. Consortium bidding is not allowed.
5. It may be noted that BVM will not pay any amount / expenses / charges / fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses etc. for participation in the bid process.

9.1 Submission of Pre-bid Queries

1. For any queries with respect to the RFP, bidders may send their query through an email to cgm.mso.bvm@gmail.com clearly mentioning in subject as “Pre-bid query for RFP Ref. No.: BVM/2022-23/Proc/01”.
2. Relevant section and page number of this RFP should be clearly mentioned with the query.
3. All such queries should reach BVM within specified timeline as mentioned in the schedule of events. BVM will not liable to answer any queries received after the timeline.
4. The concerned authority may provide clarifications, if necessary.

9.2 Bid validity

1. For the purpose of placing the order, the Bids shall remain valid for at least 180 days after the date of bid opening.
2. A bid valid for a shorter period may be rejected by BVM as being non-responsive.

3. During the period of validity of Bids, the rates quoted shall not change.
4. In exceptional circumstances, BVM may ask for extension of the period of validity and such a request shall be binding on the bidder. BVM request and the response to such a request by various bidders shall be in writing.

9.3 Execution of Agreement

1. The Agency i.e. successful bidder will execute a contract agreement with BVM, subject to submission of requisite Performance Security, which would include scope of services and terms and conditions of the services to be provided including timelines, penalty clauses and any other conditions as may be prescribed by BVM and mutually agreed by the bidder. *Draft Agreement is enclosed as Annexure - 4 of this RFP.*
2. The costs and expenditure of executing the agreement should be borne by the bidder. The bidder shall execute the Agreement within 10 days from the acceptance of letter of award. The Agreement will be executed by the authorized signatory of the Bidder.

9.4 Performance Security

1. The agency (i.e. L1 bidder in financial evaluation) before signing of contract agreement shall provide a Performance Security totalling to 10% of the total order value. Performance Security will be payable by the Agency in advance at the time of acceptance of letter of award through:
 - o Demand Draft payable in favour of BIHAR VIKAS MISSION
 - OR
 - o Bank Guarantee in favour of BIHAR VIKAS MISSION valid for 1 year 6 months from the date of issue of letter of award. (*Refer Annexure – 3 for Format of Bank Guarantee*).
2. The Performance Security will be returned after a period of sixty days beyond the date of completion of successful discharge of services and completion of contractual obligations of the work order by the Agency i.e. after completion of Application Maintenance and Support Period.

9.5 Professionalism

1. The agency should provide professional, objective and impartial advice at all times and hold BVM's interests paramount and should observe the highest standard of ethics while execution of assignment.
2. Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. BVM in its discretion may decide to forfeit, black list or debar these bidders for suitable period besides taking other punitive measures. Decision of BVM in this regard shall be final and binding.

9.6 Adherence to Standards and compliance of laws

1. The bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities. It should also ensure that the bidder has complied with all required legal compliances and also has the necessary permission and licenses to do the job as a software development agency.
2. The Bidder will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of agreement if discrepancies/ violations are observed. BVM reserves the right to ascertain information from the other institutions to which the bidders have rendered their services for execution of similar projects. Any adverse feedback from such institutions may lead to rejection of the bidder.

9.7 Indemnity

1. The successful bidder will indemnify BVM and its officials and keep indemnified for against any loss or damage that BVM may sustain on account of violation of patent, trademarks intellectual property rights, losses incurred due to malfunctioning of the proposed solution, interruption in use or unavailability of data, breach of confidentiality, any gross negligence by the employees of the successful bidder etc.
2. The agency will, at its own expense, defend and indemnify BVM and its officials against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by bidder. Agency will provide infringement remedies and indemnities for third party products, on a pass through basis. The agency will expeditiously extinguish any such claims and will have full rights to defend it there from. If BVM is required to pay compensation to a third party resulting from such infringement, the bidder will be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a bidder approved settlement. BVM will issue notice to the agency of any such claim without delay and provide reasonable assistance to the agency in disposal of such claim, and will at no time admit to any liability for, or express any intent, to settle the claim. The agency will also reimburse all incidental costs, which BVM incurs in this regard.
3. In the event of the agency not fulfilling its obligations under this clause within the period specified in the notice issued by BVM, BVM has the right to recover the amounts due to it under this provision from any amount payable to the agency under this project.
4. The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this RFP.

9.8 Dispute Resolution

1. BVM and the agency will make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the agreement. If after 30 days from the commencement of such informal negotiations, BVM and the agency have been unable to resolve amicably any agreement

dispute; either party may require that the dispute be referred for resolution by formal arbitration.

2. All questions, disputes or differences arising under and out of, or in connection with the agreement, will be referred to sole Arbitrator appointed by BVM and the award of the arbitrator will be final and binding on the parties. The arbitration and reconciliation act 1996 and revisions, if any, thereof, will apply to the arbitration proceedings and the venue of the arbitration will be at PATNA. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf will be borne by each party itself.
3. The Bid and subsequent Agreement with the agency will be governed in accordance with the Laws of State of Bihar and / or India and will be subject to the exclusive jurisdiction of Courts in Patna.

9.9 Confidentiality

1. This document contains information confidential and proprietary to BVM. Additionally, the agency will be exposed by virtue of the activities to be undertaken under the agreement to the internal business information of BVM. Disclosures of receipt of this RFP or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the agency, premature termination of the agreement, and / or legal action against the agency for breach of trust.
2. The agency (and its employees) will not, unless BVM gives permission in writing, disclose any part or whole of this RFP document, of the proposal and/or agreement, or any specification, plan, drawing, pattern, sample or information furnished by BVM (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or agreement. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance. The employees or the third party engaged by the bidder will maintain strict confidentiality.
3. The agency, its employees and agents will not, without prior written consent from BVM, make any use of any document or information given by BVM or its Authorized personnel, except for purposes of performing the agreement awarded. In case of breach, BVM will take such legal action as it may be advised. The agency has to maintain confidentiality even after completion/ termination of the agreement.

9.10 Assignment

1. Neither the agreement nor any rights granted under the agreement will be sold, leased, assigned, or otherwise transferred, in whole or in part, by the agency, and any such attempted sale, lease, assignment or otherwise transfer will be void and of no effect without the advance written consent of BVM.
2. If the agency undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc. the service level agreement executed with the

agency after award of purchase order will be considered to be assigned to the new entity and such an act will not affect the rights of BVM under the executed service level agreement.

9.11 Rights of BVM

1. BVM will be under no obligation to accept the lowest or any other offer received in response to this RFP and will be entitled to reject any or all offers without assigning any reason whatsoever.
2. BVM has the right to re-issue bid.
3. BVM reserves the right to make any changes in the terms and conditions of the RFP that will be informed to all the bidders.
4. BVM will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer / bid are rejected. Any decision of BVM in this regard will be final, conclusive and binding upon the bidder.

ANNEXURES

10.1 Annexure 1: Format of affidavit signed by Authorised signatory to be submitted by bidder along with the Technical Proposal

*(To be executed in presence of Public notary on non-judicial stamp paper of the value of ₹ 100/.
The stamp paper has to be in the name of the bidder)*

I (Name and designation) appointed as the authorized signatory of the bidder (including its constituents), M/s _____ (hereinafter called the Bidder) for the purpose of the RFP documents as per the RFP Ref No. BVM/2022-23/Proc/01 dated 04-Nov-2022 of Bihar Vikas Mission, do hereby solemnly affirm and state on the behalf of the Bidder including its constituents as under:

1. With reference to RFP Ref No. BVM/2022-23/Proc/01, I/we have examined the bid documents and understood the contents, hereby submit my/our proposal for the aforesaid project. The proposal is unconditional.
2. All information provided in the proposal and appendices are true and correct.
3. This statement is made for the express purpose of qualifying as a bidder for undertaking the Project.
4. I/We shall make available to the tendering authority for any additional information it may find necessary or require to supplement or authenticate the bid.
5. I/We acknowledge the right of tendering authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any addendum issued by the tendering authority.
 - b. I/We hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We declare that we are not a member of any other firm submitting a proposal for this project.
8. I/We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
9. I/We declare that we are not blacklisted / debarred by any Central / State Government / Agency of Central / State Government of India or Public Sector Undertaking / any Regulatory Authorities in India for any kind of fraudulent activities.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. In the event of my/ our being declared as the successful, I/We agree to enter into an agreement in accordance with the draft that has been provided to in the RFP document.

We agree not to seek any changes in the aforesaid draft and agree to abide by the same. The fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP.

12. I/We undertake to provide Performance Security of 10% of the order value in case the contract is being awarded to us.
13. I/We agree and understand that the Proposal is subject to the provisions of the RFP documents. In no case, I/We shall have any claim or right of whatsoever nature if the project is not awarded to me/us or our proposal is not opened.
14. I/We agree to keep this offer valid for 180 days from the proposal due date specified in the RFP.
15. I/we also understand that if the certificates / documents submitted by us are found to be false/forged or incorrect at any time even after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD and Performance Security.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorised signatory
SEAL AND SIGNATURE OF THE BIDDER

Date:
Name:
Designation:

10.2 Annexure – 2: Financial Proposal Format

To,

The Chief General Manager,
Bihar Vikas Mission
Patna – 800023, Bihar

Sub: Financial Proposal (RFP Ref. No.: BVM/2022-23/Proc/01 dated 04-Nov-2022) for selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool

Dear Sir,

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

Sl. No.	Deliverable	Total Amount in Figures (in INR) (Exclusive of all taxes)	Total Amount in Words (in INR) (Exclusive of all taxes)
A.	Application Design, Development and Implementation		
B.	Application Maintenance and Support for 1 year (Continuous support for one year after Go-live)		

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

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

Yours faithfully,

(Sign of Authorized Representative and Seal of the Bidder)

Date:

Name:

Designation:

10.3 Annexure – 3: Format of Bank Guarantee (BG) for Performance Security deposit

Performance Security Bank Guarantee (Unconditional)

Bank Guarantee No.:	Issuing Bank:
Date of Issue:	[insert: Bank's Name and Address of Issuing Branch or Office]
Effective Date:	
Expiry Date:	Beneficiary: BIHAR VIKAS MISSION
Value of Bank Guarantee:	

To,

Bihar Vikas Mission,
Bihar State Building Construction Corporation campus,
Hospital Road, Rajbanshi Nagar,
Patna – 800023

Whereas consequent to your Request for Proposal (RFP) Ref. No.: **BVM/2022-23/Proc/01 dated 04-Nov-2022**, you have issued a letter of award vide Memo No. BVM / _____ dated _____ to M/s _____, having its office at _____ (hereinafter referred to as "the Agency") for selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool.

Whereas as per the terms of the RFP and Agreement to be executed between Bihar Vikas Mission and the Agency, the Agency has to submit a Bank Guarantee in favour of BIHAR VIKAS MISSION.

And whereas, we, _____ Bank, having our branch office at _____ (herein after referred to as "the Guarantor") on the request of the Agency hereby expressly and irrevocably undertake and Guarantee to pay to you, a sum not exceeding Rs. /- (Rupees Only) in the event of any breach by the agency of the obligations under your said RFP/Agreement, for reasons attributable to the Agency.

This Guarantee shall be limited to an amount not exceeding Rs. /- (Rupees Only). You may raise a demand on us in writing stating the amount claimed under the Guarantee and on receipt of your claim in writing, without any demur, protest or contest and without any reference to the Agency, we the Guarantor shall make the payment under this Guarantee to BIHAR VIKAS MISSION on written claim / demand.

We the Guarantor, further confirm that a mere letter from the Bihar Vikas Mission that there has been a breach by the Agency of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

We shall not be discharged or released from this undertaking and the Guarantee by any arrangement, variation, violation between you and the Agency, indulgence to Agency by you with or without our consent or knowledge and this Guarantee shall be in addition to any other Guarantee or security you possess against the Agency.

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of the Bank, Guarantor or the Agency. It is further guaranteed that the payment under this Guarantee shall be made by us on receipt of your written demand as aforesaid making reference to this Guarantee. Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs./- (RupeesOnly). This Guarantee shall remain in full force and effect for a period of 1 years 6 months from the date of issue of letter of award i.e. ____ Day of ____, 20____ and shall expire no later than ____ Day of ____, 20____. Any Demand for payment under this must be received by us at this office on or before that date.

This guarantee will not be discharged due to any change in the constitution of the Bank or the Agency.

For _____
(Branch and Bank)
With Date and Rubber Stamp

10.4 Annexure – 4: Draft Agreement

[To be executed on Stamp Paper of value not less than Rs 1000 (Rupees One Thousand Only)]

AGREEMENT FOR SERVICES

This Agreement for Services entered into on the date _____ .

BETWEEN

Bihar Vikas Mission, a society registered under the Societies Registration Act, 1860 and having its registered office at Bihar State Building Construction Corporation Campus, Hospital Road, Rajbanshi Nagar, Patna 800023, Bihar, hereinafter referred to as "BVM", which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include its permitted assigns and successors in business of the FIRST PART

AND

_____, a company registered under the Companies Act 1956 (or as applicable) having its registered office at _____

_____ hereinafter referred to as "Agency" which expression shall unless it be repugnant to the context be deemed to include its permitted successors and assigns of the OTHER PART.

WHEREAS

1. BVM has invited bids as per notice inviting tenders RFP Ref. No.: BVM/2022-23/Proc/01 dated 04-Nov-2022 for selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool.
2. The Agency having represented to BVM that it has required professional skills, personnel and technical resources to carry out the services mentioned in the RFP through their bid to the RFP and clarifications and / or presentations to provide services to BVM as per the terms and conditions set forth in the RFP.
3. BVM has accepted the proposal of the agency for a sum of[insert: total amount in words and figures] (hereinafter called "the Order Value").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of agreement referred to.
2. It shall constitute the agreement between BVM and the Agency, and each shall be read and construed as an integral part of the agreement as per terms and conditions mentioned in the RFP.
3. In consideration of the payments to be made by BVM to the agency as hereinafter mentioned, the agency hereby covenants with BVM to provide the services and to remedy defects therein in conformity in all respects with the provisions of the agreement and the RFP.
4. BVM hereby covenants to pay the agency in consideration of the provision of the design, development, implementation and maintenance of the application and services and the remedying of defects therein, the order value or such other sum as may become payable under the provisions of the agreement at the times and in the manner prescribed by the agreement.
5. Brief particulars of the software application and services which shall be supplied / provided by the agency, total value of the project i.e. order value, delivery schedule, payments terms and penalty clause are mentioned hereunder:

A. BRIEF DESCRIPTION OF THE SOFTWARE APPLICATION

1. CWPI Project Objective – As mentioned in section 4 of the RFP.
2. Scope of Work – As mentioned in section 5 of the RFP.

B. TOTAL ORDER VALUE

Sl. No.	Deliverable	Total Amount in Figures (in INR) (Exclusive of all taxes)	Total Amount in Words (in INR) (Exclusive of all taxes)
A.	Application Design, Development and Implementation		
B.	Application Maintenance and Support for 1 year (Continuous support for one year after Go-live)		

C. PROJECT DELIVERABLES, TIMELINE AND PAYMENT SCHEDULE

The selected agency shall submit deliverables / reports as per the following timelines:

Sl. No.	Deliverable	Timeline (T = Project Commencement)	Payment (% of Total Order Value)
A. Application Design, Development and Implementation			
i.	Collection of information from BVM regarding CWPI	T + 15 Days	60% of Total Order Value

ii.	System Study, Analysis and Design	T + 30 Days	
iii.	System Development	T + 60 Days	
iv.	UAT Sign-off and Go-live	T + 75 Days	
iii.	Application Implementation, Demonstration and Training	As directed by BVM	
B. Maintenance and Support			
iv.	Application Maintenance and Support for 1 year	Continuous Support for one year after Go-live.	40% of Total Order Value (10% for each quarter)

1. Project Commencement date shall be taken from the date of signing of agreement with the agency.
2. BVM shall appoint a Nodal officer for monitoring of the project. The Nodal Officer will be responsible for acceptance of all deliverables upon satisfactory completion of the work by the agency.
3. The agency shall complete all the deliverables and submit relevant reports for the deliverables mentioned above at Sl. No. (i) – (iii) along with UAT sign-off and Go-live on or before due date as per timeline.
4. Go-live shall mean Go-live of the application after successful hosting on SDC.
5. The deliverable reports shall be submitted to the designated Nodal Officer of BVM for the project and the agency shall obtain acceptance of the deliverables in writing from concerned officer.
6. In case of termination of the agreement, the entire document used by agency in the execution of project shall become property of BVM.
7. Application Maintenance and Support period shall be for 1 year from the date of Go-live and / or final acceptance of deliverables by BVM, whichever is later.

D. PAYMENT SCHEDULE

1. Payment for Application Design, Development and Implementation part will be made after submission of documents related to successful deployment of the application i.e. Acceptance of Go-live, UAT sign-off and acceptance of deliverable reports in writing from by the designated nodal officer of BVM for the project.
2. Payment for Application Maintenance and Support part will be paid quarterly after submission of successful "software maintenance support" certificate by the designated nodal officer of BVM for the project.
3. BVM, may, by written notice to the agency, suspend payment if the agency fails to perform any of its obligations under the agreement including carrying out of the services, provided that such notice of suspension:
 - a. Shall specify the nature of failure.
 - b. 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.

E. PENALTY CLAUSE

1. Should the Agency fails to develop and implement the Software application within the timeline, BVM shall be entitled to recover 1% of the value of the delayed service for each week of delay or part thereof for a period up to 10 (Ten) weeks i.e. maximum 10% of the order value.
2. If agency is not able to develop and implement the software even after 10 weeks of the due date for completion of work as per the timeline, the Award of contract will be cancelled.

6. The RFP Ref. No.: **BVM/2022-23/Proc/01 dated 04-Nov-2022** issued for “selection of an agency for Design, Development, Implementation and Maintenance of web-based application & MIS dashboard for Civil Works Pendency Index tool” and any amendments made thereof shall be an integral part of the agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their duly authorized representatives as of the date written herein.

**For and on behalf of
BIHAR VIKAS MISSION**

**For and on behalf of
.....<Name of Agency>.....**

Signature
**Chief General Manager, Bihar Vikas
Mission**

Signature
**Authorized signatory of the agency
(Name & Designation)**

Witness

Witness

Signature
**General Manager – HR (Recruitment),
Procurement and Legal, Bihar Vikas
Mission**

Signature
**Representative of the agency
(Name & Designation)**

10.5 Annexure – 5: Checklist of Documents

S. No.	Requirement	Documentary evidence required	Documents Submitted (YES / NO)	Details of Documents / Page No.
i.	Earnest Money Deposit <i>Not required in case of MSEs / Startups against documentary proof of registration as MSEs / Startups in relevant sector.</i>	Bank Draft of Rs 20,000 (Rs. Twenty Thousand only) in favour of BIHAR VIKAS MISSION		
ii.	The bidder should be registered in India as a company under Companies Act or a Partnership Firm or a registered Limited Liability Partnership firm (LLP) with appropriate authority and should be operational in India for a minimum period of 3 years. OR For MSEs / Startup – Minimum 1 year.	d) Copy of Certificate of Incorporation / registration from Registrar of Companies or appropriate authority to be attached. e) For MSEs / Start-up – certificate of registration as MSE / Startup with appropriate authority. f) Financial Statement certified by Auditor / Service Tax return / GST return / Income tax return for the years in operation.		
iii.	The bidder should have minimum annual revenue / turnover of Rupees 50 lakh from during each of the last three declared financial years. (FY 2019-20, 2020-21, 2021-22) OR For MSEs / Startups, minimum annual revenue / turnover should be of Rupees 30 lakh during last declared financial year. (FY 2021-22)	Copy of audited financial results / annual revenue / turnover for last three declared financial years (last financial year for MSEs / Startups) certified by the auditor.		

iv.	The bidder should be registered with relevant authorities required for its conduct of business.	Copy of the following documents to be submitted by the bidder: • PAN • GST Registration • EPF Registration		
v.	Details of Authorised Signatory.	Representative authorization letter in the company letterhead who is authorised to sign the entire document relating to this RFP and authorised to enter into agreement / discussion / negotiation with BVM.		
vi.	Affidavit from Authorized Signatory	Affidavit from Authorised Signatory (Refer Annexure – 1 for format)		
vii.	Bidder should have successfully implemented at least <u>3 (Three) MIS Software Projects</u> for any <u>Government Department / bodies in India.</u>	Agreement / Work Order / Completion Certificate / Payment order of the Concerned Projects should be attached		
viii.	Bidder should have successfully implemented at least <u>1 (One) Web portal / Web based Software Application</u> for any <u>Government Department / bodies in India.</u>	Agreement / Work Order / Completion Certificate / Payment order of the Concerned Projects should be attached		
ix.	Tender Document Fee	Bank Draft of Rs 1,000/- (Rupees One Thousand Only) in favour of BIHAR VIKAS MISSION		
x.	Financial Proposal (To be submitted as per Sec 8.2)	Financial Proposal Format (Refer Annexure – 2 for format)		