

TENDER DOCUMENT

The open tenders (under 2-Bid system) for developing Entrance Test Portal of BHU (automation of entrance test process in various courses run by the University consisting of pre and post test stages), training of BHU staff and facility management service as per details of scope of work laid in the tender document.

DETAILS OF TENDER

**Earnest Money Deposit (EMD)
Rs. 50,000/-**

**Performance Guarantee
@ 10% of the value of work order**

**Last Date & Time for receipt of Tender Documents
02.02.2013 ; 17.00 Hours**

**Date & Time for Opening Technical Bid
05.02.2013 ; 16.00 Hours**

**Date & Time for placing the list of Technically short listed bidders on BHU website
06.02.2013 ; 17.00 Hours**

**Date & Time for Demonstration of Capabilities as part of Technical bid
08.02.2013 ; 11.00 Hours**

**Date and Time for Opening Financial Bid
08.02.2013 ; 17.00 Hours**

**Tentative date for placement of order and signing of SLA
11.02.2013**

**Deadline for Entrance Test Portal achieving 'GO LIVE' stage
28.02.2013**

**Venue for Demonstration
Committee Room No. 2
Central Office, BHU**

**Address for Tender
Controller of Examinations
Banaras Hindu University
Varanasi - 221 005**



BANARAS HINDU UNIVERSITY

(Established by Parliament vide notification no. 225 of 1916)

Office of the Controller of Examinations

Varanasi-221 005

Website: <http://www.bhu.ac.in>

F. No. CE/UET/2012-13/

January 12, 2013

DEVELOPMENT OF ONLINE ENTRANCE TEST PORTAL OF BHU, TRAINING OF BHU STAFF AND FACILITY MANAGEMENT SERVICE FOR THE ACADEMIC SESSION 2013-14, 2014-15 AND 2015-16

1. REQUEST FOR PROPOSAL:

The Banaras Hindu University, established in 1916, is one of the most prestigious Central University of the Country. An autonomous institution of character and repute, it conducts nationwide competition for admission to its various courses through the Under Graduate, Post Graduate and Research Entrance Tests (UET/PET/RET). It has 120 independent teaching departments, many of them are recognized as centre of excellence, 15 faculties, 1 college - Mahila Mahavidyalya and 3 Institutes and 4 colleges admitted to the privileges of the University. The entrance tests are conducted at selected centres across the Country and total subjects in which the test are held are nearly 125. The total number of candidates who appeared last year in the said test was around 2 lakh. This year the tests are tentatively scheduled from May 18 to June 5, 2013.

In the above background, the University has decided to invite online applications from candidates seeking admission to its various courses and manage the process of admission through a dedicated Online Entrance Test Portal of the University. Accordingly, **sealed proposals are invited from technically sound agencies having adequate infrastructure and experience of handling confidential work of similar nature i.e. online application processing and the entrance examination process of various Universities/Government Bodies involving multiple subjects and have experience of OMR evaluation and online declaration of results are eligible for this tender.**

The sealed tender under two bid system are to be submitted separately for Technical and Financial Bid in sealed cover to the Controller of Examinations, BHU, Varanasi-221005 latest by 17 hrs. on 02.02.2013. The Technical bid will be opened on 05.02.2013 at 16:00 hrs. The short listed agencies are required to make a presentation to prove their processing capabilities as part of Technical bid on 08.02.2013 at 11:00 hrs. The Financial bid of only such bidders who qualify in technical evaluation will be opened on 08.02.2013 at 17:00 hrs.

The University is calling for the financial bids on the **'Design-Build-Own-Operate (DBOO)-Part A' and 'Design-Build-Operate-Transfer (DBOT)-Part B' basis. The details of the two arrangements are provided in Section 6 of the Tender document.** The University shall be at liberty to decide the basis of award of work (either DBOO or DBOT) after assessing the financial bids. The bidders should quote in both the Parts (Part A and Part B). However, the bidders can quote in either of the two parts based on their preference with the rider that their bids shall not be considered under the part in which the bidder has not quoted.

2. SCOPE OF WORK :

2.1 : PRE-ENTRANCE TEST WORK -

A. Development of Entrance Test Portal of BHU

1. Hosting of application management system and associated database on a fast, fault tolerant, fail over, reliable and globally accessible server connected through high bandwidth.
2. Domain name registration
3. Mirroring of database to a specified BHU server
4. Hosting Information Bulletin(s) on the portal in pdf format.

Note: Ownership of the above shall rest with BHU from day one.

B. Designing of application form:

1. Design online form with fields to be specified by BHU. Link is to be provided on BHU website.
2. Registration by the candidate through a valid Email.
3. Confirmation of registration number and password sent to Email.
4. Help pop-ups and required/prescribed validations for each field including eligibility conditions/date of test for various courses.
5. Uploading of data, colored photo and signature by the candidate. Acceptance of images only in proper size and resolution is to be ensured.
6. Display of the accepted image to the candidate for confirmation.
7. Display of applicable test fees for any course as per category and as per rules of BHU.
8. Integration with a designated payment gateway as specified by BHU.
9. Display of final shape of form (with entries/other static essentials prescribed by BHU) to candidate before final confirmation of entries and submission of forms. Features to accept forms complete in all respects and after successful payment is to be provided.
10. Print facility (browser independent) of complete form in pdf format with auto generated form number to be available to the candidate immediately after acceptance and a copy sent to his E-mail simultaneously.

B. Processing of database:

11. Daily course wise list of applicants who have applied successfully is to be provided.
12. Regular display of Application status to candidates.
13. Generation of roll number as per scheme provided by BHU.
14. Test Centre management module having required flexibility.

C. Admit Card design & dispatch:

15. Test centre allocation to the candidates as per instructions of BHU.
16. Preparation of admit card with photo and signature in grey scale in a pre decided format.
17. Availability of Admit cards for download with link on BHU website.
18. Dispatch of Admit card to the candidate's Email box along with SMS alert.

D. Reports:

19. Preparation of Roll list and Attendance (Verification) sheet for 10 candidates per sheet for sending to the centres as required for each day and each course atleast 3 days before the departure of team of Observers for out station centres..
20. Preparation of Master file after marking absentee.

21. Providing interface for the live monitoring of application process as per requirement prescribed by the BHU.

E. Amenities for candidates:

22. Tracking of Application status after its acceptance.
23. Downloading of Admit card after a specified date.
24. Answering to Email queries of applicants after approval of CE, BHU, status report related to Email queries to be submitted to BHU on weekly basis.
25. Providing telephone help desk for answering queries of applicants.
26. Facility of sending Email and SMS alerts to applicants at each completed stage to be provided.
27. Dispatch of test scores and rank to candidates through E-mail and SMS.

F. Supply of OMR Answer Sheets:

24. Designing (as per design details provided by the BHU), Printing and Supply of requisite number of carbon less OMR answer sheets, both side printed on A4 size 100+70 GSM maplitho paper pre scanned and serialized, bar-coded and securely packed.

2.2. POST-ENTRANCE TEST WORK:

A. Scanning:

1. Scanning of OMR answer sheet in the premises of CE's Office under the supervision of authorised BHU Officials from two independent/different scanners (equipment). Raw data consequent to first scan from the two different scanners including the variations (if any) to be furnished to the BHU in the form of a printout and on a CD Rom.
2. Preparation of Absentee list based on OMR scanning.
3. Data correction as advised by the CE in writing and preparing error free data for evaluation accordingly.

B. Display of provisional answer key provided by the Controller of Examinations, BHU on the portal with a link on BHU website. Grievances of candidates to be auto directed to a prescribed e-mail account of BHU.

C. Evaluation:

4. Evaluation with the final key provided by the Controller of Examinations, BHU.

D. Declaration of Result:

5. Random manual checking of at least 5% OMR sheets and verification of marks so calculated to be tallied with computerized evaluation. A certificate in this regard is to be furnished by the selected agency before generation of final merit list.
6. Generation of merit lists viz. course wise, overall and category wise (i.e. General/ SC/ ST/ OBC/ PC/ Male/ Female/ BHU student/BHU Employee ward etc.).
7. Providing the Tabulation, Merit list course wise in duplicate, after due scrutiny on a CD Rom and print form duly authenticated.

E. Interactive Display of Result:

8. The status of Results of every candidates who appear in the BHU entrance test during each academic session under period of contract shall be uploaded on entrance test portal and the students will be able to print their result/score cards after due authentication/validation of their identity.
9. Providing student data on CD as per the University norms to different Departments for counseling.
10. Providing interface to the Faculties/Departments for dispatch of counseling/call letters (date/time/venue of counseling, category-wise cutoff merit for a counseling schedule etc.). The design of the interface shall be in accordance with the instructions of the CE, BHU.
11. Retention and provision of data base to the BHU (in access/excel format) for generating different types of statistical reports and graphs for future use.

2.3 : Project Execution approach and methodology:

Detailed study of the requirement of the system, estimate of the exact customization effort, to obtain sign off for Gap Analysis Document (GAD) and agreement on the customization requirement.

NOTE:

1. Works indicated above are only illustrative and any work(s) not mentioned in the above scope of work but is/are essential for execution of entrance test procedure will be treated as part of the above scope of work and the selected vendor will be required to execute such jobs without any additional financial liabilities for the BHU.

2. Interested bidders are advised to visit BHU website (www.bhu.ac.in) for perusing Entrance Test booklets of the previous years in order to have an idea of procedures and variety of courses, entrance tests, seats, eligibility, fee structure and other relevant details.

3- ELIGIBILITY CONDITIONS:

The bidder must fulfill the following qualifying conditions:

- 1) The bidder must have independently handled at least one assignment of managing online applications and one assignment of scanning, processing and evaluation of OMR answer sheets in the last 2 years. The number of applications handled in each such assignment should not be less than 30,000.
- 2) The bidder should have minimum turnover of Rs. 50 Lakhs in each of the last 03 financial years viz. 2009-10, 2010-11 and 2011-12. The bidder should be technically sound with adequate infrastructure and should have disaster management capabilities.
- 3) The bidder must have a Trade Tax/VAT/TIN/PAN/Sales Tax registration number and Service Tax registration number .
- 4) The bidder should have Articles of Association (in case of registered firms), by laws and Certificate of Registration (in case of registered co-operative societies), Partnership Deed (incase of partnership firm).
- 5) The bidder should **neither** have been blacklisted by any Central/State government department/Universities/Educational Institutions in last three years **nor** should have any litigation pending with any of these departments or Court of Law.
- 6) The bidder should be able to provide end to end solution on specific matters pertaining to University admissions and also able to scale up the infrastructure dynamically, based on demand.
- 7) The selected vendor shall have to execute the pre examination and entire post examination processes in the premises of the office of the Controller of Examinations, BHU under the supervision of authorised University officials.
- 8) Any of the eligibility conditions can be relaxed at the discretion of the University.
- 9) **Mere fulfillment of minimum eligibility criterion does not guarantee qualification of a bidder in technical evaluation.**

4-CONSORTIUM

The University expects the Bidder to use the latest state-of-the-art technology, the appropriate hardware & software product(s), workflow procedures and maintenance & security policies in the proposed solution. For this purpose, the Bidder may form a Consortium for the proposed solution.

However, the University shall deal with a single Vendor who shall be the Prime Vendor / Consortium Leader and a single point solution provider.

The bid would be a Consortium Bid, if:

- (i) The Bidder, as a part of the proposed solution, proposes the use of some product(s) or services which are not owned by the Bidder; or
- (ii) The Bidder, as a part of the proposed solution, proposes on behalf of another vendor, the use of some products or service(s) which are not provided by the Bidder; or
- (iii) The Bidder, as a part of the proposed solution, proposes product(s) or services on behalf of another Vendor.

In the case of a Consortium Bid, the Bidder shall submit the proof of authorization to bid for the product(s) / service(s) not owned by the Bidder and authentication from Consortium members.

This proof shall be a letter from a duly constituted attorney of the Owner(s) of such product(s) / service(s), authorizing the Bidder to bid as a Consortium Leader for this Bid and a copy of the Memorandum of Understanding (Agreement) between the Consortium members. This Agreement must essentially contain:

- (i) Name of the Lead member of the Consortium;
- (ii) Names of all other members of the Consortium other than the Lead member;
- (iii) Agreed roles and responsibilities of each of the Consortium member, including the Lead member;
- (iv) Power of attorney to the Lead member / its authorized signatory to negotiate and enter into the Contract for the Project on behalf of the Consortium.

The Bidder shall be responsible for all details presented on behalf of the Consortium, in the response to this Bid. All such details will form a part of the final Contract.

The Bidder shall be totally responsible for delivery of end-to-end contractual services.

The Bidder shall be responsible for all obligations under the Commercial Bid. The University would deal with the Bidder only, for all commercial and legal matters.

5 – DEMONSTRATION OF CAPABILITIES:

The bidders who qualify in technical evaluation by the University will be compulsorily required to show proof of concept (POC) on 08.02.2013 at 11:00 hrs. in the Committee Room No.2 of Central Office, BHU to prove their processing capabilities as part of technical bid. POC will include a working sample application form for online solution. The vendor has to provide a link to online demo application with technical bid document for evaluation purpose. The list of such qualified bidders will be placed on BHU website on 06.02.2013 by 17:00 hrs. The process flow for the POC will be in a) online hosting, b) data processing and generation of admit card, c) OMR answer script evaluation processing capabilities of a given set of OMR answer scripts and keys. **The results of the said demonstration will count towards assessment of the technical bid. Non participation in the demonstration for showing POC shall disqualify the bidder from participating in tender process.**

6- PROCEDURE FOR SUBMISSION OF BIDS:

1. It is proposed to have two bid system for this tender consisting of the following in **sealed envelopes**:

- (a) Earnest Money of Rs. 50,000/- in form of Demand Draft drawn in favour of “Controller of Examinations, Banaras Hindu University” in one envelope super-scribing “**Earnest Money Deposit**”.
- (b) **Technical Bid** (in the format placed as Annexure-I) two set of sealed hard copies kept in one envelope duly signed on each page, super-scribing “Technical Bid”.
- (c) **Financial bid** (in the format placed as Annexure-II) in one envelope duly signed on each page, super-scribing “Financial Bid”.

The financial bid has two mutually independent parts, namely Part A and Part B. The basis on which the Vendor is required to quote in the two parts is briefly mentioned below:

Part A-On Design-Build-Own-Operate (DBOO) basis

Under this arrangement, the selected agency shall be required to build the entrance test portal (as per requirement prescribed by the BHU in Scope of Work; Section 2 of this Tender Document) and operate the facility for a maximum of three academic sessions (2013-14, 2014-15 and 2015-16) without transferring the ownership of the application software to the BHU on the expiry of the contract period. During the period of contract, the selected agency shall be responsible for maintenance, operation and necessary updation within the price quoted.

In Part A, the bidder is required to quote all inclusive rates (including taxes, transportation etc.) on per candidate basis.

Note: i) The award of work for the second and subsequent academic session on the quoted rates shall be subject to satisfactory performance of work by the selected agency in the first academic session, as determined by the BHU.

ii) There would be certain number of applicants who do not appear in the entrance tests (approximately 10-15%-indicative). Since such candidates would not form part of the post test stages, the rates applicable for such candidates shall be only 70% of the price quoted by the bidder. There are certain courses in which entrance tests are not conducted, accordingly, payment against applicants of such courses shall also be at the rate of 70% of the price quoted by the bidder.

Part B-On Design-Build-Operate-Transfer (DBOT) basis

Under this arrangement, the selected agency shall be required to build the entrance test portal (as per requirement prescribed by the BHU in Scope of Work; Section 2 of this Tender Document), operate the facility for three academic sessions (2013-14, 2014-15 and 2015-16), train the BHU Staff and transfer the ownership of the application software to the BHU on the expiry of the contract period. During the period of contract, the selected agency shall be responsible for maintenance, operation and necessary updation within the price quoted.

In Part B, the bidder is required to quote a consolidated price of the product and services for the full duration of contract and propose staggered payment plan during the period of contract. The bidders shall quote all inclusive rates (including taxes, transportation etc.).

Note :

- i) The University shall be at liberty to decide the basis of award of work (DBOO or DBOT as detailed above) after assessing the financial bids.
 - ii) The bidders should quote in both the Parts (Part A and Part B). However, the bidders can quote in either of the two parts based on their preference with the rider that their bids shall not be considered under the part in which the bidder has not quoted.
 - iii) All the envelopes viz. Technical Bid Envelope, Financial Bid Envelope and Earnest Money Envelope prepared as above, be kept in a single sealed envelope super-scribing “**Tender for Online Application for Admission to BHU Session-2013-2014**” may be submitted in the Office of the Controller of Examinations, Banaras Hindu University, Varanasi-221 005 up to **02.02.2013** latest by **17:00 hrs.** In the event, the specified date for the submission of bids is declared a holiday of BHU, the bids will be received up to the appointed time on the next working day. Any bid received by BHU after the deadline for submission of bids prescribed above will be summarily rejected and returned unopened to the bidder. BHU will not be responsible for any postal delay or non-receipt/non-delivery of the bid. No further correspondence will be entertained on the subject.
2. Non-submission of prescribed earnest money will disqualify the bidder and their Technical Bid/Financial Bid will **NOT** be considered.
 3. **Technical Bid** will be opened on **05.02.2013** at **16:00 hrs.** **The names of bidders who qualify preliminary screening shall be posted on the BHU website on 06.02.2013 at 17:00 hrs.** Demonstration of short listed bidders to prove their processing capabilities will be on **08.02.2013 at 11:00 hrs.** The **Financial Bid** of all the bidders who are short listed after evaluation of their technical bid will be opened on **08.02.2013 at 17:00 hrs.** The venue for opening of bids will be the Committee Room of the Office of the Controller of Examinations, Banaras Hindu University, Varanasi-221005. **The bidder, if they so wish, may be present on these Date(s) & Time(s).**

7 - GENERAL TERMS & CONDITIONS

1. Reconciliation of payments of Test fee with applications received is to be done by the selected vendor to whom the work is awarded.
2. Sufficient number of man-power is to be stationed in the office of the Controller of Examinations, BHU from the first day the application form goes online till the last day activities of post examination.
3. Web hosting of the servers, data security & data backups is the responsibility of the selected vendor.
4. Hosting includes online application form, integration with payment gateway, issue of provisional admit cards, issue of duplicate admit card. Results display through candidate login and Email and SMS alerts.
5. Web Hosting services should be ensured for 24 x 7 availability in a highly data secured environment. The site should be hosted on a secured server, i.e. free from hacking and virus. Website needs to be security audited. The availability of server should be 99.9% per year.
6. The server should be connected with adequate bandwidth so that large numbers of applicants who wish to apply online do not face the problem of slow response.
7. The selected vendor will be required to launch the website of trial run at least 7 days before the Final online mode. No vender logo or advertisements are allowed on the portal.
8. Data of applicants is sole property of BHU and needs to be transferred to BHU at any point of time in the requested format.
9. All reports and statistical details as per requirement of BHU is to be made available in spiral bound form.
10. The bidder who qualifies in the instant tender process will be required to execute similar works on the same terms & conditions, at the discretion of the BHU for the period of 1 year from the date of awarding the first work order, irrespective of its quantum.

11. The qualifying bidder shall sign a Service Level Agreement (SLA), primarily for fair trade practices in all dealings with BHU, incorporating tender terms, delivery mechanisms and penalties for default. The contract shall be signed within seven days of communication from BHU failing which the EMD of the bidder shall be forfeited and opportunity may be extended to next technically qualified bidder. The bidder(s) signing the contract shall remain on BHU's panel for a period of one year, which can be extended, based on work performance, through mutual consent for a further period of one year.
12. Arrangement of all the infrastructures viz. Computer, Stationery, Printer, Server etc is to be done by the selected vendor only. Office of the Controller of Examinations, BHU will provide the suitable space with electrical connections only.
13. No bidder shall contact BHU on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. Any effort by a bidder to influence BHU's bid evaluation, bid comparison or contract award decision may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
14. The Bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standards recognized by national/international professional bodies and shall observe sound management, technical and engineering practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
15. BHU reserves the right to assess the performance of the bidder prior to commencement or in between the work progress. The assessment may cover all areas related to the assigned work order, especially methodology, manpower, infrastructure etc. Dissatisfied on said grounds, the BHU reserves the right to cancel the **work order** assigned to the selected vendor at any time which includes the time after the completion of assigned work without assigning any reason for the same. In case the work order is cancelled then the costs incurred will be born by the vendor and under no circumstances the vendor shall be eligible for any payment or damages from the BHU.
16. The selected vendor shall not, without BHU's prior written consent disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern sample of information furnished by or on behalf of BHU in connection therewith, to any person other than a person employed by the vendor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
17. The selected vendor shall indemnify the BHU against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied/used software/hardware/manpower etc. and related services or any part thereof.
18. The selected vendor shall indemnify the BHU against all claims of loss of data, loss of documents or damages to the files rising from the handling/updation by the vendor. Accordingly, the selected Vendor shall indemnify the University from any claims made or damages suffered by the University by reason of any default on the part of the Vendor in due observance and performance of obligations work under the scope of this tender.
19. The selected Vendor shall not outsource the works assigned to any other agency under any circumstances. This violation will attract forfeiture of EMD/Performance Guarantee and cancellation of work order. The cost incurred on executing the work order through alternate sources will also be recovered from the outstanding bills or by raising claim.
20. The selected agency shall ensure that the entrance test portal achieves the 'GO LIVE' stage by 28.02.2013. Further activities/stages are to be finalized in mutual consultation with the CE, BHU. Such time frame will be drawn keeping in view the following three parameters – 1) All admit cards must be sent by e-mail to the respective applicants latest by 1st of May 2013 and 2) All results must be declared and details sent to

respective Faculties/Colleges/ Departments latest by 17th of June 2013 and 3). On line applications are available for around 30 days from the date of Commencement.

If the selected vendor is not able to fulfill its obligations under the contract, which includes non-completion of the work in decided time frame, BHU reserves the right to select another bidder to accomplish the work and in such eventuality any costs, damages etc. resulting out of the same shall have to be born by the first vendor.

21. The offers submitted through Telex/Telegram/Fax/E-mail or any manner other than specified above will not be considered. No further correspondence will be entertained on this matter.
22. The selected vendor shall deposit with the BHU a sum equivalent to 10% of the value of the work order in the form of a Bank Guarantee furnished by a scheduled/nationalized Bank within 15 days of placement of order by the University to be kept as interest free Security Deposit during the entire tenure of contract for due and complete performance of work as per the terms and conditions agreed upon.
23. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in the rejection of the bid.
24. BHU reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of contract without assigning any reasons thereof.
25. The selected agency shall be liable to observe all prevailing and applicable laws of the land.
26. BHU reserves the right to relax all or any of the eligibility conditions.

8 - PENALTY

1. The selected vendor shall provide data and reports, as per approved format and in triplicate, with 100% accuracy. Any data error or data-photograph mismatch etc. will be treated as mistake. For each such noted mistake, the selected vendor shall be liable to pay to the University a sum Rs. 2000.00 subject to a maximum of 20% of the order value. Once the 20% limit is reached, the University will be at liberty to cancel the order and empanelment and get the work done from any other agency at the risk and cost of the defaulting bidder.
2. The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the BHU. In addition, BHU shall be free to forfeit the EMD/Performance Guarantee and getting the assigned work done from alternate sources at the risk and cost of the defaulting vendor.
3. The schedule of work completion as per agreed upon time-frame shall be strictly adhered to by the Vendor. However, depending on the job volumes, the time limit can be curtailed or extended. Any delay in work completion beyond the schedule given in the work order shall attract a penalty of one percent (1%) per day, of the total value of work order, for upto 10 days. Beyond 10 days BHU will be free to cancel the work order and get the balance work executed through alternate sources at the cost and risk of the defaulting Vendor.
4. In addition, the selected vendor shall indemnify the BHU against all claims of loss of data, loss of documents or damages to the files rising from the handling/updation by the vendor. Accordingly, the Selected Vendor shall indemnify the University from any claims made or damages suffered by the University by reason of any default on the part of the Vendor, in due observance and performance of obligations work under the scope of this tender.
5. If the quality of work executed doesn't conform to the tender/work order specifications, the vendor will have to undertake it again until it meets the specifications. However, the delay shall be penalized as per clause 3 above.

6. The selected vendor would provide all necessary infrastructure including software, hardware, scanner, stationery etc for successful completion of the work assigned from time to time within the delivery schedule. Non-compliance with the directions of BHU in this regard may result in the forfeiture of the selected bidder's EMD and/or termination of the Contract for default.

9 - FORCE MAJEURE:

1. Notwithstanding the provisions of the tender, the selected vendor shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of BHU either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the agency shall promptly notify BHU in writing of such conditions and the cause thereof. Unless otherwise directed by BHU in writing, the agency shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. BHU may terminate this contract, by giving a written notice of minimum 07 days to the Vendor, if as a result of Force majeure, the Vendor being unable to perform a material portion of the services for a period of more than 15 days.

10 - ARBITRATION

All questions, disputes and differences arising under and out of, or in connection with the SLA, shall be referred to the sole arbitration by an arbitrator appointed under the provisions of the Arbitration and Conciliation Act, 1996 by the Vice-Chancellor, BHU whose decision shall be final and binding on both the parties. The venue for the arbitration proceedings shall be Varanasi and courts at Varanasi shall have exclusive jurisdiction.

Controller of Examinations

TECHNICAL BID

1.	(a)	Name of the Agency/ Consortium Leader	
	(b)	Name of the contact person with details & Mobile Numbers	
2.	Full Address		
	i) Head Office		
	ii) Local Branch Office		
3.	Telegraphic/e-mail Address		
4.	Telephone Number (s) / Fax No.		
5.	Date of establishment of the Agency		
6.	Status of Agency: (Proprietorship/ Partnership / Company etc.) Attach Copy of Certificate of Registration / incorporation.		
7.	Details of manpower of your agency related to this type of work		
8.	<p>Technical Details –</p> <ul style="list-style-type: none"> • Experience in handling Entrance Examination of all India nature including hosting online application form • OMR Processing of Answer scripts • Facility management services of the nature specified in the scope of work • Maximum number of applicants handled in one single examination • Experience of End to End process <p>Details of Infrastructure</p> <ul style="list-style-type: none"> • Server capacity to handle more than 2,00,000 applications processing – provide details • Place of Hosting and method (cloud/server) • Number of OMR Scanner • Capacity of the OMR processing • Database details • Size of bandwidth availability for BHU Examination system • Place of processing • High bandwidth availability • Data backup facility • Disaster management facility • Cyber security details • Help Desk facilities (email/telephone/SMS) • Experience in Online Payment Gateway 		<p>Remarks</p> <p style="text-align: right;"><i>Continued on page 2</i></p>

	Software Availability – <ul style="list-style-type: none"> • To host the online application capabilities • To scan OMR answer scripts for declaring result 	YES/NO YES/NO
9.	Proof (in terms of testimonials from the organization) indicating that the bidder has executed at least one assignment of managing online application and one assignment of scanning, processing & evaluation of OMR answer sheet, with number of applicants for each assignment (attach proof of successful execution of contract work also)	
10.	Past three year's Turn Over (in Lakhs) (Copies of the IT returns filed by the company/audited balance sheets during the past three financial years be attached)	
11.	Sales Tax No./VAT/TT No.\ (attach copy of certificate)	
12.	Service Tax registration number (attach copy of certificate)	
13.	TAN/PAN number (attach copy of certificate)	
14.	Name and Address of Bankers	
15.	Details of Time likely to be taken for the completion of work (time proposed to be taken in reaching various stages be indicated detailing prerequisites from the University in achieving the time schedule)	
16.	Details of the consortium if the bid is a Consortium Bid. Attach certificate as required in Section 4. Aforesaid details in respect of Consortium members be provided in separate sheets.	

Note: Document in support of all above point must be submitted as enclosure alongwith the technical bid.

Certified that:

1. I/We have read the terms and conditions governing this work of the University and hereby agree to abide by them.
2. The Agency/Consortium (or any of its members) has **neither** been blacklisted by any Central or State Government organization in the last three years **nor** there is any litigation pending with any of these departments or Court of Law.
3. The information provided by us above regarding the details of firms is correct and nothing has been concealed. In case any information is found by the Inspection Team of your office to be incorrect, our bids may be summarily rejected.

***Name & Signature
of the authorized signatory
with seal of the firm***

FINANCIAL BID**Part A :**

1. Per candidate rate for pre and post entrance test activities as mentioned in the scope of work:

Rs.

(In figure) all inclusive (viz. taxes, transportation etc.)

Rs.

(In words) all inclusive (viz. taxes, transportation etc.)

Part B :

All inclusive Price in INR for designing and building the entrance test portal of BHU [as per requirement prescribed by the BHU in Scope of Work; Section (2) of this Tender Document], operation of the facility for three academic sessions (2013-14, 2014-15 and 2015-16), training of BHU Staff, maintenance, operation and necessary updation of the portal and transfer of ownership of the application software to the BHU on the expiry of the three year contract period.

Rs.

(In figure) all inclusive (viz. taxes, transportation etc.)

Rs.

(In words) all inclusive (viz. taxes, transportation etc.)

Proposed staggered payment plan during the period of contract.

- a. % amount of the quoted price after admissions in the academic session 2013-14 _____
- b. % amount of the quoted price after admissions in the academic session 2014-15 _____
- c. % amount of the quoted price after admissions in the academic session 2015-16 _____

*Name & Signature
of the authorized signatory
with seal of the firm*