

BID DOCUMENT

(e - Procurement)

**PROVIDING ONLINE SERVICES ON SINGLE PLATFORM
SOFTWARE FOR MAINTENANCE AND DEVELOPMENT OF
VARIOUS MODULES WITH AMC OF UNIVERSITY
EXAMINATION MANAGEMENT SYSTEM**



**Issued On:
23-08-2022**

**BANARAS HINDU UNIVERSITY
VARANASI-221005, INDIA**

INTRODUCTION

Banaras Hindu University is an internationally reputed temple of learning, situated in the holy city of Varanasi. This creative and innovative university was founded by the great nationalist leader, Pandit Madan Mohan Malviya, in 1916 with the cooperation of great personalities like Dr Annie Besant, who viewed it as the University of India. Banaras Hindu University was created under the Parliamentary legislation - B.H.U. Act, 1915. It played a stellar role in the independence movement and has developed into one of the greatest centers of learning in India and the globe. It has produced many great freedom fighters and builders of modern India and has immensely contributed to the progress of the nation through a large number of renowned scholars, artists, scientists and technologists who have graced its portals. The area of the main campus of this premiere Central University is 1,300 acres, having well maintained roads, extensive greenery, a temple, an airstrip and buildings which are an architectural delight. Another campus of the university at Barkachha, in Mirzapur district, covering an area of 2,700 acres is coming up. The university comprises 3 Institutes, 14 Faculties, 140 Departments, 4 Interdisciplinary Centers, a constituent college for women and 4 constituents schools, spanning a vast range of subjects pertaining to all branches of humanities, social sciences, technology, medicine, science, fine arts and performing arts. It also has 6 centers of Advanced Studies, 10 Departments under Special Assistance Programme and a large number of specialized Research Centers. There are Four Degree Colleges of the city affiliated to the University. Bharat Kala Bhavan, the reputed museum of the university, is a treasure trove of rare collections.

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Disclaimer

1. This Tender document is neither an agreement nor an offer by Banaras Hindu University to the prospective bidders or any other person. The purpose of this Tender is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this Tender.
2. Banaras Hindu University does not make any representation or warranty to the accuracy, reliability or completeness of the information in this Tender document and it is not possible for Banaras Hindu University to consider particular needs of each party who reads or uses Tender document. Tender includes statements which reflect various assumptions and assessments arrived at by Banaras Hindu University in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. Each prospective bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in the Tender document and obtain independent advice from appropriate sources.
3. Banaras Hindu University will not have any liability to any prospective bidder or any other person or firm under any laws (including the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Tender document, any matter deemed to form part of this Tender document, the award of the Contract, the information and any other information supplied by or on behalf of Banaras Hindu University or their employees, any bidder or otherwise arising in any way from the selection process for the Project. Banaras Hindu University will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon any statements contained in this Tender.
4. Banaras Hindu University will not be responsible for any delay in receiving the proposals. The issue of this Tender does not imply that Banaras Hindu University is bound to select a bidder or to appoint the selected bidder, as the case may be, for the services and Banaras Hindu University reserves the right to accept/reject any or all of proposals submitted in response to this Tender document at any stage without assigning any reasons whatsoever. Banaras Hindu University also reserves the right to withhold or withdraw / cancel the process at any stage with intimation to all who submitted the proposal to this Tender.
5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Banaras Hindu University accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Banaras Hindu University reserves the right to change/ modify/ amend any or all provisions of this Tender document. Such revisions to the Tender / amended Tender will be made available on the website of Banaras Hindu University.

Checklist for Bid/Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Pre- Qualification Bid

Sr. No.	Particulars	Yes/No
1	Have you attached the techno commercial un-priced bid form duly filled in appropriately?	
2	Have you attached a copy of the last audited balance sheet of your firm	
3	Have you attached the details of the income tax clearance certificate, proof of various certificates like CMM, ISO, etc.?	
4	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
5	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?	
6	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
7	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
Price Bid		
1	Have you signed and attached the priced bid form?	
2	Have you attached the schedule of requirements duly priced?	

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Part-1

Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrollment in the e-Procurement site using the “[Online Bidder Enrollment](#)” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
4. Then the Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/SmartCard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smart card to access DSC.
10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the ‘my tenders’ folder.
11. From my tender folder, he may select the tender to view all the details uploaded there.

12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.

22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
23. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315** or send an e-mail to – cppp-nic@nic.in.

Section II: Instructions to Bidders

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Section II. Instructions to Bidders

A. General

- 1. Scope of Bid** Providing Online Services on Single Platform Software for Maintenance and Development of various Modules With AMC of University Examination Management System
- 1.1 Throughout these Bidding Documents unless the context otherwise requires:
- a. “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - b. “singular” means “plural” and vice versa; and
 - c. “day” means calendar day.
- 2. Corrupt and Fraudulent Practices**
- 2.1 The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
- 2.2 Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.
- 3. Eligible Bidders**
- 3.1 A Bidder may be a firm, a company, a limited liability partnership (LLP), a government-owned entity. The bidding entity needs to be profitable and in existence for past 3 years.
- 3.2 No consortium / outsourcing / JV will be permitted given the confidential nature of the services.
- 3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - b. receives or has received any direct or indirect subsidy from another Bidder; or
 - c. has the same legal representative as another Bidder; or
 - d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - e. participates in more than one bid in this bidding process.

Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or

- f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i. Is itself or any of its affiliates is involved in the business of coaching of students for competitive admission / entrance examinations
- j. has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

3.6 As per the latest of Govt. of India policies, all the benefits applicable under tendering process and purchase preferences will be passed on to the respective Make in India/Start-up /MSME etc bidders subject to producing the valid certificates

B. Contents of Bidding Document

4 Sections of Bidding Document

4.1 The Bidding Documents consist of Parts 1, 2 ,3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

Part 1: Bidding Procedures

- Section I. Instructions for Online Bid Submission
- Section II. Instructions to Bidders
- Section III. Bid Data Sheet (BDS)
- Section IV. Prequalification
- Section V. Policy of University against the Corrupt and fraudulent Practices

Part 2: Supply Requirements

- Section VI. Schedule of Requirements

Part 3: Contract

- Section VII. General Conditions of Contract
- Section VIII. Special Conditions of Contract

Part 4: Bidding and Contract Forms

- Section IX. Bidding Forms
- Section X. Contract Forms

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.

5 Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting

5.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such

request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.

- 5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.
- 5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof.
- 5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
- 5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
- 5.7 A Pre-Bid meeting: - BHU will host a Pre-Bid Conference of prospective bidders as per the schedule mentioned. The representatives of the bidding / interested organizations may attend the pre-bid conference. The purpose of the conference is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the

Pre-bid conference is mentioned below:

**Committee Room
Office of the Controller of Examinations
Banaras Hindu University.
Varanasi-221005**

Any change in Venue and Time for Pre-Bid Conference will be displayed on BHU website and www.eprocure.gov.in one day before the schedule of Pre-Bid Conference. Enquiries and Clarifications: Enquiries, if any, shall be addressed to:

**Dr. Awdhesh Kumar
Joint Registrar (Examinations & UET)
Office of the of the Controller of Examinations
Banaras Hindu University
Varanasi -221005.**

All clarifications that are received by email on or before the date mentioned in the schedule will be addressed by BHU in the Pre-bid Conference. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHU shall endeavour to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding Process. After pre-bid conference the University may its discretion issue Corrigendum to the original tender document thereafter bid submission will be started.

6 Amendment of Bidding Document

- 6.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <http://eprocure.gov.in/eprocure/app>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page.
- 6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

C. Preparation of Bids

7 Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless

of the conduct or outcome of the bidding process.

- 8 Language of Bid** 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

- 9 Documents Comprising the Bid** 9.1 The tender/Bid shall be submitted online in two part, viz., Techno Commercial Bid and financial Bid.

9.1.1 TECHNICAL BID

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial & financial Bid) and Tender Acceptance Letter);
- (b) Scanned copy of the completed schedules,
- (c) Scanned copy of Bid Security declaration as per form No. 4 of Bid document
- (d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (e) Scanned copy of documentary evidence
 - (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and
 - (ii) the Bidder's eligibility to bid;
- (f) Scanned copy of
 - (i) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and
 - (ii) conform to the Bidding Documents, and
 - (iii) any other document required in the BDS;
- (g) Scanned copy of Pre-qualification Details as per Section-IV like PAN/ GST.
- (h) Technical Bid.

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any

reason.

9.1.2 COMMERCIAL BID

The commercial bid comprises of :

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of BoQ_XXXX.xls.
- (iii) Scanned copy of item wise breakup of price bid.

The Price bid format is provided as BoQ_XXXX.xls along with this Tender Document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

9.2 The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

10 Tender Forms (Technical and Price) and Price Schedule (BOQ)

10.1 Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11 Alternative Bids

11.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

12 Bid Prices and Discounts

12.1 The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.

- (a) All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
- (b) The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
- (c) The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
- (d) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder

shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

(a) For Goods manufactured in India:

- (i) the price of the services, quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any GST and other taxes payable on the services, if the contract is awarded to the Bidder.

13 Currencies of Bid and Payment

13.1 The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.

14 Documents Establishing the Eligibility and Qualifications of the Bidder

14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.

14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply

shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;

(b) that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(c) that, the Bidder meets each of the qualification criterion.

15 Period of Validity of Bids 15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid declaration. A Bidder acceding to the request will neither be required nor permitted to modify the bid.

15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

16 Bid Security 16.1 As mentioned in the point no.18 of Section III Bid Data Sheet. (BDS)

16.2 The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.

D. Submission and Opening of Bids

17 Sealing and Marking of Bids 17.1 The Bidder shall submit the bids electronically, through the e-procurement system (<http://eprocure.gov.in/eprocure/app>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.

18 Deadline for Submission of Bids 18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 19 Late Bids**
- 19.1 The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
- 20 Withdrawal, Substitution, and Modification of Bids**
- 20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.
- 20.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.
- 21 Bid Opening**
- 21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <http://eprocure.gov.in/eprocure/app> under the head “Bidders Manual Kit”. The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
- 21.2 The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
- 21.3 The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

- 22 Confidentiality**
- 22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
- 22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
- 22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- 23 Clarification of Bids**
- 23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
- 23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 24 Determination of Responsiveness**
- 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself and the presence of the bidder's representative in the Pre-bid conference.
- 24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially

responsive bids.

- 24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
- 24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
- 25 Conversion to Single Currency** 25.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
- 26 Margin of Preference** 26.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 27 Evaluation of Bids** 27.1 The selection of the agency will be based on Quality and Cost Based Selection (QCBS).To evaluate a Bid, the Purchaser shall consider the following:The selection of the agency will be based on Quality and Cost Based Selection (QCBS).
- 27.2 Detailed technical evaluation shall be carried out by a Technical Evaluation Committee constituted for this purpose by the BHU along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the tender without any material deviation.
- 27.3. Technical Bid will be assigned a Technical score (TS) out of a maximum of 100 points, as per the Scoring Modal provided at E. Evaluation and Comparison of Bids.
- 27.4. The Technical Evaluation Committee may call the bidders for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work.

Financial Evaluation:

The Financial Bid of only Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

BHU shall inform the date, place and time for opening of the Financial Bid to the technically eligible bidder(s), who may attend the financial bid opening process.

The amount quoted in Financial Bid under volume "Up to 5 lakhs candidates" will only be considered for evaluation of the financial bid.

The financial scores (FS) would be normalized on a scale of 100 as per the formula given below, with lowest score being

normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

$FS = (F_{min}/F_b) \times 100$ (rounded off to 2 decimal Places), where

FS = Normalized Financial Score for the Bidder under consideration

F_{min} = Lowest absolute financial quote received.

F_b Absolute financial quote by the Bidder under consideration.

28 Comparison of Bids

Final Evaluation Criteria – Quality and Cost Based Selection (QCBS):

Composite Score (CS) = $TS \times 0.7 + FS \times 0.30$.

29 Qualification of the Bidder

29.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.

29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.

29.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

30 Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

30.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

31 Award Criteria

31.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the H1 and the evaluation done as per the QCBS evaluation method given under **E. Evaluation and Comparison of Bids**, substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.

32 Purchaser's Right to Vary Quantities at Time of Award

32.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

- 33 Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
- 34 Signing of Contract**
- 34.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 34.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 34.3 Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 34.4 The Vendor shall be bound by the law applicable / notified from time to time.
- 34.5 The Vendor shall bear the stamp duty, charges / expenses incurred towards the registration of the agreement.
- 35 Performance Security**
- 35.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security

furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.

- 35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General
1	The reference number of the Invitation for Bids is BHU/CE/2022/420 Dated: 23-08-2022
2	The Purchaser is BANARAS HINDU UNIVERSITY VARANASI-221005
3	Maximum number of members in the JV shall be: 4

Serial No.	B. Contents of Bidding Documents
4	For Clarification of bid purposes only, the Purchaser's address is Registrar, BHU, Varanasi. Attention : Dr. Awdhesh Kumar Address : Joint Registrar (Examinations & UET) Floor/ Room number : Office of the of the Controller of Examinations City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-2368040 91-8004932606 Electronic mail address : jrexam@bhu.ac.in
5	Web page : http://eprocure.gov.in/eprocure/app
6	A site visit shall not be organized by the purchaser.
7	A Pre-Bid meeting : BHU will host a Pre-Bid Conference of prospective bidders as per the schedule mentioned. The representatives of the interested organizations may attend the pre-bid conference at their own cost. The purpose of the conference is to clarify any doubts regarding the scope of work. It will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the tender document. A maximum of two representatives of each Bidder shall be allowed to participate in the conference. The venue for the Pre-bid conference is mentioned below: Committee Room Office of the Controller of Examinations Banaras Hindu University. Varanasi-221005 Any change in Venue and Time for Pre-Bid Conference will be displayed on BHU website and www.eprocure.gov.in one day before the schedule of Pre-Bid Conference. Enquiries and Clarifications: Enquiries, if any, shall be addressed to:

Dr. Awdhesh Kumar

Joint Registrar (Examinations & UET)

Office of the of the Controller of Examinations

Banaras Hindu University

Varanasi -221005.

During the Pre-Bid Conference the Bidder needs to deliver a technical presentation as well as Proof of Concept (PoC) on-site on the Scheduled Date.

Technical Presentation: In Technical Presentation each Bidder shall discuss their recommendation of solution for student life cycle module and exhibit their technical approach, methodology and work plan.

All clarifications that are received by email on or before the date mentioned in the schedule will be addressed by BHU in the Pre-bid Conference. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration. BHU shall endeavour to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding Process. After pre-bid conference the University may its discretion issue Corrigendum to the original tender document thereafter bid submission will be started.

S No.	C. Preparation of Bids
8	<p>The language of the bid is: English or Hindi.</p> <p>All correspondence exchange shall be in English or Hindi language.</p> <p>Language for translation of supporting documents and printed literature is English or Hindi.</p>
9	The Bidder shall submit the following additional documents in its bid: NA
10	Alternative Bids shall not be considered.
11	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
12	Place of Destination: BANARAS HINDU UNIVERSITY VARANASI-221005
13	Final destination (Project Site): BANARAS HINDU UNIVERSITY VARANASI-221005
14	The prices shall be quoted by the bidder in Indian Rupees (INR) Only
15	Manufacturer's authorization is Required
16	After sales service is Required.
17	Bids shall remain valid for the 180 days period as mentioned in this tender document (for one-time purchase) after the date of bid opening prescribed by the University. A bid valid for a shorter period shall be rejected by the University as non-responsive.
18	<ul style="list-style-type: none"> • As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating To Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected. • The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organization for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions: <ul style="list-style-type: none"> • withdraws or amends the bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or • after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity: <ol style="list-style-type: none"> i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document. <p>fails or refuses to sign the contract.</p> <ul style="list-style-type: none"> • Unsuccessful Bidders' bid-Securing Declaration shall expire, if the contract

	<p>is not awarded to them, upon: receipt by Bidder of the Procuring Entity’s notification of cancellation of the entire tender process or rejection of all bids or of the name of the successful bidder or forty-five days after the expiration of the bid validity or any extension to it.</p> <ul style="list-style-type: none"> • The bid-Securing Declaration of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.
19	Other types of acceptable securities: NA

Serial No.	D. Submission and Opening of Bids
20	<p>For bid submission purposes only, the Purchaser's address is BANARAS HINDU UNIVERSITY VARANASI-221005</p> <p>Attention : Dr. Awdhesh Kumar</p> <p>Address : Joint Registrar (Examinations & UET)</p> <p>Floor/ Room number : Office of the of the Controller of Examinations</p> <p>City : Varanasi</p> <p>ZIP/Postal Code : 221005</p> <p>Country : India</p> <p>The deadline for bid submission is:</p> <p>Date : 24 September, 2022</p> <p>Time : 05:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>
21	<p>The bid opening shall take place at: Office of the of the Controller of Examinations, BHU, Varanasi</p> <p>Street Address : Banaras Hindu University, Varanasi</p> <p>Floor/ Room number : Controller of Examinations,</p> <p>City : Varanasi</p> <p>Country : India</p> <p>Date : 26 Sep 2022</p> <p>Time : 03:00 PM</p> <p>The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.</p>

Serial No.	E. Evaluation and Comparison of Bids (Format in Section XI)					
22	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees</p> <p>The source of exchange rate shall be: Reserve Bank of India.</p> <p>The date for the exchange rate shall be: Last day for submission of Bids.</p>					
23	A margin of domestic preference shall apply.					
24	Evaluation under Combined Quality Cum Cost Based System shall be carried out by following the criteria given hereunder					
	Sr. No.	Parameters	Break up of Parameters	Score	Max. Score	Scoring by tender evaluation committee
E I & II	Presence in Indian IT market and experience in supplying/ customizing examination/ educational software solutions/cloud-based services.	0 - 5 years	02 Points	08 Point		
> 5 years but < 15 years		04 Points				
above 15 yrs		08 Points				
E III	Assignments of Examinations Computerization (Supply/Services)for Universities/Academic Institutions -	Minimum 10 annual assignments out of which min. 3 assignments with min. 1,00,000 students	03 Points	08 Point		
More than 10 annual assignments with min. 3 assignment with 1,00,001 to 3,00,000 students		05 Points				
More than 10 annual assignments with min. 3 assignment with 3,00,001 and above students		08 Points				
E IV	Past experience of handling online student admission process in a	No. of Student < 300,000 and no. of courses <50	04 Points	10 Point		

	single year	No. of Student < 3,00,000 and no. of courses greater or equal to 50	06 Points		
		No. of Student greater or equal to 3,00,000 and no. of courses less than 50	10 Points		
E V	Average Turnover during the last 3 years.	> 5 crores to 10 crores:	5 points	10 Point	
		>10 crores:	10 points		
E VI	Valid Certifications	CMMI Level 3 or above	08 Points	08 Point	
E VII	Large scale handling of University regular examination results	< 4 Lakh students/ semester for a single University	04 Points	08 Point	
		4 Lakh or more students / semester for a single University	08 Points		
E VIII	Availability of suitably skilled manpower	> 50 technical people on Roll	02 Points	08 Point	
		> 3 AWS Certified people	02 Points		
		> 15 technical people skilled in Laravel	02 Points		
		> 5 people skilled in Java based reporting & AWS Quicksight	02 Points		
E IX	Demonstration of the Bidder's understanding of the work, implementation plan, suitability & preparedness towards undertaking these activities, possibility of a fast roll out along with case studies / references with		40 Point	40 Point	

	applications of demonstrated projects similar in scope / requirements. Points will be given by a committee constituted for the purpose				
	TOTAL			100	
	Qualifying Score (50% of Total Technical Score)			50	

In the absence of mandatory documents. The bid may summarily rejected without assigning any reason.

****The minimum qualification marks in technical section shall be 50, interested agency shall have to achieve minimum of 50 marks out of the 100 marks (weightage 70%) to get qualified**

The envelopes containing the technical bid shall be opened first and the scores will be given according to criteria mentioned in above table. The technical bid will be allotted weightage of 70% while the Time-cost section will be allotted weightage of 30%. The bids having minimum of

50 marks out of the 100 marks in the technical section shall be shortlisted. The time of presentation of those shortlisted bidders shall be informed to the shortlisted bidders. Proposal with the lowest cost will be given a financial score of 100. The Financial score of the other proposals will be computed by employing the formula LEC / EC , where LEC stands for lowest evaluated cost and EC stands for evaluated cost. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations if required and can be recommended for award of contract.

For Example

The University will open the Commercial offers of only those Agencies whose total Technical

Scores out of 100 as measured above is 50 or above.

The Technical Scores (of eligible Agencies only) will then be normalized with respect to highest score obtained by applying the formula:

$(\text{Score Obtained} / \text{Highest Score Obtained}) * 100 = \text{say A}$

The University will also rate the Agency's commercial offer and normalize with respect to lowest offer by applying the formula:

$(\text{Lowest Offer} / \text{Offered Rate}) * 100 = \text{say B}$

The University will then convert these normalized values A and B by giving 70% weightage to

Technical capability (A) and 30% weightage to commercial offer (B) by applying the formula:

$(A * 70 / 100) + (B * 30 / 100) = \text{say C}$

The highest C value obtained by an Agency will be awarded the contract.

	<p>The decision of the University in the evaluation of Tender shall be final. No correspondence will be entertained in this regard.</p> <p>The University may ask for meetings with the Agencies to evaluate its suitability for the assignment.</p> <p>While the above procedures lay down the overall guidelines, Banaras Hindu University, Varanasi, Uttar Pradesh reserves the right to select the Bidder based on other parameters at its discretion.</p> <p>Delivery of Tender: The hard copy of the online submitted tender shall be submitted on or before date, time and address mentioned in this tender document</p> <p>SELECTION OF VENDOR</p> <ol style="list-style-type: none"> 1. UNIVERSITY shall publish tender through an e-tendering site 2. The interested vendors may carry out the study of the requirements at their own cost, based on the Terms of Reference (TOR) of UNIVERSITY. 3. The interested vendor shall submit a detailed Technical and Financial Proposal as per the tender document. 4. The technical proposals submitted by the vendor shall be evaluated by a Technical Evaluation Committee. 5. The short-listed vendors will be required to provide detailed demonstration of similar types of works undertaken by them earlier, on specified date as will be decided by the University. 6. The financial proposal of the short-listed vendors will be evaluated by the Evaluation Committee formed by the authority of the UNIVERSITY. 7. In the event of any dispute or differences in connection with the tender the same will be subject to an arbitration of Vice-Chancellor, Banaras Hindu University and the same will be Governed by the relevant provision of Arbitration And Conciliation Act, 1996. The Civil Court of Varanasi shall be the jurisdiction in the matter. <p><i>Note: Bids will be evaluated for each item (On production of Certified copies of every documents) and the Contract will comprise the item(s) awarded to the successful Bidder.</i></p>
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Serial No.	F. Award of Contract
25	<p>The maximum percentage by which quantities may be increased is: 50%</p> <p>The maximum percentage by which quantities may be decreased is: 50%</p>

Section IV. Pre-qualification

Banaras Hindu University invites Tender only from experienced Software Consultancy Organizations (henceforth, will be referred to as Vendor) as a single entity with expertise in Software Customization, Maintenance, Management and User support with Onsite services the following Terms of Reference (TOR).

- I. The Bidder shall be registered as a Company, Firm or Society under the law applicable in India and should have a prominent presence of its existence in India.
- II. The Bidder should have the presence in the Indian IT Market at least for the last 3 years with a registered office and logistics facility for easy access and availability of upgrades in India to ensure proper back-end support for smooth execution and post-sale support operations of such a geographically widespread network.
- III. The Bidder must have experience of a minimum of 3 years in supplying/customizing Examination/Educational Software Solutions/ Cloud based Services in the University Segment.
- IV. The Bidder should have experience of a minimum of 2 number of Universities or Education Boards (among which 1 must have a minimum of 1,00,000 students per year of single state Board/University) of implementing/ customizing Educational/Examination related Software Solutions/Services.
- V. The Bidder should be capable of delivering all the required modules of the system. No third-party or subcontracting or consortium will be allowed.
- VI. **Following certificates are mandatory;**
 - a. Company Registration
 - b. Copy of PAN Card
 - c. Copy of GST Registration Certificate
- VII. The Bidder/Agency should have clean legal record without any evidence of being Black-listed by any Government Agency/Organizations, Universities, and Educational Board .It should not have been debarred from bidding in any Government/Educational organization. A Notarized affidavit is to be submitted to this effect.
- VIII. Bidder should have own copyright of source code of the solution
- IX. Income Tax Returns of the last three financial years showing that firm is profitable for past five years
- X. The Turnover of the Bidder should not be less than Rs. 5.00 CR based on the average of the last three financial years in the similar business. Audited Balance Sheet duly signed by CA should be attached. (Turnover shall be from sales/ service /online Application for Admission in various courses//University Examination Management Related activities, not from general hardware or supply of goods).
- XI. All the claims by the Bidder should be supported by authentic documents and verifiable certificates.
- XII. Necessary documentation must be provided as proof of satisfactory order execution in at least 3 reputed institutes (Including at least 1 national level University/institute.)

Integrity Pact:

The vendors/ bidders are required to enter into “Integrity Pact” as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) as amended from time to time and provided under Rule175 of GFR 2017. Only those bidders/ vendors who commit themselves to such a pact with BHU would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a ‘Non Judicial Stamp paper of Rs.100/-

Section V. Policy of University against the Corrupt and Fraudulent Practices

University strictly adheres to its policy against corruption and requires that bidders and their agents, sub-agents, sub-contractors, Vendors etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, sub agents, sub-contractors, Vendors etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or canceled as the case may be by the University and besides it , University may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
 - (ii) “Fraudulent Practices” is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
 - (iii) “Collusive Practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
 - (iv) “Coercive Practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- b) “Obstructive Practice” is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation. Besides actions under clause (a) University may also take action to blacklist such bidder either indefinitely or for a specified period.

¹ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes university staff and employees of other organizations taking or reviewing procurement decisions.

² For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, “*party*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

Part-2

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Section VI. Schedule of Requirements

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FORM 1

1. DETAILED WORK BREAKDOWN STRUCTURE

Bidder should provide the timeline of the complete project with scope of work Duration of activities shall be indicated in the form of a table below.

S. No.	Activity	Calendar weeks												
		1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.
1.														
2.														
3.														
4.														
5.														
6.														

FORM 2

2. RELEVANT PROJECT EXPERIENCE

<u>General Information</u>	
<u>Client for which the project was executed</u>	
<u>Name and description of the project</u>	
<u>Duration of the project (start date completion date, status)</u>	
<u>Scope of services</u>	
<u>Total value (cost) of the project</u>	
<u>Copy of work Order/Experience Certificate</u>	

3. Scope of Work:

Banaras Hindu University has developed software and has been running services for the conduct of Entrance Test and Regular Examination. M/s. LSPL has been running this software on AWS on behalf of BHU.

We invite tenders to:

1. Operate the software on AWS (Appendix - I)
2. Provide support services to BHU in the use of this software
3. Enhance features and functionality (Appendix – II.I and III.I)

Appendix – I

FUCNTIONALITY HOSTED ON THESE SERVERS

1. University Entrance Test (Appendix – II) and
2. University Regular Examination (Appendix – III)

This contract involves operating, maintenance, up-gradation, hosting of existing software and providing services being used by the Office of the Controller of Examination.

Details of the Managed AWS Cloud platform are as follows :-

AWS Cloud Infrastructure deployed and to be managed and maintained	
1.	Managed code version control and host deployments using PaaS services of AWS Code commit, Code Deploy etc.
2.	Horizontally scalable application layer of suitably configured AWS Linux EC2 machines. Virtual Machine : 32vCPU 128GB RAM, 1GPU (Nvidia T4 / RTX 4000 or better, On-demand. Operating System- AWS Linux, Type of Storage Media/Drive-SSD, RAM(in GB)- 32,vCPU, 128GB RAM ,Physical Core to vCPU Ratio-'Not more than 1:2. Approx Number : 4 [Note: Exact number of instances will vary as per load]
3.	Managed MySQL database with Read replicas and mirroring in a separate availability zone of ensure 5 minute recovery and retrieval. Managed Database as a Service, 16 vCPU and 64 GB RAM On-Demand. Uptime SLA of 99.95 percent with the read replica and geo redundant replica Storage Type- SSD. Approx Number : 3 [Note: Exact number of instances will vary as per load]
4.	Managed AWS ElastiCache for In-memory storage on Redis cluster with Fall back. 4 vCPU 32 GB RAM On-Demand uptime SLA of 99.9 percent with Geo redundant replica. Approx Number : 3 [Note: Exact number of instances will vary as per load]
5.	Security services like Certificate Manager, IAM, Key Manager, DDoS, WAF, Shield, CloudTower to be configured and deployed. Separate VPC and well architected framework to be followed
6.	Horizontally scalable Reporting layer with suitably configured AWS Linux EC2 machines. Approx Number : 3 [Note: Exact number of instances will vary as per load]
7.	Next Generation Firewall with intrusion detection and intrusion prevention with uptime of 99.95 percent, Data Processing- 5000 Gb with Geo redundant"
8.	Storage Services- Object Storage. Object Storage with uptime SLA of 99.9 percent with Geo redundant Type- Standard, Disk –SSD Per TB.

Details of the Existing Application Stack which needs to be deployed & managed

1.	Application Layer : Java, PHP [Laravel] and Python with Horizontal scaling Database Layer : MySQL with Read Replica cluster In-memory Database : Redis with Fall Back Node Cluster
----	--

Appendix – II**University Entrance Test****1. Existing services:**

1.	Online Pre-Registration
2.	Eligibility Module
3.	Online Counselling and Admission Module
4.	Development of Entrance Test Portal
5.	Designing of application form
6.	Processing of database
7.	Display of provisional answer key
8.	Evaluation
9.	Declaration of Result
10.	Interactive Display of Result
11.	Admission and counselling module

Appendix – II.I**2. Proposed enhancement to existing work:**

1.	Online Hostel Allotment and Various quota like sports quota, Physically Challenge etc.
2.	Online Entrance Test Module (Proctored/CBT mode etc.)
3.	Online Fees receipt generation and its daily report, Course-wise, College - wise Department-wise, Faculty-wise etc.

Appendix – III

University Regular Examinations including Schools maintained by BHU:

A. Existing:

1.	Enrolment Module 1.1. Course-wise, College - wise Department-wise, Faculty-wise etc.
2.	Online Exam Form Module. 2.1. Students may be allowed to fill only those papers as per the syllabus they studied. 2.2. The Examinations form module must have provision filling up form in multiple language viz Hindi, Sanskrit etc.
3.	Online Examinations Schedule Preparation
4.	Pre- examination Reports Module
5.	Online Admit Card
6.	Online Examination Module OBE
7.	Result Processing for all courses
8.	Online display of marks Module
9.	Online Result, Grade Card / Mark Sheet Publication
10.	10.1. Online issuance of percentage certificate. 10.2. In case of any dues, WHNE, To be declaration (TDL) of results, online Grade card may not be visible to the concerned students. 10.3. Online issuance of Confidential/Provisional grade card.
11.	Confidential / Evaluation Module : 11.1. Receipt of recommendation of the Board of Examinations online with all details of the examiners and issuance of Letter of appointment for paper setting through portal /email with SMS alerts, attaching the syllabus and previous year papers. 11.2. Online distribution of Answer Book for evaluation 11.3. Online dispatch of blank Award sheet course wise indicating the names, roll numbers, Enroll. No. of the examinee. 11.4. Online Award Sheet for furnishing sessional marks of each subject. 11.5. Working out the variance in respect of (i) End Semester Examinations and (ii) Sessional as compared to subject wise list. 11.6. Removing the variation of entry of awards through foil and counter foil by manual checking including of answer books if required 11.7. Generation of the Tabulation Register by applying the criteria for promotion/failure and keep the record of ordinance 11.8. Maintenance of record of Tabulator and generator of Tabulators Bills 11.9. Uploading of Old question papers on the portal. 11.10. Unfair Means Module 11.11. Absentee Module
12.	Degree/Certificate Section: 12.1. Preparation of Degree/Certificate 12.2. Online issuance of Provisional Certificate. 12.3. Online issuance of Duplicate Certificate/Marksheet. 12.4. Online issuance of Migration Certificate.
13.	Merit List 13.1. Course-wise merit list. 13.2. Course-wise, Department-wise Faculty-wise, Medal list and prize list etc., 13.3. Course-wise, Faculty-wise preparation of certificate. 13.4. Category-wise preparation of Merit list viz; Physically Challenged, Region-wise, State-wise, Nation-wise etc.

14.	Diary and Dispatch Section 14.1. Online receipts of student's grievances and its disposal.
15.	Faculty/Department/ College Module. 15.1. Online Answer-Book Distribution to the Faculty Member / evaluator 15.2. Promotion list. 15.3. Result sheet.

Appendix – III.I

A. Proposed enhancement to existing work:

1.	Enrolment Module 1.1. Online Enrolment fees collection. 1.2. Online Enrolment Fees receipt
2.	Attendance Module (Students), Course-wise, Department-wise and Faculty-wise etc.,
3.	Online Examination Module (OBE/Proctored/CBT mode etc.)
4.	Digital Evaluation System / On-screen marking of answer scripts
5.	Online Internal Assessment (Mid Term) Marks Module
6.	Online Practical Examinations Module
7.	Rechecking & Reassessment Module
8.	Online Result, Grade Card / Mark Sheet Publication with security features such as QR code/ Bar Code etc.
9.	Academic Module (including student, Credit Transfer) Academic Banks Credit (ABC) and Digilocker Connectivity.
10.	Development of Course registration Modules as per New Education Policy -2020 (NEP-2020)
11.	Development of any new module/s as and when notified by UGC/ Ministry of education or different regulatory bodies like Bar council of India (BCI), Medical Council of India, MCI, Dental Council of India (DCI) etc., Various Kind of Statistical Reports Module Viz, Category-wise, religion-wise, country-wise, state-wise gender-wise etc.,
12.	Confidential / Evaluation Module : 12.1. Online Issuance of Letters through the portal with SMS alerts to the Course Coordinator, Heads of Departments etc., for constituting the Board of Examiners, conveying approval thereof. 12.2. Automatic reminders through E-mails /SMS to the concerned examiner if papers / awards not received within stipulated date and copy to concerned Dean of Faculty Head of Department /Principal of College etc. 12.3. Diarying of moderated question papers received through the Head of Department with reports and alerts. 12.4. Maintenance of Records of Confidential printing or printing by staff electronically. 12.5. Monitoring the receipt of printed question papers. 12.6. Entering of earlier years result/data in respect of current student 12.7. Digital Question Bank & Paper Generation Module 12.8. Automated scheduling of examinations (clash free and involves minimum time span) 12.9. Updating the functionality of pairing a course with teacher(s)/ evaluator(s)

	for effective and efficient marks upload
13.	<p>Degree/Certificate Section: Module to integrate database</p> <p>13.1. Online preparation and issuance of transcript of all courses Irrespective of Intermediate/Terminal semester.</p> <p>13.2. Preparation of Presentation Book for convocation.</p> <p>13.3. Online Verification of Student Academic Record for outside agencies/ Universities.</p>
14.	<p>Integrated system for academic administration of Ph.D. Scholars</p> <p>14.1. Online admission and fees submission of Research Scholar.</p> <p>14.2. Online filling of Supervisor Preference</p> <p>14.3. Online allotment of supervisor.</p> <p>14.4. Online processing of fellowship bills</p> <p>14.5. Uploading of Six monthly report.</p> <p>14.6. Extension / Temporary withdrawal of Research Scholar.</p> <p>14.7. Uploading of paper publication</p> <p>14.8. Online pre submission seminar.</p> <p>14.9. DRC / RPC meetings Module</p> <p>14.10. Online submission of required documents at the time of thesis submission.</p> <p>14.11. Ph.D. Course work Results</p> <p>14.12. Online submission of Receipt / issuance of submission certificate of Ph.D. Thesis from Academic Section.</p> <p>14.13. Receipt of Online approval of primary and secondary panels of Examiners from the Dean of faculty.</p> <p>14.14. Online sharing and dispatch of Abstract/Synopsis to Examiner for their consent</p> <p>14.15. Dispatch of Ph.D. Theses (& docket containing Letter of Appointment, Remuneration Bill etc.) to the required number of examiners.</p> <p>14.16. Monitoring and Reminders to Examiners of E-mail/SMS</p> <p>14.17. Online receipt of Examiners Report.</p> <p>14.18. Online submission of DRC minutes for appointment of Examiner for Viva-Vice meeting</p> <p>14.19. Issuance of online appointment letter to the Examiner</p> <p>14.20. Dispatch of Reports & Thesis to Supervisors for conducting Viva-Vice, in case all reports are "Satisfactory" In case of any modification/revision suggested by Examiners, online notifications send to Research Scholar and Faculty/Examiner.</p> <p>14.21. Online generation of dispatch of appointment letters to External Examiner for Viva-Vice.</p> <p>14.22. Online sharing of receipt of Viva-Vice Report, for sending to Registrar (Academic).</p> <p>14.23. Approval of Viva-Vice Certificate to the Department and Supervisor</p> <p>14.24. Online receipt and processing of TA Bills, Remuneration Bills of Examiners, etc.</p> <p>14.25. Online sharing of information to the Research Scholar.</p> <p>14.26. Post Doctoral Fellowship (PDF), D.Litt., Module.</p>
15.	<p>Diary and Dispatch Section</p> <p>15.1. Online dispatch of letters/communications Students/ Departments/Outside agencies.</p> <p>15.2. Online Maintenance of Accounts of dispatch of letters /degree/transcript, etc.</p> <p>15.3. Online Maintenance of undelivered Mark-sheet/Degree</p>
16.	Faculty/Department/ College Module.

	<ul style="list-style-type: none"> 16.1. Student Batching Creation 16.2. Dissertation/Project/ Viva-Vice etc Module 16.3. Examination Committee. 16.4. Appointment of Centre Superintendent and Invigilator. 16.5. Online issuance of Transfer Certificate 16.6. Issuance of Character and Bonafied certificate. 16.7. Certificate regarding medium instruction / study 16.8. Caution Money 16.9. Departmental Library 16.10. Faculty Athletics Association 16.11. Student Grievances
17.	<p>Mobile Based Application: Android, IOS</p> <ul style="list-style-type: none"> 17.1. The Mobile Based Application of the software should be an easy to use for students /parents/faculties to perform various tasks and view information from any smartphone. 17.2. The Mobile Based Application version should allow role- based access and enable a user to perform transactions like viewing exam results, grade card, payment of fees, etc. 17.3. The Mobile Based Application should enable instant notification on awaiting actions and user should be able to respond/reply to them. 17.4. The Mobile Based Application should provide multilingual supports for users.
18.	<p>SMS/Email integration</p> <ul style="list-style-type: none"> 18.1. There should be support for SMS/E-mail for various actions such as, filling of exam forms, fee due reminders, absenteeism and it should be generated automatically. 18.2. Email / SMS based notifications will be accompanied with chat based notifications with option to integrate Telegram / WhatsApp based notifications. 18.3. Chat Bots to be introduced for various student facing query handling.

19.	<p>Online Fees Collection (Finance Section)</p> <p>19.1. Online Fees Collection University Regular Fee/Special Course Fee/Paid Seat Fee/Hostel Fee and Academic Fee.</p> <p>19.2. U.G./P.G./Ph.D/ U.G Diploma/P.G. Diploma/Certificate Course and Academic Fee i.e. T.C., Migration, Provisional Degree, Duplicate Mark Sheet and Degree etc.</p> <p>19.3. <i>After fee deposited a fee receipt issued same time to students.</i></p> <p>19.4. Daily Bank Credit Challan prepared in Sub-Head of R A/c and Special Fund.</p> <p>19.5. Daily Challan send to Special Fund Section/B.R. Unit/Annual Account and Balance sheet section for transfer in 'Special Fund A/c' Sub Head and 'R' A/c Sub Head.</p> <p>19.6. Dues list preparation for those students who do not deposit their University fees, in such case list is to sent to Institute/Faculty/Department/College for information and compliances.</p> <p>19.7. Fee refund through A.R. 37 bill of a student whose admission cancellation/excess fee /change in course etc situation comes, this is to be incorporated for such request.</p> <p>19.8. Data related to the institute/Faculty/Department/MMV/RGSC/ affiliated college their and accounting with course-wise, head-wise including 'R' A/c. Special fund and their sub-head. All these data are crucial to give clear picture related to all account.</p> <p>19.9. View rights of students report to be provided to the Fees Counter to cross check any duplicacy.</p> <p>Various kind data for accounting pertaining to course-wise 'R' A/c and Special Fund Sub-Head-wise.</p> <p>Category & course wise fee collection</p> <p>Online/offline fee payment for admission with a secured payment gateway integration with Finance Module</p> <p style="padding-left: 20px;">Type of Fees Collection – Challan/Counter receipt /online payment Unlimited heads of fee Slab-wise collection option Class/Category/Student specific fee settings Providing information for fee structure for different programs, courses, university</p> <ul style="list-style-type: none"> • Issue of Admission Slip • Late Fees Collection • Fees transfer in case of up-gradation • Fees refund or settlement • Receipt cancellation & reprinting of Receipts • Daily Collection Register, Fees Head Report etc. Demand Creation Report • Lock Free Collection Fee collected for various colleges/departments to be transferred in respective head of accounts after completion of the admission process, if required. • Generate various MIS related reports • Complete end to end online any kind of fee payment and integration to exam module. All kinds of integration should be available especially latest payment gateway for credit card/Net banking/debit card payment online. Unlimited heads of fee Slab-wise collection option Class/category/student specific fee settings providing information for fee structure for different programs, courses, university.
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	<p style="text-align: center;">DEFINING FEES COLLECTION PREPREQUISITES.</p> <ul style="list-style-type: none"> • Fee Type – Define Fee Types such as General fee, various Fee Concessions, UGC Tuition fee, Fee Waiver Scheme 100%. Fee Receipt types – Define different types of Fee Receipts like Tuition fee, Exam fee, Hostel fee, Prospectus fee. In each Fee Receipt type, 30 different Fees Heads can be defined. • Fees heads- Define fee heads like Admission fee, Development fee, Identity Card etc. in each Fee Receipt Type defined. • Standard Fees – Define standard fees according to fee receipt type, Degree, Branch, Admission batch, and Fee type for each semester. • Demand Creation – Create demand for single student as well as in bulk. Demand can be created for current as well as next semesters. • Receipt type modes for fees collection – Bank Challan, Counter Collection, online • Create counter for specific Users Creating Hostel Master with Academic year wise, Room number wise and floor wise Total vacant and Total Occupied Hostel category wise fee setup, academic year and admitted year wise Student allocation with hostel code and category based system with approval workflow and after that generate the Registration card and Entry Form Re allocation process of student for next year Seat Vacant process with approval workflow Room change process with approval workflow. In this process user change the hostel category and room no as per the student requirement.
20.	<p>Central Library Module The module should support library registration process. The information that would be required to register a student with the library module is as follows:</p> <ol style="list-style-type: none"> 20.1. Unique ID (Enrolment No. for previous year students) 20.2. Name of the Student 20.3. Father's Name 20.4. Address 20.5. 20.5.Email ID 20.6. Mobile Number 20.7. Fee Receipt No. 20.8. Faculty/Department/Institute 20.9. Course Name 20.10. Session 20.11. Library Card
21.	<p>Student Health Centre Module</p> <ol style="list-style-type: none"> 21.1. Student Enrollment No. 21.2. Student Course 21.3. Name of Faculty / Department etc. 21.4. Fees Receipt No
22.	<p>Hostel Module</p> <ol style="list-style-type: none"> 22.1. Room No. 22.2. Name 22.3. Father's Name 22.4. Address 22.5. Student's Contact No.

	22.6. Guardian contact No. 22.7. Subject 22.8. Session 22.9. Hostel Fees 22.10. Receipt No. 22.11. Misc. Information 22.12. Receipt No. 22.13. Caution Money Receipt No.(1200) 22.14. Date 22.15. Aadhar No. 22.16. PWD 22.17. Date of Allotment
23.	Toll free no 24x7
24.	Audit Trail 24.1. The System should record changes in data in every field with user ID with time stamp 24.2. The bidder should be able to provide an Audit Report on a certain field/table as requested.
25.	Monitoring tools for different functions of the O/o COE as well as HoDs and Deans-to cut down delays.
System Admin &Control Management for all modules	
Remarks : All above are indicative in nature	

VENDORS having experience of successfully executing similar projects are invited. The Tender document will be available at Banaras Hindu University's website <https://www.bhu.ac.in/> and e procurement website.

This TENDER document contains the scope of work, qualifying requirements, terms and conditions, forms and procedure for submission of proposals for interested vendors. The Bidder submits a detailed technical and financial proposal (Two BID System) for the objectives set forth in this TENDER document. Banaras Hindu University reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reasons thereof and no claim/dispute on this aspect shall be entertained.

TECHNICAL REQUIREMENTS

- I. University is looking at the following key benefits from the proposed system:
 - A. Online availability of information.
 - B. Improved administration & control
 - C. Automated information flow across departments/sections/centers avoiding duplication.
 - D. Simplified processes.
 - E. Graphical User Interface.
 - F. Standard API framework.
 - G. Online Help & User Manual.
 - H. Web enabled, Responsive.
 - I. Multilingual support.
 - J. Mobile Device Interface (SMS/WAP)
 - K. Compatibility with multiple browsers.
 - L. High availability

- II. System shall be hosted on Cloud and a (Disaster recovery site) DR site must be available in the Campus.
- III. System shall provide the support for custom URLs to ensure short and easy-to-remember web address.
- IV. System should have an availability rate of at least 99% (uptime) excluding planned downtime
- V. It is the responsibility of Vendor to provide at least the following documents to BHU:
 - System Requirement Specification (SRS)
 - Gap Analysis Document (GAD)
 - Program Specifications
 - Software Design Documentation (SDD)
 - Development Methodology
 - Test Plans
 - Automated Test Scripts
 - User Manuals
 - Training Manuals
 - Implementation Manuals

Prepare Unit Test plans (UTPs)

The Acceptance testing would include installing the application software in the User Acceptance Test (UAT) environment, executing acceptance tests using the acceptance test data provided by the University, documenting the discrepancies and defects encountered in the course of acceptance testing, jointly reviewing with authorized University personnel the discrepancies and defects with a view to diagnose the nature of the problems, attending to and fixing the deficiencies/defects arising from the software and once the discrepancies are resolved, repeating the necessary Acceptance Tests. The testing shall conclude only upon formal acceptance of the system by BHU.

Performance

- I. Batch runs should influence on line performance.
- II. Bidder should monitor the usage of system, to guarantee optimal performance (to support growth). The bidder should be able to upscale quickly in response to this monitoring.

Integration

- I. Bidder should provide the provision for other University systems to integrate with the proposed system using web service or similar technology.
- II. Bidder shall provide the ability to both read from and write to this proposed system.
- III. Support for bar-coded, bio-metric, internet banking and/or smart card based inputs.
- IV. Integrate proposed solution must be integrated with payment gateways and wallets. Any other mode of payment as need arises may also be included in future.
- V. Generation of receipts / acknowledgments.
- VI. Automated reconciliation and generate necessary reports, etc
- VII. The solution must be integrated with email and SMS.

Maintainability

- I. Source Code, Proprietorship and Patent Vendor will provide the latest and complete source code of the actual running software which can be compiled

and deployed by BHU along with all the requisite software (Source Code, Libraries, IDs etc.). BHU will be the sole proprietor of the system developed and its Intellectual Property Rights, and any patents arising out the work shall be of BHU, and vendor will have no claim on the same.

- II. Bidder should be responsible for carrying out the application upgrades/patches, if required with mutual agreed terms.
- III. The bidder should make a standardized process available by which layouts, configurations and data can be copied from and to the acceptance and product environment.
- IV. The bidder shall have separate environments for testing, training and production.
- V. All major releases should be communicated by the bidder and all updates for the same to be made available.
- VI. The bidder shall provide release notes with each upgrade, patch, and bug fix.

Security

- I. Bidder shall ensure the System and underlying infrastructure is secure and capable of appropriately protecting the data for the duration of the contract.
- II. The logging database must not be accessible to unauthorized users.
- III. The bidder should guarantee that communications over the network will be encrypted.
- IV. The bidder shall carry out security updates properly and efficiently as soon as they are available.
- V. The scope of the security requirements shall cover all infrastructure components and resources (hardware and software, physical and logical) and processes used in the provisioning and management of the system.
- VI. The Bidder shall ensure that adequate IT security resources are available to co-ordinate information security across the cloud environment.
- VII. Bidder shall propose a security management and governance framework to ensure that the system is able to meet security best practices.
- VIII. Security mechanisms must be in place by employing combinations of these mechanisms: Encrypted Passwords for Users, Restricted Access Menu, IP Authentication, Data Audit and analysis.
- IX. Bidder shall get the system security audited certification from CERT-IN/CERT-IN Empanelled vendors before deploying the system in production environment. The cost of security audit certification will have to be borne by the bidder only.
- X. The University shall be the owner of all the data and the Bidder shall be the only custodian of such data during their satisfactory performance under the Agreement, and shall also ensure its security and integrity.
- XI. The Vendor shall ensure the provision of appropriate and adequate security levels, for protection of such data and other technology resources, which shall come into its custody during the implementation of the proposed solution.
- XII. The infrastructure for the proposed solution, at each of the sites, shall be strictly and exclusively used by the Bidder/Vendor for processing data related to the University only. Under no circumstances shall the infrastructure be used for any other purpose by the Vendor.

- XIII. The application must support Secured Socket Layer (SSL) and it should be maintained by the Vendor.
- XIV. Application level security in terms of user roles & responsibilities.
- XV. Changes to data should be auditable and an audit trail shall be maintained.
- XVI. Intrusion, Detection and prevention must be ensured.
- XVII. SSL and TLS certification needs to be installed on bhuonline.in.

Compatibility

- I. The system should be supported on current and future version of common web browsers used in India such as firefox and Google Chrome etc.
- II. If new browser versions are released they should also be supported within a reasonable period of time the same applies to relevant browser plugins.

Business Continuity and Disaster Recovery

- I. System shall be hosted on Cloud and a (Disaster recovery site) DR site must be available in the Campus.
- II. Bidder should have a primary and back-up center in India.
- III. The bidder should take care of and is responsible for backups of all data (the database) in the system.
- IV. The bidder should ensure that loss of data is prevented when data are exchanged.
- V. The system should offer the possibility to restore to the last working day in case of a system crash.
- VI. There shall be a procedure available for recovering data after and system crash or interrupting
- VII. The bidder shall develop a Business Continuity Plan/Disaster Recovery (BCP/DR) that addresses various aspects to enable the system to maintain business continuity and disaster recovery.
- VIII. The bidder shall plan coordinate and conduct exercises to test the BCP/DR and share a detailed report to the University.
- IX. The bidder shall regularly maintain the BCP/DR documents.
- X. Software Platform: The system should be developed using latest proprietary or stable open source technology with Long Term Support. Source code should be well documented.

Profile based Access Management

- I. The Graphical and tabular Dashboards are required for the university authority as decided by the BHU administration time to time.
- II. The system shall support multiple profiles owned by the Banaras Hindu University to support different roles and responsibilities, as and when required.
- III. Provision for a user to change his / her password.
- IV. Each account shall have different access control mechanisms to allow activation of different system functions/services.
- V. Access to system administrative functions shall be tightly controlled, monitored and accounted for.
- VI. Access rights of the system should be based on role needs and will be reviewed periodically by Banaras Hindu University. Any accounts that are not needed shall be deleted by Administrator (from Banaras Hindu University after review and authorization.

- VII. The bidder shall have proper approval process and tracking mechanism for all access to the system and information to ensure proper usage and accountability.
- VIII. Based on the IP range the system access may be restricted for any profile of user or individual user.
- IX. Security measures to restricted and control the users, developers and operators access to the system shall be put in place.

Archiving

- I. The University shall be the owner of all the data.
- II. The University / its authorized representative(s) shall conduct periodic / surprise security reviews and audits, to ensure the compliance by the Bidder to these control / access provisions.
- III. Role based Dashboards for data archival on cloud for BHU administration. The archive data must be preserved under the BHU administration.
- IV. The application should provide a data archival utility on a cloud model as a part of the standard offering
- V. Should have support to facilitate the query and reporting on archived data.

Single and minimal data entry

- I. Data should be entered and validated at source only once and be used throughout the system(s).
- II. There should be provisions to facilitate and minimize data input (e.g. use of intelligent default values, inheritance from previous entries, etc.) facility to strictly avoid any duplication of data. Search /match facility required that can help restrict the entry of duplicate data by providing interactive alert messages.

Reporting and Data Extraction

- I. Interface with Data mining tool
- II. Facilities for free text search.
- III. Have ad hoc reporting capability that is user friendly and easy to use.
- IV. Configurable reports, defaults templates to be provided for standard reports based on industry best practices.
- V. Provision to export reports in excel file or as a pdf document or delimiter separated text file.
- VI. System should have the capability to schedule reports and send through email /SMS.
- VII. System should facilitate the user to create their own reports based on the data captured in the system.
- VIII. Provide good interfacing mechanism.
- IX. Powerful analytics with good dashboards.

Self-service Portals.

- I. System shall provide self-service portals to all the stakeholders, stake holders should have a view of data depending on the user access provided.
- II. Provision to add menu items in the self-service pages for relevant users so that they can quickly launch them.
- III. Ability to create scalar and vector widgets (data analytics)
- IV. Ability to create a new user interface for a parent, student, or student/parents/ faculties should be able to login to the self-service portal using their use-ID and password and see transactions/updates related to them and receive notifications from University.

Technology Tools

- I. Help manual for the system should be made available online with videos with powerful search and filter capabilities to get quick help on any system information,
- II. Should have an installer like tool that help to configure the system quickly.
- III. Provision to search anything like tool helps to configure the system quickly.
- IV. Provision to search anything like applications / solutions / users / screens / workflow transactions from a single screen.
- V. All pending acting and notifications to be shown in one place like a work-list, where actions can be taken like "approve" or "reject" and this should be possible through a mobile as well.
- VI. Ability to see transactions done each month as trend to understand usage of the system or the module by a user or department.
- VII. Broadcasting: Ability to send messages to entire organization for the message to display on their system login.
- VIII. Application for internal messaging-Provision for the users to chat with the members of the institute/University.
- IX. System should allow simple changes in home screens as per University's requirements. Like University-Logo, banner, Labels etc.
- X. Cloud storage: Ability to store files in cloud so that it can be retrieved anytime later from anywhere.
- XI. Decision support system: Application should prompt user with historical information before performing key transactions.

Training

- I. The Vendor has to arrange training the stakeholders. Training should not be confined only the initial training but it shall include continuous training programs.
- II. They will require knowledge about how to handle system security and deal with technical problems. They will need to develop a level of understanding of the functionality so that, at some stage after implementation when the project team is disbanded, they are able to manage the system smoothly.
- III. The goal of the training program would be to encourage employees to use the system
- IV. Should have provision for users to practice transactions before using the actual production system.
- V. Data set up in production should be available in training environing so that training is a proper simulation.

TERMS & CONDITIONS

- I. This Invitation for Bids is open to all service providers.
- II. Selection of Bidder will be made purely on merit, past experience and reputation. As the work to be entrusted is of very sensitive, confidential and important nature, merely quoting lower rates will not make the Bidder eligible for selection.

Bidder Experience:

The Bidder should have an ability to satisfy our requirements and should have an experience for a similar kind of supply and Installation of Admission and Examination Processing Software System in any Government/Educational Organization. The offer

should accompany the Proof for the same in terms of supporting documents like Customer Purchase order copies, Past Experience and Past performance supporting documents clearly mentioning the Name of the customer, order value with Satisfactory Completion certificate issued by the customer for establishing the credibility of the Bidder.

- I. Should have technically qualified and well-experienced strong in-house resources based on company role.
- II. There should be no overwriting in the bidder's offer. If required, striking out entries and writing afresh the bidder can make corrections. The initials of the bidder's authorized person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as Unit Price as stated in Appendix. After award of the contract, if the bidder does not perform the work satisfactorily or delays the execution of the contract, Banaras Hindu University reserves the right to cancel the contract and get the balance contract executed by another party of its choice. In such a case, no payment shall be remitted to the bidder and his EMD shall be forfeited.
- III. **Cost of Bidding**
The Bidder shall bear all costs associated with the preparation and submission of its bid and the University will in no case be responsible or liable for these costs.
- IV. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

Part-3

Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1 Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “University” means Banaras Hindu University established under Banaras Hindu University Act 1915 .
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Vendor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Vendor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Vendor in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Vendor is required to supply to the Purchaser under the Contract.
- (i) “The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means Banaras Hindu University, institute, faculty, department and other entities of the University competent for purchasing Goods and Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Vendor under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Vendor.
- (n) “Vendor” means the person, private or government

entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) "The Project Site," where applicable, means the place named in the SCC.

- 2 Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3 Corrupt and Fraudulent Practices**
- 3.1 The University requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V.
- 3.2 The Purchaser requires the Vendor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4 Interpretation**
- 4.1 Unless the context requires otherwise, singular means plural and vice versa.
- 4.2 The Contract constitutes the entire agreement between the Purchaser and the Vendor and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.
- 4.4 Non-waiver
- a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- 5 Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Vendor and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
- 5.2 The Vendor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Vendor.
- 6 Joint Venture, Consortium or Association**
- 6.1 If the Vendor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7 Eligibility**
- 7.1 The Bidder should not have been declared insolvent by the competent court.
- 7.2 The Bidder should not be disqualified for contract under the law of the land.
- 7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
- 7.4 The Vendor and its Subcontractors shall have the nationality of an eligible country. A Vendor or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the Vendor
- 7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8 Notices**
- 8.1 Any notice given by one party to the other pursuant to the

Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9 Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when

(a) as a matter of law or official regulations, India prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10 Settlement of Disputes

10.1 The Purchaser and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Vendor may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

10.3 All questions, disputes and differences arising shall be referred by the Vice-Chancellor, Banaras Hindu University to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996. In case Dispute/Difference remains unresolved, the Civil Court Varanasi shall have the Jurisdiction.

11 Obligations During Arbitrations

11.1 Notwithstanding any reference to arbitration in Clause 10,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay any amount due to the Vendor.

12 Scope of Supply

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

- 13 Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Vendor are specified in the SCC.
- 14 Vendor's Responsibilities** 14.1 The Vendor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Vendor for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustments authorized in the SCC.
- 16 Terms of Payment** 16.1 Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made.
- 16.2 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Vendor, and after the Purchaser has accepted it.
- 16.3 The currencies in which payment shall be made to the Vendor under this contract shall be Indian currency unless otherwise agreed.
- 17 Taxes and Duties** 17.1 For Services manufactured outside India, the Vendor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
- 17.2 For Services Manufactured within India, the Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Vendor in India, the Purchaser shall use its best efforts to enable the Vendor to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax saving to the purchaser.
- 18 Performance Security** 18.1 If required as specified in the SCC, the Vendor shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the

Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Vendor including warranty obligation.

18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.

19 Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Vendor herein shall remain vested in the Vendor, or, if they are furnished to the Purchaser directly or through the Vendor by any third party, including Vendors of materials, the copyright in such materials shall remain vested in such third party.

20 Confidential Information

20.1 The Purchaser and the Vendor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Vendor may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Vendor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Vendor under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Vendor for any purposes unrelated to the contract. Similarly, the Vendor shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- a. now or hereafter enters the public domain through no fault of that party;
- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- c. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21 Subcontracting** Sub-Contracting of contract is not allowed.
- 22 Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
- (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23 Insurance**
- 23.1. Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 24 Inspections and Tests**
- 24.1. The Vendor shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 24.2. The inspections and tests may be conducted on the premises of the Vendor or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Vendor or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 24.3. The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 24.4. Whenever the Vendor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any

necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 24.5. The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 24.6. The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 24.7. The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 24.8. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations under the Contract.

25 Liquidated Damages

- 25.1. Except as provided under GCC Clause 32, if the Supplier fails perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.

26 Warranty

- 26.1. The Supplier warrants that all the services that are proposed for the University are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 26.2. Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising

from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

- 26.3. Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Expiry of Contract period or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
- 26.4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 26.5. Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 26.6. If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

27 Patent Indemnity

- 27.1. The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
- 27.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 27.3. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28 Force Majeure

- 28.1. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to

negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

28.2. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

28.3. The Supplier shall not be liable for forfeiture of its Performance Security, 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.

29 Extensions of Time

29.1. If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

29.2. Except in case of Force Majeure, as provided under GCC Clause 30, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

30 Termination

30.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

30.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

30.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

31 Assignment

- 31.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Ref. No.	SCC
GCC 1.1 (i)	The Purchaser's country is: India.
GCC 1.1 (k)	The Purchaser is: BANARAS HINDU UNIVERSITY VARANASI-221005
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: BANARAS HINDU UNIVERSITY VARANASI-221005
GCC 5.1	The language shall be: Hindi or English
GCC 8.1	For notices, the Purchaser's address shall be: Attention : Dr. Awdhesh Kumar Address : Joint Registrar (Examinations & UET) Floor/ Room number : Office of the of the Controller of Examinations City : Varanasi ZIP Code : 221005 Country : India Electronic mail address : jrexam@bhu.ac.in
GCC 9.1	The governing law shall be the law of India.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <p style="text-align: center;"><i>Contracts with Supplier for arbitral proceeding</i></p> In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by vice-chancellor, BHU, unless otherwise agreed.
GCC 15.1	The prices charged for the Services performed shall not be adjustable.
GCC 16.2	PRICES AND PAYMENT PATTERN 16.2.1. The payments are inclusive of all taxes, <i>octroi</i> , duties, transportation etc. and <i>the second party</i> shall be entirely responsible for meeting <i>all such</i> liabilities <i>without</i> any financial claim from <i>the first party</i> . 16.2.2. Such payment will be released as per <i>staggered payment</i> plan as mentioned in the financial bid viz. 75% of <i>the amount</i> due for the academic session. 16.2.3. The payment of retained amount (25%) of the first academic session will be released with the 75% amount of next academic session and so on.
GCC 18.1	A Performance Security shall be required @ 3% of contract price.

GCC 18.3	<p>If required, the Performance Security shall be in the form of : Bank Guarantee</p> <p>If required, the Performance security shall be denominated in Indian Rupees.</p>
GCC 25.2	<p>Incidental services to be provided are:</p> <p>Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.</p>
GCC 26.1	<p>The inspections and tests shall be: Services should be installed at site by designated engineer of the firm. Demonstration should be made to the satisfaction of the University. Free visits should be made by the engineer during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.</p>
GCC 27.1	<p>A penalty is leviable up to 1% per week for not performing the assigned work within the stipulated time.</p> <p>In case of non availability of cloud services (for system downtime) beyond a permissible limit in a Day / Month/Year a penalty @Rs. 2000/ hour will be recovered and where a portion of cloud services is not available beyond the permissible limits a penalty of Rs500/ hour shall be levied.</p>
GCC 27.1	<p>The maximum amount of liquidated damages shall be: 10%</p>
GCC 28.3	<p>The period of validity of the Warranty shall be 12 months from the date of expiry of the contract period acceptance/ satisfactory running of all modules.</p> <p>For purposes of the Warranty, the place(s) of final destination(s) shall be the University where the students' life cycle modules are running.</p> <p>The Vendor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Vendor, these guarantees are not attained in whole or in part, the Vendor shall, at its discretion, either:</p> <p>(a) Make such changes, modifications, and/or additions to the modules or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or</p> <p>(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week of actual value of the equipment (maximum 10%).</p>

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Part-4
Bidding Forms &
Contract Forms

Section IX: Bidding Forms

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(i) Tender Form

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Tender No.

To

The _____

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest ;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Services : /Providing Online Services on Single Platform Software for Various Modules with AMC of University Examination Management System/;
5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the services required and my/our offer is to supply the services strictly in accordance with the specifications and requirements.
8. The following have been added to form part of this tender.
 - (a) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (b) Income Tax clearance certificate.
 - (c) Copy of last audited balance sheet.
 - (d) Copy of Valid Central/State sales tax registration certificate.
 - (e) Copy of relevant major purchase orders valuing more than Rs. 20000/- executed during last three years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (f) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (g) Statement of deviations from financial terms & conditions, if any.

- (h) Any other enclosure. (Please give details)
9. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
10. Certified that the bidder is:
- (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,
- Or**
- (b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.
- Or**
- (c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

11. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
12. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
13. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
14. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* **[insert complete name of person signing the Bid]**

Name of the person duly authorized to sign the Bid on behalf of the Bidder** **[insert complete name of person duly authorized to sign the Bid]**

Title of the person signing the Bid **[insert complete title of the person signing the Bid]**

Signature of the person named above **[insert signature of person whose name and capacity are shown above]**

Date signed _ **[insert date of signing]** day of **[insert month]**, **[insert year]**

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of _____

Address:
.....
.....

Telephone No. : _____

FAX _____

E-mail _____

Company seal

(ii) Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To,

The _____

Ref: Tender No.....Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
3. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: **[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]**

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/
constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

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

Dated this day of _____

Signature of Bidder _____

Details of enclosures _____

Full Address: _____

Telephone No. _____

Mobile No. : _____

Fax No. : _____

E-mail: _____

Company Seal

COMMERCIAL BID FORMAT

Sr. No.	Description	Units	Rates in (Rs.)
1	Charges per Student applying for <u>Entrance test</u> & Per Paid Application for all modules mentioned in tender document under University Entrance Test module with a 5-year contract period.	Per Applicant	
2	Charges per Student per online Entrance Test in CBT mode.	Per Applicant	
3	Charges for online Counselling and admission per student whose result is declared	Per Student	
4	Charges per student per semester all modules mentioned in tender document under University Regular Examinations including Schools maintained by BHU.	Per Student Per Semester	
5	Charges per Student per online regular examinations for all online paper assessments in online proctored mode	Per student per test	
6	Charges per student per assessment in Open Book Mode with Digital Evaluation of scripts	Per student per script / test	
7	Charges of source code for the new developments / upgraded modules [one time]	One time	
	<p>Note:</p> <ul style="list-style-type: none"> ● The above cost should be inclusive of all taxes, if any. ● The Billing will be done per semester based on processed candidates. ● The rates would remain valid for 5 years and no other charges or escalation would be paid for maintenance/ development/ source code separately. ● No extra charges will be paid other than those mentioned above for Software AMC & hosting, cloud space or other cloud hosting charges for the AWS infrastructure detailed in the scope of work ● Tender will be awarded based on the QCBS scores and the Financial value of the above services ie. F_b ● For the purpose of calculating the Financial value of F_b the following formula will be used : $F_b = A + B$, where A = Sum of rates quoted for S.No. [1] to S.No. [6] B = 20% of Rates quoted in S.No. [7] / 25000 		

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ADVT. No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
<p>6. Bidder's Authorized Representative Information</p> <p>Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>
<p>7. Attached all copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement.</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

Form 3
Team Composition

Name of Key personnel with qualification and experience	Proposed position	proposed Tasks

Form 4
Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

The President of India, through

Head of Procurement

Procuring Organisation

[Complete address of the Procuring Entity]

Ref: Tender Document No. Tend No./ xxxx; Tender Title: Services

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organisation for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.

Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
of cancellation of the entire tender process or rejection of all bids or
of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DA:.....

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
ADVT. No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

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Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (2) *[insert name of Vendor]*, a corporation incorporated under the laws of *[insert: country of Vendor]* and having its principal place of business at *[insert: address of Vendor]* (hereinafter called “the Vendor”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Vendor for providing the Services

The Purchaser and the Vendor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules(BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Vendor as specified in this Agreement, the Vendor hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Vendor

Signed: *[insert signature of authorized representative(s) of the Vendor]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated][Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Vendor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*_____*) *[insert amount in words]*⁵, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...⁶, and any demand for payment under it must be received by us at this office indicated above on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

⁵ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Vendor”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Vendor”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Vendor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Goods and related Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Vendor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Vendor shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; **or**
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Purchaser to Vendor under the Contract, less the amount properly paid by Purchaser to Contractor; **or**
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Vendor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative,

this _____ day of _____ 20____. SIGNED ON _____

on behalf of _____ By _____ in the capacity

of _____ In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____ In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Vendor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than toward delivery of Goods;

or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Section XI

Evaluation and Comparison of Bids

Evaluation under Combined Quality Cum Cost Based System shall be carried out by following the criteria given hereunder

Sr. No.	Parameters	Break up of Parameters	Score	Max. Score	Documentary Proof
E I & II	Presence in Indian IT market and experience in supplying/customizing examination/educational software solutions/cloud-based services.	0 - 5 years	02 Points	08 points	Company Registration with Oldest Customer Order / Certificate
		> 5 years but < 15 years	04 Points		
		above 15 yrs	08 Points		
E III	Assignments of Examinations Computerization (Supply/Services) for Universities/Academic Institutions -	Minimum 10 annual assignments out of which min. 3 assignments with min. 1,00,000 students	03 Points	08 Points	Work Orders / Certificates
		More than 10 annual assignments with min. 3 assignment with 1,00,001 to 3,00,000 students	05 Points		
		More than 10 annual assignments with min. 3 assignment with 3,00,001 and above students	08 Points		
E IV	Past experience of handling online student admission process in a single year	No. of Student < 300,000 and no. of courses <50	04 Points	10 points	Certificate
		No. of Student < 300,000 and no. of courses greater or equal	06 Points		

		to 50				
		No. of Student greater or equal to 300,000 and no. of courses less than 50	10 Points			
E V	Average Turnover during the last 3 years.	> 5 crores to 10 crores	5 points	10 points	CA Certificate	
		>10 crores	10 points			
E VI	Valid Certifications	CMMI Level 3 or above	08 Points	08 points	Certificates	
E VII	Large scale handling of University regular examination results	< 4 Lakh students/ semester for a single University	04 Points	08 Point	Copy of Work Order	
		4 Lakh or more students / semester for a single University	08 Points			
E VIII	Availability of suitably skilled manpower	> 50 technical people on Roll	02 Points	08 points	Self Declaration with names and contact details	
		> 3 AWS Certified people	02 Points		Certificate with validation URL	
		> 15 technical people skilled in Laravel	02 Points		Self Declaration with profiles and details	
		> 5 people skilled in Java based reporting & AWS Quicksight	02 Points		Self Declaration with profiles and details	
E IX	Demonstration of the Bidder's understanding of the work, implementation plan, suitability & preparedness towards undertaking these activities, possibility of a fast roll out along with case studies / references with applications of		40 Points	40 Points	To be given by the Technical Committee on the basis of presentation	

	demonstrated projects similar in scope / requirements. Points will be given by a Technical committee constituted for the purpose				
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INVITATION FOR BIDS

Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY
VARANASI-221005

e-Procurement Notice

Ref: : BHU/CE/2022/420

Dated: 23-08-2022

Online tenders are hereby invited in **two cover system** from reputed **manufacturer/ authorized representative of a manufacture/whole sale dealer/importer** for supply of :-

- Providing Online Services on Single Platform Software for Various Modules with AMC of University Examination Management System

Bidders can download complete set of bidding documents from e- procurement Platform <http://eprocure.gov.in/eprocure/app> from 25-08-2022 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 24-09-2022 upto 05:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <http://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	25-08-2022 (05:00 PM) [Thursday]
Bid Document Download Start Date	25-08-2022 (05:00 PM) [Thursday]
Clarification Start Date	25-08-2022 (05:00 PM) [Thursday]
Clarification End Date	01-09-2022 (05:00 PM) [Thursday]
Pre Bid meeting	02-09-2022 (02:30 PM) [Friday]
Bid Submission Start Date	05-09-2022 (05:00 PM) [Saturday]
Bid Document Download End Date	24-09-2022 (05:00 PM) [Saturday]
Bid Submission End Date	24-09-2022 (05:00 PM) [Saturday]
Bid Opening Date	26-09-2022 (03:00 PM) [Monday]
Technical Presentation	29-09-2022 (12.30 PM)

sd/-
Registrar