

No.: 1677/WBBPE/2022

Date: 20 /10/2022

WEST BENGAL BOARD OF PRIMARY EDUCATION

DK 7/1, Sector II, Salt Lake, Kolkata - 700091

E-Mail: secretary.wbbpe@gmail.com



EOI response, invited from experienced agencies for Empanelment to provide Security Ancillary Services during Teacher Eligibility Test, 2022, being conducted by West Bengal Board of Primary Education throughout the state of West Bengal, scheduled to be held on 11th December, 2022.

TABLE OF CONTENTS

DISCLAIMER.....	4
NOTICE INVITING TENDER.....	6
1. ABOUT WEST BENGAL BOARD OF PRIMARY EDUCATION.....	6
2. ABOUT EOI	6
3. IMPORTANT SCHEDULE AND DETAILS	6
4. CONTRACT PERIOD	6
5. DETAILED SCOPE OF WORK.....	8
5(A) SOW–IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION AND ATTENDANCE MARKING SERVICE (Category-A)	8
5(B) SOW– CCTV SURVEILLANCE SERVICE (Category-B).....	9
5(C) SOW – FRISKING OF CANDIDATES THROUGH HHMD (Category-C)	10
6. INSTRUCTION TO BIDDERS	11
6.1 Sale of Tender documents	11
6.2 Submission of Tender.....	11
6.3 Period of Contract.....	11
6.4 Bid Securing Declaration	12
6.5 Validity of Bids	12
6.6 Performance Security Deposit	12
6.7 Delivery Schedule.....	13
6.8 Payment Terms	13
6.9 Penalty Term	14
6.10 Other Terms & Conditions.....	14
6.11 Amendment to the Bid Document	14
6.12 Language of Bids	15
6.13 Bidder Authorized Signatory	15
6.14 Clarification.....	15
6.15 Arbitration	15
6.16 Late Bids	15
6.17 Selection Process	16
6.18 Notification of Award.....	16
6.19 Contract Signing	16
6.20 Confidentiality	16
6.21 Proprietary Data.....	17
7. QUALIFICATION CRITERIA (Documentary evidence to be submitted)	18
8. PROFORMA FOR FINANCIAL BID.....	20

10.	Annexure-I	21
11.	Annexure-II.....	22
12.	Annexure-III.....	24
13.	Annexure-IV	25

DISCLAIMER

The information contained in this Request for Proposal document ("EOI") or subsequently provided to BIDDERS, whether verbally or in documentary or any other form by or on behalf of the West Bengal Board of Primary Education or any of its employees or advisers, is provided to BIDDERS on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided.

This EOI is not an agreement and is neither an offer nor invitation by West Bengal Board of Primary Education to the prospective BIDDERS or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this EOI. This EOI includes statements, which reflect various assumptions and assessments arrived at by West Bengal Board of Primary Education in relation to the services. Such assumptions, assessments and statements do not support to contain all the information that each Bidder may require. This EOI may not be appropriate for all persons, and it is not possible for West Bengal Board of Primary Education, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI. The assumptions, assessments, statements and information contained in this EOI, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtain independent advice from appropriate sources.

Information provided in this EOI to the BIDDERS is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. West Bengal Board of Primary Education accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

West Bengal Board of Primary Education, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process.

West Bengal Board of Primary Education also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this EOI.

West Bengal Board of Primary Education may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that the West Bengal Board of Primary Education is bound to select an Bidder or to appoint the Selected Bidder, as the case may be, for the desired services and West Bengal Board of Primary Education reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

Time and Quality is of essence. West Bengal Board of Primary Education reserves the right to go ahead with the bid process in case of single bidder. It is also not bound to accept the lowest financial offer and may negotiate with the most technically qualified bidder.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by West Bengal Board of Primary Education or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will be borne by the Bidder and West Bengal Board of Primary Education shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Bidder in preparation or in submission of the Proposal, regardless of the conduct or outcome of the selection process.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of the (West Bengal Board of Primary Education) with the vendors/bidders.

NOTICE INVITING TENDER

1. ABOUT WEST BENGAL BOARD OF PRIMARY EDUCATION

West Bengal Board of Primary Education was established by the provisions of West Bengal Primary Education Act, 1973 in order to disseminate elementary education throughout the state of West Bengal.

The Board started functioning on and from 2nd July, 1990. The Board is an autonomous body under the Department of School Education, Government of West Bengal.

2. ABOUT EOI

EOI response invited from experienced agencies for Empanelment to provide below services during Teacher Eligibility Test, 2022 being conducted by West Bengal Board of Primary Education throughout the state of West Bengal.

- A. Biometric Authentication and Attendance Marking service
- B. CCTV surveillance service
- C. Frisking of candidates through HHMD

3. IMPORTANT SCHEDULE AND DETAILS

1	EOI No.	1677/WBBPE/2022 DT 20/10/2022
2	Mode of Submission	Online only
3	E-mail for Submission of EOI for empanelment	Secretary.wbbpe@gmail.com
5	Tender Fee after empanelment	INR 5,000 only
6	Last date & time of Submission of EOI	28 /10 /2022 up to 03:00 PM
7	Address for Communication	West Bengal Board of Primary Education, DK 7/1, Sector II, Bidhannagar, Kolkata, West Bengal 700091

4. CONTRACT PERIOD

The contract shall be for a period of one year, extendable for further period on satisfactory performance, from the date of award of work. The contract may be terminated anytime before the period of one year by West Bengal Board of Primary Education if any violation of the clauses of the contract takes place.

NOTE: West Bengal Board of Primary Education may, at its discretion, extend the date for the submission of tender by amending the Tender documents, if required.

Sd/-
Secretary
West Bengal Board of Primary Education

5. DETAILED SCOPE OF WORK

5(A) SOW-IMPERSONATION CONTROL THROUGH BIOMETRIC AUTHENTICATION AND ATTENDANCE MARKING SERVICE (Category-A)

West Bengal Board of Primary Education is keen to implement Biometric authentication system to make the examination process robust by implementing one of the mechanism from below such as

5.A. 1 Touch less IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis **OR**,

5.A. 2 Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis to monitor various activities of the candidates at the sub-centres, spread all over the state of West Bengal . Examination date and list of examination centres will be provided to the successful Bidder by the West Bengal Board of Primary Education at least 2 weeks before the date of commencement of examination.

- i. West Bengal Board of Primary Education will provide centre-wise data (Roll numbers, Photos, Name, Examination date/shift etc.) of all registered candidates to the Bidder. Bidder will then use this data for Face recognition device & IRIS/ Finger-print capturing, and shall enable respective mechanism and candidate verification during the subsequent stages of the process.
- ii. Bidder will have to install QR code scanner integrated hand-held device of Touch less IRIS / Fingerprint scanner & Face recognition, along with manpower at each & every Examination centre at the time of examination.
- iii. Solution should have provision of real-time attendance monitoring system through secured web server.
- iv. Bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre) and other site as DR (Disaster recovery).
- v. QR code / Bar code containing roll number on the Admit card of the candidate should be scanned/read to auto-fetch the candidate details from Application Database (provided by West Bengal Board of Primary Education) and incase, QR/Bar code is missing on admit card, then manual entry of roll number with candidate information has to be made. Thereafter, Fingerprint/IRIS capturing of candidate's and Face recognition by the Hand-held device shall be done at the Security gate before the beginning of examination. All activities should be completed before conclusion of examination.
- vi. Bidder should deploy de-duplication algorithm across the database to avoid the duplicity of enrollment records.
- vii. Bidder should deploy IRIS scanners having functionality of On-Device encryption of data.
- viii. The facial recognition should be performed in a completely stateless transaction of two images (one image provided during the online registration and the other capture on the day of the examination).
- ix. CPU configuration for running facial recognition: Skylake generation or later.
- x. Image requirements for facial recognition
 - a. GIF, PNG, JPEG, TIFF RGB24 bpp
 - b. Face size: at least 60 pixels between eyes and a sharp image.
- xi. The Bidder has to perform physical verification of Candidate photo with application database (provided by West Bengal Board of Primary Education) at the time of security gate entry.
- xii. Biometric activity shall not be stopped on any ground and data capturing /identification work must be completed during the stipulated time period of the examination.
- xiii. After the completion of activity as per scope, the Bidder will hand-over the entire captured data in HDD in a sealed manner with super scribing Examination Name along with report and forwarding letter duly signed by the Bidder to the West Bengal Board of Primary Education, on the day of examination.

- xiv. The Bidder shall not be allowed to take away any data either in hard copy or soft copy and the work is to be carried out in the designated examination centres.
- xv. The Bidder must verify identity of the candidates from the captured data taken during the examination at the time of verification process as scheduled by West Bengal Board of Primary Education.
- xvi. The Bidder will depute adequate Hand-held Fingerprint scanner / touch less IRIS / Face recognition device per manpower on every 100 candidates during different Examination stages as & when scheduled by West Bengal Board of Primary Education. Additional Hand-held devices should be made available as per normal practice in case of emergency.
- xvii. The Bidder will have to ensure that the all the devices must be functional and has captured Fingerprint/IRIS & Photographs of each and every candidate who have appeared in the examination at each centre.
- xviii. If the examination is conducted in two or more shifts in a day at a centre, the activity should be performed separately in all the shifts during the duration of examination.
- xix. After completion of work, the Bidder has to submit self-attested centre-wise work completion certificate to the West Bengal Board of Primary Education.
- xx. Solution should not be Laptop/PC based. It should be Hand-held device integrated with STQC approved Hand-held touch less scanner only. Weight of the machine should not be more than 1 kg.

5(B) SOW- CCTV SURVEILLANCE SERVICE (Category-B)

West Bengal Board of Primary Education is keen to implement recording and /or CCTV surveillance system to monitor various activities of the candidates and other persons deployed to conduct examinations at the sub-centres spread all over the State. Examination date and list of examination centres will be provided to the successful Bidder by the West Bengal Board of Primary Education, at least 2 weeks before the date of commencement of examination.

- i. Installation of CCTV Color cameras should be made at least one day in advance from the scheduled date of examination and/or in such a way that the CCTV are required to be functional for one hour before the scheduled time of commencement of the examination and 0.5 hour after the completion of the examination.
- ii. To organize and provide required manpower to install the CCTV devices at the Centers.
- iii. To control the redundancy, bidder has to maintain the entire database and application server at two different seismic zones within India, making one site as DC (Data centre-Cloud based) and other site as DR (Disaster recovery- Cloud based).
- iv. CCTV feed data should travel through secured VPN Tunnel and one copy should be maintained at Cloud based storage.
- v. In case of Live CCTV surveillance, Cameras should be connected to Internet and Control room need to be setup at West Bengal Board of Primary Education Headquarter. Bidder has to ensure that at least 90% live camera feed is made available at HQ control room at all times during the entire duration of examination.
- vi. For multiple streaming/viewing of live CCTV Feed in HQ control room, the LED screens set up by the bidder should be able to identify state, city, examination centre and examination room.
- vii. Bidder has to make available 10x12 feet video wall at HQ Control room with adequate manpower and laptops.

- viii. During the period of examination, CCTV facility shall not be interrupted due to any technical fault, etc., and the Bidder shall take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
- ix. The Bidder is required to submit complete recording of the entire examination duration within 10 days of successful completion of the examination.
- x. Power arrangement would come under the scope the West Bengal Board of Primary Education. In addition to this, Bidder has to arrange 15 minutes backup at each examination centre for their CCTV infrastructure.
- xi. The hardware required for the job shall be procured and maintained by the Bidder and Training/ sensitization of staff deployed at the examination centres shall be imparted by the Bidder.
- xii. The liability of the West Bengal Board of Primary Education will only be limited up to payment of the rental/Lease value of the cameras/ hardware provided and which includes connected service of the job.
- xiii. Computer/ Laptop and manpower will be provided by Bidder in HQ Control Room.
- xiv. Internet and other arrangements on every Examination center would be in the scope of Bidder.
- xv. Bidder should have adequate number of Color CCTV cameras available (as backup) in case of emergency.
- xvi. Installation and commissioning of CCTV at every Examination center at the time of examination or the venue of interviews or physical Test conducted by West Bengal Board of Primary Education, as per requirement on turnkey basis for close observation of activities of the candidates.
- xvii. Bidder has to install 1 CCTV camera in every Class room, 2 on Entry/Exit Gate and 1 in Control Room of every Examination center.

5(C) SOW – FRISKING OF CANDIDATES THROUGH HHMD (Category-C)

- i. To Frisk the Candidates/ staff at the entry point of the examination center by employing trained manpower for male and female candidate along with HHMD by having separate enclosure for women candidates from the start of entry of staff to end of examination.
- ii. No person to be allowed entry without identifications including candidates, staff or flying Squad' inspection.
- iii. The Bidder should have adequate infrastructure for providing services for metal detector and manpower to make available at all the Examination venues.
- iv. The Bidder shall be responsible to take all clearances, certificates, licenses and should comply with all statutory obligations required for undertaking/providing services.
- v. Bidder shall maintain strict secrecy and confidentiality and will not divulge any information relating to assignment or examination to any third party, person, individual or boy corporate.
- vi. The Bidder shall be informed at least a week in advance about examination centre venues by the concerned authorities of West Bengal Board of Primary Education.
- vii. No advance payment shall be made to the Bidder; however, whole payment shall be released after submission of satisfactory completion report by the Bidder.
- viii. The Bidder is advised to visit all the centers well in advance of the examination date to get acquainted with the available facilities at the center.
- ix. The Bidder will check all admit cards and then only allow entry to candidates.
- x. Separate frisking for female candidates. Only female staff will frisk the female candidates in enclosures.

- xi. The Metal Detector provided for Frisking should be able to detect any prohibited metallic ornaments/electronic devices at examination centers on the day of examination except (pen & admit card).
- xii. At every centre, minimum one frisking enclosure, at least 1 female & 1 male staff with metal detectors are to be deployed. More manpower shall be deployed, if required.

Male Frisking Personnel	One per 100 Male Candidates (Minimum 1 per Centre)
Female Frisking Personnel	One per 100 Female Candidates (Minimum 1 per Centre)

- xiii. Installation of HHMD, Frisking Enclosure at each & every Examination center at the time of examination conducted by West Bengal Board of Primary Education.
- xiv. The Bidder has to submit work completion certificate along with the center details to West Bengal Board of Primary Education.

6. INSTRUCTION TO BIDDERS

6.1 Sale of Tender documents

The bidder has to submit Tender fees of INR 5,000/- (Five Thousand Only) in form of Demand Draft only drawn in favour of the "Secretary, West Bengal Board of Primary Education" towards the cost of Tender document along with the Technical Bid, failing which the Tender will be summarily rejected.

6.2 Submission of Tender

Bidders shall submit the bid through **online** mode only, on or before the closing date. West Bengal Board of Primary Education will not be responsible for any delay in receipt of bids. Any bid received after the closing date and time shall not be entertained. In case, closing date of submission of bid happens to be a holiday due to some unforeseen circumstances, the bids will be received on the next working day at the same time. Technical bid and Financial bid should be submitted separately.

6.3 Period of Contract

6.3.1 The contract shall be done for a period of one year, from the date of award of work. However, the contract may be renewed for further period on the basis of performance of work provided that both parties agree on mutual terms and conditions as specified in the contract.

6.3.2 In case the performance is not found to be satisfactory or not in conformity with the terms and conditions of the Tender document, the contract shall be terminated even before the scheduled time after following due procedure of law.

6.3.3 In the event of premature closure of contract for reasons mentioned herein above, the penalty will be imposed as mentioned in this document.

6.4 Bid Securing Declaration

6.4.1 Bidders shall submit Bid Securing Declaration (BSD) as per Annexure-VI in a sealed envelope tiled "EOI response invited from experienced agencies for empanelment to provide Security Ancillary services during Teacher Eligibility Test, 2022, being conducted by West Bengal Board of Primary Education, throughout the state of West Bengal. Scanned copy of BSD also needs to be uploaded on e-portal. If the BSD is not received by the prescribed date and time, the proposal submitted by the bidder will be liable to be summarily rejected.

6.4.2 Bidder has to submit BSD to the Secretary, West Bengal Board of Primary Education in Hard copy, at least a day or 24 hours before the closing of Last date/time of Bid Submission. Receipt of successful submission of BSD has to be uploaded online with the Technical bid. If not complied, bid will not be considered for opening and rejected out-rightly.

6.5 Validity of Bids

The Bidder shall keep the "Financial Bid" valid for acceptance for a minimum period of 15 days after the last date of receipt of the Bids.

6.6 Performance Security Deposit

Performance Security Deposit for proper and timely fulfillment of the contract has to be furnished by the successful Bidder within 07 working days from the date of Agreement cum receipt of work order.

No exemption will be made.

The Performance Security Deposit of INR 5 Lacs only by furnishing a Bank guarantee or Demand Draft or Fixed Deposit Receipt issued by a Nationalized/ Scheduled Bank approved by RBI drawn in favour of the "Secretary, West Bengal Board of Primary Education" for a period of One year . The Security Deposit can also be made in the shape of Guarantee Bond executed by a Nationalized/ Scheduled Bank.

Security Deposit will be retained by the West Bengal Board of Primary Education till satisfactory completion of the work. It should be clearly understood that in the event of the Contract not being executed and completed as per the quality and time schedule laid down, the same is liable to be forfeited. This will be in addition to the penalty, if any, which may be imposed as specified in the delivery schedule.

West Bengal Board of Primary Education authority will return the Performance Security Deposit within 30 days of completion of contract period.

6.7 Delivery Schedule

The bidder whose bid is accepted shall arrange to start the services after receipt of Letter of Acceptance / Work Order in a time bound manner as indicated by West Bengal Board of Primary Education for each job/ project/ examination.

It may be kept in mind that time is the essence of this contract, Bidders may note that award of work will be on a project to project basis – one project being one examination. There may be overlapping of projects in which case the Bidder will have to ensure that there is no shortage of required infrastructure, manpower and related accessories or delay in respect of Teacher Eligibility Test, 2022.

6.8 Payment Terms

- i. No advance payment shall be made under any circumstances to the successful bidder.
- ii. Rate quoted by the bidder shall be inclusive of all incidental cost of Bidder including transportation, handling, and installation.
- iii. Rate quoted by the Bidder shall be exclusive of GST, as applicable by the Govt of India.
- iv. No extra costs shall be paid by West Bengal Board of Primary Education on any additional account to the successful bidder.
- v. The payment shall be in Indian Rupees and shall be paid only as per following terms of payment.
 - a. Payment will be made within 30 days of receipt of work completion certificate, along with Invoice complete in all respects.
 - b. Payment will be made as per 'Unit rate Per shift' quoted by the L1 bidder under section 8 (Proforma for Financial bid) in this document.
 - c. Category A1, A2, C: Candidates will be applicable as per Admit card generated/issued.
 - d. Category A1, A2, C: Formula for Invoice derivation would be:
(Number of candidates as per Admit card generated x Per candidate rate).
 - e. Category B: Formula for Invoice derivation would be:
(Number of estimated CCTV cameras x Per camera rate).
 - f. Category A1, A2, B1, B2, C has been detailed under section 8 (Proforma for Financial bid) in this document.
- vi. The successful bidder has to sign a detailed agreement within 7 days of receipt of Letter of Agreement on non-judicial stamp paper which shall contain all clauses including those related to liquidated damages on account of delays, errors, cost and time over-run etc.
- vii. Performance security deposit needs to be submitted by successful bidder before signing of agreement between West Bengal Board of Primary Education and successful bidder.
- viii. In case the bidder fails to execute the Agreement within 15 days from issue of Letter of Agreement, West Bengal Board of Primary Education shall have liberty to withdraw the bid.
- ix. All payments shall be subject to deduction of applicable TDS.
- x. The rate quoted should be firm.

6.9 Penalty Term

- i. In case of CCTV Camera(s) not being deployed by bidder at required examination centres, Bidder would be penalized by West Bengal Board of Primary Education authorities as per below:
 - amount of leftover Examination centre would not be paid
 - 100% amount would be penalized as of estimated no. of CCTV cameras for that specific Examination centre (number of estimated CCTV cameras*per camera rate)
- ii. In case of any candidate being leftover (5% exempted per particular examination), intentionally or unintentionally, during Live CCTV Surveillance stage at the time of examination, Bidder would be penalized by West Bengal Board of Primary Education as per below
 - amount of leftover Examination centre would not be paid
 - 100% amount would be penalized as of estimated no. of CCTV cameras for that specific Examination centre (number of estimated CCTV cameras*per camera rate)
- iii. In case of any candidate being leftover, intentionally or unintentionally, during Biometric capturing or authentication stage at the time of Examination, Bidder would be penalized by West Bengal Board of Primary Education as per below
 - amount of leftover candidates would not be paid
 - 100% amount would be penalized as of leftover (number of candidates*per candidate rate)
- iv. In case of bidder's staff not being present at Examination venue for Frisking stage at the time of Examination, Bidder would be penalized by West Bengal Board of Primary Education as per below
 - amount of leftover candidates would not be paid
 - 100% amount would be penalized as of leftover (number of candidates*per candidate rate)

6.10 Other Terms & Conditions

- i. Consortium and Joint venture bid won't be allowed and, would be liable for rejection out rightly.
- ii. Hypothetical and conditional Tenders will not be entertained and will be rejected summarily.
- iii. West Bengal Board of Primary Education reserves the right to accept or reject all or any of the Tenders without assigning any reason.
- iv. There shall be no commitment of minimum quantity which can be ordered during currency of the contract. Supply orders shall be placed on the Bidder against the Contract for such quantities as may be decided by the West Bengal Board of Primary Education.
- v. All disputes concerning in any way with this tender are subject to State High Court's Jurisdiction only.
- vi. **Bidder has to bid for all the required services as per the Scope of work of this tender. Partial bid will be out rightly rejected.**

6.11 Amendment to the Bid Document

- i. At any time prior to the last time and date for submission of bids, West Bengal Board of Primary Education, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

- ii. The amendment will be notified by West Bengal Board of Primary Education and will be binding on all bidders.
- iii. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their bids, West Bengal Board of Primary Education may, at its discretion, extend the last date for the submission of Bids.
- iv. The Corrigendum (if any) & clarifications to the queries from all bidders will be uploaded on West Bengal Board of Primary Education website.

6.12 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and West Bengal Board of Primary Education, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

6.13 Bidder Authorized Signatory

- i. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - Constituted Attorney of the company, or
 - Duly Authorized Representative/Signatory of the company, in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.
- ii. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized signatory executed under seal.
- iii. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- iv. The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. West Bengal Board of Primary Education may out rightly reject any bid not supported by adequate proof of the signatory's authority.

6.14 Clarification

When deemed necessary, West Bengal Board of Primary Education may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

6.15 Arbitration

In the event of any dispute or differences, the matter will be referred to the Secretary, West Bengal Board of Primary Education.

6.16 Late Bids

Bids received by West Bengal Board of Primary Education after the specified time on Bid Due Date (BDD) shall not be eligible for consideration and shall be summarily rejected.

6.17 Selection Process

- i. West Bengal Board of Primary Education has adopted a two stage selection process (collectively the "Selection Process") in evaluating the bids comprising prequalification (technical) and financial bids. In the first stage, a prequalification evaluation will be carried out as specified in this EOI Clause no 7. Only prequalified bids will be eligible for financial evaluation. Based on the technical evaluation, a list of short-listed BIDDERS shall be prepared.
- ii. In the second stage, a financial evaluation will be carried out as specified in this EOI. The Financial Proposal of the eligible and technically qualified bids will only be opened for consideration under LCBS evaluation.
- iii. Bids will finally be ranked according to LCBS scheme.
- iv. L1 bidder will be declared as successful contractor/service provider and will be awarded LOA (Letter of Award) within a day's time of opening of financial bid.
- v. BIDDERS shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that West Bengal Board of Primary Education decisions are final and binding without any right of appeal whatsoever.

6.18 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process / Public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

6.19 Contract Signing

- i. Generally, after selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by West Bengal Board of Primary Education to the Selected Bidder and the Selected Bidder shall, within 2 (two) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, West Bengal Board of Primary Education may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.
- ii. Bidder has to sign the Contract agreement as per Clause 17 (Annexure VIII) of this EOI within a period of 15 days from the date of LOA.

6.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of BIDDERS shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising West Bengal Board of Primary Education in relation to matters arising out of, or concerning the Selection Process. West Bengal Board of Primary Education shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. West Bengal Board of Primary Education may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to

require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or West Bengal Board of Primary Education or as may be required by law or in connection with any legal process.

6.21 Proprietary Data

- i. Subject to the provisions of Clause 6.20, all documents and other information provided by WEST BENGAL BOARD OF PRIMARY EDUCATION or submitted by the Bidder to WEST BENGAL BOARD OF PRIMARY EDUCATION shall remain or become the property of WEST BENGAL BOARD OF PRIMARY EDUCATION. BIDDERS and the Consultant, as the case may be, are to treat all information as strictly confidential. WEST BENGAL BOARD OF PRIMARY EDUCATION will not return any Proposal or any information related thereto. All information collected, analyzed, designed, developed, processed or in whatever manner provided by the Bidder to WEST BENGAL BOARD OF PRIMARY EDUCATION in relation to this project shall be the property of WEST BENGAL BOARD OF PRIMARY EDUCATION.
- ii. All Knowledge/Data which come to their notice as part of engagement shall not be used outside without permission of WEST BENGAL BOARD OF PRIMARY EDUCATION.
- iii. The Correspondence both Physical and Electronic shall be in the name of WEST BENGAL BOARD OF PRIMARY EDUCATION.
- iv. Dedicated official Mail ID mentioned in tender shall alone be used for all correspondence associated with the engagement.
- vi. The Bidder shall not promote their Company in these correspondences and shall not disclose their identity in any manner.

7. QUALIFICATION CRITERIA (Documentary evidence to be submitted)

Following will be the minimum qualification/eligibility criteria. Each eligible bidder should possess all the following qualification criteria. **All the documents submitted with Technical bid should contain the name & designation of authorized signatory with company seal.** Responses not meeting the minimum qualification criteria will be rejected and will not be evaluated.

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The bidder shall be a Private Limited or Limited Company registered under the Indian Companies Act 1956 or 2013 of GOI and should be into existence in India for last 4 years as on day of bidding. Consortium / Joint venture bid not allowed. Proprietorship / Partnership firms are not allowed to participate.	Copy of relevant Certificates along with <ul style="list-style-type: none"> • MOA / AOA • GST Registration certificate • PAN card
2.	The Bidder with average annual turnover of INR 10 Crores during the last three financial years i.e. 2019-20, 2020-21, 2021-22. In case of ITR of FY 2021-22 is yet not filled, then Bidder may submit provisional balance sheet and Profit & loss statement certified by Chartered Accountant.	Audited balance sheets and Profit and loss statements certified by Chartered Accountant (CA) of the bidder's organization
3.	Bidder must have a valid certification of ISO 9001:2015 and ISO 27001:2013 as on day of bidding.	Copy of valid certificates must be enclosed.
4.	Bidder should have working experience of <ul style="list-style-type: none"> • at least 2 different states in India • one work order of 50,000 candidates in single shift for the provision of Live CCTV Surveillance of candidates in Examination based projects, for any Government West Bengal Board of Primary Education directly, during the last 5 years as on 15 Oct 2022. 	Copies of Work Order and completion or self-completion need to be enclosed for the provision of Live CCTV Surveillance of candidates in Examination based projects.
5.	Bidder should have executed at least 1 work order of any Government West Bengal Board of Primary Education of at least 10,000 candidates in single shift for the provision of IRIS and Face recognition service in Examination based projects during last 3 years as on 15 Oct 2022.	Copies of Govt. Work Orders directly on the name of bidder need to be enclosed
6.	Bidder should have working experience of <ul style="list-style-type: none"> • at least 2 different states in India • one work order of 50,000 candidates in single shift for the provision of Impersonation control and candidate authentication into Examination based projects for any Government West Bengal Board of Primary Education directly during last 5 years as on 15 Oct 2022. 	Copies of Work Order need to be enclosed for the provision of Impersonation control and candidate authentication into Examination based projects.
7.	Bidder should have working experience of <ul style="list-style-type: none"> • at least 2 different states in India • one work order of 50,000 candidates in single shift for the provision of Frisking of candidates through HHMD 	Copies of Work Order need to be enclosed for the provision of Frisking of candidates through HHMD devices into Examination based projects.

	devices into Examination based projects for Government West Bengal Board of Primary Education directly during last 5 years as on 15 Oct 2022.	
8.	The bidder should not have been debarred/ blacklisted by any Organization/ Board/ Council/ University/ Commission and any other Government/ PSU / Government undertaking organization in the last five years.	Undertaking to be submitted on Letter head as per Annexure-II
9.	Bidder should have its own/rental site of Tier-3 Data centre and Disaster recovery at 2 different seismic zones within India for storage of sensitive data of examination.	Documentary proof should be submitted including but not limited to 'Agreement for rental' or 'Ownership Govt. document' and 'Site address with details of seismic zone'.
10.	Bidder has to bid for all the required services as part of Scope of work of this tender. Conditional / Partial bid will be rejected out rightly.	Undertaking to be submitted on letter head and shall remain valid for next 3 years
11.	The Facial recognition software should be owned by the OEM of the software and the IP should not be from China.	Self-Declaration and country of registration of OEM.
12.	The OEM of the facial recognition software should also have ownership or Intellectual Property rights for the Iris and Fingerprint algorithms that are evaluated by NIST	Self-Declaration on OEM letter head along with MAF issued on the name of bidder for this bid
13.	The Facial Recognition algorithm should have been implemented for at least one project in the past with a minimum of 10 Cr population anywhere in the world.	Letter of reference from customer
14.	The facial recognition algorithm must have mandatorily participated in NIST FRVT 1:1 evaluation at least once in 2019 or beyond with an accuracy of not more than 1% of FRR @ FAR of 10 ⁻⁶ on Visa dataset.	Self-Declaration on OEM letter head / NIST report.
15.	IRIS scanners should have provision of On-Device encryption of real-time data for highest security standards.	Self-Declaration on OEM letter head along with MAF issued on the name of bidder for this bid

8. PROFORMA FOR FINANCIAL BID

CATEGORY	SERVICE DESCRIPTION	PRICE QUOTE	UOM
A1	Impersonation control through Touch less IRIS capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis		Per Candidate Per Shift
A2	Impersonation control through Digital Finger-print capturing and Facial recognition of candidate by verifying Candidate's identity on real-time basis		Per Candidate Per Shift
B1	Live Webcasting and recording of Examination Centres and Central Control Room Management with supply of recording as per scope of work		Per Camera Per Shift
B2	CCTV recording of Examination Centres and Control Room with supply of recording as per scope of work		Per Camera Per Shift
C	Frisking with HHMD device as per Scope of Work		Per Candidate Per Shift

NOTE:

- Price should be quoted as Exclusive of GST only. GST will be applicable as per Govt. of India norms.
- Bidder with lowest Fs (*overall score of agency*), will be awarded work

$$Fs = \left[\frac{(A1+A2)}{2} + 0.05*(B1+B2) + C \right]$$

- **Category A1, A2, C:** Candidates will be applicable as per Admit card generated
- This Rate Contract would remain valid for the entire duration of project.
- WEST BENGAL BOARD OF PRIMARY EDUCATION, at its discretion, may choose to avail any or combination of services in different examinations.
- WEST BENGAL BOARD OF PRIMARY EDUCATION is not bound to take all the services in each examination conducted by them.

Yours faithfully,

Name of the Bidder:

Name & Designation of Authorized Signatory:

Seal & Signature of Authorized Signatory:

Date & Place:

10. Annexure-I

SELF-DECLARATION – NON BLACKLISTING

To

The Secretary
West Bengal Board of Primary Education
DK 7/1, Sector II, Bidhannagar, Kolkata-700091
West Bengal

Sir,

In response to the Bid _____ dated _____ 2022, I/we hereby declare that presently our Company/Firm_____ is having unblemished record and is not declared ineligible or blacklisted for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Govt. /State Govt. / Semi-Govt. / PSU/ University/ Educational Institutions/ Organization/ or Court of Law or by CVC as on date of bid submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our EMD may be forfeited in full and the bid if any, to the extent accepted may be cancelled.

Yours faithfully,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date:

Place:

11. Annexure-II

PROFORMA FOR PERFORMANCE SECURITY DEPOSIT

To

The _____

I. Against Price Agreement concluded by the advice acceptance of the Tender No. Dated /... /20.... Covering supply of..... (Hereinafter called the said contract), entered between the Secretary, West Bengal Board of Primary Education

And

..... (Hereinafter called the "Agency"), this is to certify that at the request of the Agency, We (Bank) are holding in trust in favour of the Secretary, West Bengal Board of Primary Education the amount of Rs. only (write the sum in words.....) to indemnify and keep indemnified the secretary, West Bengal Board of Primary Education against any loss or damage that may be caused to or suffered by the Secretary, West Bengal Board of Primary Education by reason of any breach by the Agency or any of the terms and conditions of the said contract and/or the performance thereof. We agree that the decision of the Secretary, West Bengal Board of Primary Education whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Agency and the amount of loss or damage that has been caused or suffered by the Secretary, West Bengal Board of Primary Education shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Secretary, West Bengal Board of Primary Education.

II. We, (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Agency, i.e., till (for a period of one year from date of Price agreement) hereinafter called the "said date" and that if any claim accrues or arises against us(Bank) by virtue of this guarantee before the said date, the same shall be enforceable against us (Bank) notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us..... (Bank) by the Secretary, West Bengal Board of Primary Education before the said date. Payment under this letter of guarantee shall be made promptly upon receipt of notice of that effect from Secretary, West Bengal Board of Primary Education.

III. It is fully understood that this guarantee is effective from the date of the said contract and that we..... (Bank) undertake not to revoke this guarantee during its currency without the consent in writing of the Secretary, West Bengal Board of Primary Education.

IV. We undertake to pay to the Government any money so demanded notwithstanding any dispute raised by the Agency in any suit or proceedings pending before any court of tribunal thereto, our liability under this present being absolute and unequivocal.

V. We(Bank) further agree that the Secretary, West Bengal Board of Primary Education shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by the Secretary, West Bengal Board of Primary Education against the said contract and to forbear or enforce any of the terms and conditions relating to the said contract and we (Bank) shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Agency or for any forbearance and / or omission on the part of the Secretary, West Bengal Board of Primary Education or any indulgence by the Secretary, West Bengal Board of Primary Education to the said Agency or by any other matter or thin what-so-ever, which under the law relating us from our liability in the constitution of the bank or Agency.

Date:

Signature

Place:

Printed Name

(Designation)

(Bank's Common Seal)

12. Annexure-III

BID SECURING DECLARATION FORM

Bid No.: _____ Dated _____

To,

The Secretary
West Bengal Board of Primary Education
DK 7/1, CK Block, Sector II, Bidhannagar, Kolkata,
West Bengal

Respected Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred as vendor) understand that, according to bid Clause No. _____, bids may be supported with a Bid Securing Declaration, Vendor renders the declaration that:-

Vendor will automatically be suspended from being eligible for bidding in any contract with the West Bengal Board of Primary Education (herein referred as Purchaser) for the period of 3 years, starting on bid submission closing date, if Vendor is in breach of any of the following obligation(s) under the bid conditions: -

- a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this EOI or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this EOI.
- c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understands that this declaration shall expire if Vendor is not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

13. Annexure-IV

**CONTRACT AGREEMENT FOR PROVIDING SECURITY ANCILLARY SERVICES
DURING TEACHER ELIGIBILITY TEST, 2022 BEING CONDUCTED BY
WEST BENGAL BOARD OF PRIMARY EDUCATION THROUGHOUT THE STATE OF WEST BENGAL**

This agreement is made on the between..... (hereafter referred to as West Bengal Board of Primary Education) and M/s (here in after referred to as the 'Contractor') for providing Security Ancillary services during **Teacher Eligibility Test, 2022**, being conducted by West Bengal Board of Primary Education throughout the state of West Bengal.

The terms and conditions of Tender Notice and minutes of pre bid meeting shall also form part of this contract.

Scope of Work, Responsibilities and Terms & Conditions would be as per EOI No. _____.

Signed today on the Day of at

For CONTRACTOR

Designation:

Contractor Address:

Witness:

For West Bengal Board of Primary Education

Designation:

Address:

West Bengal Board of Primary Education
DK 7/1, Sector II, Bidhannagar, Kolkata, West
Bengal 700091

Witness: