



# **Bihar Legislative Council Secretariat**

**(बिहार विधान परिषद् सचिवालय)**

**NIT No.: BLCS/NV/RFP/01/2019 Dated 01-03-2019**

**REQUEST FOR PROPOSAL FOR  
SELECTION OF SERVICE PROVIDER FOR  
DESIGN, DEVELOPMENT, CUSTOMIZATION, IMPLEMENTATION AND  
CONDUCT OF COMPUTER BASED EXAMINATION  
AND RELATED ACTIVITIES FOR  
DIRECT RECRUITMENT ON VARIOUS POSTS  
IN  
BIHAR LEGISLATIVE COUNCIL SECRETARIAT, PATNA**

**Issued by:**

**BIHAR LEGISLATIVE COUNCIL SECRETARIAT**

Patna, Bihar -800015

Telephone: 0612-2215667, Fax: 0612-2215683

Website: <http://biharvidhanparishad.gov.in>

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## 1. DISCLAIMER

The information contained in this Request for Proposal (RFP) or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the Bihar Legislative Council Secretariat (BLCS) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is issued by the BLCS.

This RFP is not an agreement and is neither an offer nor invitation by the BLCS to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the BLCS in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the BLCS, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP.

The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant 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 RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BLCS accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The BLCS its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. The BLCS 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 RFP.

The BLCS 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 RFP.

BLCS reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BLCS also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. BLCS reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of the Bihar Legislative Council.

The issue of this RFP does not imply that the BLCS is bound to select a Bidder or bidders, as the case may be, for the Project and the BLCS reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever. This RFP is being issued with no financial commitment and the BLCS reserves the right to change or vary any part thereof at any stage. The BLCS also reserves the right to withdraw the RFP, should it become necessary at any stage.

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 the BLCS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BLCS shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Bihar Legislative Council Secretariat and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

## 2. Abbreviations

Sl.No.	Abbreviation	Description
1.	BLCS	Bihar Legislative Council Secretariat
2.	CBT	Computer Based Test
3.	CMMI	Capability Maturity Model Integration
4.	DC	Data Center
5.	DR	Disaster Recovery
6.	EMD	Earnest Money Deposit
7.	FY	Financial Year
8.	IPR	Intellectual Property Rights
9.	LAN	Local Area Network
10.	LOA	Letter of Acceptance
11.	LoI	Letter of Intent
12.	MIS	Management Information System
13.	PBG	Performance Bank Guarantee
14.	NIT	Notice Inviting RFP
15.	RFP	Request for Proposal
16.	SP	Service Provider

### 3. Definitions

Sl. No.	TERM	DEFINITION
1.	<b>Applicable Law</b>	The contract shall be interpreted in accordance with the laws of India.
2.	<b>Bidder</b>	Any firm offering the solution(s), service(s) and/ or materials required in the RFP call. The word Bidder when used in the pre award period shall be synonymous with bidder or Service Provider and when used after award of the contract shall mean the successful bidder with whom client signs the contract for rendering of goods and services.
3.	<b>Client</b>	The Bihar Legislative Council Secretariat, Patna
4.	<b>Service Provider (SP)</b>	The firm providing the solution under this contract as named in RFP/ Technical specifications/scope of work.
5.	<b>Contract</b>	The agreement entered into between the Client and the Service Provider (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
6.	<b>Contract Price</b>	The price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.
7.	<b>Bidder's Representative</b>	The duly authorized representative of the Service Provider, approved by the Client and responsible for the Service Provider's performance under the contract.
8.	<b>Effective Date</b>	The date on which the Agreement is executed.
9.	<b>Financial Bid or Commercial Bid</b>	The part of offer that provides price schedule.
10.	<b>Goods and Services</b>	The solution(s), service(s), materials or a combination of them in the context of the RFP call and specifications.
11.	<b>Performance Security</b>	On receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.
12.	<b>Pre-qualification and Technical bid</b>	That part of the offer that provides information to facilitate assessment, by professional, technical and financial standing of the bidder, conformity to specifications etc.
13.	<b>Products</b>	All of the equipment, Hardware, Software, supplies and consumable items that the SP is required to install or provide under the contract, plus the associated documentation.
14.	<b>Project Plan</b>	The document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.
15.	<b>Specification</b>	The functional and technical specifications or statement of work, as the case may be.
16.	<b>RFP call or Invitation for bids</b>	The detailed notification seeking end to end solution.
17.	<b>Three part bid or Two Stage bid</b>	The EMD, PQ and technical bids, financial bid are put in separate files and their evaluation is sequential.
18.	<b>Go-live</b>	The date of acceptance of prerequisite conditions as specified in subsequent clauses.

## 4. FACT SHEET

Nature of Project Work	RFP for Selection of Service Provider for Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.
NIT No.	BLCS/NV/RFP/01/2019
RFP Date	01-03-2019
Selection Method	RFP will be awarded to the Bidder with the highest score based on QCBS Evaluation Method.
RFP issued by	Bihar Legislative Council Secretariat, Patna- 800015
Availability of RFP	01-03-2019  RFP can be downloaded from <a href="http://biharvidhanparishad.gov.in">http://biharvidhanparishad.gov.in</a>
Email ID to send Pre-bid queries	byppatna@gmail.com
Last date to submit Pre-bid queries	07-03-2019 at 01:00 PM
Date, Time of Pre-bid meeting	08-03-2019 at 11:30 AM onwards
Place for Pre-bid meeting	#F-27, First Floor, New Extension Building, Bihar Legislative Council, Patna, Bihar-15
Issue of Addendum/Clarification (if any)	12-03-2019
Last date and time for bid submission	25-03-2019 at 01:00 PM
Date, Time and Place of opening of Pre-qualification & Technical Bids	25-03-2019 at 04:00 PM  #F-27, First Floor, New Extension Building, Bihar Legislative Council, Patna, Bihar-15
Date, Time and Place for Technical Presentation	27-03-2019 at 11:30 AM onwards  #F-27, First Floor, New Extension Building, Bihar Legislative Council, Patna, Bihar-15
Date, Time and Place of opening of Financial Bids	29-03-2019 at 11:30 AM onwards  #F-27, First Floor, New Extension Building, Bihar Legislative Council, Patna, Bihar-15
Earnest Money Deposit	Earnest Money Deposit of 12,00,000/- (Twelve Lakhs) only in the form of Demand Draft issued by a Nationalized/Scheduled Bank in favor of “ <b>D.D.O., Bihar Legislative Council, Patna</b> ” payable at Patna.
Performance Bank Guarantee	10% of total contract value (to be submitted within 15 working days from date of notification of award) in the form of Bank Guarantee from Nationalized or Scheduled Bank.
RFP Inviting Authority and Contact Person	Secretary, Bihar Legislative Council Patna, BIHAR - 800015 Telephone: 0612-2215667, Fax: 0612-2215683
Contact No.-	+91-9472199323

\* BLCS reserves the right to change any date/time mentioned in the schedule above under intimation to all concerned.



## 5. NOTICE INVITING RFP

**Bihar Legislative Council Secretariat, Patna, Bihar - 800015**

**Notice Inviting Request for Proposal (RFP)**

**NIT No.: BLCS/NV/RFP/01/2019**

**“Request for Proposal for Selection of Service Provider for Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”**

1. Bihar Legislative Council Secretariat (BLCS) hereby invites Request for Proposals (RFP) from qualified, experienced, reputed, competent and professional firms/agencies, who meet the minimum eligibility criteria as specified in this RFP document for the **“Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat”** as detailed in the "Scope of Work" section of this RFP document.
2. The detailed RFP document (along with the formats and templates) can be downloaded from <http://biharvidhanparishad.gov.in> from 01<sup>st</sup> March 2019. The downloaded RFP document shall be considered valid for participation in the bidding process subject to the submission of required EMD through Demand Draft in favor of **“D.D.O., Bihar Legislative Council, Patna”** payable at **Patna** and must be submitted physically in the Office of **Secretary, Bihar Legislative Council, Patna-15** latest by **25-03-2019** till **01:00 PM**, failing which the bid will be summarily rejected.
3. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

**Secretary  
Bihar Legislative Council  
Patna, BIHAR- 800015**

## 6. Request for Proposal

RFPs are invited from eligible, reputed and qualified IT/ Assessment Firms who has proven technical and financial capabilities to provide end-to-end services for implementation and maintenance of Computer Based System for conducting Examination process and related activities for recruitment to Different Posts in Bihar Legislative Council Secretariat, Patna detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

The intent of this RFP is to invite proposals from the agencies/Firms/Companies (also referred to as bidders) to enable the Council Secretariat to select a Service Provider for Design, Development, Customization, Implementation and Conduct of Computer Based Examination process and related activities for recruitment to Different Posts in Bihar Legislative Council Secretariat, Patna.

## 7. SCOPE OF WORK

BLCS intends to implement a system through which Computer Based Examination and related activities can be conducted and managed for the recruitment process for various posts in BLCS.

### 7.1 Broad Scope of Work

1. Computer Based Examination Application designing, development, customization and implementation.
2. Design and develop Web Portal for the recruitment process.
3. Integration with existing BLCS website of newly developed web portal for receiving online application, examination fee through payment gateway etc.
4. Generation / Download of Admit cards.
5. Develop a robust & comprehensive Secured Question Bank for BLCS Exams in Hindi and English.
6. Preparation of centers for Computer Based Exam.
7. Facilitate candidates for registering, scheduling and appearing in the Exams.
8. Conduct of Computer Based Examination.
9. Conduct of Typing and Shorthand (Speed & Accuracy) Test in Hindi and English.
10. Provide services of manpower in Exam Center for BLCS.
11. Consolidate candidate response, perform necessary analysis, generate score cards.
12. Preparation/compilation of Result
13. Generation of Merit List
14. Setting-up of Helpdesk.
15. MIS/customized report generation, as desired by BLCS.
16. Operation and maintenance.

### 7.2 Key Information

- (1) The total number of candidates to be assessed will be approximately as follows:-
  - (i) For end to end computer based recruitment - 80,000 (approx.)
  - (ii) For Non examination process - 1,00,000 (approx.)
- (2) Exam will be conducted in multiple shifts in the major cities of Bihar, preferably in Patna, on multiple days.
- (3) Tentative date of examination - Date will be decided immediately after selection of Service Provider.
- (4) **Bihar Legislative Council Secretariat does not guarantee any specific volume of candidates.**

### **7.3 Responsibilities of Bidder**

1. Design, Development, Customization and Implementation of CBT software application for BLCS.
2. Provide the technically qualified required manpower during implementation and maintenance phase.
3. Support in all the end-to-end activities involved in conducting examination till result publication.
4. Maintenance and support of CBT application and its hosting setup after the Go-LIVE acceptance.
5. Handover of all the CBT specific software applications/hardware with complete source code (latest version) and databases at the time of contract end.
6. Shall be responsible for the successful execution of CBT, using LAN/intranet as per the terms, specification and direction of the BLCS.

### **7.4 Following shall be made available by the Bidder**

1. Question paper for the conduct of examination.
2. Soft copy of Candidates Application Master Data base having Roll No., Centre No., Shift, Photographs, Signature and address.
3. Admit cards to the candidates.
4. Soft Copy of Centre Master having Centre No. and Centre Details.
5. Complete candidates' response during the examination, audit trail and biometric data.
6. Complete response related data of all the candidates.
7. Raw Scores.

### **7.5 Following shall be made available by BLCS**

1. Newspaper Notice

### **7.6 Project Activities**

This Scope of Work has been divided into following three broad phases:

1. **Pre- Examination Phase**
2. **Examination Phase**
3. **Post Examination Phase**

#### **7.6.1 Pre-Examination Phase**

1. The Bidder should design the application for candidates to register themselves for the Computer Based Examination and to make online payment of exam fees.
2. The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
3. The Bidder is expected to draw the examination plan and design the examination processes as follows:
  - (a) **Complete Security management processes**
    - (i) Physical Security
    - (ii) Information Security
    - (iii) Server Security
    - (iv) Network Security
  - (b) **Candidate handling process**
    - (i) Mapping of candidates details with Exam Centers
    - (ii) Validation and verification of identity
    - (iii) Attendance and biometric (photograph and thumb impression) handling
    - (iv) Machine/seat allocation and handling of security parameters
    - (v) Bulk/individualized SMS
    - (vi) Bulk/individualized emails
    - (vii) Customer care number for responding to queries
4. The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/emergency

- procedures.
5. The Bidder shall provide specifications for Hardware and Software required at all stages of the examination.
    - (a) Application management and generation of Admit cards
    - (b) Exam Centers
    - (c) Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
  6. The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the financial bid.
  7. The Bidder shall provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256 bit AES encryption along with proper training for the usage of the software.
  8. The Bidder shall securely transmit, download, install and implement Question Papers from Customer location to the examination centers.
  9. The Bidder shall identify required Exam Centers in the major cities in Bihar ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 110 systems available per shift.
  10. The Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
  11. The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for uninterrupted power.
  12. The Bidder shall carry periodic audit at Exam Centers for
    - (a) Condition of UPS and Generator.
    - (b) The Bidder shall ensure Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Keyboards etc.
    - (c) Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
    - (d) Working condition of UPS and Generator.
  13. The bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
  14. For female candidates women searchers, separate enclosure for search etc. are to be provided by the bidder.
  15. The Bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
  16. The Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 9 a.m. to 6 p.m. on normal working days basis.
  17. The Bidder shall host and manage the examination process through intranet based solution at Exam Centers.
  18. The Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Bidder at the examination center after verification of the documents.
  19. The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card.
  20. The Bidder shall ensure complete registration process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine.
  21. The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
  22. All pre-examination phase processes shall be carried out by the bidder in consultation with BLCS.

### **7.6.2 Examination Phase**

1. The Bidder shall provide adequately trained manpower as per the ratio mentioned below: Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Bidder;
  - i. Exam Centre Administrator - 1

- ii. IT Manager - 01 per 250 nodes (minimum 01 per center)
  - iii. Invigilators - 01 per 25 nodes with a minimum of 02 in a room
  - iv. Support Staff - Minimum 01 per 100 students (Suitability need to be justified with centers and locations)
  - v. Security Guards - Minimum 01 per 100 students (Suitability need to be justified with centers)
  - vi. Peons - Minimum 02 per 100 students
  - vii. The above staff should be increased proportionally on the basis of size of the center in terms of nodes for exam.
2. The Examination shall be computer based with the questions being provided on screen on a random basis with multiple choice answers, without any manual intervention.
  3. The software should have facility to randomly shuffle the Questions for each candidate including sequence of answers, before downloading on each of the machines where candidates are attempting the question papers, such that two candidates seated together do not have the same sequence of questions or answers.
  4. Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
  5. Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.
  6. **Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Bidder.**
  7. Must support at least 100 terminals without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each terminal with time stamp for audit purposes.
  8. The Bidder shall complete registration process of the candidates after they report at the exam center.
  9. Biometric fingerprint of candidates will be captured after they have taken their allotted seat in the exam centre.
  10. The Bidder shall arrange/provide adequate displays and required instructions/information to the candidates appearing for test at Examination Centers.
  11. The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
  12. The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
  13. The Bidder shall provide blank paper sheet/s to the candidates as per requirement.
  14. The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
  15. The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in BLCS at Patna. The data should be real time data generated from each Exam Centre during the examination.
  16. Each of the examination halls should be equipped with CCTV with provision for constant recording during the conduct of exam. CCTV footage of each exam centre will have to be submitted to BLCS after conduct of exam.
  17. At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hours from each exam center. Other data such as attendance sheet, fingerprint, seating plan etc. (if any) should be sent to BLCS within 7 days of conclusion of each exam shift.

### **7.6.3 Post Examination Phase**

1. The Bidder shall calculate marks obtained by each candidate as per requirement of BLCS.
2. The candidate's responses, biometric, audit trails should be uploaded automatically from the local

server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.

3. The Bidder should be able to hand over the raw responses/data to BLCS immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
4. The Bidder shall provide documented inputs and support for handling
  - a. Candidates queries
  - b. RTI queries
  - c. Court Cases

**Note:**

- (1) The Bidder will have to carry/demonstrate complete System Test Run (STR) with test data to BLCS before implementation of the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- (2) **Test Data Archiving:** The Bidder shall archive the examination data for future references after specified time, as per requirement of BLCS.
- (3) **MIS generation/customized reports:** The Bidder shall provide adequate information to the Examination section as per the requirement of BLCS.

## **8. INSTRUCTIONS TO BIDDERS**

### **8.1 Eligible Bidders**

Secretary, Bihar Legislative Council Secretariat, Patna invites bidders to submit their technical bids and financial offers for the project of "Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat" in accordance with conditions and manner prescribed in this bid document. All the pre-qualification criteria have to be met by the bidder in order to participate in Technical as well as commercial bid.

### **8.2 Compliant Proposals/Completeness of Response**

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful examination of the RFP document with full understanding of its implications.
2. Failure to comply with the requirements of the previous paragraph may render the Proposal non-compliant and the Proposal may be rejected.
3. Bidders must:
  - a) Include all documentation specified in this RFP
  - b) Follow the format of this RFP and respond to each element in the order as set out in this RFP
  - c) Comply with all requirements as set out within this RFP.

### **8.3 Consortium and JV**

**Consortium or JV of legally separate entities is not allowed.**

### **8.4 Proposal Preparation Cost**

The Bidder is responsible for all costs incurred in connection with participation in this bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by BLCS to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. BLCS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 8.5 Rights to terminate the process

- a) BLCS may terminate the RFP process at any time and without assigning any reason. The BLCS makes no commitment, expressed or implied that this process will result in a business transaction with anyone.
- b) Participation in this RFP does not confer any rights to the bidders. The bidder's participation in this process may result in BLCS selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by BLCS to execute a contract or to continue negotiations. The BLCS may terminate negotiations at any time without assigning any reason.

## 8.6 Earnest Money Deposit (EMD)

- i. All bids submitted in response to this RFP document shall be accompanied by Earnest Money Deposit (EMD) of Rs. 12, 00,000/- (Rupees Twelve Lakhs only) in the form of Demand Draft, issued by a nationalized bank/ Scheduled bank, drawn in favor of “**D.D.O., Bihar Legislative Council, Patna**”, payable at **Patna**.
- ii. **Forfeiture of Earnest Money Deposit (EMD)**

The EMD submitted along with the bid shall be forfeited under the following conditions:

1. If the bid is varied or modified in a manner not acceptable BLCS after opening of Bid during the validity period or any extension thereof.
2. If the Bidder tries to influence the evaluation process.
3. If the Bidder withdraws his Bid during evaluation.
4. If the Bidder does not accept the correction of errors in his bid.
5. If the Bidder is successful and fails to sign the Contract within the time stipulated by the BLCS.
6. If the Bidder refuses to take up the job within the time stipulated by the BLCS.
7. If the Bidder, having been notified of his selection, fails or refuses to submit the required Performance Bank Guarantee within the time stipulated by the BLCS.

### iii. **No Exemption for EMD will be entertained.**

### iv. **Refund of EMD**

The EMD will be refunded as follows:

- (a) In the case of unsuccessful bidders, the EMD will be returned to them without any interest accrued thereon at the earliest after the final bid validity period and latest on or before the 30<sup>th</sup> day after the award of the contract to the successful bidder.
- (b) In the case of selected bidder(s), the EMD shall be refunded on receipt of the Performance Bank Guarantee with no interest.

### v. **Mode of EMD submission**

1. The bidder must submit the original Demand Draft for EMD within the stipulated bid submission due date & time to the under mention:

**Secretary,  
Bihar Legislative Council,  
Patna, Bihar-800015.**

2. An envelope containing EMD is to be super scribed as “**EMD for Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat**”.

The envelope is to be submitted physically at above mentioned address.

## 8.7 Bid Queries and Pre-bid meeting

All enquiries from the bidders related to this Bid Document must be submitted to email id: [blc-bih.nic.in](mailto:blc-bih.nic.in) only in editable excel format. The queries should necessarily be submitted as per format given in ANNEXURE-I and in

editable excel.

1. BLCS will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in the Fact Sheet. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.
2. Queries submitted post the specified deadline or which do not adhere to the specified format may not be responded to. All the responses to the queries (clarifications/addendum) shall be made available on the BLCS website (<http://biharvidhanparishad.gov.in>). The last date & time of receiving pre-bid queries will be as per schedule provided in this RFP.

## **8.8 Language**

The bid and all the related correspondence and documents in relation to the Bidding Process shall be in English or Hindi language. Supporting documents and printed literature furnished by the bidder with the bid shall also be in Hindi or English. In case if any of the supporting literature /documents or their parts are not in English or Hindi then their accurate translation in Hindi or English must be attached.

## **8.9 Issue of Corrigendum**

1. BLCS will formally respond to the pre-bid queries after the pre-bid conference.
2. BLCS will endeavor to provide timely response to all queries. However, BLCS makes no representation or warranty as to the completeness or accuracy of any response; nor does BLCS undertake to answer all the queries that have been posed by the bidders.
3. At any time prior to the last date for receipt of bids, BLCS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website <http://biharvidhanparishad.gov.in>
4. Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BLCS may, at its discretion, may extend the last date for the receipt of Proposals.
5. BLCS reserves the right not to respond to any/all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

## **8.10 Confidentiality**

Information relating to the examination, clarification, evaluation and recommendation for the bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor in relation to or matters arising out of, or concerning the Bidding Process. The Secretary, BLCS will treat all the information, submitted as part of the bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Secretary, BLCS 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 is to enforce or assert any right or privilege of the statutory entity. All the material/information sent to the bidder shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The employees of the successful bidder who will be deployed on the project will have to furnish a Non-Disclosure Agreement (NDA).

## **8.11 Intellectual Property Rights**

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien. The

Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.



## 8.12 Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal.
2. Bids not confirming the eligibility criteria listed in this RFP will be summarily rejected.
3. Submission of forged documents will also result in summary rejection of the bid.
4. Bids with deviation from any of prescribed formats are liable for rejection.

## 8.13 Applicable Law

The contract shall be interpreted in accordance with the laws of the Government of Bihar. Governing Law and Choice of Forum:

1. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Patna, Bihar.
2. Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. BLCS will NOT be a party to the same.

## 9. Essential Technical Pre-requisite

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required support services sought by BLCS. The bid must be complete in all respect and shall cover the entire scope of work as stipulated in the RFP document.

### 9.1 Pre-Qualification Criteria

Sl.No.	Pre-Qualification Criteria
1.	The bidder should be registered atleast for a period of 05 years as on 31 <sup>st</sup> March 2018 under the Indian Companies Act, 1956/ 2013.
2.	The bidder should have total turnover of Rs. 100 Crores or more from IT & ITeS in the last 03 Financial Years (2015-16, 2016-17 & 2017-18).
3.	The bidder should have successfully executed Computer Based Online Examinations for Government Departments/ Government Agencies/ Exam conducting Bodies of Centre or State Govt./ PSUs and should have atleast 05 years of experience in Computer Based Online Examination.
4.	The bidder should have successfully executed Computer Based Online Exams having 25,000 candidates in single shift for Government Departments/ Government Agencies/ Exam conducting Bodies of Centre or State Govt./ PSUs in the last 03 Financial Years (2015-16, 2016-17 & 2017-18).
5.	The bidder should have cumulatively conducted Computer Based Online Exams for atleast 2,00,000 candidates for Government Departments/ Government Agencies/ Exam conducting Bodies of Centre or State Govt./ PSUs per annum in each of the last 02 Financial Years (2016-17 & 2017-18).
6.	The bidder should have developed and completely own the CERT-IN/ STQC certified software for conducting Computer Based Online Examination.
7.	The bidding agency must have ISO/IEC 27001:2013 certification and should have valid globally accepted Capability Maturity Model Integration (CMMI) Level-5 certification (for Development).
8.	The bidder should not have been blacklisted/ debarred by Centre or Any State Government or PSU as on the day of bidding. The affidavit in this respect that their firm is not blacklisted/ debarred as cited above shall be provided by the bidder along with the bid document.

**Note: Kindly submit the respective documents.**

### 9.2 Technical Proposal

#### 9.2.1 Opening of Technical Bid

1. BLCS will open the Technical Bids in the presence of Bidders' designated representatives present at the date, time and address specified in Fact Sheet of this RFP.

2. All the bids will be opened one at a time. All the submitted documents would be thoroughly checked.
3. BLCS shall prepare a record of the bid opening that will include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of EMD. The Bidders' representatives who are present shall be requested to sign the attendance sheet.
4. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.

## 9.2.2 Technical Evaluation Parameter

The Technical Bid would be evaluated on the basis of methodology as tabulated below:

Sl. No.	Technical Evaluation Parameter	Maximum Marks
<b>1.</b>	<b>Bidder's experience in Computer Based Test/ Exam as on 31<sup>st</sup> March 2018</b>	<b>10</b>
(a)	Above 10 years	10
(b)	6-10 years	5
(c)	Less than 6 years	2
<b>2.</b>	<b>Average Annual Turnover from IT &amp; ITes in the last 03 Financial Years (2015-16, 2016-17 &amp; 2017-18)</b>	<b>10</b>
(a)	Above Rs 500 Crores	10
(b)	Rs 250 Crores to Rs 500 Crores	5
(c)	Less than Rs 250 Crores	2
<b>3.</b>	<b>Average Annual Turnover from Online Examination Services during the last 03 Financial Years (2015-16, 2016-17 &amp; 2017-18)</b>	<b>10</b>
(a)	Above 50 Crores	10
(b)	25-50 Crores	5
(c)	Less than 25 Crores	3
<b>4.</b>	<b>The bidder should have experience of conducting Computer Based Online Tests/ Exams for Government Departments/ Government Agencies/ Exam Conducting Bodies of Govt./ PSUs during the last 03 Financial Years (2015-16, 2016-17 &amp; 2017-18) (Project = Work Order/ PO/ Completion Certificate/ Agreement)</b>	<b>10</b>
(a)	Above 20 projects	10
(b)	15-20 projects	5
(c)	Less than 15 projects	3
<b>5.</b>	<b>Certifications</b>	<b>10</b>
(a)	ISO 9001:2015 and ISO/SEC 20000-1:2011	10
(b)	ISO 9001:2008	5
<b>6.</b>	<b>The bidder should have cumulatively conducted Computer Based Online Exams for Government Departments/ Government Agencies/ Exam Conducting Bodies of Govt./ PSUs during the last 03 Financial Years (2015-16, 2016-17 &amp; 2017-18)</b>	<b>10</b>
(a)	Above 50,00,001 candidates	10
(b)	10,00,000 - 50,00,000 candidates	5
(c)	Less than 10,00,000 candidates	3
<b>7.</b>	<b>The bidder's experience of handling candidates in single session during the last 03 Financial Years (2015-16, 2016-17 &amp; 2017-18)</b>	<b>10</b>
(a)	1,00,001 & above candidates	10
(b)	50,001 - 1,00,000 candidates	5
(c)	25,000 - 50,000 candidates	3
<b>8.</b>	<b>PRESENTATION</b>	<b>30</b>
<b>Total Marks</b>		<b>100</b>

Note: Experience or credentials of Sister Concern/ Group/ Parent Company of bidder will not be considered. JV or Consortium of any form is not allowed.

- a. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, sub criteria, Essential Technical Pre-requisite criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP (including Essential Technical Pre-requisite criteria). Bidders shall be called for Presentation before Evaluation Committee on date 27-03-2019. The bidder would present their approach and methodology of executing the assignment. The bidder may also highlight various issues envisaged by them in carrying the assignment and their approach for handling those issues.
- b. **Technical score (Tn)** for each bidder will be arrived at after totaling each their respective score on parameters detailed in this RFP and marks allotted by the Evaluation Committee on the presentation made by the bidder.
- c. At this stage, minimum qualifying Technical score (Tn) will be 70 marks (out of 100). Financial Proposals of only such technically qualified bidders who have scored 70 or more marks on Technical criteria (as above) will be opened.

## 10. Financial Bid

### 10.1 Opening of Financial Bid

1. The Financial bids will not be opened by BLCS until the complete evaluation of the Technical Bids.
2. BLCS will open the Financial Bids of only Technically Qualified Bidders, in presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as mentioned in the Fact Sheet.
3. Financial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
4. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
5. If there is any discrepancy in the Financial bid it will be dealt as per the following:
  - (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price corrected accordingly.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
  - (c) If there is a discrepancy between words and figures, the amount in words shall prevail.
  - (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of BLCS, the bid is liable to be rejected.
  - (e) If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

### 10.2 Financial Bid Evaluation

#### 10.2.1 Financial Bid (Fb)

1. There are two types of activities involved in this recruitment process and the bidder has to submit separate quotes for each of the activity listed below.
  - (1) **Activity-I: End to End Computer Based Recruitment Test** which involves Online application processing with payment gateway support, SMS & Email support, Help Desk support (telephonic & email), Question paper setting, conduct of computer based Recruitment Test, handling candidate representations post examination, result processing and Merit list generation
  - (2) **Activity-II: Non Examination Process** which involves Online application processing, generation and issue of the call letters through online mode to all the eligible candidates for the document verification, Personal Interview (if any), conduct of typing / shorthand test (if required) to be conducted in Patna as applicable. Sending communications to the candidates through email & SMS, providing the printed copies of the documents submitted by the candidate in online mode as docket,

score compilation and generating Merit list in coordination with BLCS.

2. However, for determining the Financial bid / Final financial offer of a technically qualified bidder, the method of **aggregate of weighted average of rates quoted for the two activities will be considered**. The Activity-I and Activity-II will be assigned a ratio of 90:10 respectively. For determining final commercial offer / Financial bid (**Fb**), rates quoted by the bidder for an activity will be multiplied by the ratio.
3. For example, the rates quoted in financial bid will be determined as under:  
Rate quoted for Activity-I (In Rs.) X 0.90 + Rate quoted for Activity-II (In Rs.) X 0.10 = Aggregate of weighted average (In Rs.) will be considered as the financial bid (**Fb**) of a bidder for Evaluation process.

**Note:**The aforesaid formula will be used only for determining the financial bid for QCBS evaluation process. However, the payment will be made as per the rate quoted for such Activity as per the payment schedule to the successful bidder.

### **10.2.2 Evaluation of Financial Bids:**

BLCS shall also notify the shortlisted firms after the technical evaluation. The Financial Proposals shall be opened at 11:30 Hrs on date 29-03-2019 in the presence of the Bidders (representatives who choose to attend). The name of the Bidders and the technical and presentation scores of the bidders shall be read aloud. The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for other Financial Proposal is inversely proportional to its quoted price. The financial scores will be calculated as

$$F_n = F_{min} / F_b * 100 \quad \text{where,}$$

$F_n$  = financial score of the bidder under consideration

$F_b$  = Financial bid by the Bidder under consideration

$F_{min}$  = Lowest Bid quoted by any bidder under consideration

### **10.2.3 Final Evaluation - Evaluation of Bid:**

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined on basis of Quality and Cost Based Selection (QCBS). 80% weightage shall be provided to Technical Score ( $T_n$ ) & 20% weightage shall be provided to Financial Score ( $F_n$ ). The overall score will be calculated as follows: -

$$B_n = 0.80 * T_n + 0.20 * F_n \quad \text{Where;}$$

$B_n$  = overall score of bidder under consideration

$T_n$  = Technical score for the bidder under consideration

$F_n$  = financial score of the bidder under consideration

1. The bidder with highest score shall be awarded the work. After completion of final evaluation process if client find there are more than one bidder scoring equal points, only such bidders will go in for negotiation offer with the client and the Negotiation may be called for techno-commercial negotiations. During the negotiations a revised Financial Bid will be taken from the representative of the Bidder by way of sealed bids. This offer will replace/supersede the earlier Financial Bids.
2. The scoring system of this "Quality-Cum-Cost-Based" to be used for obtaining final scores is illustrated below. Technical proposal score & Financial proposal offer & scores shown below have been assumed for illustration purpose only.

	Technical Proposal	Financial Proposal		Combined Score		
	Technical Score (Tn)	Bid amount (in Rs.)	Financial score = (minimum amount / bid amount) *100	Technical weightage	Financial weightage	Total
	1	2	3	4 = 1*0.80	5 = 3*0.20	6 = 5 + 4
<b>Bidder 1</b>	<b>60</b>	<b>5</b>	<b>100</b>	<b>48</b>	<b>20</b>	<b>68</b>
<b>Bidder 2</b>	<b>65</b>	<b>5.5</b>	<b>90.9</b>	<b>52</b>	<b>18.18</b>	<b>70.18</b>
<b>Bidder 3</b>	<b>70</b>	<b>6</b>	<b>83.33</b>	<b>56</b>	<b>16.67</b>	<b>72.67</b>
<b>Bidder 4</b>	<b>75</b>	<b>6.5</b>	<b>76.92</b>	<b>60</b>	<b>15.38</b>	<b>75.38</b>

**Bidder-4 having emerged with the highest total score will be awarded the work**

## **11. INSTRUCTIONS**

### **11.1. Important Instructions**

1. The Bidder should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labeling, Testing, OA Certification and Deployment into production.
2. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
3. The Bidder should have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
4. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
5. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.
6. The Bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
7. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations, students' data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours.
9. At any time before the submission of bids, BLCS may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
10. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by BLCS.

## 11.2. General Information

- (1) The RFP is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- (2) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "**Not Applicable**". However, the bidders are cautioned that not giving complete information called for in the RFP forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. RFPs made by fax and those received late will not be entertained.
- (3) The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the RFP document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.
- (4) Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. BLCS may also independently seek information regarding the performance from the clients.
- (5) The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after RFP document is submitted, unless BLCS calls it for.
- (6) Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
- (7) Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
- (8) The RFP document has to be downloaded from BLCS web site ([www.biharvidhanparishad.gov.in](http://www.biharvidhanparishad.gov.in)). The technical and financial documents should be kept separately in sealed envelopes and both these envelopes should be kept in one envelope super scribing "**RFP for selection of Service provider for Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna**" so as to reach BLCS by **01:00 PM. on date 25.03.2019**. Late RFPs shall not be accepted. The technical bid shall be opened on the same day at 04:00 PM in the presence of bidders who may like to be present.
- (9) All disputes arising shall be subject to the jurisdiction of appropriate court of State of Bihar alone and shall be governed by the law of India. BLCS reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of BLCS shall be final. Initially the contract will be for 02 (two) years and may be extended for 01 (one) more year depending upon successful completion of the job and performance review.
- (10) The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.
- (11) Bidders are neither allowed to join hands to participate in the RFP nor allowed to submit multiple bids.

Any such act will make the bid liable for rejection.

- (12) Any dispute arising out of this RFP will be subject to the courts in Bihar state only;
- a) Even though bidders may satisfy the above requirements, they may be disqualified if misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
  - b) If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - c) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - d) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

**In such cases, BLCS has the right to cancel or modify the RFP.**

- (13) The technical bid shall consist of –
- a) Technical information as desired in prescribed format.
  - b) Organizational Structure and information as per Annexure -III
  - c) The financial information as per Annexure –IV
  - d) The details of experience of similar works as per Annexure – V
  - e) Technical and Administrative manpower available for this work as per Annexure - VIII
  - f) Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and required under Scope of Work.
  - g) EMD.

## **12. Appointment of Successful Bidder**

### **12.1 Award Criteria**

BLCS will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

### **12.2 Right to Accept Any Proposal and to Reject Any or All Proposal(s)**

BLCS reserves the right to accept or reject any proposal, and to annul the RFP process/ Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for BLCS action.

### **12.3 Notification of Award**

- (a) Prior to the expiration of the validity period, BLCS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the RFP process/ public procurement process has not been completed within the stipulated period, BLCS may request the bidders to extend the validity period of the bid.
- (b) The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, BLCS will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

### **12.4 Performance Guarantee**

BLCS will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 10% of the total cost. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the

validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, BLCS at its discretion may cancel the order placed on the selected bidder without giving any notice. BLCS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or BLCS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

## **12.5 Signing of Contract**

After BLCS notifies the successful bidder that its proposal has been accepted, BLCS shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between BLCS and the successful bidder with mutually agreed terms and conditions.

## **12.6 Penalty**

The bidder shall re-conduct assessment at no additional cost to BLCS if deficiency in services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, power issues) are for reasons solely and entirely attributable to the bidder that has been proved.

## **12.7 Time Frame**

The successful bidder would be required to make the system up and operational within a period of 30 Days from the date of signing of Contract.

## **12.8 Information security and data privacy**

(a) The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

(b) The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti- malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

## **12.9 Processing Norms**

BLCS and the Vendor acknowledge and agree that the provision of services under this RFP may require the vendor to interact with BLCS and suppliers of BLCS relating to the services as special agent for and on behalf of BLCS and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by BLCS and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor’s compliance with the Processing Norms. BLCS agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney’s fees and expenses, arising out of or resulting from the selected bidder’ compliance with Processing Norms. Further, BLCS shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the service, including those related to data privacy, international communications and the transmission of technical or personal data.

## **12.10 Payment Schedules**

The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work without any errors as per the schedule. No advance payment shall be made.



## 12.11 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BLCS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, BLCS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- (1) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BLCS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BLCS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BLCS in relation to any matter concerning the Project;
- (2) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (3) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person(s) or property to influence any person(s) participation or action in the Selection Process;
- (4) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by BLCS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (5) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 12.12 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BLCS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or BLCS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, BLCS shall make payment for all the services rendered by the bidder till such date of termination of contract.

### **12.13 Proprietary Rights**

All rights, title and interests in and to the services environment and any other material used by the bidder in the provision of the services shall exclusively belong to the bidder or its licensors (“Bidder Proprietary Material”). Any and all Intellectual Property Rights with respect to the services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and BLCS shall not be entitled to claim any rights therein. All rights, title and interests in BLCS Data shall always remain with BLCS. BLCS agrees that the bidder shall have the right to list BLCS in its marketing material and use BLCS logo with respect to such listing and for reference purposes. BLCS acknowledges that the provision of the services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

### **12.14 Limitation of Liability**

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by BLCS for the service that gives rise to such liability. The limitation on any Party’s liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder’s application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of BLCS to perform any of BLCS’s obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge BLCS for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

## ANNEXURE I: Format of sending Pre-Bid queries

Name of the bidder: .....

Queries:

Sl. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required

Name of Authorized Personnel

Date of submission:

Note: Please send pre-bid queries in format as specified above in editable excel through email.

## ANNEXURE II: Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date:

To,  
The Secretary  
Bihar Legislative Council  
Patna, Bihar-800015

**Subject:** Submission of proposal in response to the RFP for Selection of Service Provider for “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”

**Ref: RFP No. :**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Service Provider for the Project “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”.

We attach hereto our responses to pre-qualification requirements and technical & financial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to Bihar Legislative Council Secretariat, Patna is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Bihar Legislative Council Secretariat in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 180 days from the date of submission of bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

---

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

### ANNEXURE III: Format to share Bidder's Particulars

Sl. No.	Information	Details
1	Name of Bidding firm:	
2	Address and contact details of Bidding firm:	
3	Firm Registration Number and Year of Registration	
4	Web Site Address	
5	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
	Company's Service Tax Registration No. (GST)	
6	Company's Permanent Account Number (PAN)	
7	Company's Revenue for last 03 years (Year wise)	
8	Company's Profitability for the last 03 years (Year wise)	
9	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
10	Telephone number of contact person:	
11	Mobile number of contact person:	
12	Fax number of contact person:	
13	E-mail address of contact person:	

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name

Seal

## ANNEXURE IV: FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 03 (three) Financial Years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Sl.No.	Details	(1) 2017-18	(2) 2016-17	(3) 2015-16
i)	Annual Turnover from examination and recruitment related works			
ii)	Company's overall Annual Turnover			
iii)	Revenue from examination and recruitment related works as %age of Company's total Revenue i.e. (i) / (ii)			

**Note: Up to date Income Tax Clearance Certificate. Attach additional sheets, if necessary.**

(Signature of Bidder)

## ANNEXURE V: Details of similar works executed (Conduct of CBT)

Sl. No	Information Sought	Details
<b>Customer Information</b>		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contract coordinates	
	Name	
	Designation	
	Address	
	Mobile /Phone Number	
	Email ID	
<b>Project Details</b>		
3	Project Title	
4	Start Date/ End Date	
5	Current Status (In Progress/ Completed)	
6	Number of responding firm's staff deployed on this project (peak time )	
<b>Value of the Project</b>		
7	Order value of the project (in Rupees lakhs)	
	Total No. of candidates appeared in CBT	
	No. of Candidates in single shift	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this RFP is floated)	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated	
10	Description of the key areas where significant contributions are made for the success of the project	
11	Order Copies and Performance Certificate received from Client is attached with this statement	

**Note: The bidder is required to use above formats for all the projects referenced by the bidder for the pre-qualification criteria and Technical bid evaluation.**

(Signature of Bidder)

## **ANNEXURE VI: Declaration by the bidder for not being Blacklisted / Debarred**

(To be submitted on the Letterhead of the responding firm)

Date:

To

The Secretary  
Bihar Legislative Council  
Patna, Bihar-800015

**Subject:** Submission of proposal in response to the RFP for Selection of Service Provider for “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”

**Ref: RFP No. :**

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company \_\_\_\_\_ is not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Centre/State Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Centre/State Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Centre/State Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, Bihar Legislative Council Secretariat reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



## ANNEXURE VII: Technical Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

Date:

Place:

To,  
The Secretary  
Bihar Legislative Council  
Patna, Bihar - 800015

Subject: Submission of proposal in response to the RFP for Selection of Service Provider for “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”

**Ref: RFP No. :**

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Selection of Service Provider for Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.**”

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in “**Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna**” put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and Bihar Legislative Council Secretariat (BLCS), Patna or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, as prescribed in this RFP.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this RFP response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this RFP response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BLCS.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to BLCS is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead BLCS as to any material fact.

We agree that you are not bound to accept any RFP response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:

-----  
**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I \_\_\_\_\_, the Company Secretary of \_\_\_\_\_, certify that \_\_\_\_\_  
who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date: Signature:

(Company Seal) (Name)

**ANNEXURE VIII: Details of Technical and Administrative Personnel to be employed  
for the project work**

Sl. No.	Designation	Total number of employees in that category	Number available for this work	Name	Qualification	Professional Experience And details of work carried out	In what capacity these would be involved in this work	Remarks
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								

**(Signature of Bidder)**

## ANNEXURE IX: Financial Bid Cover Letter

(To be submitted on the Letterhead of the responding firm)

To  
The Secretary  
Bihar Legislative Council  
Patna, Bihar - 800015

Subject: Submission of proposal in response to the RFP for Selection of Service Provider for “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna.”

**Ref: RFP No. :**

Dear Sir,

We, the undersigned Bidders, have read and examined in detail all the bidding documents in respect of "**Selection of Service Provider for “Design, Development, Customization, Implementation and Conduct of Computer Based Examination and related activities for Direct Recruitment on various posts in Bihar Legislative Council Secretariat, Patna”**" do hereby propose to provide services as specified in the bid referred above.

### 1. PRICE AND VALIDITY

- All the prices mentioned in our bid are in accordance with the terms as specified in the bid documents. All the prices and other terms and conditions of this bid are valid for a period of 180 calendar days from the date of opening of the Bids.
- We hereby confirm that our bid prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the bid formats.
- We hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### 2. UNIT RATES

We have indicated in the relevant schedules enclosed, the unit rates for the purpose of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

### 3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations.

### 4. QUALIFYING DATA

We confirm having submitted the information as required by you in your instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

### 5. BID PRICE

We declare that our bid Price is for the entire scope of the work as specified in the bid document. These prices are indicated in the subsequent sub-sections of this Section.

### 6. CONTRACT PERFORMANCE GUARANTEE BOND

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Bank Guarantee in the form prescribed in the bid.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a bid you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Your's faithfully,

Date:

(Signature of the Authorized Signatory)

Place:

Name

Office Address:

Designation Seal

## ANNEXURE X: FINANCIAL BID

(In Indian Rupees)

Sl. No.	Particulars	Price per candidate scheduled (in figure)	Price per candidate scheduled (in words)
1.	Activity-I: Conduct of end to end computer based examination (as explained in RFP)		
2.	Activity -II:Non Examination Process (as explained in RFP)		

Date:

Place:

Office Address:

(Signature of the Authorized Signatory)

Name

Designation Seal