

REQUEST FOR PROPOSAL

For

Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board (BCECE Board)

**BCECE Board
IAS Association Building,
Near Patna Airport,
Patna - 800014**

Tender No. BCECEB(TEN)-2018/25 Date: 09.07.2018

Table of Contents

DISCLAIMER	1
Abbreviations	2
Definitions	3
SECTION 1: BID SCHEDULE	4
1.1 Bid Details	4
1.2 Important Dates	5
1.3 E-tendering process related instruction	5
SECTION 2: INTRODUCTION & PROJECT BACKGROUND	7
About BCECE BOARD	7
SECTION 3: INSTRUCTIONS TO BIDDERS	8
3.1 General	8
3.2 Compliant Proposals / Completeness of Response	8
3.3 Pre-bid Conference	8
3.4 Response to Pre-bid Queries and Issue of Corrigendum	9
3.5 Amendment of Bid Documents.....	9
3.6 Right to Terminate the RFP Process	9
3.7 RFP Document Fees	10
3.8 Earnest Money Deposit (EMD)	10
3.9 Authentication of Bids	10
3.10 Proposal Preparation Costs	10
3.11 Language	11
3.12 Bid Validity	11
3.13 Performance Bank Guarantee (PBG)	11
3.14 Consortium & Sub-Contracting Conditions	12
3.15 Issue of Corrigendum	12
3.16 Rights to Terminate the Process	12
Section 4: SELECTION OF BIDDER AND EVALUATION OF BID	14
a. Bid Evaluation Phases	14
4.a.1 Pre-Qualification & Technical Evaluation	14
4.a.2 Financial evaluation	14
4.2. Evaluation Criteria	15
4.2.1. Pre-Qualification Criteria	15

4.2.2.	Technical Proposal	16
4.2.3.	Opening of Technical Bid	16
4.2.4.	Evaluation of Technical Bid	17
3.1.1.	Clarifications	17
3.1.2.	Technical Evaluation Parameter	17
3.2.	Financial Bids Opening	18
3.3.	Clarifications of Bids	19
3.4.	Selection Procedure	19
3.5.	Award of Contract	19
3.6.	Right to Accept or Reject and or All Bids	20
3.7.	Signing of Agreement	20
3.8.	Taxes and Bid Prices	20
3.9.	Delays / Deficiencies in the Bidders Performance	20
3.10.	Confidentiality	21
3.11.	Performance Bank Guarantee (PBG)	21
SECTION 5: SCOPE OF WORK		23
a)	Detailed Scope of Work	23
A. Pre-examination phase		24
a.	Admit Card Generation	25
b.	Centralized Help Desk support services:	25
c.	Identification and Preparation of examination centers across Bihar state:	25
d.	Capturing biometric and photograph of candidates during registration at examination center	27
B. Examination phase		27
a.	Infrastructure & facilities at examination centers:	27
b.	Examination Centre Administration to Conduct Examination	29
c.	Security Management Process:	29
d.	Designing & Development of Question paper:	30
e.	Conduct of the computer based exam:	31
f.	Recording of each exam room	32
C. Post Exam Services		32
a)	Preparing post exam data and Merit List:	32
b)	Information security and data privacy	33
c)	Scheme of Examination	34

d)	Time Schedule for each examination/recruitment process	34
e)	Role of the BCECE BOARD:	34
f)	Functional Requirement Specification for Examination software	34
SECTION 6: SERVICE LEVEL AGREEMENT		37
a)	Liquidated Damages	37
b)	Payment Terms	38
SECTION 7: GENERAL TERMS AND CONDITIONS		40
7.1	Force Majeure	40
7.2	Resolution of disputes	41
7.3	Limitation of Liability towards BCECE BOARD	41
7.4	Conflict of Interest	41
SECTION 8: ANNEXURES		43
Annexure –I: Format for Sending Pre-Bid Queries		43
Annexure –II: Instructions for Pre-Qualification Bid		44
8.1	Check-list for the documents to be uploaded for Pre-Qualification	44
8.2	Pre-Qualification Cover Letter	45
8.3	Format to share Bidder’s Particulars	47
8.4	Format for Declaration by the Bidder for not being Blacklisted / Debarred	48
Annexure –III: Guidelines for Technical Proposal		49
8.5	Checklist for Technical Bid	49
8.6	Technical Bid Cover Letter	50
8.7	Format to Share Project Details	52
Annexure –IV: Financial Bid Formats		53
8.8	Financial Bid Cover Letter	53
8.9	Financial Bid Format	55
Annexure –V: EMD Bank Guarantee		56
Annexure –VI: Performance Bank Guarantee		58
Annexure –VII: Power of Attorney		61

DISCLAIMER

All information contained in this Request for Proposal (RFP) is provided/clarified in good interest and faith. This is not an agreement and this is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

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

BCECE Board, Patna reserves the right to reject any or all of the tenders submitted in response to this RFP document at any stage without assigning any reasons whatsoever. BCECE Board also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. BCECE Board 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 email or on Department website - <http://bceceboard.bihar.gov.in/> and www.eproc.bihar.gov.in Neither BCECE Board nor their employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of BCECE Board or their employees and Prime Bidder/Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process belongs to BCECE Board shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

The RFP document is intended solely for the information of the party to whom it is issued (“the Recipient” or “the Respondent”) i.e. Government Organization/PSU/ limited Company, partnership firm or/and an Autonomous Institution.

Abbreviations

RFP	Request for Proposal
CBT	Computer Based Test
BG	Bank Guarantee
EMD	Earnest Money Deposit
SP	Service Provider
SLA	Service Level Agreement
MoU	Memorandum of Understanding
BEC	Bid Evaluation Committee
LAN	Local Area Network
SDC	State Data Centre
SWAN	State Wide Area Network
FRS	Functional Requirement Specification
DC	Data Center
DR	Disaster Recovery
UI	User Interface
DB	Database
ICT	Information Communication Technology
SMS	Short Messaging Service
RTI	Right To Information
UPS	Uninterruptable Power Supply
QAT	Question Authoring Tool
MCQ	Multiple Choice Question
PKI	Public Key Infrastructure
GUI	Graphic User Interface
UAT	User Acceptance Test
STQC	Standardization Testing and Quality Certification
CERT-In	Computer Emergency Response Team, India
TPAA	Third Party Audit Agency
PQ	Pre-Qualification
PAN	Permanent Account Number
TQ	Technical Qualification
BCECE BOARD	Bihar Combined Entrance Competitive Examination Board
QCBS	Quality and Cost Based Selection

Definitions

Sl. No.	Term	Definition
1	Agreement/ Contract	The Agreement entered between the BCECE Board and the Agency including all attachments, schedules, annexure thereto and all documents incorporated by reference therein and all amendments, corrigendum /corrigenda, changes thereto
2	Bidder	The use of the term “Bidder” in the Tender means the Single Agency offering the proposal.
3	Bid/proposal	Offer by the Bidder to fulfil the requirement of the Client under the RFP/Contract for an agreed price. It shall be a comprehensive technical and Financial response to the Tender
4	Confidential Information	All information (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, , products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each stakeholder and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);
5	Performance Security	Unconditional guarantee provided by the Bidder from a Nationalized Bank in favor of the BCECE Board
6	SLA	The level of service and other performance criteria which will apply to the Services delivered by the Bidder; Performance and Maintenance SLA executed as part of this Master Service Agreement
7	SP /Agency	The bidder who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as System Integrator(SI)/Implementation Agency
8	RFP/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the BCECE Board intends to procure and implement
09	Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, etc.), inter alia payment and/or process related etc., source code and all its modifications;

SECTION 1: BID SCHEDULE

1.1 Bid Details

Sr. No.	Particulars	Details
1	Bid Reference No.	BCECEB(TEN)-2018/25 Date: 09.07.2018
2	Tender Processing fee	Rs 1180/- (non-refundable) inclusive of GST 18%, through e-payment mode i.e. NEFT/RTGS/Credit Card/ Debit Card on https://www.eproc.bihar.gov.in
3	Cost of Bid document	Rs. 15,000/- (Fifteen Thousand only) payable through Bank DD in favour of "Controller of Examination, BCECE Board, Patna", payable at Patna.
4	Earnest Money Deposit (EMD)	Rs. 2, 00,000/- (Two Lakh rupees only)
5	EMD Validity Period	Bank Guarantee, 180 days from the date of Bid Submission
6	EMD submission	In form of Bank DD in favour of "Controller of Examination, BCECE Board, Patna", payable at Patna. Or in form of Bank Guarantee before/on bid submission date and time.
7	Bid Validity Period	180 days from the date of opening of bid
8	Value of Performance Bank Guarantee (PBG)	Demand Draft or Bank Guarantee of 10% of Bid Value to be submitted by successful bidder before signing the Agreement.
9	All requisite PBG/EMD payable at Patna in favour of	Controller of Examination
10	Performance Guarantee validity period	6 Months beyond the contract period
11	Method of selection	<p>Quality (70%) cum Cost (30%) Based Selection QCBS - 70:30</p> <p>The technical quality of the proposal will be given weight of 70. The price bids of only those consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 30%. For working out the combined score, the BCECE Board will use the following formula:</p> <p>Total points = T (w) x T (s) + F (w) x F(s), where</p> <p>$F(s) = \{(LEC / EC)*100\}$</p> <p>T (w) stands for weight of the technical score.</p> <p>T (s) stands for technical score</p> <p>F (w) stands for weight of the financial proposal</p>

		<p>EC stands for Evaluated Cost of the financial proposal</p> <p>LEC stands for Lowest Evaluated Cost of the financial proposal.</p> <p>F(s) stands for Financial score of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>
12	Source for downloading RFP, Corrigendum, addendums etc.	<p>RFP can be downloaded from</p> <p>https://www.eproc.bihar.gov.in &</p> <p>http://bceceboard.bihar.gov.in/</p>

1.2 Important Dates

Sr. No.	Particulars	Date and Time
1	RFP Publishing Date	11.07.2018
2	Bid Submission Start Date & Time	11.07.2018
3	Last Date for submission of written Queries for clarifications	23.07.2018 Upto 5.00 P.M.
4	Date, Time and venue of Pre-Bid Meeting	25.07.2018 at 12.30 P.M. Venue: BCECE Board, IAS Association Building, Near Patna Airport, Patna - 800014
5	Bid Submission End Date & Time	06.08.2018 Upto 12.00 Noon
6	Date of Technical Presentation	06.08.2018 at 3.00 P.M.
7	Submission of one set of Tender Document in sealed condition, Payment of Tender Document Cost & Earnest Money Deposit (EMD) in original at BCECE Board Office	07.08.2018 Upto 12.30 P.M.
8	Tender Opening Date & Time (PQ & TQ)	07.08.2018 at 4.00 P.M.
9	Date & Time of Opening of Financial Bids	Will be intimated later to the shortlisted Bidders
10	Contact Person Name	Shri Anil Kumar Sinha
11	Contact Telephone/Mobile No.	9835023697
12	E-Mail ID	www.bceceboardbihar@gmail.com
13	Tender Inviting Authority	Controller of Examination

1.3 E-tendering process related instruction

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at www.eproc.bihar.gov.in by the procedure given below:

1. The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
2. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
3. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The

bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.

4. All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
5. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of BOQ/ Form Fee to be paid through Bank DD in favour of “**Controller of Examination, BCECE Board, Patna**”, payable at Patna.
7. EMD should be paid through Bank DD in favour of “**Controller of Examination, BCECE Board, Patna**”, payable at Patna.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/RFP. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

SECTION 2: INTRODUCTION & PROJECT BACKGROUND

About BCECE BOARD

Bihar Combined Entrance Competitive Examination Board (BCECE Board) is constituted under Bihar Combined Entrance Competitive Examination Act, 1995 . It conducts competitive examinations every year for admissions in various professional courses of Medical, Engineering and Agricultural streams in the Institutions of the state of Bihar.

SECTION 3: INSTRUCTIONS TO BIDDERS

3.1 General

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BCECE Board on the basis of this RFP.

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BCECE Board. Any notification of preferred bidder status by the BCECE Board shall not give rise to any enforceable rights by the Bidder. BCECE Board may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BCECE Board.

This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

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 study and examination of the RFP document with full understanding of its implications.

Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. 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

3.3 Pre-bid Conference

BCECE Board shall hold a pre-bid meeting with the prospective bidders as per the date provided in the Schedule of Bid process above.

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach as per

Schedule of Bid process sheet to email id: bceceboardbihar@gmail.com as per the date and time mentioned in the Schedule of Bid process.

The queries should necessarily be submitted in the editable excel following format:

S. No.	RFP Document Reference(s) Section	Page No.	Content of RFP requiring Clarification(s)	Points of clarification
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BCECE Board shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications after the indicated date and time may not be entertained by the BCECE Board.

3.4 Response to Pre-bid Queries and Issue of Corrigendum

- 1) The Nodal Officer notified by the BCECE Board will endeavor to provide timely response to all queries. However, BCECE Board makes no representation or warranty as to the completeness or accuracy of any response; neither response nor does BCECE Board undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all.
- 2) At any time prior to the last date for receipt of bids, BCECE Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- 3) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the www.BCECE Boardboard.bihar.gov.in or www.eproc.bihar.gov.in.
- 4) Any such corrigendum shall be deemed to be incorporated into this RFP
- 5) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BCECE Board may, at its discretion, extend the last date for the receipt of Proposals.

3.5 Amendment of Bid Documents

- At any time, prior to the date of submission of Bids, BCECE Board may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- The amendments shall be notified on BCECE Board website and these amendments will be binding. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by BCECE Board will be applicable to all bidders in case of any discrepancies.
- In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, BCECE Board may, at its discretion, extend the deadline for the submission of bids suitably.

3.6 Right to Terminate the RFP Process

1. BCECE Board may terminate the RFP process at any time and without assigning any reason. BCECE Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This RFP does not constitute an offer by BCECE Board. The bidder's participation in this process may result BCECE Board selecting the bidder to engage towards execution of the contract.

3.7 RFP Document Fees

- 1 RFP document can be purchased at the address & dates provided in the Section: 1 of Rs. 15,000/- through Bank DD in favour of “**Controller of Examination, BCECE Board, Patna**”, payable at **Patna..**
- 2 The bidder may also download the RFP documents from the website www.BCECEBoardboard.bihar.gov.in or www.eproc.bihar.gov.in.

3.8 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rs 2, 00,000/- (INR Two Lakh Only), payable through Bank DD in favour of “**Controller of Examination, BCECE Board, Patna**”, payable at **Patna**. Or in the form of Bank Guarantee.
2. EMD of all unsuccessful bidders would be refunded by BCECE Board within 45 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure V.
3. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
4. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form
 - b) If the bidder makes any modifications in the terms and conditions of the tender before Acceptance of the tender
 - c) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

3.9 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

3.10 Proposal Preparation Costs

1. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by BCECE Board to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
2. BCECE Board will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.11 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

3.12 Bid Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender

3.13 Performance Bank Guarantee (PBG)

- The Bid Security deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by BCECE Board till the completion of contract period.
- The bidder shall permit BCECE Board (at the time of making any payment to the bidder for work done under the contract) to deduct an amount (to the tune of 10% of running bills/final bills) in addition to the amount already deposited as security deposit to convert into bid security.
- If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for BCECE Board to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- For every re-examination to be conducted at any centre/venue due to any reason attributable to the bidder, an amount upto total admissible in respect of that center/venue will be deducted from the payments due to the Service Provider. The Cost of re-examination at each centre will be borne by the Service Provider.
- The performance security bond will be discharged by BCECE Board after completion of bidder's obligations under the contract, provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document or shall be extended suitably in event of extension of period of contract or till all obligations under the contract has been satisfied.
- No interest will be paid to the successful bidder on the security deposit.
- Within 14 days of issue of the letter of intent, the bidder shall give his acceptance along with performance security (if BG is submitted for EMD).
- Failure of the successful bidder to comply with the requirement submission of performance security within specified timelines, shall constitute sufficient ground for the annulment of the award and

forfeiture of the bid security, in which event, BCECE Board may make the award to any other bidder at its discretion or call for new bids.

3.14 Consortium & Sub-Contracting Conditions

- Consortium & Sub-Contracting is not allowed in this bid.

3.15 Issue of Corrigendum

- BCECE Board will formally respond to the pre-bid queries after the pre-bid meeting.
- BCECE Board will endeavor to provide timely response to all queries. However, BCECE Board makes no representation or warranty as to the completeness or accuracy of any response; nor does BCECE Board undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, BCECE Board 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 www.bceceboard.bihar.gov.in & <https://www.eproc.bihar.gov.in>
- 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, BCECE Board may, at its discretion, may extend the last date for the receipt of Proposals.
- BCECE Board 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.

3.16 Rights to Terminate the Process

1. BCECE Board may terminate the bid process at any time and without assigning any reason. BCECE Board makes no commitments, express or implied, that this process will result in a business transaction with anyone.
2. This bid do not constitute an offer by BCECE Board. The Bidder's participation in this process may result in BCECE Board selecting the Bidder to engage in further discussions and negotiations towards the execution of contract. The commencement of such negotiations do not, however, signify a commitment by BCECE Board to execute a contract or to continue negotiations. BCECE Board may terminate negotiations at any time without assigning any reason.

Section 4: SELECTION OF BIDDER AND EVALUATION OF BID

- The BCECE Board shall open the bids in the presence of bidders or his authorized representatives who choose to attend. The bidder's representative who are present, shall sign an attendance register. A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.
- Bid Evaluation Committee (BEC) to be constituted by BCECE Board.
- Bid Evaluation Committee (BEC) shall evaluate the bids.
- BCECE Board reserves the rights to postpone or cancel a scheduled Bid opening.
- Please note that the Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process
- The successful bidder will be selected on the basis of QCBS (Quality and Cost Based Selection)

Bid evaluation has been divided into following stages.

1. Pre-Qualification
2. Technical evaluation
3. Financial evaluation
4. QCBS

a. Bid Evaluation Phases

4.a.1 Pre-Qualification & Technical Evaluation

- The Bid Evaluation Committee shall review the Pre-Qualification and Technical Proposal of the Bidders to determine whether the proposals are substantially responsive.
- Bids that are not substantially responsive shall be disqualified and the Bid Evaluation Committee reserve the rights to seek clarification if required.
- The Bid Evaluation Committee will assign a Technical score to the Bidders based on the Technical evaluation criteria detailed in the RFP.
- The Bidders with a technical score above the threshold as specified in this RFP will technically qualify for the financial evaluation stage.

4.a.2 Financial evaluation

- The Financial Proposals of the technically qualified bidders will then be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements.
- If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
- Format for Financial bid is provided in ANNEXURE IV, 8.9

4.2. Evaluation Criteria

1. The overall objective of this evaluation process is to select the capable and qualified firm for the subject Project of BCECE Board, Govt. of Bihar.
2. First the Technical Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Financial Proposal of Bidders who do not meet the Technical criteria will not be considered.
3. The technical score of all the bidders will be calculated as per the criteria mentioned in the RFP. All the bidders who will achieve minimum 70 or more marks in the technical evaluation will be eligible for the next stage, i.e. Financial Bid opening.
4. Proposals of Companies will be evaluated as per Technical Evaluation Criteria. Bidders should clearly indicate, giving explicit supporting documentary evidence, with respect to the below, in absence of which their proposals will be rejected summarily at the qualification stage itself.
5. Bidders will be asked to give presentation of the envisaged solution, approach & methodology.

4.2.1. Pre-Qualification Criteria

Sr. No.	Pre-Qualification Criteria	Supporting Document to be submitted
1	The bidder should be a company registered under Indian Companies Act, 1956 / 2013	Certificate of Incorporation/ Registration Certificate
2	The bidder should have average annual turnover of Rs. 50 Crores or more in last 3 financial years (14-15, 15-16 & 16-17).	Copy of Audited Balance Sheet & Profit & Loss A/c of last 3 financial years (14-15, 15-16 & 16-17)
3	The bidder should have successfully executed 3 Projects (minimum 50,000 candidates in each project) conducting Computer Based Exams in academic entrance or recruitment domain for Government Agencies/ Departments/Exam Conducting Bodies in last 3 FY in India	Work Order and Completion Certificate
4	The bidder should have successfully conducted at least Three (3) Computer Based Exam having minimum 2,000 candidates appeared in single shift in Bihar, in academic entrance or recruitment domain for Government Agencies/ Departments/Exam Conducting Bodies in last 3 FY in.	Work Order and Completion Certificate from client / Self-Certificate issued by authorized signatory clearly stating the successful completion of the exam having more than 2000 candidates in single shift in Bihar.
5	The bidder should have successfully conducted Computer Based Exams for more than total 5 lakh candidates (minimum 1lakh candidate each year) in last 3 FY in India.	Work Order(s)/Completion Certificate showing successful execution of Exams for a total of more than 5 lakh candidates in India.
6	The Bidder should have a valid CMMi Level 3 or above certificate	Copy of CMMi Level 3 or above Certificate
7	The Bidder should have a valid ISO 27001 certificate	Copy of ISO 27001 certificate

7	The bidder/OEM shall not have been blacklisted / banned / declared ineligible / declared having dissatisfactory performance by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies or quasi-government for breach of ethical conduct or fraudulent practices as on date of submission of the proposal.	Self-Declaration of non-blacklisting on bidder's letter head.
8	Authorized signing authority or Power of Attorney	Separate "Copy of Board resolution" or POA for bidder, authorizing the person to sign on behalf of the company as per the format prescribed in Annexure VII (Must be on a Non-Judicial INR 100/- Stamp Paper)"
9	RFP Document Fee and EMD	The Bidder should furnish, as part of its proposal: i) Should have made a payment of INR 15000) (non-refundable) for the cost of RFP/ Tender Fee. ii) EMD of INR 2,00,000/- (INR

4.2.2. Technical Proposal

4.2.3. Opening of Technical Bid

- a) BCECE Board will open the Technical Bids in the presence of Bidders' designated representatives and anyone who chooses to attend can be present at the date, time and address specified in Fact Sheet of this RFP.
- b) All the bids will be opened one at a time. All the submitted documents will be thoroughly checked.
- c) BCECE Board shall prepare a record of the bid opening that will include, 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.
- d) 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.

4.2.4. Evaluation of Technical Bid

1. The Technical Bids of only those Bidders, who will qualify in the Pre-Qualification stage, shall be considered and will be evaluated as per the evaluation criteria in this clause. The Bid Evaluation Committee (BEC) shall invite each Bidder to make a presentation as part of the technical evaluation.
2. The BEC may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. **In order to qualify technically, a Bidder must secure a minimum 70% of total marks in technical evaluation after summing up.**
3. Only those Bids which have a minimum score of 70% of total marks in technical evaluation will be considered for opening of their Commercial Bid

3.1.1. Clarifications

If deemed necessary, BCECE Board may seek clarifications on any aspect from the bidder. However, that will not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. BCECE Board may, if so desire, ask the bidder to give a presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

3.1.2. Technical Evaluation Parameter

Sr. No.	Technical Parameter – Checklist (Must submit Documentary evidence for each parameter)	Maximum Marks
1	The bidder should have average annual turnover of Rs. 50 Crores or more in last 3 financial years (14-15, 15-16 & 16-17).. 50 Crore or more = 10 Marks 100 Crore or more = 15 Marks 200 Crore or more = 20 Marks	20
2	The bidder should have successfully executed 3 Projects (minimum 50,000 candidates in each project) conducting Computer Based Exams in academic entrance or recruitment domain for Government Agencies/ Departments/Exam Conducting Bodies in last 3 FY in India 3 or more Projects = 10 Marks 6 or more Projects = 15 Marks 10 or more Projects = 20 Marks	20
3	The bidder should have successfully conducted at least Three (3) Computer Based Exam having minimum 2,000 candidates appeared in single shift in Bihar, in academic entrance or recruitment domain for Government Agencies/ Departments/Exam Conducting Bodies in last 3 FY 2000 or more candidates in single shift = 10 Marks 5000 or more candidates in single shift = 15 Marks	20

	10000 or more candidates in single shift = 20 Marks	
4	The bidder should have successfully conducted Computer Based Exams for more than total 5 lakh candidates (minimum 1 lakh candidate each year) in last 3 FY in India. 5 Lakhs or more = 7 Marks 10 Lakhs or more = 10 Marks 15 Lakhs or more = 15 Marks	15
5	Technical Presentation: Understanding about the project and Scope of Work = 5 Marks Approach & Methodology = 5 Marks	10
6	CMMi Level 3 = 10 Marks CMMi Level 5 = 15 Marks	15

3.2. Financial Bids Opening

1. The Financial bids will not be opened by BCECE Board until the complete evaluation of the Technical Bids.
2. BCECE Board 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 decided and communicated by BCECE Board.
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 BCECE Board, 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.

3.3. Clarifications of Bids

To assist in the evaluation and comparison of pre-qualification/technical bids, BCECE Board may, at its discretion ask the bidder for the clarification of its bid or may ask for additional supporting documents to fulfil the compliance of criteria. The request for the clarification and the response shall be in writing.

3.4. Selection Procedure

- The selection will be done on QCBS (Quality and Cost Based Selection). The weightage for technical will be 70%, whereas weightage for Financial part will be 30%. Final selection will be done after preparing a sequence of scores obtained by the different bidders.
- The bidder who scores maximum will be the winner of the bid and work will be awarded to him, provided that he needs all the other required criteria.
- BCECE Board shall constitute a Bid Evaluation Committee to evaluate the responses of the bidders. The bidders, not meeting the eligibility requirement and barred by any government, will be summarily rejected.
- The Bid Evaluation Committee constituted by BCECE Board shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The decision of BCECE Board in regard to evaluation & selection shall be FINAL and binding on the bidder.
- BCECE Board reserves the right to reject any bid for any reason, without liability, the information provided by the bidder/ gathered by BCECE Board shall become BCECE Board's property even if application is rejected and can be used by BCECE Board in any manner, if deem fit.
- The "Financial" bid of only those bidders would be opened whose technical bid has been approved by the Bid Evaluation Committee of BCECE Board after detailed examination of technical bid strictly as per the RFP, technical capability of the bidders and compliance to the Pre-Qualification Criteria.

3.5. Award of Contract

- BCECE Board shall consider award of contract only to those eligible bidders whose offers have been found technically and financially acceptable and evaluated as the most suitable.
- Award of work shall be considered on the basis of requirement as assessed by BCECE Board at a later date. Mere empanelment does not confer automatic rights to any bidder, to service work/ job.

- Selected bidder will have to enter into an agreement with BCECE Board, Patna, Bihar-800014.
- The work against the tender is for two year's requirement and the terms and conditions of this tender shall be operative for a period of two years from the date of signing of agreement between BCECE BOARD and the bidder. The contract is extendable upto a period of another 1 year under same terms & conditions, subject to satisfactory performance and mutual agreement.

3.6. Right to Accept or Reject and or All Bids

BCECE Board reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of BCECE Board's action.

3.7. Signing of Agreement

The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by BCECE Board within a week of submission of his acceptance.

3.8. Taxes and Bid Prices

- Bid Prices charged by the bidder for the services performed under the contract shall not be higher than the price quoted by the bidder in his bid.
- Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time.
- In case of reduction of taxes and other statutory duties during the scheduled delivery period, BCECE Board shall take the benefit of decrease in these taxes/duties for the services made from the date of enactment of revised duties/taxes. In case of increase in duties/taxes during the scheduled delivery period, BCECE Board shall revise the prices as per new duties/taxes for the services, to be made during the remaining delivery period as per terms and conditions.
- Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date shall be to the bidder's account. However, benefit of any decrease in these taxes/duties shall be passed on to BCECE Board by the bidder.

3.9. Delays / Deficiencies in the Bidders Performance

- Delivery of service and performance of the services shall be made by the bidder, in accordance with the time schedule specified by BCECE Board in its work order. It also cover Saturday, Sunday and other holidays where BCECE Board may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order, then BCECE Board reserves the right to cancel/pre-maturely close the work order and also to get the balance work done by an appropriate agency at the exclusive risk and cost of the defaulting bidder.
- Delay by the bidder, in the performance of its delivery obligations shall render the bidder, liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- If at any time during the performance of the contract, the bidder, or subcontractor(s) should encounter condition impeding timely delivery of the goods and performance of service, the bidder, shall promptly notify to BCECE Board in writing the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the bidder's notice, BCECE Board shall evaluate the situation and may at its discretion extend the period for performance of the contract.
- If the works/services are not completed in the extended delivery period, the work order shall be cancelled and the performance securities shall be forfeited.
- BCECE Board will review the performance of the bidder quarterly and if the performance is found wanting or if there is any breach of conditions of the contract, then the contract will be liable to terminate. The decision of BCECE Board will be final and binding on all concerned parties.

3.10. Confidentiality

Information related to the examination/recruitment, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of BCECE Board, the Bidder or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

3.11. Performance Bank Guarantee (PBG)

- a. The successful bidder have to deposit PBG deposit within fifteen (15) working days from the date of receipt of notification of award.
- b. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized Bank, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- c. The performance guarantee will be denominated in the currency of the contract and shall be in the form of bank guarantee and shall be in the favour of “Controller of Examination, BCECE Board Patna, Bihar”.
- d. This performance bank guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
- e. The performance Bank Guarantee will be valid until the end of six months after the completion of the contract with successful bidder. Subject to the terms and condition in the Performance Bank Guarantee, six months after the contract completion, the performance Bank Guarantee will lapse automatically.
- f. The Performance Bank Guarantee may be discharged/ returned by BCECE Board upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. The Format for Performance Bank Guarantee is provided in ANNEXURE VI.
- g. In the event of the Bidder being unable to service the contract for whatever reason BCECE Board would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BCECE Board under the contract in the matter, the proceeds of the PBG shall be payable to BCECE Board as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Contract. BCECE Board shall notify the
- h. Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.
- i. BCECE Board shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

SECTION 5: SCOPE OF WORK

The bidder shall be required to conduct examination as and when directed and required by BCECE Board, Patna, Bihar for 2 years. The selected bidder shall be responsible for end-to-end examination/recruitment management and the bidder shall undertake the below mentioned (but not limited to these) activities i.e. from preparation of the advertisement to the preparation of the result:

- **Design and Develop the web application / online portal for receiving online application from candidates.**
- **Identification and Preparation of examination centers across Bihar State for conducting computer based examination with all pre-requisite software-hardware (computers, servers, networking, internet and software)**
- **Preparation of adequate number of Question paper sets of appropriate standard as per guidelines and requirement of BCECE Board**
- **Capturing biometric and photograph of the candidate at examination centers**
- **Recording at each lab / room of examination center**
- **Conducting examination in CBT mode at designated exam centers**
- **Monitor the examination/recruitment to ensure exam is conducted fairly and no unfair means are used (electronically or otherwise)**
- **Setting up of Help Desk for candidates would be the bidder's responsibility. Helpdesk will be available till 2 days before the exam and timing will 9 am to 5 pm from Monday to Saturday.**
- **Bidder should have Primary Data Center with Secondary DC/Tier III DC infrastructure with Secondary DC/Tier IV DC infrastructure with Secondary DC/Tier IV DC with Secondary DC along with Cert-in Certified infrastructure site, for data security to be managed by the bidder or third party. Overall responsibility of data security /breach would be of bidder.**
- **Post Exam Services**
 - Preparation/compilation of Result
 - MIS/customized report generation

a) Detailed Scope of Work

The selected bidder shall be responsible for end-to-end examination/recruitment management activities. The selected bidder shall take necessary precaution to safeguard system, data from all vulnerabilities/threats and

maintain confidentiality and secrecy of all information related to people, process and data during all below mentioned three phases. The entire examination/recruitment related process, expected to be carried out by the successful bidder in turnkey basis and is divided into three broad phases:

- A. Pre-examination phase
- B. Examination phase
- C. Post-examination phase

A. Pre-examination phase

- Preparing of advertisement will be done by selected bidder and releasing for newspaper advertisement will be BCECE Board responsibility.
- Design and Develop the web application / online portal for receiving online application from candidates.
- Bidder have to design and develop online portal for receiving online application from candidates. All candidates are required to fill and submit the online application through the web application / online portal. After successful submission of online application, candidate will pay examination/recruitment fee for the said application.
- The bidder shall create consolidated data of all applications received online after cutoff date & time as per the requirement of BCECE Board separately
- There may an exam where certain define number of candidates are to be shortlisted for the CBT exam, from the appearing candidates.
- The bidder shall prepare the required filters to shortlist the applications on the basis of stipulated eligibility criteria. These shortlisted candidates will appear for the examination/recruitment.
- BCECE Board will provide, with support of its partner department, the required help for verification of certificates of the candidates who are shortlisted.
- Scrutiny and screening of applications to filter out ineligible applicants will be of bidder's responsibility.
- Generate MIS reports on a weekly basis throughout the entire examination/recruitment related processes to enable top level officials to take decisions.
- The bidder shall provide Telephonic Helpdesk support to the candidates for giving assistance related to issue in submitting online application form, downloading admit card, etc.
- Uploading the list of eligible and ineligible candidates inviting objection.

- Online submission of objection by the candidates.
- Uploading the decision of BCECE Board on the objections received.
- The agency will provide demo question paper for Mock test for relevant Exam in bi- lingual mode English and Hindi, as the case may be, at least 20 days before conducting each exam and make it available on online portal. The mock test should be on the template of main exam to be conducted and in line with the requirement of BCECE Board.

a. Admit Card Generation

- The bidder shall have to verify and validate the receipt of application / examination fee and submission of application form by candidate through the system.
- The Bidder shall develop online admit card generation and search engine software application for issuing admit cards/call letters on the online portal for the candidates.
- Generation of Call letter/Admit cards with photographs and barcode of the eligible candidates for the computer based test in a sequential manner, venue-wise and date-wise.
- The soft copies of the admit cards should be made available on the online portal to facilitate downloading and printing of the same by the candidates.

b. Centralized Help Desk support services:

- Set-up a centralized help desk from the date of the registration of applications process to the publication of the result.
- The help desk will be active for during normal office working hours from 10 AM to 06.00 PM. BCECE Board will provide landline number to the help desk for attending the queries of the candidates.
- To provide telephonic / email support to the candidates for the online application / examination related queries and guide them in taking print out of the Admission Cards, other Examination/ Examination Centre related queries etc.
- Provide daily call-log details and intimate BCECE Board via hard copy and email and online MIS.

c. Identification and Preparation of examination centers across Bihar state:

The selected bidder shall be responsible for identification, preparation and manage the examinationcenters as per the guidelines of BCECE Board. Some key responsibilities of selected bidder are as under:-

- Arrangement and preparation of examination centers as per the requirement of the examination at least 21 calendar days prior to the scheduled date of the examination, to ensure that the center is notified to a candidate at least 21 calendar days prior to conduct of Examination through email and SMS.
- Availability of sufficient number of Examination Centers across the Bihar State to ensure conduct of examination/recruitment within targeted period covering all candidates.
- Ensure Examination Centre verification using Capacity Estimation Process. Ensure availability of requisite number of seats at a particular center along with buffer capacity and other logistic arrangement i.e. CCTV, DG set, water arrangement, security, sufficient toilets & first aid facility, etc.
- Arrangement of necessary power backup arrangement (online UPS) / one (01) DG set in each Examination Centre.
- Deployment of administrative human resources (as per BCECE Board's norms) like Examination Supervisors, Invigilators, Security, peon and other supporting staff including required technical staff at each Examination Centre to ensure successful completion of the examination/recruitment. BCECE Board may also appoint its invigilators/observers to examination centers along with the bidder's supervisors/staff.
- Preparation of Examination Centre allocation sheet: Examination Centre checklist with the details of each Examination Centre (seating capacity, number of nodes and other required facility) to be prepared and submitted to the Board at least 15 calendar days prior to the scheduled date of examination.
- Thorough checking of all nodes, network equipment, electrification, CCTV Cameras, Biometric Device & Web Camera and other active / passive devices as per the examination-center worthiness assessment plan at each Examination Centre location to be done at least 05 calendar days prior to the scheduled date of examination.
- Selection, finalization, registration and mapping of Examination Centre in system along with the contact details / address of the Examination Centre, after due auditing of the Examination Centre in terms of: Hardware –Operating System, Processor Speed, RAM, Network and connectivity on intranet. Software – Screen resolution, bandwidth for intranet connectivity.
- Working conditions of UPS, Generator, Air Conditioners.
- Computer (terminal) with latest and appropriate configuration.
- The time schedule for conducting the examinations/recruitment shall be finalized by the BCECE Board based on the number of applications received.

- The required Hardware, Software including internet & LAN connectivity shall be installed by the selected bidder, whose cost would be all-inclusive under the price per candidate mentioned in financial bid.
- Escalate/intimate BCECE Board, whenever any candidate reports non-receipt of admit card / incomplete information provided to the candidate etc. and take requisite action as per instructions from the BCECE Board.

d. Capturing biometric and photograph of candidates during registration at examination center

Ensure accurate Registration of each candidate reporting for the exam well before start of the /Exam as decided by the BCECE Board. At the time of Registration, candidate's photograph taken on the web -cam to be checked with the photograph brought by the candidate and his Biometric information is to be captured and stored for future use by the BCECE Board. A maximum ratio of 1:30 for the biometric machines is to be maintained for the candidate registration.

B. Examination phase

a. Infrastructure & facilities at examination centers:

- Bidder shall be responsible to provide complete Infrastructure including hardware, software & networking etc., including:
- Preparation of examination center with hardware, software, server, internet and LAN connectivity etc.
- The bidder will have to keep at least one buffer center of around 200 terminals, in each city where the exam will be held, which can be used in case of any eventuality.
- Each center should a minimum capacity of 200 systems. Further each center should have additional buffer systems per shift to the tune of at least 10%.
- Ensure availability of at least 2 additional Network / LAN switch at each Examination Centre with Internet connectivity from at least 2 ISPs for redundancy.
- The hardware, software provided should match with the test online exam application requirements.
- Complete data security and data transfer, right to access to data base server should not be with anyone locally at exam center.
- Bidder shall provide manuals for secure conduct of examination and exception handling/ emergency procedures.

- Bidder shall also make arrangements for mock test on its platform to make candidates aware of the process.
- Bidder shall provide detailed Audit of infrastructure such as Desktop/LAN/Basic Amenities etc.
- Providing Backup Server along with each primary server with RAID technology at each location with all software loaded and kept ready for use in case such requirement arises.
- Backup server should be mirrored with Primary server. In case, the primary server crashes/fails exam can be continued with backup server without disrupting the exam.
- The Primary and the Backup server used during examination is to be owned by the Service Provider, updated with latest security software & features.
- Provisions for data backup and disaster recovery.
- Ensuring that all the terminals and the Servers including backups would be Virus free.
- The bidder would ensure proper gate management.
- Each center should have facilities to cater to the needs of candidates belonging to physically challenged category.
- Exam Desk should be partitioned such a way that the computer screen of one candidate is not visible to others.
- For checking impersonation the agency will have to display candidates' personal details such as Roll No. & Name including photo on the screen of the terminal during the exam period.
- Filling-up of forms such as attendance sheet and the signature of the candidate, sitting plan etc. as per requirement of the BCECE Board would be the responsibility of the bidder.
- All personnel associated with the exam will have to certify that none of their near relation is appearing in the said examination/recruitment at the appropriate time in the format prescribed by the Board.
- The examination centers should have basic facilities e.g. tables, chairs, adequate supply of drinking water, toilets etc.
- Proper security at the examination centers.
- At least one day before the date of online examination/recruitment, the bidder should test and certify that the application is functioning at each center on each node with full load. It should also certify that adequate arrangements have been made to meet exigencies like power failure, electrical system break downs, LAN or switch failing, nodes failing, test-server failing, mob, physical security challenged.

- Bidder shall also submit the Emergency Management plan prior to deployment of application or kick off the online examination/recruitment process.

b. Examination Centre Administration to Conduct Examination

- The bidder shall capture photograph & signature of the examinees and reconcile (match) it with the photograph and signature given in the application.
- Ensure availability of the roll list and attendance sheet in all the Examination Centers along with the list of candidates who would undertake examination in the designated Examination Centre.
- Circulate attendance sheet in all the Examination Centers and capture signature of all the candidates on the attendance sheet during conduct of the examination
- Once the candidates' signatures are captured, the selected bidder shall submit the signed attendance sheet to the BCECE Board.
- Candidate identification, admit card authenticity check and verification of candidates at the Examination Centre entrance gate at least 90 minutes prior to the commencement of the examination.
- The bidder would ensure that each candidate is physically checked before entry to the examination hall and no electronic device or gadget is taken inside the hall. The bidder would be fully responsible for any consequences including costs if any, arising out of the same.
- Assigning login credentials to the candidates to undertake the exam.

c. Security Management Process:

- The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.
- The selected bidder 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. The bidder shall ensure complete security as mentioned below

a. Physical and Environmental Security

- i. All information storage media (e.g. hard disks, pen drive, magnetic tapes and CD-ROMs) containing sensitive or confidential data will be physically secured, when not in use.
- ii. Security inspections should be made periodically.

b. Information Security

- I. Access to the application should be given only after approval from application owner and the

competent authority. The access should be on a role basis rather than designation. The access control policy should cover:

- II. Identification
- III. Authentication
- IV. Authorization and Access Control
- V. Administration
- VI. Audit
- VII. System should have provision to add additional layer of PKI based security and authorization at all the access points/channels.

c. Server security

d. Network Security

d. Designing & Development of Question paper:

- The selected bidder shall prepare multiple choice objective type question for Online exam of the respective examination under the consultation of BCECE Board
- Bidder shall engage the Subject matter experts who will contribute in preparing a question bank.
- Nature of questions for each subject will be of three category i.e. questions' toughness level will be divided into three categories as easy, moderate and tough.
- Bidder should have to ensure that the proportionate numbers of questions according to the toughness level as mentioned in the point above per subject for each candidate appearing for a certain exam will remain same (i.e. questions of different toughness levels for each subject for a certain exam will appear on the terminals in equivalent ratio).
- The bidder experts' team will decide the numbers of question per section from the syllabus. The difficulty level of the question should be 50% moderate 25% hard and 25% simple.
- Validation of questions for each subjects will be of bidder's responsibility.
- Bidder should perform encryption before uploading the sets of question paper.
- The question paper should be password protected and pushed to the local server only 30 minutes before the start of the examination.
- Decryption of question paper at the local server using the password is to be done only 20 minutes before the start of the examination to avoid any kind of security breach or question paper leakage from the local server.
- The candidate can only login 15 minutes before the scheduled time using the registration and unique ID for instruction.

- The actual set of question paper should open and close strictly at scheduled time only.
- The clock of the server installed at the center should be in-sync with the central server of the Agency.
- Digital clock photograph and signature of the candidate should be displayed at the right corner of the displayed unit.

e. **Conduct of the computer based exam:**

- Bidder shall provide adequate mechanism to securely transfer question sets for upload at central server and secure link to transfer the exam papers at examination centers.
- The delivery should only be on distributed model (i.e. through local intranet based servers)
- Exam will be delivered only over the intranet at the Examination Centre and the candidates will access the exam through a computer.
- Minimum 256 bit AES encryption should be applied to the data that is transmitted over the internet.
- There should be no human intervention for generation and allocation of exam papers.
- The Examination shall be computer based with the questions being provided onscreen with multiple choice answers.
- The questions and their options should come in a jumbled way i.e. no two systems gets same questions at the same time.
- Computer based exam software should support standard features such as automatic calculation of exam score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.
- Audit trail of exam activity should be recorded and should be available to the BCECE Board on demand.
- Bidder should provide reports to BCECE Board to view the exam progress.
- Bidder shall transfer the entire data of exam immediately after completion of exam to central server, and no trail be left at the examination center.
- Bidder shall provide facility to view the question wise details such as the question, answers marked by candidates, correct answer of the question etc. in case required by BCECE Board
- The bidder shall take all steps to prevent leakage of question papers and if any breach happens it will be their responsibility and legal as well as criminal action will be taken against the bidder.
- Bidder shall adhere to all necessary security compliances like encryption of question papers, prevention of screen mirroring, encrypted communication/data transfer, password protection and

accessibility by authorized officers etc.

- The bidder will set up real-time centralized examination/recruitment monitoring system for BCECE Board across all the centers with all parameters including but not limited to candidates' activities during exam time, alert system for local server and terminal imaging and hacking, audit trails of candidates, test administrators.
- Local monitoring system at each examination/recruitment center will be of bidder's responsibility though BCECE Board may authorize invigilator for each or any of the exam centers.
- The server and examination/recruitment data shall remain in India at all times.

f. Recording of each exam room

- Recording of footage at each examination center will be provided to board by bidder. Cost incurred in this activity will be reimburse to the bidder will be done separately.

C. Post Exam Services

a) Preparing post exam data and Merit List:

- The selected bidder along with the concern department will scrutinize the application forms of the candidates who shortlisted for the CBT, based on the scanned certificate uploaded during the registration by the candidate. BCECE Board may authorize anyone to check the system any time. However confidentiality is to be maintained at all levels.
- Preparing merit list category wise, branch wise (or as desired by BCECE Board) in descending order
- The Bidder would then prepare Reports as desired by the BCECE Board.
- Disclosure of any record/ marks/merit/ status before the declaration of final result will invite cancellation of the Contract/ Agreement and legal as well as other administrative action as deemed fit will be taken against the agency.
- Answer Keys will be provided by the bidder and to be posted on website post examination/recruitment.
- Answer key will be displayed for 07 (seven) days after the exam. Objections/ Queries received online should be attended and remedial action to be taken.
- Bidder would be responsible for declaration of the result. Result should be declared/published under the consultation and after approval of BCECE Board
- Bidder will also provide log reports if required by BCECE Board
- To calculate marks obtained by each candidates and submit the result in the format prescribed by

BCECE Board.

- A main merit list shall be drawn based on the inter-se merit. After that the category wise select list in order of merit is required to be drawn taking into account vacancies advertised.
- The following documents are to be handed over along with final select list:
 - i) Summary Assessment sheets duly signed by the agency.
 - ii) Applications of the finally selected / merit listed and waiting list candidates duly linked with the documents / testimonials submitted by the candidates.
 - iii) A consolidated assessment sheet for each post.
 - iv) Separate list showing main select list, waiting list, combined select list, category wise select list, remaining candidates list etc. duly signed.
 - v) All the data in electronic form i.e. C.Ds/ Pen drive etc.
 - vi) Any other information/data requested by BCECE Board.
- Regeneration of questions and answers of candidates as required in RTI or for any other purposes of the BCECE Board.
- Bidder will be also help BCECE Board in responding to RTI and queries related to exam.
- Provide support to BCECE Board in preparation of Court cases and other related issues.
- The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

b) Information security and data privacy

- 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.
- The bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus which include anti-malware, anti-spyware and anti-spam solution for the entire system. The bidder shall have to maintain strict privacy and confidentiality of all the data it gets access to.

(c) Scheme of Examination

Detailed guidelines and Scheme of examination/recruitment i.e., syllabus, pattern of questions, levels of questions, marking/scoring criteria etc. would be provided by BCECE Board for each and every exam which is to be conducted online.

d) **Time Schedule for each examination/recruitment process**

- Every examination/recruitment project / end to end examination/recruitment process shall be completed within a maximum period of 100 days from the issue of Advertisement in newspapers.
- Bidder have to prepare and submit activity wise time schedule to BCECE Board, before commencement of each examination/recruitment.

e) **Role of the BCECE BOARD:**

- a) Checking the Quality of Service (QOS) provided by the bidder.
- b) Facilitating the bidder during the course of the project / end to end recruitment process for providing necessary information and support.
- c) BCECE Board reserves the right to inspect the accounts and records of the bidder relating to the performance of the contract and to have them audited by auditors appointed by BCECE Board.

f) **Functional Requirement Specification for Examination software**

The computer based examination software owned by bidder should have following minimum functionalities:

- The entire Application/System development should have automatic in-built check points to assess & analyze the eligibility & non-eligibility of candidates.
- System acceptability for uploading the documents, Photographs & Signature of specified format, file size & generation of Admit Cards for Eligible candidates, for each Examination/recruitment.
- System should be integrated with payment gateway for online fee collection through Debit/Credit Card, Net- banking and through e-challan/NEFT, etc.
- System should generate and allot unique roll no with exam center as per preference indicated by candidate in the application form or as per instructions given by BCECE Board
- Application shall have the facility to push various questions based on the request received from the candidates appearing in the examination/recruitment
- Application shall provide secured access to the participants / candidates based on the provided login ID / Password to allow the candidates to login to the application and undertake the online examination/recruitment.
- Application shall have the provision to display same question in jumbled manner to various candidates with various options configured for the questions (questions and option choices to be jumbled ensuring that no two candidates have the same question and option choices at a time).
- Application shall display only one question on the screen at a time with various options.

- Application shall have the facility for navigation between various questions, ability to navigate to other sections before completing a section or no scroll back, as per needs of the BCECE Board.
- Application shall have secured storage for answers to questions by candidate.
- Application shall have the facility for instant display of attempted questions anytime during the examination and provision for different colour coding for attempted, not attempted, mark for review or no scroll back of questions as per needs of the BCECE Board which will be intimated at the time of examination.
- Availability of color blind feature at the time of online examination, so that colour-blind people can appear for the exam, if needed.
- Application shall have the ability to trace candidates' requested questions from Examination Centre and maintain system audit trail.
- Application shall have the facility to generate monitoring log / system click by click audit trail on the server for every candidate with his/her IP and complete traceability of any single candidate's node.
- The online examination shall stop automatically after expiry of the scheduled examination duration.
- Scheduling Backup Server to take continuous backup from Main Server at each Examination Centre and availability of continuous Back-Up and restoration facility for Business Continuity Planning / Disaster Recovery purpose.
- Restart / Resume the exam (in case of node / power / network / application failure etc.)
- In case of machine, power or network failure, software should be able to retrieve candidates' attempted questions and responses entered by the candidate fully along with creation of incident report and system audit trail (downtime details, additional time taken by the candidate etc.).
- Acknowledgement of examination/recruitment progress to Examination Control Unit (ECU, to be setup at BCECE Board) from Examination Centre Superintendent / Technical team.
- The candidate roll no. photograph and signature should be displayed on every system even before the candidate enters the examination room. This would help candidate in locating their seats. Also, it would ensure that no two candidates exchange seats.
- The examination software should ask for candidate concurrence on hardware provided to him / her before the start of examination. Without this, the examination should not start.
- The examination/recruitment shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.

- The examination software should be / have been designed keeping color blind candidates in mind.
- Computer based examination 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.
- The candidate should be given time to go through the instructions before the start of examination. During this time, the software should strictly restrict candidates from starting the exam.
- The examination software should have zoom capability. The software should be capable of providing zoom to specific candidates, if required.
- The examination software should provide real time audit report of candidates while taking the examination. This is mandatory to tackle candidates' complaint, if any, during the course of examination.
- At the end of the examination, transmit / export candidates' response and audit trails on secured channel from local server to central server within one hour from examination centers.

SECTION 6: SERVICE LEVEL AGREEMENT

The SLA parameters shall be measured on a daily/weekly/monthly/ quarterly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the selected bidder for the purpose and audited by a third party for accuracy and reliability. If the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the satisfaction, then BCECE Board will have the right to take appropriate corrective actions including termination of the Contract. The Service Levels shall be reviewed on an annual basis by BCECE Board after taking the advice of the selected bidder, Computer Based Exam Management Committee. Changes in SLA would be made by BCECE Board after consultation with the selected bidder.

Selected bidders has to maintain below listed service level standards:

1. Computer Based Exam Conducting Services with complete transparency and accuracy
 - a. Provide services of Exam Center as per standards defined in the RFP.
 - b. Provide manpower services as standards defined in the RFP.
 - c. Provide necessary hardware to exam center for conducting Computer Based Exam.
 - d. Provide necessary facilitation to Computer Based Exam Candidates as per Standards defined in the RFP
2. Locate, resolve and repair technical faults

a) Liquidated Damages

Sr. No.	Service Levels	Severity	Penalty
1	99% Availability and Accessibility of Computer Based Exam services including all the software and Web Portal.	Critical	Rs. 50,000/- for every 30 minutes of down time per month at a stretch or in parts up to total down time of 1 hours. This down time shall be calculated over and above the total hours of downtime permissible.
2	Provide manpower in exam center during each shift of exam day as per standards.	Critical	Rs. 25,000/- per Invigilator for non-availability invigilators as per defined standards. Rs. 40,000/- per Invigilation Supervisor for non-availability of Invigilation Supervisors as per defined standards If more than 20% invigilators are not available in a shift of any exam center, a penalty of Rs50/- per candidate appeared in the exam center will be charged.

4	Make provision 10% additional Exam Terminals in each Exam Center for failover situation.	Critical	Rs. 10,000/-per Exam Terminal not provisioned as 10% additional Exam Terminals in any Exam Center for failover situation.
5	Setup CCTV Cameras for surveillance during exam as per standards	Critical	Rs. 50,000/-per CCTV Camera not available or out of order as per defined standards. If CCTV Cameras are available and are in working conditions but complete recording is not submitted to BCECE Board, it will be deemed as not working/available camera and penalty will be charged.
6	Computer Based Exams should be conducted in fair and transparent manner.	Critical	If security of the system is compromised and resulted into false or manipulated or forged Computer Based Exam scores of candidate(s), a penalty Rs. 25,00,000/- for will be levied, liquidated amount of damage will also be recovered as additional and no payment for such exam(s) will be made to selected bidder.
7	If exam could not be conducted due lack of performance of due to lack service provisioning/delivery by selected bidder as per scope of services in the RFP.	Moderate	A penalty Rs. 25, 00,000/- for will be levied and no payment for such exam(s) will be made to selected bidder.

8	If Exam Paper gets leaked due to failure of IT security system setup by selected bidder	Critical	A penalty up to Rs. 25,00,000/- and liquidated amount of damage, whichever is higher, will be recovered from bidder and parallelly case of criminal offence may be lodged against the person/party responsible for such confidentiality breach, if it is proved that the event has occurred due to the involvement of selected bidder or any of its representatives. Payment for conducting Computer Based Exam will not be made to selected bidder.
9	If amount not credited to BCECE Board account from payment gateway by the selected bidder with in T+1 working days	Critical	25% of the due amount

b) Payment Terms

Selected bidder will generate invoice after conducting an each exam successfully on the rates as quoted in the financial bid. Payment shall be made against Invoices after necessary verification and due diligence by BCECE Board. Selected bidder will also submit data and certifications for the relevant period along with the Invoice. All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.

- a) **60% of each exam cost** shall be paid within 2 weeks after successful completion of each examination
- b) The **balance 40% of the each exam cost** shall be paid after 30 days of processing of the result and submission of the result list (to be counted from the date of last examination in case of multiple dates as per requirement)
- c) The balance **20% of the each exam cost** shall be paid within 2 weeks of successfully processing of the result and submission of the result list (to be counted from the date of last examination in case of multiple dates as per requirement)
- d) The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the user institution if any shall also be mentioned in it.
- e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

SECTION 7: GENERAL TERMS AND CONDITIONS

7.1 Force Majeure

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.
3. For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on BCECE Board.
4. If a Force Majeure situation arises, the bidder shall promptly notify BCECE Board in writing of such conditions and the cause thereof. Unless otherwise directed by BCECE Board, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.
6. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy,
 - blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;

- Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
- Any event or circumstance of a nature analogous to any of the foregoing.

7.2 Resolution of disputes

- a. BCECE Board and the successful bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.
- b. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved through the above mentioned method, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Chairman, BCECE Board. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Patna, Bihar.

7.3 Limitation of Liability towards BCECE BOARD

The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to BCECE Board for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to BCECE Board on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person / persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.

7.4 Conflict of Interest

The Service Provider shall disclose to BCECE Board in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold BCECE Board's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

SECTION 8: ANNEXURES

Annexure –I: Format for 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: Instructions for Pre-Qualification Bid

8.1 Check-list for the documents to be uploaded for Pre-Qualification

Sl. No.	List of Documents to be submitted	Reference	Submitted (Y/N)	Documentary Proof (Pg. No.)
1	Cover Letter			
2	Scanned copy of BG for EMD of Rs. 2,00,000/-			
3	Power of Attorney in favor of Authorized signatory			
4	Declaration that the bidder has not been debarred/blacklisted by any Government/Semi-Government. Organization			
5	Copy of Certificate of Incorporation			
6	Work orders			
7	Self-Declaration			
8	Copy of the audited Profit & Loss Statement of the company and Certificate from the Chartered Accountant			
9	Copy of the audited balance sheet of the company and/or certified by the Chartered Accountant for last three years			
10	Valid documentary proof of GST registration number and the details of income tax registration (PAN).			
11	Copy of valid certificate			

8.2 Pre-Qualification Cover Letter

(To be submitted on the letterhead of the Bidder)

Place:

Date:

To,

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna - 800014

Subject: Submission of proposal in response to the RFP for “Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board”

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

“Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board”.

We attach hereto our responses to General Qualification requirements and commercial 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 BCECE BOARD, Bihar 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 BCECE Board, Bihar 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 tender 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 the RFP.

We agree that you are not bound to accept any tender 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 tender 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:

8.3 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 3 years (Year wise)	
8	Company's Profitability for the last 3 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

8.4 Format for Declaration by the Bidder for not being Blacklisted / Debarred

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

Date:

To

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna - 800014

Subject: Submission of proposal in response to the RFP for “Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board”

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 Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, BCECE Board, Government of Bihar 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:48

Annexure –III: Guidelines for Technical Proposal

8.5 Checklist for Technical Bid

Sl. No.	List of Documents to be submitted	RFP Ref.	Submitted (Y/N)	Documentary Proof (Pg. No.)
1	Cover Letter	Annexure-III, 8.6		
2	Work orders	Sr. No.02,03,04,05		
3	Copy of the audited Profit & Loss Statement of the company and Certificate from the Chartered Accountant	Sr. No.01		
4	Project Details	Annexure-III, 8.7		

8.6 Technical Bid Cover Letter

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

Date:

To

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna – 800014

Subject: Submission of proposal in response to the RFP for “Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board”

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 Agency for Providing Computer**

Based Examination Services for Bihar Combined Entrance Competitive Examination Board”

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

“**Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance**

Competitive Examination Board”, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and BCECE Board or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to full value of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender 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 tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and BCECE Board.

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 BCECE Board 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 BCECE Board as to any material fact.

We agree that you are not bound to accept any tender 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 tender 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)

8.7 Format to Share Project Details

Sl. No	Information Sought	Details
Customer Information		
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	
Project Details		
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)	
Value of the Project		
7	Order value of the project (in rupees lakhs)	
	No. of candidates appeared in CBT exam	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this Tender 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.

Annexure –IV: Financial Bid Formats

8.8 Financial Bid Cover Letter

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

Date:

To

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna – 800014

Subject: Submission of proposal in response to the RFP for “Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board”

Ref: RFP No. :

Dear Sir,

We, the undersigned Bidders, have read and examined in detail all the bidding documents in respect of “**Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board**” 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 have studied the clause relating to Indian Income Tax and 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,

Yours's faithfully,

(Signature of the Authorized Signatory)
Name
Designation
Seal.

Date:
Place:
Office Address:

8.9 Financial Bid Format

Price for Data Up to 50000 (P1)

Item	Particulars	Price per unit (in Rs.) (W)	Tax Rate (X)	Tax Amount (Y)	Total Amt. (Z) = (W)+(Y)
Price for Conducting Computer Based Exam for 2 years	Up to 50000 (A)				Z1
Price for valid* Application processing for 2 years. (C)	Up to 50000 (B) Per valid* Applications				Z2
Total Cost		P1=Z1+Z2			
Amount in words:					

Price for Data Above 50000 (P2)

Item	Particulars	Price per unit (in Rs.) (W)	Tax Rate (X)	Tax Amount (Y)	Total Amt. (Z) = (W)+(Y)
Price for Conducting Computer Based Exam for 2 years	Above 50000 (A)				Z3
Price for valid* Application processing for 2 years. (C)	Above 50000 (B) Per valid* Applications				Z4
Total Cost		P2=Z3+Z4			
Amount in words:					

*Valid – The application for which payment has been received and applications are completed in all respect.

Annexure –V: EMD Bank Guarantee

Bank Guarantee Format for Earnest Money Deposit (EMD)

(To be provided in original on stamp paper of value required under law duly signed by authorized representative of Bank)

Tender Ref.

Date:

To

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna – 800014

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head / Registered office at _____, and having one of its branches at _____ Patna (hereinafter referred to as

—”the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of Controller of Examination, BCECE Board, Government of Bihar, having its office at The Controller of

Examination, BCECE Board, IAS Association Building, Near Patna Airport, Patna – 800014, Bihar (hereinafter referred to as —”BCECE BOARD Board”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____ (name of the relevant act/law under which incorporated) having its registered office at

_____ (hereinafter called —”Bidder” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of — ***“RFP for Selection of***

Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board” vide Invitation for Tender Document No _____ dated _____ issued by BCECE Board, Government of Bihar

(hereinafter referred to as —”the Project”).

Whereas in terms of the Invitation for Tender Document No _____ dated _____ (hereinafter referred to as Tender Document) issued by BCECE Board, the Bidder is required to furnish to BCECE Board an unconditional and irrevocable Bank Guarantee for an amount of INR _____ (INR _____) as

Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to BCECE Board an amount not exceeding INR 2,00,000/- (INR Two Lakh Only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from BCECE Board stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the _____
(Proposal Due Date).
2. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by BCECE Board.
3. We.....Bank further agree that BCECE Board shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of BCECE Board in this regard shall be final and binding on us, notwithstanding any differences between BCECE Board and the said Bidder and/or any dispute between BCECE Board and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
4. BCECE Board shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to BCECE Board and the bank shall not be released from its liability under these presents by any exercise by BCECE Board of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of BCECE Board or any indulgence by BCECE Board to the

said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

5. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
6. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
7. It shall not be necessary for BCECE Board to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which BCECE Board may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
8. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of BCECE Board in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
9. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2018

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

Annexure –VI: Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: _____ Date: _____

Bank Guarantee No.: _____

To

The Controller of Examination,
BCECE Board,
IAS Association Building,
Near Patna Airport,
Patna – 800014

Ref:

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “*Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board*”

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as “Contract”) with you for “*Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board*”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against BCECE Board; and

For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2018.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

Annexure –VII: Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “**Selection of Agency for Providing Computer Based Examination Services for Bihar Combined Entrance Competitive Examination Board**”, including signing and submission of all documents and providing information / responses to the BCECE Board, representing us in all matters before BCECE Board, and generally dealing with the BCECE Board in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- The Power of Attorney shall be provided on Rs.100/- stamp paper.
- The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.