



**BIHAR LEGISLATIVE ASSEMBLY SECRETARIAT
PATNA-800015**

**Request for proposal for selection of Service
provider for conduct of examination process
and related activities for different posts in
Bihar Legislative Assembly Secretariat, Patna**

NIT NO:-06/2018

Date:-11 August, 2018

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1. Fact Sheet

| S.No | Particulars | Details |
|------|--|--|
| 1. | NIT No. | 06/2018 |
| 2. | Tender date | 11.08.2018 |
| 3. | Selection Method | Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method |
| 4. | RFP issued by | Bihar Legislative Assembly Secretariat, Patna-800015 |
| 5. | Availability of RFP | RFP can be downloaded from www.vidhansabha.bih.nic.in |
| 6. | EMD | Earnest Money Deposit of 12,00,000/- (Twelve Lakhs only). Demand Draft in favour of " D.D.O. Bihar Vidhan Sabha, Patna ", payable at Patna from any of the nationalized bank. |
| 7. | Performance Bank Guarantee(PBG) | Bank Guarantee to be submitted after Award of the contract. |
| 8. | Nodal Officer for correspondence and Clarification | Asim Kumar Deputy Secretary, Bihar Legislative Assembly Secretariat, Patna-800015 Tel.No.-0612-2217488, Email :kumar.asim64@nic.in |
| 9. | Last date for Pre bid queries | 16.08.2018 |
| 10. | Pre bid meeting | 15:30 Hrs. on 17 August, 2018 |
| 11. | Issue of addendum/clarification(if any) | 21.08.2018 |
| 12. | Last date of bid submission | Proposals must be submitted no later than 15:00 Hrs. on 04 September, 2018 |
| 13. | Opening of Technical bid | 16.00 Hrs. on 04 September, 2018 |
| 14. | Technical Presentation / Demo | 05 September, 2018, 11:30 Hrs onwards depending upon the number of bidders |
| 15. | Opening of Financial bid | 11.30 Hrs on 10 September, 2018 |
| 16. | Address for venue of bid opening | Official Chamber of Secretary, Bihar Legislative Assembly Secretariat, Patna-800015 |
| 17. | Address for Communication | Secretary, Bihar Legislative Assembly Secretariat, Patna-800015 |
| 18. | Email id for Communication | secretarybvs@gmail.com |

2. Abbreviations

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

3. Notice Inviting Tender (NIT)

| |
|--|
| Bihar Legislative Assembly Secretariat, Patna-15 |
| Notice Inviting Tender (NIT) NIT No.-06/2018 |
| <p><u>“Request for proposal for selection of Service provider for conduct of examination process and related activities for different posts in Bihar Legislative Assembly Secretariat, Patna”</u></p> <p>Bihar Legislative Assembly Secretariat invites Request for Proposals (RFP) from qualified and experienced agencies for ‘conduct of examination process and related activities for different posts in Bihar Legislative Assembly Secretariat, Patna’. Interested bidders eligible according to the criteria may submit their responses to the RFP in the office of Secretary, Bihar Legislative Assembly, Patna-15, latest by 04 September 2018 till 15:00 Hrs. The detailed RFP document (along with the formats and templates) can be downloaded from http://www.vidhansabha.bih.nic.in from 11 August 2018.</p> <p style="text-align: right;">Secretary, Bihar Legislative Assembly Secretariat, Patna</p> |

4. Disclaimers

All information contained in this Request for Proposal (RFP) provided is in the good interest and faith. This is neither an agreement and nor an offer/ 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.

Bihar Legislative Assembly Secretariat reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Assembly Secretariat 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. Assembly Secretariat reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of the Bihar Legislative Assembly.

Neither Assembly Secretariat 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 raise 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 Assembly Secretariat or their employees and bidder 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 is confidential to Assembly Secretariat and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

5. Definitions

1. 'Applicable Law' means the contract shall be interpreted in accordance with the laws of India.
2. 'Bidder' means any firm offering the solution(s), service(s) and/ or materials required in the tender call. The word Bidder when used in the pre award period shall be synonymous with bidder or Service provider and when used after award of the contract shall mean the successful bidder with whom client signs the contract for rendering of goods and services.
3. 'Client' means the Bihar Legislative Assembly Secretariat, Patna.
4. 'Service Provider' (SP) means the firm providing the solution under this contract as named in RFP/ Technical specifications/scope of work.
5. 'Contract' means the agreement entered into between the Client and the Service Provider (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
6. Contract Price means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.
7. Bidder's representative means the duly authorized representative of the Service Provider, approved by the Client and responsible for the Service Provider's performance under the contract.
8. Effective Date means the date on which the Agreement is executed.
9. Financial bid or the Commercial Bid means the part of offer that provides price schedule.
10. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
11. Performance security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the Client.
12. Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment, by professional, technical and financial standing of the bidder, conformity to specifications etc.
13. Products mean all of the equipment, Hardware, Software, supplies and consumable items that the SP is required to install or provide under the contract, plus the associated documentation.
14. Project Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way; the relevant provisions of the Contract shall prevail in each and every instance.
15. Specification means the functional and technical specifications or statement of work, as the case may be.
16. Tender call or invitation for bids means the detailed notification seeking end to end solution.
17. Three part bid or Two Stage bid means the EMD, PQ and technical bids, financial bid are put in separate files and their evaluation is sequential.
18. Go-live shall be defined as the date of acceptance of prerequisite conditions as specified in subsequent clauses.

6. Request for Proposal

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

The intent of this RFP is to invite proposals from the agencies/Firms/Companies (also referred to as bidders) to enable the Assembly Secretariat to select a Service Provider for conducting Examination process and related activities.

6.1. Background Information

Basic Information

- a) Bihar Legislative Assembly Secretariat invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies / Agencies (“Bidders”) for selection of “Service Provider”.
- b) Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered in this procurement process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

6.2. Project Background

BLAS intends to implement a system that will manage the recruitment examination process. The system shall mainly comprise of the following activities:

- Application designing
- Generation / Download of Admit cards
- Preparation of centers for Computer based exam
- Secured Question paper/s creation
- Conduct of Computer Based Examination
- Setting-up of Help desk
- Preparation/compilation of Result
- Generation of Merit List

6.3. Key Information

- Total number of candidate to be assessed will be approximately as follows :-
 - (i) For end to end computer based recruitment – 80,000 (Approx)
 - (ii) For Non examination process – 1,00,000 (Approx)
- Exam will be conducted in multiple-shifts in the major cities of Bihar (preferably in Patna) on multiple days.
- Tentative date of the examination – Date will be decided immediately after selection of Service Provider.

7. Scope of Work

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

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase

Note – Following shall be made available by BLAS:

- Newspaper Notice

Note- Following shall be made available by the Bidder

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

7.1. Pre Examination Phase

- The Bidder should design the application for candidates to register themselves for the Computer Based Examination and make online payment of exam fees.
- The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
- The Bidder is expected to draw the examination plan and design the examination processes as follows:
 - Complete Security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Candidate handling process
 - Mapping of candidates details with Exam Centers
 - Validation and verification of identity
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/seat allocation and handling of security parameters
 - Bulk/individualized SMS
 - Bulk/individualized emails
 - Customer care number for responding to queries
- The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
- The Bidder shall provide specifications for Hardware and Software required at all stages of the examination.
 - Application management and generation of Admit cards
 - Exam Centers
 - Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- The Bidder shall provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256 bit AES encryption along with proper training for the usage of the software.

- The Bidder shall securely transmit, download, install and implement Question Papers from Customer location to the examination centers.
- The Bidder shall identify required Exam Centers in the major cities in Bihar ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 110 systems available per shift.
- The Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for uninterrupted power.
- The Bidder shall carry periodic audit at Exam Centers for
 - Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Keyboards etc.
 - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - Working condition of UPS and Generator.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- The Bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- The Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 9 a.m. to 6 p.m. on normal working days basis.
- The Bidder shall host and manage the examination process through intranet based solution at Exam Centers.
- The Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Bidder at the examination center after verification of the documents.
- The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card
- The Bidder shall ensure complete registration process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine.
- The Bidder shall arrange/provide adequate displays and provide required instructions/information to the candidates appearing for exam at Exam Centers.
- All pre-examination phase processes shall be carried out by the Bidder in consultation with BLAS.

7.2. Examination Phase

- The Bidder shall provide adequately trained manpower as per the ratio mentioned below: Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Bidder;
 - i. Exam Centre Administrator - 1
 - ii. IT Manager - 1 per 250 nodes (minimum 1 per center)
 - iii. Invigilators - 1 per 25 nodes with a minimum of 2 in a room
 - iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centers) and locations
 - v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centers)

vi. Peons - Minimum 2 per 100 students

The above staff should be increased proportionally on the basis of size of the center in terms of nodes for exam.

- The Examination shall be computer based with the questions being provided on screen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Bidder.

- Must support at least 100 terminals without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each terminal with time stamp for audit purposes.
- The Bidder shall complete registration process of the candidates after they report at the exam center.
- Biometric fingerprint of candidates will be captured after they have taken their allotted seat in the exam centre.
- The Bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
- The Bidder shall provide blank paper sheet/s to the candidates as per requirement.
- The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in BLAS at Patna. The data should be real time data generated from each Exam Centre during the examination.
- Each of the examination halls should be equipped with CCTV with provision for constant recording during the conduct of exam. CCTV footage of each exam centre will have to be submitted to BLAS after conduct of exam.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hours from each exam center. Other data such as attendance sheet, fingerprint, seating plan etc. (if any) should be sent to BLAS within 7 days of conclusion of each exam shift.

7.3. Post Examination Phase

- The Bidder shall calculate marks obtained by each candidate as per requirement of BLAS.
- The candidate's responses, biometric, audit trails should be uploaded automatically from the local server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.

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

Note:

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

8. Essential Technical Pre-requisite

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the Bidder must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required support services sought by BLAS. The bid must be complete in all respect and shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to the Bidders who qualify the eligibility criteria as given below:

1. The bidder should be a company registered under the Companies Act, 1956 and its subsequent amendments and should have experience in fields of organizing tests and exams for more than 5 years. The bidder should have a registered office with legal presence in India. The relevant Registration certificate of the bidder like Self attested copy of Memorandum & Articles of Association of a Company/ shall be provided.
2. **Consortium or JV of legally separate entities is not allowed.**
3. The bidder shall have satisfactorily conducted computer-based examinations for at least 5 (Five) Government Departments/ Central PSUs/ State PSUs/ State Govt./Higher Educational Institutions/Universities etc. over last 5 years as on date of bid submission
4. The bidder should have conducted computer based examinations for a minimum of 10 lakh candidates in last 5 years.
5. The bidder should have experience of setting question papers for at least 10 clients over last 5 years, out of which the bidder should have set bilingual question papers for 5 nos. of Government Departments / Central PSUs/ State PSUs/ State Govt./ Higher Educational Institutions/University clients. The bidder should also have the experience of conducting at least one multi batch examination for the same post. An undertaking / Self-Declaration is to be submitted in this regard with customer details.
6. The bidder should have an average annual turnover of at least Rs. 50 Crore for the last three Financial Years i.e. 2015-16, 2016-17 & 2017-18 from examination and recruitment related works. For the same the bidder should submit audited balance

sheets along with separate certificate signed by a Chartered Accountant specifically mentioning turnover from examination and recruitment related works for each FY.

7. The bidder should have at least 150 nos. of manpower on its payroll (on permanent basis) as on 01.08.2018. An undertaking is to be submitted in this regard.
8. The bidder should not be blacklisted by any Government Departments/ Central PSUs/ State PSUs/ State Govt./Higher Educational Institutions/Universities as on date of bid submission.
9. Bidder should have a valid Goods & Service Tax (GST) registration and TIN/PAN. The Bidder should also possess ISO-9001, ISO-27001, CMMI level 3 or above certificate.

9. Evaluation of Technical Bids:

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

| S. No. | Technical Criteria | Parameters & scale | |
|---|---|---|----------|
| Experience in fields of organizing tests and exams (10 Marks) | | | |
| 1 | The bidder should have experience in field of organizing tests and exams in India | >=5 years and <9 years | 3 Marks |
| | | >=9 years and <13 years | 5 Marks |
| | | >= 13 years | 10 Marks |
| Number of Clients for which computer-based examinations conducted (15 Marks) | | | |
| 2 | The bidder shall have satisfactorily conducted computer-based examinations for at least 5 Government Departments/ Central PSUs/ State PSUs/ State Govt./Higher Educational Institutions/Universities etc. in last 5 years | > = 5 and <7 | 5 Marks |
| | | > =7 and <10 | 10 Marks |
| | | > = 10 | 15 Marks |
| Bidder's experience in CBT (Computer Based Test) in Bihar (10 Marks) | | | |
| 3 | The Bidder should have experience of conducting Computer Based Test (CBT) process in the state of Bihar. | >=5,000 and <20,000 | 5 Marks |
| | | >=20,000 and <50,000 | 8 Marks |
| | | >=50,000 | 10 Marks |
| Bidders Financial Capability (15 Marks) | | | |
| 4 | The bidder should have an average annual turnover of at least Rs. 50 Crore for the last three Financial Years i.e. 2015-16, 2016-17 & 2017-18 from examination and recruitment related works. For the same the bidder should submit audited balance sheets along with separate certificate signed by Chartered Accountant specifically mentioning turnover from examination and recruitment related works for each FY | Average Annual Turnover from examination and recruitment related works (15 Marks) | |
| | | >= 50 Crore and < 75 Crore | 5 Marks |
| | | >=75 Crore and < 100 Crore | 10 Marks |
| | | >= 100 Crore | 15 Marks |
| Bidder's Certifications (10 Marks) | | | |
| 5 | The bidder should have Cert-In (for Computer based Examination Software), CMMI Level 3 certifications, ISO 9001, ISO 27001 (Proofs to be submitted) | ISO 9001, 27001, CMMI level 3 or above. | 3 Marks |
| | | ISO 9001, 27001, CMMI Level 3 or above, Cert-in Certificate (For Computer Based Examination Software) | 5 Marks |

| | | | |
|---|---|--|----------|
| | | ISO 9001, 27001, CMMI Level 3 or above, Cert-in (for Examination Software) and STQC certificate for test platform. | 10 Marks |
| 6 | Presentation to Technical Evaluation Committee on Technical Solution and methodology. | | 40 Marks |

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, sub criteria, Essential Technical Pre-requisite criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP (including Essential Technical Pre-requisite criteria). Bidders shall be called for Presentation before Evaluation Committee on 05th September, 2018. The bidder would present their approach and methodology of executing the assignment. The bidder may also highlight various issues envisaged by them in carrying the assignment and their approach for handling those issues.

Technical score (Tn) for each bidder will be arrived at after totaling each their respective score on parameters as per S. No. 1 – 5 and marks allotted by the Evaluation Committee on the presentation made by the bidder.

At this stage, minimum qualifying Technical score (Tn) will be 70 marks (out of 100). Financial Proposals of only such technically qualified bidders who have scored 70 or more marks on Technical criteria (as above) will be opened.

10. Evaluation of Bids

Financial Bid (F_b)

There are two type of activities involved in this recruitment process and the bidder has to submit separate quotes for each of the activity listed below.

1. Activity-I: End to End Computer Based Recruitment Test which involves Online application processing with payment gateway support, SMS & Email support, Help Desk support (telephonic & email), Question paper setting, conduct of computer based Recruitment Test, handling candidate representations post examination, result processing and Merit list generation
2. Activity-II: Non Examination Process which involves Online application processing, generation and issue of the call letters through online mode to all the eligible candidates for the document verification to be conducted in Patna as applicable. Sending communications to the candidates though email & SMS, providing the printed copies of the documents submitted by the candidate in online mode as docket, score compilation and generating Merit list in coordination with BLAS

However, for determining the financial bid / Final commercial offer of a technically qualified bidder, the method of **aggregate of weighted average of rates quoted for the two activities will be considered**. The Activity-I and Activity-II will be assigned a ratio of 90:10 respectively. For determining final commercial offer / Financial bid (**F_b**), rates quoted by the bidder for an activity will be multiplied by the ratio.

For example, the rates quoted in financial bid will be determined as under:

Rate quoted for Activity-I (In Rs.) X 0.90 + Rate quoted for Activity-II (In Rs.) X 0.10 = Aggregate of weighted average (In Rs.) will be considered as the financial bid (**F_b**) of a bidder for Evaluation process.

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

(ii) The Bidders will have not to quote more than Rs. 50/- for "Activity-II Non Examination Process"

Evaluation of Financial Bids: BLAS shall also notify the shortlisted firms after the technical evaluation. The Financial Proposals shall be opened at 11:30 Hrs on 10th September, 2018 in the presence of the Bidders (representatives who choose to attend). The name of the Bidders and the technical and presentation scores of the bidders shall be read aloud. The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for other Financial Proposal is inversely proportional to its quoted price. The commercial scores will be calculated as

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

F_n = financial score of the bidder under consideration

F_b = Financial bid by the Bidder under consideration

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

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

$$B_n = 0.80 * T_n + 0.20 * F_n$$

Where B_n = overall score of bidder under consideration

T_n = Technical score for the bidder under consideration

F_n = financial score of the bidder under consideration

The bidder with highest score shall be awarded the work. After completion of final evaluation process if client find there are more than one bidder scoring equal points, only such bidders will go in for negotiation offer with the client and the Negotiation may be called for techno-commercial negotiations. During the negotiations a revised Commercial Bid will be taken from the representative of the Bidder by way of sealed bids. This offer will replace/supersede the earlier Commercial Bids.

The scoring system of this "Quality-Cum-Cost-Based" to be used for obtaining final scores is illustrated below. Technical proposal score & Financial proposal offer & scores shown below have been assumed for illustration purpose only.

| | Technical Proposal | Financial Proposal | Combined Score |
|--|---------------------------|---------------------------|-----------------------|
|--|---------------------------|---------------------------|-----------------------|

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

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

11. Important Instructions

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

10. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by BLAS.

12. General Information

The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.

The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

The bidder should enclose bid security (EMD) of BLAS in form of Demand Draft from any bank drawn in a favour of **D.D.O. Bihar Vidhan Sabha, Patna**, payable at Patna. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year, equal to ten percent (10%) of contract value within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. BLAS may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless BLAS calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The tender document has to be downloaded from BLAS web site (www.vidhansabha.bih.nic.in). The technical and financial documents should be kept separately in sealed envelopes and both these envelopes should be kept in one envelope super scribing "Tender for selection of Service provider

for conduct of examination process and related activities for different posts in BLAS” so as to reach BLAS by 15:00 Hrs. on 04 September, 2018. Late tenders shall not be accepted. The technical bid shall be opened on the same day at 16:00 Hrs. in the presence of bidders who may like to be present.

BLAS reserves right to award the work/cancel the award without assigning any reason. Initially the contract will be for Three years and may be extended for 2 more years depending upon successful completion of the job and performance review and upon mutual agreement of the parties.

All disputes arising shall be subject to the jurisdiction of appropriate court of Bihar state alone and shall be governed by the law of India.

In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 30 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by client for adjudication. Arbitration shall be held in Patna and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be Patna or such other places as the arbitrator may decide. The arbitrator shall make an award, which shall be final and binding on the Parties. Pending the submission of and/or decision on the Dispute and until the arbitral award is made, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Patna.

Subject to this provision, any dispute arising out of or in connection with or as a consequence of this Agreement shall be subject to the exclusive jurisdiction of the courts at Patna.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc, which shall not exceed more than 10% of the contract value.

Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts in Bihar state only

- Even though bidders may satisfy the above requirements, they may be disqualified: If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, BLAS has the right to cancel or modify the tender.

The technical bid shall consist of –

- Technical information as desired in prescribed format.

- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure III
- Technical and Administrative manpower available for this work as per Annexure IV
- Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.
- EMD.

13. Appointment of Successful Bidder

13.1. Award Criteria

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

13.2. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

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

13.3. Notification of Award

Prior to the expiration of the validity period, BLAS will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, BLAS may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, BLAS will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

13.4. Performance Guarantee

BLAS will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 10% of the total cost. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, BLAS at its discretion may cancel the order placed on the selected bidder without giving any notice. BLAS shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or BLAS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

13.5. Signing of Contract

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

13.6. Penalty

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

13.7. Time Frame

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

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

13.9. Processing Norms

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

13.10. Payment Schedules

The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule. No advance payment shall be made.

13.11. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, BLAS shall reject a Proposal without being liable in any manner whatsoever to the

Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, BLAS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

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

_ “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of BLAS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of BLAS , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of BLAS in relation to any matter concerning the Project;

_ “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

_ “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by BLAS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

_ “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

13.12. Force Majeure

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

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

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

13.13. Proprietary Rights

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

13.14. Limitation of Liability

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

ANNEXURE- I

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

| S. No. | Details | (1) 2017-18 | (4) 2016-17 | (5) 2015-16 |
|-----------|--|----------------|----------------|----------------|
| i) | Annual Turnover from examination and recruitment related works | | | |
| ii) | Company's overall Annual Turnover | | | |

- Up to date Income Tax Clearance Certificate.

Note: Attach additional sheets, if necessary.

(Signature of Bidder)

ANNEXURE- II

DETAILS OF SIMILAR WORKS (Conduct of CBT) EXECUTED

| Sr. No. | Name of Work/ Project & Location | Owner of sponsoring organization | Total no of candidate | No of Candidates in single shift | Date of commencement as per contract | Actual date of completion | Name, Designation and Address/telephone number of officer to whom reference may be made | Remarks |
|---------|----------------------------------|----------------------------------|-----------------------|----------------------------------|--------------------------------------|---------------------------|---|---------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

(Signature of Bidder)

ANNEXURE – III
STRUCTURE OF THE ORGANIZATION

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statues).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Trust :
 - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Are you debarred/black listed by any organization as on date of bid submission? If so, give details.
7. Area of specialization and Interest
8. Any other information considered necessary but not included above.

(Signature of Bidder)

ANNEXURE - IV

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

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

(Signature of Bidder)

FINANCIAL BID

(In Indian Rupees)

| Sr. No. | Particulars | Price per candidate scheduled (in figure) | Price per candidate scheduled (in words) |
|---------|--|---|--|
| 1. | Activity-I: Conduct of end to end computer based examination (as explained on page no. 14 to 16) | | |
| 2. | Activity- II: Non Examination Process(as explained on page no. 14 to 16) | | |

The rates quoted shall be exclusive of duties and taxes.

Date

(Signature of Bidder along with company stamp)