

Government of Bihar (GoB)

**REQUEST FOR PROPOSAL
FOR
SELECTION OF SERVICE PROVIDER FOR DESIGN, DEVELOPMENT,
CUSTOMIZATION AND IMPLEMENTATION OF COMPUTER BASED
TEST FOR DEPARTMENTAL EXAMS FOR OFFICERS OF GOVT. OF
BIHAR**



बिहार सरकार

Issued by:

SECRETARY, BOARD OF REVENUE

Old Secretariat, Patna-800015, Bihar

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Tender Ref. No.: BOR/05/RFP/SI/2017 Dated 11.01.2018

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DISCLAIMER

The information contained in this Tender or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of the BOR or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this Tender and such other terms and conditions subject to which such information is provided. This Tender is issued by the BOR.

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

The assumptions, assessments, statements and information contained in this Tender, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Tender and obtains independent advice from appropriate sources. Information provided in this Tender to the bidders is on a wide range of matters, some of which depends upon interpretation of law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BOR accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The BOR its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, and rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Tender and any assessment, assumption, statement or information contained therein or deemed to form part of this Tender or arising in any way in this Selection Process. The BOR also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this Tender.

The BOR may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

The issue of this tender does not imply that the BOR is bound to select an Bidder or bidders, as the case may be, for the Project and the BOR reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the BOR or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the BOR shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

Abbreviations

Terms	Description
BEC	Bid Evaluation Committee
BOR	Board of Revenue
CBT	Computer Based Test
COTS	Commercial-of-the-Shelf
CV	Curriculum Vitae
EMD	Earnest Money Deposit
FAT	Final Acceptance Test
FRS	Functional Requirement Specification
GoB	Government of Bihar
L1	Lowest financial quote
LOI	Letter of Intent
MIS	Management Information System
O&M	Operation and Maintenance
PBG	Performance Bank Guarantee
RFP	Request for Proposal
SI	System Integrator
SLA	Service Level Agreement
SP	Service Provider
SRS	Software Requirement Specification
UAT	User Acceptance Test

Definitions

Sl. No.	Term	Definition
1	Agreement/ Contract	The Agreement entered between the BOR 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 commercial 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, dealers, suppliers, 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	Intellectual Property Rights	All rights in written designs and copyrights, moral rights, rights in databases and Bespoke or COTS Software / Pre-existing work including its up-gradation systems and compilation rights (whether or not any of these are registered and including application for registration);
6	Performance Security	Unconditional guarantee provided by the Bidder from a Nationalized Bank in favor of the buyer/client
7	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
8	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)/Service Provider
9	RFP/ Tender Document	Written solicitation that conveys to the Bidder, requirements for products/ services that the BOR intends to buy and implement
10	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, source code of Web Portal, etc.

FACT SHEET

Nature of Project Work	RFP for Selection of Service Provider for Design, Development, Customization and Implementation of Computer Based Test for Departmental Exams for Officers of Govt. of Bihar
Start Date & Time for sale of tender document on website	11/01/2018 at 12:00 PM https://www.eproc.bihar.gov.in
Email ID to send Pre-bid queries	boardofrevenuebihar@gmail.com
Last date to submit Pre-bid queries	17/01/2018 at 02:00 PM
Date, Time of Pre-bid meeting	19/01/2017 at 03:00 PM onwards
Place for Pre-bid meeting	Board of Revenue, Old Secretariat, Patna, Bihar-15
Last date and time for sale of tender document	29/01/2018 at 11:00 AM
Last date and time for bid submission	29/01/2018 at 02:00 PM https://www.eproc.bihar.gov.in
Date, Time and Place of opening of pre-qualification & Technical Bids	29/01/2018 , 03:00 PM Board of Revenue, Old Secretariat, Patna
Date, Time and Place for Technical Presentation	To be intimated
Date, Time and Place of opening of Commercial Bids	To be intimated
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
RFP document fee (Non- refundable and Not exempted)	Tender fee of Rs 5000/- (Rupees Five Thousand only), including Service Tax, in the form of a Demand Draft issued by a nationalized bank, drawn in favor of “Secretary, Board of Revenue, Patna, Bihar” payable at Patna, to be submitted on or before last date & time of bid submission
Earnest Money Deposit	INR 4,00,000/- (Rupees Four Lakhs only) The EMD in the form of a Bank Guarantee / Demand draft issued by a Nationalized Bank, in favor of “Secretary, Board of Revenue, Patna, Bihar”, payable at Patna, with validity period of 6 months from the bid submission due date, to be submitted on or before last date & time of bid submission
Performance Bank Guarantee	10% of total contract value (to be submitted within 15 working days from date of notification of award) in the form of Bank Guarantee from Nationalized
Tender Inviting Authority and Contact Person	Secretary, Board of Revenue, Old Secretariat, Patna, BIHAR Tele: 0612-2215676, Fax: 0612-2215677

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

INVITATION TO PROPOSAL

Date: 10.01.2018

1. Board of Revenue (BOR), Government of Bihar, Old Secretariat, Patna, Bihar hereby invites Proposals from reputed, competent and professional firms / organizations/ agencies, who meet the minimum eligibility criteria as specified in this bidding document for the “Design, Development, Customization and Implementation of Computer Based Test for Departmental Exams for Officers of Govt. of Bihar” as detailed in the "Scope of Work" section 4 of this RFP document.
2. The complete bidding document shall be published on <https://www.eproc.bihar.gov.in> for the purpose of downloading. The downloaded bidding document shall be considered valid for participation in the electronic bidding process (e-Procurement/ e-Tendering) subject to the submission of required tender/ RFP document fee in DD and EMD through Bank Guarantee/DD and in favor of “**Secretary, Board of Revenue, Patna, Bihar**” payable at **Patna** and must be submitted physically as per schedule date and venue mentioned in the section 2 of the RFP, failing which the bid will be summarily rejected.
3. Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Secretary
Board of Revenue
Old Secretariat, Patna
BIHAR

SECTION –1: INTRODUCTION

1.1. About Board of Revenue

The Board of Revenue (BOR) of the State Government of Bihar, India was formed and started functioning under the Bihar and Orissa Board of Revenue Act, 1913. Board of Revenue, Govt. of Bihar conducts departmental exams for Gazetted officers of following services - I.A.S., B.A.S, I.P.S., B.P.S, IFS, Jail Service, Rural Development Service, Bihar Employment Service, Bihar Labour Service, SC/ST welfare Service, Audit Service, Excise Service, Agriculture Service, Veterinary Service, Secretariat Assistants etc.

1.2. Existing System for Conducting Exams in Board of Revenue

The rules for conducting the examinations are provided by the Board of Revenue in coordination with the concerned departments of Govt. of Bihar. This includes detailed information regarding the eligibility of the applicant, minimum educational qualifications, age limit, work experience, selection process, procedure for filling the application forms, issue of test admit cards, test center etc.

The Board has an in-house examination center at Old Secretariat, Patna. To ensure adequate transparency in the examinations, observers are appointed to watch the proceedings of the examination and submit their reports to the Board.

Question papers for Gazetted officer's exams are both objective and subjective type in which the examinee is required to write the answer in the provided question booklet only. But in case of exams for non-Gazetted officers, question paper consists of both objective and subjective type question in which the examinee is required to write the answer in a separate answer sheet provided during the examination period.

At present, existing process for conducting examination activities are limited to registration of candidates, submission of examination form, and generation of Admit card through BOR website which is maintained by NIC. Therefore, there is a requirement of automated end to end dedicated application software for conducting entire examination process (Computer Based Test).

The Computer section of the Board of Revenue prepares the application form and receives applications which are submitted online by the candidates. After receiving the submitted application form from candidates, Computer section issues Test Admit Cards online, conducts paper based exams and prepares results. The results are prepared with adequate security and secrecy. The results are declared and uploaded on the BOR website. Board also shares the results related data and other relevant information with the concerned departments manually. Exams are conducted by Board of Revenue, Govt. of Bihar twice a year i.e. during June-July & Nov-Dec.

Apart from above, the Board of Revenue also conducts Revenue Court training for probationary I.A.S and B.A.S officers. On completion of Revenue Court training the probationary officers are directed to submit revenue case records according to specified format in the form of manuscripts as directed by Central Examination Board, Bihar.

1.3. Project Background

Board of Revenue intends to implement a system through which Computer Based Test can be conducted for the eligible Gazetted/Non-Gazetted Officers of Government of Bihar. All the processes with respect to examinations like maintaining Question Bank, receiving applications from candidates, issuance of admit card and declaration of results are to be done through newly developed BoR website which would be integrated with CBT application software. The examination is intended to be held on daily basis with the maximum sitting capacity of 100 numbers.

Board of Revenue is looking for a service provider which can handle the following activities in the manner specified in this document.

- Customization of CBT based COTS product or design, development, testing and deployment of CBT software.
- Design and develop Web Portal.
- Integrating the existing BoR website with the newly developed web portal for receiving online application, examination fee through payment gateway etc.
- Develop a robust & comprehensive Question Bank maintaining approximately 75000 questions for BOR Exam in Hindi and English.
- Provide services of manpower in exam center for BOR.
- Facilitate candidates for registering, scheduling and appearing in the Exams.
- Setup Helpdesk support in BOR exam center for candidates.
- Consolidate candidate response, perform necessary analysis, generate score cards and publish on BOR Web Portal.
- MIS/customized report generation, as desired by BoR
- Operation & Maintenance for 3 years

Board of Revenue also intends to have an online system for downloading template of Revenue case record. The system should also have facility to eligible probationary officers of some specific cadres to draft, upload and submit the Revenue case records through their credentials. The controlling authority will evaluate these case records online and finally issue a certificate of acceptance.

1.4. Key Advantages of CBT

1. Easy authentication of candidate through Aadhaar Biometric system
2. Flexibility in booking exam as per convenience
3. Instant result declaration after completion of exam
4. Easy to manage the records of candidates
5. Minimal human intervention required in examination process
6. Enhanced security
7. Consistency and Reliability
8. Availability of candidate's event records for Audit trail
9. Random questions will be picked up from question bank to ensure that no two candidates sitting beside receive same questions at a particular time
10. Completion of exam for each batch on due time as set in CBT system.

SECTION –2: INSTRUCTIONS TO BIDDERS

2.1. Eligible Bidders

Secretary, Board of Revenue, Patna, Govt. of Bihar invites bidders to submit their technical bids and financial offers for the project of ‘Design, Development, Customization and Implementation of Computer Based Test for Departmental Exams for Officers of Govt. of Bihar’ in accordance with conditions and manner prescribed in this bid document. All the pre-qualification criteria have to be met by the bidder in order to participate in Technical as well as financial bid.

2.2. Compliant Proposals/Completeness of Response

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

2.3. Consortium and Sub-Contracting Conditions

Consortium & sub-contracting is not allowed.

2.4. Proposal Preparation Cost

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

2.5. Rights to terminate the process

- a) BOR may terminate the RFP process at any time and without assigning any reason.
- b) Participation in this RFP does not confer any rights to the bidders. The bidder's participation in this process may result Board of Revenue to select a bidder for further engagement in discussions and negotiations toward the execution of contract. However, the commencement of such negotiations does not signify a commitment by BOR to execute a contract. The BOR may terminate negotiations at any time without assigning any reason.

2.6. RFP Document Fees

The bidder may download the RFP document from the website <https://www.eproc.bihar.gov.in>. RFP document fee of Rs 5000/- (Rupees Five Thousand only) should be in the form of a Demand Draft issued by a nationalized bank, drawn in favor of “Secretary, Board of Revenue, Patna, Bihar”, payable at Patna. Proposals received without or with inadequate RFP Document fees shall be rejected.

2.7. Bid Security/ Earnest Money Deposit (EMD)

- i. All the bids, which will be submitted in response to this RFP document shall be accompanied by Earnest Money Deposit (EMD) of Rs. 4, 00,000/- (Rupees Four Lakhs only) in the form of Demand Draft or Bank Guarantee valid for a period of 6 months from the bid submission due date, issued by a nationalized bank, drawn in favor of “Secretary, Board of Revenue, Patna, Bihar”, payable at Patna.
- ii. **Forfeiture of Earnest Money Deposit (EMD)**
The EMD submitted along with the bid will be forfeited under the following conditions:
 - a) If the bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
 - b) If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
 - c) If the Bidder tries to influence the evaluation process.
 - d) If the Bidder withdraws his Bid during evaluation.
 - e) If the Bidder does not accept the correction of errors in his bid.
 - f) If the Bidder is successful but fails to sign the Contract within the time stipulated by the BOR.
 - g) If the Bidder refuses to take up the job within the time specified by the BOR.
 - h) If the Bidder, having been notified of his selection, fails or refuses to submit the required Performance Bank Guarantee within the time specified by the BOR.

iii. **Refund of EMD**

The EMD will be refunded as per the following terms and conditions:

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

2.8. Mode of Bid Document Fee & EMD submission

- The bidder must submit the original Demand Draft for Bid Document Fee and Bank Guarantee / Demand draft for EMD within the bid submission due date & time to the under mention:
Secretary,
Old Secretariat, Board of Revenue, Patna, Bihar-800015.
- An envelope containing Bid Document Fee and EMD is to be super scribed as “**Bid Document Fee & EMD for Design, Development, Customization and Implementation of CBT for Departmental Exams for Officers of Govt. of Bihar**”. The envelope is to be submitted physically at above mentioned address.
- A scan copy of both the DD also to be submitted online on eProc website at the time of online proposal submission.

2.9. Bid Queries and Pre-bid meeting

All enquiries from the bidders related to this Bid Document must be submitted to email id: boardofrevenuebihar@gmail.com only in editable excel format. The queries should necessarily be submitted as per format given in ANNEXURE-I.

BOR will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in Section 1. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

1. Queries, which will be submitted after the specified deadline or which do not adhere to the specified format may not be responded. All the responses to the queries (clarifications / corrigendum) will be available on the BOR website (<http://www.boardofrevenue.bih.nic.in>) and eproc website <https://www.eproc.bihar.gov.in>. The last date & time of receiving pre-bid queries will be as per the schedule provided in this RFP.

2.10. Late Bids and Bid Validity Period

Bids received after the due date and time (including the extended period if any) for any reason whatsoever, will not be entertained and will not be opened in the e-Tendering system. All bids should remain valid for a period of 180 days from the bid submission date and BOR reserves the right to reject a bid valid shorter than 180 days considering as non-responsive without any correspondence. In special circumstances, BOR may solicit extension of the period of validity from a bidder. The request and the response thereto will be made in writing. Extension of validity period by the bidder shall be unconditional. The validity of the EMD provided shall also be sufficiently extended. Bidder granting extension of validity will not be permitted to modify its technical or financial bid.

2.11. Language

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

2.12. Issue of Corrigendum

- BOR will formally respond to the pre-bid queries after the pre-bid conference.
- BOR will endeavor to provide timely response to all queries. However, BOR makes no representation or warranty to the completeness or accuracy of any response; nor does BOR undertake to answer all the queries that have been raised by the bidders.
- At any time prior to the last date for receipt of bids, BOR 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.boardofrevenue.bih.nic.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, BOR may, at its discretion, may extend the last date for the receipt of Proposals.
- BOR reserves the right not to respond to any/all queries raised or clarifications sought, 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.

2.13. Modification and Withdrawal of Proposals

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the validity period as specified in this RFP. Entire EMD may be forfeited if any of the Bidder withdraw the Bid during the validity period.

2.14. Confidentiality

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

2.15. Currency

The offer must be given in Indian Rupees only.

2.16. Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien. The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

2.17. Bid Submission Format

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

2.18. Applicable Law

The contract shall be interpreted in accordance with the laws of the Government of Bihar.

Governing Law and Choice of Forum:

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

SECTION-3: PROPOSAL INSTRUCTIONS AND CONDITIONS

3.1. 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) have to be paid through **e-Payment** mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
6. Cost of RFP/ Form Fee have to be paid through **Demand Draft** only.
7. "Earnest Money Deposit (EMD) have to be paid only through manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD which may be a DD/BG or any other instrument that should be submitted in the tendering authority office on/before last date and time of bid submission."

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.

3.2. Openings of Bids

- a. The Bid submitted without EMD, will be summarily rejected. Only those Bid for which EMD is received will be eligible for opening.
- b. Total transparency will be observed and ensured while opening the Proposals/Bids
- c. BOR reserves the rights to postpone or cancel a scheduled Bid opening.
- d. First, Pre-qualification Proposals would be opened. Bids not accompanied with the requisite EMD or whose EMD is not in order will be rejected.
- e. Technical Proposals of Bidders would be opened for only those bidders who pass the Pre-qualification criteria.
- f. As per schedule date & time, Commercial Proposal would be opened of those Bidders who qualifies in the Technical qualification criteria with minimum 70 score. All Bids would be opened in the presence of Bidders' representatives who choose to attend the same.
- g. BOR will continue the process of opening the bids of all the bidders even in case of absence of one/ all the bidders participated in the bidding process.
- h. During Bid opening, preliminary scrutiny of the Bid documents will be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. BOR has the right to reject the bid after due diligence is done.

3.3. Method of Submission of Tender Form

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

3.4. Evaluation Process

- a. The Bid Evaluation Committee (BEC) constituted by the BOR will evaluate the bids.
- b. The Bid Evaluation Committee will review the Pre-qualification Proposal of the Bidders to determine whether the requirements as mentioned in Section 3.6 of the RFP are met. Incomplete or partial Proposals are liable for disqualification. All those Bidders who qualify the Pre-qualification criteria stage will be selected for opening of the Technical Proposal.
- c. The Bid Evaluation Committee will review the Technical Proposal of the pre-qualified Bidders to determine whether the Technical Proposals are fully complied with technical parameters defined in section 3.7.4 or not . Bids that are not complied will be disqualified and the Bid Evaluation Committee reserve the rights to seek clarification if required.

- d. 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 Section 3.7.2 of the RFP shall technically qualify for the commercial evaluation stage.
- e. The Commercial Proposals of the technically qualified Bidders will then be opened and reviewed to determine whether the Commercial Proposals are complete and as per requirements.
- f. Please note that the Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process

3.5. Evaluation Criteria

1. The overall objective of this evaluation process is to select the capable and qualified company/firm for the subject Project of Board of Revenue, Govt of Bihar.
2. First the Pre-Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations. Technical Proposal and Commercial Proposal of Bidders who do not meet the Pre-Qualification 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.
6. Costs of capital investments quoted in the project should not exceed more than 40 (forty) percent of total costs of the fixed scope of the project. In case the bidder quotes higher figures towards capital costs the same shall be restricted to 40 (forty) percent and the balance shall be made a part of Quarterly OPEX payments.
7. The total manpower support cost for the O&M period should not exceeds maximum 25% of the total Operation & Maintenance Cost.

3.6. Pre-Qualification Criteria

Sl. No.	Pre-Qualification Criteria	Documentary Evidence
1	The bidder should be a company registered under Indian Companies Act, 1956 / 2013	Certificate of Incorporation/ Registration Certificate.
2	Bidders should registered with the GST Authorities in India	Copy of Registration Certificates with the GST Authorities
3	The bidder should have average annual turnover of Rs. 10 Crores or more in last 3 financial years (2014-15, 2015-16 and 2016-17).	Copy of the audited Profit and Loss Statement of the company and Certificate from the Chartered Accountant
4	The bidder should have positive net worth and should be a profit making entity in last financial year (2016-17).	Certificate from the Chartered Accountant clearly stating the net worth.
5	The bidder should have successfully conducted 3 computer based exams in academic entrance or recruitment domain for Government Departments/PSU/Nationalized Bank in last 3 FY (2014-15, 2015-16 and 2016-17).	Self-attested work Order along with execution/ completion Certificate for each of such computer based exams.
6	The bidder should have successfully conducted Computer Based Exams for more than 1 lakhs candidates in last 3 FY (2014-15, 2015-16 and 2016-17).	Work Orders/Completion Certificates/Documents showing successful completion of Exams for a total of more than 1 lakhs candidates.
7	The bidder should have completely own the solution (including exam software and Question bank development software) for Computer Based Examination which is being proposed in the technical bid. The solution should have been successfully implemented in India.	Self-Declaration of owning and having full IPR of Computer Based Examination Solution on the letter head of bidder. Work Order/Completion Certificate/Documents showing successful implementation of solution.
8	The Bidder should have a valid CMMI level 3 or above OR ISO 9001 Certification	Copy of CMMI level 3 or above OR ISO 9001 Certificate
9	The Bidder should have a valid ISO 27001:2013 Certification	Copy of ISO 27001:2013 Certificate
10	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.	Declaration of non-blacklisting on bidder's letter head.
11	RFP Document Fee and Bid Security/ EMD	The Bidder should furnish, as part of its proposal: i) Should have made a payment of INR 5,000/- (Rupees Five Thousand only) (non-refundable) for the cost of RFP/ Tender Fee. ii) EMD of INR 4,00,000/- (INR Four Lakhs only) iii) A non-refundable e-procurement charges of Rs 1180/-

Note: Kindly submit the respective documents as per Annexure-II

3.7. Technical Proposal

3.7.1. Opening of Technical Bid

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

3.7.2. Evaluation of Technical Bids

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.

3.7.3. Clarification

If deemed necessary, BOR 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. BOR 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.

3.7.4. Technical Evaluation Parameter

Sl. No.	Technical Evaluation Parameter	Point System	Max. Marks	Supporting
1	The bidder should have average annual turnover of Rs. 10 Crores or more in last 3 financial years (2014-15, 2015-16, 2016-17)	<ul style="list-style-type: none"> • ≥ 10 crores and ≤ 15 crores: 10 Marks • >15 crores and ≤ 25 crores: 15 marks • >25 crores: 20 marks 	20	Copy of the audited Profit and Loss Statement of the company and Certificate from the Chartered Accountant
2	The bidder should have successfully conducted 3 CBT in academic entrance or recruitment domain for Govt. Department./PSU/Nationalized Bank in last 3 financial years (2014-15, 2015-16, 2016-17)	<ul style="list-style-type: none"> • ≥ 3 CBT exam and ≤ 5 CBT exam: 10 marks • >5 CBT exam and ≤ 10 CBT exam: 15 marks • >10 CBT exam: 20 marks 	20	Copy of work order along with execution/ completion Certificate for each of such computer based exams.
3	Bidder should have successfully designed, developed/customized and implemented at least two (2) CBT Software in Govt. Department./PSU/Nationalized Bank	<ul style="list-style-type: none"> • For 2 CBT Implementation: 7.5 marks • >2 CBT Implementation: 10 marks 	10	Copy of the work order
4	The bidder should have successfully conducted at least three (3) Computer Based Exam having minimum 5,000 candidates appeared in single shift for any Govt. Department/PSU/Nationalized Bank in last 3 financial years (2014-15, 2015-16, 2016-17)	5000 or more candidates in single shift = 10 Marks 10000 or more candidates in single shift = 15 Marks 15000 or more candidates in single shift = 20 Marks	20	Copy of the work order
5	Key Professional Staff (Scoring weightage: Education 20% and Experience 80%)	<ul style="list-style-type: none"> • Project Manager (till stabilization period) 	7	Detailed CV
		<ul style="list-style-type: none"> • Support Engineer (till stabilization period) 	3	
6	Technical Presentation: Proposed methodology and work plan in response to the Scope of Work	<ul style="list-style-type: none"> • Technical approach and methodology: 10 marks • Implementation and O&M Plan: 10 marks 	20	Soft copy of overall project strategy, approach to meet the requirements of the project and complete project plan
TOTAL MARKS			100	

3.8. Commercial Bid

3.8.1. Opening of Commercial Bid

1. The Commercial bids will not be opened by BOR until the complete evaluation of the Technical Bids.
2. BOR will open the Commercial 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 BOR.
3. Commercial 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 commercial 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 BOR, the bid is liable to be rejected.

If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

3.8.2. Commercial Bid Evaluation

1. The Commercial Bid of only the technically qualified Bidders will be opened for evaluation.
2. Of all the commercial bids opened, the bidder whose commercial bid is lowest (hereby referred to as L1 Bidder) will be considered eligible for negotiations and award of contract after the negotiations.
3. 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.
4. Format for Commercial bid is provided in ANNEXURE IV (7.9)
5. Costs of capital investments quoted in the project should not exceed more than 40 (forty) percent of total costs of the fixed scope of the project. In case the bidder quotes higher figures towards capital

costs the same shall be restricted to 40 (forty) percent and the balance shall be made a part of Quarterly OPEX payments.

6. The total manpower support cost for the O&M period should not exceeds maximum 25% of the total Operation & Maintenance Cost.
7. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between BOR and the bidder.
8. Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers all the bidder’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
9. Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
10. All Financial proposals will be submitted via e-forms on <https://eproc.bihar.gov.in>
11. Any figures (price) if left blank by the bidder in e-form will be taken ‘0’ (zero) by BOR.
12. The amount shown against the Grand total in the table hereunder will be the ‘Price Proposal’ for the bid inclusive of insurance (if any), all taxes,
13. In the event that there are 2 or more bidders have offered the same lowest Evaluated Bid Price, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project. The successful Bidder would be awarded the letter of Intent followed by Work Order.
14. In case more than one Bidder have offered the same lowest Evaluated Bid Price and they have the same technical score, BOR will determine the Successful Bidder out of such Bidders in a manner as considered appropriate by BOR and his decision in this regard shall be final and binding on all Bidders.

3.9. Award of Contract

1. BOR Right to Accept any Bid and to Reject any or All Bids

BOR reserves the right to accept or reject any Bid, withdraw the bidding process and reject any or all Bids 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 BOR’s action.

2. Letter of Acceptance

Prior to the expiration of the period of bid validity, BOR will notify the successful bidder in writing or by fax or email, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the successful Bidder’s furnishing of Performance Security, BOR will promptly notify each unsuccessful Bidder.

3. Signing of Contract

BOR shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with BOR within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder by BOR.

3.10. Performance Bank Guarantee

- 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 favor of “Secretary, Board of Revenue, 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 BOR 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 V.
- g. In the event of the Bidder being unable to service the contract for whatever reason BOR would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of BOR under the contract in the matter, the proceeds of the PBG shall be payable to BOR as compensation for any loss resulting from the bidder’s failure to complete its obligations under the Contract. BOR shall notify the 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.
- h. BOR 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.

3.11. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event BOR may invite the next best bidder for negotiations or may call for fresh RFP.

SECTION 4: SCOPE OF WORK

Board of Revenue intends to implement a system through which Computer Based Test can be conducted for the eligible Gazetted/Non-Gazetted Officers of Government of Bihar. All the processes right from uploading of Question Bank, Candidate examination application submission, admit card issuance to result declaration are to be done online through dedicated end-to-end CBT application software.

4.1. Broad Scope of Work

- Customization of CBT based COTS product or design, development, testing and deployment of CBT software.
- Design and develop Web Portal.
- Integrating the existing BoR website with the newly developed web portal for receiving online application, examination fee through payment gateway etc.
- Develop a robust & comprehensive Question Bank having approximately 75000 questions for BOR Exam in Hindi and English.
- Provide services of manpower in Exam Center for BOR.
- Facilitate candidates for registering, scheduling and appearing in the Exams.
- Setup Helpdesk support in BOR exam center for candidates.
- Consolidate candidate response, perform necessary analysis, generate score cards and publish on BOR Web Portal.
- MIS/customized report generation, as desired by BoR
- Operation & Maintenance for 3 years

4.2. Responsibilities of Bidder

- Design, Development, Testing and Deployment of CBT software application for BOR or bidder may customize and deploy the COTS product for CBT as per the requirement specified in this RFP.
- Provide the technically qualified required manpower during implementation and maintenance phase
- Support in all the end-to-end activities involved in conducting examination till result publication
- Hosting of CBT Software application at Bihar State Cloud IaaS Platform
- Maintenance and support of CBT application and its hosting setup after the Go-LIVE acceptance.
- Handover of all the CBT specific software applications/hardware and databases at the time of contract end.

- Provide the five (05) numbers of Aadhaar Based Authentication device for candidate authentication before commencement of exam.
- Shall be responsible for the successful execution of project computer based test, CBT, using LAN/intranet as per the terms, specification and direction of the BOR, Government of Bihar.

4.3. Responsibilities of BOR

1. BOR would provide the in-house examination center with maximum sitting capacity of 100 candidate located at Old Secretariat, Patna
2. BOR would prepare 3000 questions per subject and provide the question bank for uploading into the CBT application
3. BOR would provide the CBT application hosting platform at (Bihar State Cloud).
4. BOR would provide the exam terminals/computers with latest configuration.
5. BOR would provide the LAN connectivity. All the exam terminals would be connected to fully working LAN.
6. BOR would provide the digital signature device for e-signature issuance on Admit Card and Result.

4.4. Project Activities

Brief description of activities to be undertaken under each of these phases is discussed below.

A. IMPLEMENTATION PHASE

4.4.1. Application and Web Development

Following are the services to be rendered by selected bidder:

Activity	Brief of Services	Deliverables
Preparation of Inception Report	The Service Provider (SP) needs to prepare and submit an Inception Report, which will serve as the foundation document for all the activities related to the project. Additionally, the Inception Report must cover the risks that SP anticipates and the plans it proposes towards Risk mitigation. Details of the project teams involve in the project and major roles & responsibilities for the project team along with support arrangements that are expected from the BOR will be an essential part of the inception report. The acceptance of the Inception Report by BOR is necessary before proceeding to the next stage of the project.	Inception Report
Preparation of Detailed Project Plan	The Service Provider (SP) shall prepare an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed, as part of the project. <ul style="list-style-type: none"> The SP shall conduct requirements gathering exercise and prepare detailed FRS document under the consultation of BOR and other stakeholders to ensure that each of the requirements mentioned in this RFP or identified during study are covered. Preparation of System Requirements Specifications (SRSs) 	1. Revised FRS 2. System Requirements Specifications (SRS). SRS document shall comply with the latest and most relevant IEEE standards.
Preparation of Design Document	SP will prepare elaborated system architecture and design documents for the project. The Architecture document will give the complete architecture of the proposed systems. The corresponding architectures will also be identified for customization requirements. In order to	Design Document

	<p>conduct exams in fair and transparent manner, SP will be required to develop highly secured and robust CBT software system, which will essentially have Exam Application, Question Bank Development Application and Web Portal. These applications will work in close integration of on other. The following documents including, but not limited to, will be submitted for a sign-off of application architecture and development methodology:</p> <ul style="list-style-type: none"> • Application Architecture with all relevant design patterns identified • Details of validation rules and constraints like Integrity Checks etc. to be applied. • Format of all reports that would be generated by the system. • Business logic used for all reports and functions. • Access control mechanisms, data security and audit trails to ensure that databases are not tampered or modified by unauthorized users. 	
<p>CBT Application Development, Customization and Implementation (Go-live)</p>	<p>SP will be required to Design, Develop, Test and Deploy CBT software application for BOR or may customize and deploy the CBT based COTS product during implementation phase. SP will customize the CBT application, as per requirement of BOR mentioned in this RFP and additional requirement identified by SP during system study. CBT Application will be a set of following modules.</p> <ul style="list-style-type: none"> a) Exam Center Software b) Question Bank Software c) Candidate Module d) Test Monitoring Tool e) Admin Module 	<ol style="list-style-type: none"> 1. CBT Software 2. First CBT exam
<p>Software Testing</p>	<p>The SI shall perform testing of the solution based on the approved test plan, document the results and shall fix the bugs found during the testing.</p> <p>The various testing phases are as follows:</p>	<ol style="list-style-type: none"> 1. Test cases, test logs detailing the testing performed and provides

	<p>Unit Testing - The SP will test all individual units/ modules under unit testing. The SI will submit a unit testing report with test cases, tests results etc. at the end of the unit testing report.</p> <p>System Testing – SP must focus on whole system functionalities as per the requirement of BOR for CBT. SI should ensure that any closure of bugs, observations, etc., should not lead to any adverse cascading effect on the overall solution.</p> <p>Performance Testing - Once the system testing has been conducted successfully, Load, scalability and stress testing would be conducted prior to Go- Live.</p> <p>User acceptance testing – SP shall prepare test cases for User Acceptance Testing (UAT) in consultation with the client. SI shall facilitate the team from the client to conduct this test after successful completion of performance testing. SI will close all observations, bugs, etc., identified during the UAT. This process of UAT will continue in an iterative manner till zero defects are shown by the SI for the test cases developed. The SI also needs to ensure that errors/ defects detected in previous round of tests do not get repeated in successive tests. The SI should submit a UAT report along with test cases; tests results etc. at the end of the testing exercise and get a sign-off on the UAT report from the client.</p>	<p>evidence of the results achieved</p> <p>2. Self-certificate of functional and performance requirements of the system</p>
<p>Web Portal Development</p>	<p>Integrated Web Portal should be developed on a robust content management framework having comprehensive set of security, compatibility and scalability features. Website should be developed as per the Guidelines for Indian Government Websites (GIGW) and latest Open Web Application Security Project (OWASP) developer guidelines. Following are the key components (but not limited to) of the web portal:</p> <ul style="list-style-type: none"> a) CBT Detail, Manual, Syllabus, References, etc. b) Candidate Registration, Online Payment and Exam Scheduling, Mock Test etc. c) Revenue Case Records 	<p>Website hosting, source code</p>

System Stabilization	Upon operationalization of the CBT systems, system shall be tested for live operations for a period of four months (system stabilization period) after go-live acceptance. During this phase, the service provider shall provide helpdesk support for issue resolution support for day to day operations and smooth execution of Computer Based Test. Any technical and functional issues/gaps identified during this period shall be addressed unconditionally by the service provider at no additional cost. Based on the issues/gaps identified and addressed during system stabilization period, the service provider shall update all the related documents to reflect the updated system functionality.	Stabilization Report (number of exams conducted, candidates details, bugs identified, issue resolve status etc.)
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B. OPERATIONAL AND MAINTAINANCE PHASE

The successful bidder shall provide required operational and maintenance support to ensure system uptime for smooth conducting of computer based test as per prescribed requirements and SLA. The duration of O&M would be 3 years after system stabilization acceptance from BOR.

The following is the broad scope for maintenance and support functions with regard to the software.

4.4.2. Application Software Maintenance

The SP shall address all the errors/bugs/gaps in the functionality offered by the system (vis-à-vis the FRS & SRS signed off including any changes in the System Stabilization Support period) at no additional cost during the operation and maintenance period.

Service provider should provide the latest updates, patches/ fixes, version updates relevant for the software components. This will also include installation of the necessary patches and application updates at BOR identified locations including Data Centre/Bihar Cloud provided by BOR, if required.

For performing of any functional changes to system, which deviates from the signed-off Functional Requirements/System Requirements, a separate Change Control Note (CCN) shall be prepared by service provider and effort & cost estimates shall be mutually agreed by SP and BOR.

4.4.3. Support Services for the BOR CBT Web Portal

1. Overall administration, operations, monitoring, maintenance of the deployed Web portal, Application software and the Database to ensure the desired uptime.
2. Periodic backup and recovery of Database, application and web content.

3. During O&M period, BOR may request SP, to make necessary changes in the layout, color schema, MIS reports format, input forms layout. However, these changes shall be suggested keeping in view that it should not transform the database schema. The SP shall be responsible to make these changes at no extra cost to BOR.
4. Design & Upload content on web portal as per instructions of BOR. Provide content management services which include content collection, translation, conversion, design and upload of content using CMS.

4.4.4. System Administration, Maintenance & Management Services

The objective of this service is to support and maintain all the Systems including hardware (if any) provided as a part of this project by SP, and shall include:

1. Regular monitoring of all the applications hosted.
2. Regular analysis of events and logs generated through CBT system to identify vulnerabilities. Necessary Action shall be taken by the SP in accordance with the results of the log analysis. Suitable mechanism has to be maintained for security and forensic related logs or as per extant IT Act and that of other government regulations issued from time to time.
3. Periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measure
4. Perform Database Administration activities for Database. The SP will ensure that all databases of the BOR will be administered as per standards and requirements. The service covers all the databases run on servers/ SAN at cloud/ DC, DR and backup site including but not limited to Start-up and shutdown of databases, Daily / Weekly / Monthly backup of databases, Database recovery when required, Weekly database recovery check. Documentation upkeep and records maintenance, User account management, Database problem resolution, Performance tuning etc.

4.4.5. Software Change & Version Control

All planned changes to application systems shall be coordinated within established Change Control processes to ensure that:

- a. Appropriate communication on change required has taken place
- b. Proper approvals have been received
- c. Schedules have been adjusted to minimize impact on the production environment

The SP shall define the Software Change Management & Version control process and obtain approval for the same from BOR. For any changes to the software, SP has to prepare detailed documentation including proposed changes, impact to the system in terms of functional outcomes/additional features added to the system etc. SP is required to obtain approval from Department for all the proposed changes before

implementation of the same into production environment and such documentation is subject to review at the end of each quarter of operations & maintenance support

4.4.6. Maintain System documentation

Maintain and update documentation of the following:

- a. Source code for the customizations is documented
- b. SRS/FRS is updated to reflect on-going maintenance and, in accordance with the defined standards
- c. User manuals & training manuals are updated to reflect on-going changes/enhancements
- d. Standard practices are adopted and followed in respect of version control and management.

4.5. Existing Setup of BOR Exam Center

- BOR is having examination center at Patna, Bihar with capacity of conducting exam of 100 candidate simultaneously.
- 100 Exam terminals will be provide by BOR with latest configuration.
- The existing exam center is fully functional LAN
- Exam Center Server will also be facilitated by BOR
- 10% of the total terminal may kept extra to replace immediately in case of any terminal fails.

4.6. Customization for Examination Fees

Service Provider required to customize the examination fees as decided by BOR from all the eligible candidates as per below criteria:

Sl. No.	Number of Attempts	Fees per subject (General, Gazetted Officer)	Fees per subject (General, Non-Gazetted Officer)	Fees per subject (SC/ST)
1	First	Nil	Nil	Nil
2	Second	Rs. 300	Rs. 200	50% relaxation of fees
3	3 rd Attempts onwards	Rs. 600	Rs. 400	50% relaxation of fees

4.7. Hosting environment for CBT application

1. Bihar State Cloud with IaaS platform should be provided by Board of Revenue for hosting of CBT application.
2. Bidders are responsible for server configuration/end-to-end hosting of CBT application at Bihar State Cloud.
3. Board of Revenue shall provide the necessary administrative support for hosting at Bihar State Cloud.
4. CBT application shall be accessed through BOR network/State WAN for fetching and downloading the question papers to local server. Question papers of all the scheduled exam shall be downloaded to local server in morning itself, so that any candidates can take their exam at their scheduled exam throughout the day.

4.8. Manpower Requirement

- Successful bidder provide technically qualified manpower after the award of contract, who will be interacting with BoR for project implementation, successfully commencement of Computer Based Test and day-to-day technical support in conducting Computer Based Test.
- Resource must be certified and well versed with proposed system functionalities.
- The manpower cost during implementation phase will be the part of CAPEX.

- Required list of manpower is:

Implementation Phase				
Sl. No.	Designation	No.	Duration (In Man-Month)	Responsibilities
1	Project Manager (B.E/B.Tech in CS/IT having minimum 07 yrs. of similar exp. in eGovernance IT project implementation and database management)	01	06	<ul style="list-style-type: none"> • Interacting with BOR for requirement gathering, project planning, implementation, hosting of CBT application and commencement of CBT examination at BOR examination center. • Project Managers to ensure that project moves according to schedule and blue print signed off, conduct co-ordination with respective project teams, resolve issues, etc.
2	Support Engineer (MCA/B.E/B.Tech in CS/IT having minimum 04 yrs. of exp. in Technical Support with networking/software skills)	01	06	<ul style="list-style-type: none"> • Day-to-day operational maintenance and IT support for conducting smooth Computer Based Test. • Coordinate with development team for managing changes, bug fixing, updates and patches for application. Submission of CBT related reports to BOR on periodic base.

Operational & Maintenance Phase				
Sl. No.	Designation	No.	Duration (In Man-Month)	Responsibilities
3	Support Engineer (MCA/B.E/B.Tech in CS/IT having minimum 04 yrs. of exp. in Technical Support with networking/software skills)	02	36	<ul style="list-style-type: none"> • Day-to-day operational maintenance and IT support for conducting smooth Computer Based Test. • Coordinate with development team for managing changes, bug fixing, updates and patches for application. Submission of CBT related reports to BOR on periodic base.

- The duration of Project Manager may be extended for some period based on the need and sole discretion of the Board of Revenue.

4.9. General Conditions for project implementation

The bidders must have its own/in-house developed software which can be customized as per the requirement of Board of Revenue, Bihar.

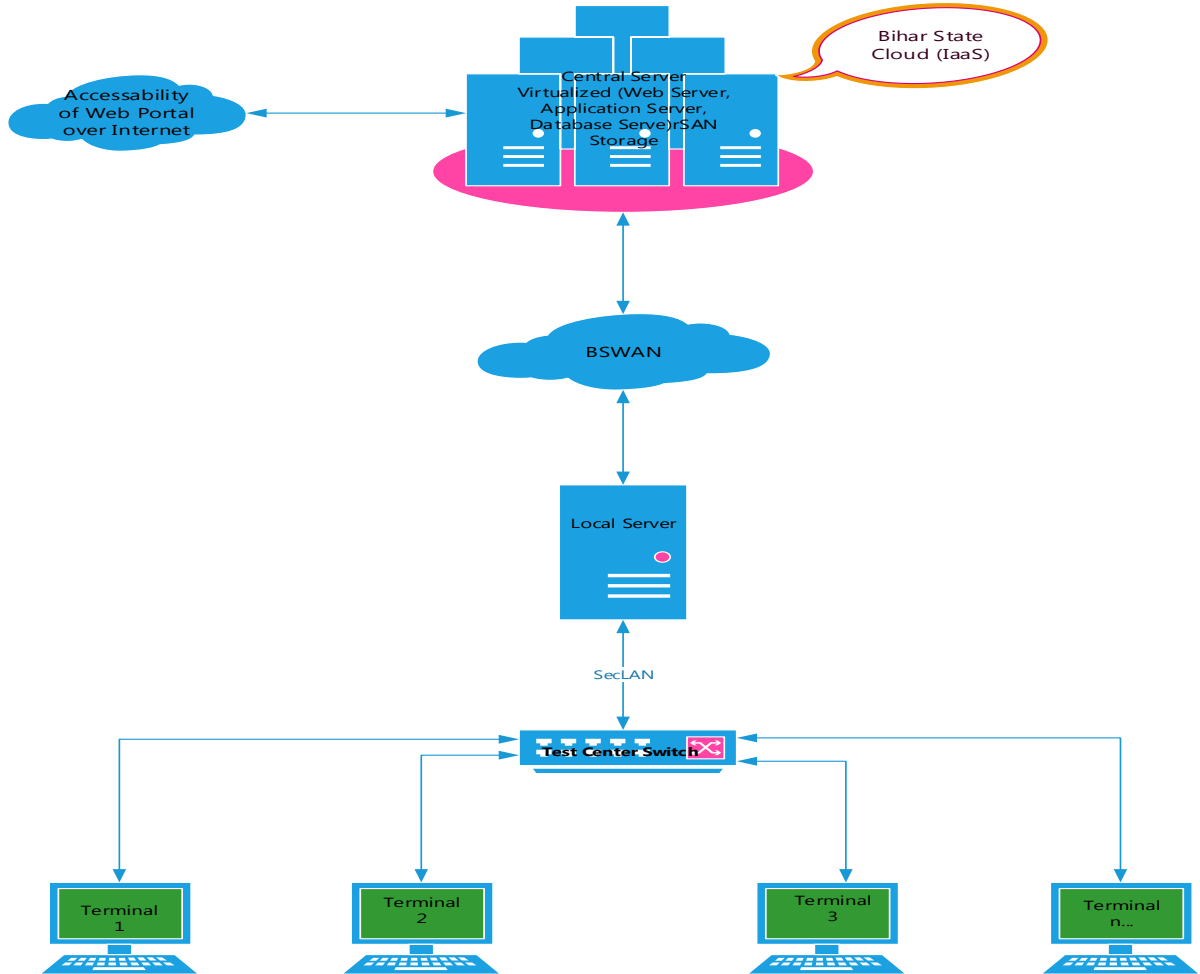
- Bidder should own the complete source code of the CBT software being customized and used for conducting the exam.
- Bidder must have the copyright of the source code and its component.
- Bidder should have all the necessary components and dependency of source code of CBT system in place and any change required in any of the components of the software, in-house technical skill should be available to make necessary changes.
- Bidder should own the test cases and regression testing code to produce that they have done necessary testing to scale-up to the software for conducting the test as per requirement of BOR.
- 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.
- The service provider 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.
- Proper security provision for source codes shall be maintained.

4.10. Functional Requirement Specification of CBT

Refer to ANNEXURE- IX

4.11. Indicative CBT Deployment Architecture

IT Infrastructure For CBT Process



SECTION 5: SERVICE LEVEL REQUIREMENTS

5.1. Project Milestones, Deliverables and Timelines SLA

The following Timelines SLA will apply to the milestones/deliverables which are to be achieved during the (1) Implementation Phase & (2) Operations and Maintenance Phase of the Project.

Sl. No	Milestone	Activity/Task	Deliverables	Time of Completion(Elapsed weeks)
1	Signing of Contract/MSA		<ul style="list-style-type: none"> Signed Agreement 	T
2	Project Kick-Off	Requirement Gathering for understanding actual BOR's requirement for conducting CBT and documentation	<ul style="list-style-type: none"> Inception Report Revised FRS doc Infrastructure sizing documents for CBT hosting at State Cloud 	T+2
3	Submission of technical document for sign-off		<ul style="list-style-type: none"> SRS doc Design Document 	T+3
4	Development/Customization	Development/Customization of proposed CBT software application	<ul style="list-style-type: none"> Letter for readiness of CBT software 	T+5
5	Approval of solution for acceptance testing & UAT	Perform the various test modules, i.e., regression testing, load testing, functional testing at staging server provided by Service Provider.	<ul style="list-style-type: none"> Test cases report, test logs detailing the testing performed and provides evidence of the results achieved UAT Report 	T+6
6	Addressing the gaps in acceptance testing & UAT	Do the necessary customization/configuration and changes in gaps identified in UAT testing CBT software	Fully tested and final version of software and related documentation	T+7
7	Hosting	Hosting of CBT application and web portal at State Cloud in production environment	<ul style="list-style-type: none"> CBT application and Web Portal Hosting certificate 	T+8
8	FAT signoff	Final Acceptance Test related activities	<ul style="list-style-type: none"> Test cases report, test logs detailing the testing performed and provides evidence of the results achieved FAT Report 	T+8
9	Training	Training should be departed to nominated staff of BOR	<ul style="list-style-type: none"> Training attendance 	T+9

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR DESIGN, DEVELOPMENT, CUSTOMIZATION AND IMPLEMENTATION OF COMPUTER BASED TEST FOR DEPARTMENTAL EXAMS FOR OFFICERS OF GOVT. OF BIHAR

		pertaining to end-to-end functionality of CBT.	<ul style="list-style-type: none"> • Training feedback form. • User Manual for end user. • Mock test short video 	
10	Go-Live	System Go-Live for CBT	<ul style="list-style-type: none"> • Submission of Go-Live certificate to BoR for acceptance 	T+9(T1)
11	CBT Examination	<ul style="list-style-type: none"> • Conducting first computer based test at BoR with minimum of 50 nos. of candidates. • Training to BOR departmental staff on complete CBT process. 	<ul style="list-style-type: none"> • Submission of CBT examination conduction certificate with min candidate 50. • Submission of training certificate 	T+9 (T1)
12	System stabilization period		<ul style="list-style-type: none"> • Fortnightly status report regarding the CBT exam report. • Impact Analysis Document for Bug Fix and Enhancement 	T1+15 (T2)
13	O&M Phase	Operation and Maintenance support for conducting smooth CBT	<ul style="list-style-type: none"> • Monthly Report (As per agreed format) • Impact Analysis Document for Bug Fix and Enhancement 	T2+ 3yrs

5.2. Payment Schedule

The business model for the project is designed on Capital Expenditure (Capex) and Operation & Maintenance Expenditure (Opex) based payment with following rationale.

1. Costs of capital investments (Capex) quoted in the project should not exceed more than 40 (forty) percent of total costs of the fixed scope of the project. In case the bidder quotes higher figures towards capital costs the same shall be restricted to 40 (forty) percent and the balance shall be made a part of Quarterly OPEX payments.
2. The total manpower support cost for the O&M period should not exceeds maximum 50% of the total Operation & Maintenance Cost.
3. Software cost is paid upon successful completion of SDLC stages with greater weightage to FRS, SRS & Design Completion and Go-Live. The lacunae in the software, overlooked during implementation phase but well within the scope of project, observed during operation phase should be rectified by the system integrator as part of their contractual obligation.
4. The operation and maintenance cost for software, hardware, being time-bound service, shall be paid as operational expenditure with defined periodicity (quarterly) upon completion of O&M activities in the particular period as well as submission of SLA reports for the operation phase.
5. SLA Penalty for a particular milestone (in case of implementation phase SLA) or a quarterly billing period (in case of operation phase SLA), if applicable, shall be deductible from the Milestone payment or the quarterly Opex payment as the case may be.
6. SLA are aimed at ensuring bidder's commitment to successful project delivery and completion and not for penalizing for un-attributable reasons.
7. Penalty will be applicable for reasons of delay / defaults attributed to bidder. The governing committee will take up any appeal on the matter in case the deviations on contract are beyond the controllable purview of the purchaser and the bidder.

The payment terms under the project shall be as below:

A: CAPITAL EXPENDITURE

Sr. No.	Payment Head	Payment Terms (Milestones)	Payment %	Frequency
1	System Study, Design, Analysis, Application Development/Customization, Testing, Deployment and installation of the application at BOR as per the Scope of Project - CBT Application (customization, in case of COTS product) & Web Portal Development	FRS, SRS and Design Approval	30% of quoted software development/customization cost	One time
		UAT Sign off	20% of quoted software development/customization cost	One time
		Go-Live	30% of quoted software development/customization cost	One time
		Completion of System Stabilization period	20% of quoted software development/customization cost	One time

B. OPERATION & MAINTENENCE EXPENDITURE

Sl. No	Payment Head	Payment Terms (Milestones)	Payment %age	Frequency
1	Operation & Maintenance : Application Maintenance & Operational Expense of system software & installed hardware, deployment of patches, fixes etc., after go-Live	Submission of SLA and other routine operation monitoring Reports	Equal quarterly installments for the O&M Period	Quarterly during the O&M phase
2	Operation & Maintenance : Manpower support	Submission of SLA and other routine operation monitoring Reports	Equal quarterly installments for the O&M Period	Quarterly during the O&M phase

5.3. Taxes and Duties

The successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed etc. excluding GST which shall be paid by BOR as actual separately.

If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by BOR for providing the services i.e. GST or any such other applicable tax from time to time, which increase or decreases the cost incurred by the SP in performing the Services, then the remuneration and reimbursable expense otherwise payable to BOR under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the Contract Value. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Service Provider shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

5.4. User Acceptance Testing

- UAT is the last phase of the software testing process.
- End user and the nominated personnel must conduct the Unit Testing, Functional testing, and system testing of CBT software.
- All the reported defects should be fixed and tested by the service provider.
- UAT signoff would be provided to Service Provider after acceptance of proposed Application.

5.5. Conditions of SLA

- The purpose of this Service Level Agreement is to clearly define all the level of services which shall be provided by the Service Provider to Board of Revenue for whole duration of the Project including Maintenance and Support phases.
- The liquidated damage shall be calculated and deducted from the invoice.
- The maximum liquidated damage at any point of time and for any period should not exceed 10% of total project cost as per the Commercial Bid submitted by the bidder. If the liquidated damage exceeds this amount, BOR reserves the right to terminate the contract.
- If any change request received from Board of Revenue for customization in CBT application throughout the three (03) years of project contract period, then bidder needs to customize the CBT application as per requirement, without any additional cost.

Note: Liquidated damage shall not be levied on the successful bidder in the following cases:

- The non-compliance to the SLA has been solely due to reasons beyond the control of the bidder
- There is a Force Majeure event affecting the SLA which is beyond the control of the successful bidder

5.6. Liquidated Damage Conditions

Sl. No.	Service / Parameter	Liquidated Damage
1	Delay in submission of UAT report to BoR	Rs. 10,000 per delay week from Capex invoice
2	Delay in submission of Go-Live certificate to BoR	Rs. 10,000 per delay week from Capex invoice
3	Unavailability of manpower in exam center during each slot of exam day	Rs. 5000 per slot for non-availability of Support Engineer from quarterly invoice
4	If exam could not be conducted due to lack of performance of bidder or due to lack of service provisioning /delivery by bidder as per SoW in RFP	Deduction will be from total quarterly invoice raised by bidder on below mentioned condition: For 1 slot: 10% For 2 slot: 15% For more than 2 slot 25%

5.7. SLA for CBT Maintenance and Support

Sl. No	Service type	Resolution Time	Liquidated Damage Amount
1	If any bug identified (either by Service Provider or BOR officials)	Within 02 working days	Rs. 1000 per delay day.
2	If same bug identified, after resolution, within 15 days	Within 01 working days	Rs. 2000 per delay day

5.8. Monthly Progress Report

Reporting during pre-implementation, implementation and post implementation phases

Monthly Progress Report to be submitted by 5th of every month with the details of the previous month's activities pertaining to status of CBT project implementation, customization details, no. of exams conducted , no. of candidates applied, no. of candidates appeared in exam, result status etc.. The format of the report shall be mutually agreed and finalized between BOR and the Service Provider. For non-submission of MPR, **Rs. 500** per additional week's delay from Quarterly Invoice will be levied.

SECTION 6: GENERAL TERMS AND CONDITIONS

6.1. Handover Clause:

The products and technology delivered to the Board of Revenue during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by bidder to other locations apart from the locations permitted by BOR without prior written notice and approval of the BOR. All hardware (if any) supplied on upfront payment basis with CBT software & related documents used by vendor for the BOR shall be the legal properties of the BOR.

In case the vendor decides to exit due to non-performance, all the assets (Hardware, Software and Networking equipment) will be forfeited and become a property of the Board of Revenue.

- At the end of the specified tenure, Board of Revenue, Bihar may exercise its option to renew the project contract with the existing service provider or decide to undertake these activities on its own.
- If handover is required to Board of Revenue / any other vendor at the end of the existing project contract or otherwise, the current service provider would be responsible for handing over the complete know-how, knowledge transfer, documentation records, software logs, source codes (web portal only) and all such relevant items that may be necessary for the transition process.
- Bidder needs to handover latest source code (web portal only), application deployment files, and configuration files for entire solution during the transition period.

6.2. 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 BOR.
4. If a Force Majeure situation arises, the bidder shall promptly notify BOR in writing of such conditions and the cause thereof. Unless otherwise directed by BOR, 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.

6.3. Go-Live

“Go-Live/System Go-Live” shall mean that the successful completion of installation of CBT software at BOR and the software is ready in all respect i.e. designing, development, configuration, testing, and implementation of software application. This implies that the software can now be used by all the end users together as defined in the detailed Functional Requirement Specifications and in this RFP document. For successful Go- Live, issuance of FAT and Acceptance certificate of the overall solution by the BOR is mandatory.

6.4. Resolution of disputes

- a. BOR 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 Secretary, Board of Revenue, Patna, Bihar. 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.

6.5. Limitation of Liability towards BOR

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 BOR 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 BOR 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.

6.6. Conflict of Interest

The Service Provider shall disclose to BOR 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 BOR's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

SECTION 7: ANNEXURE

ANNEXURE I: Format of sending Pre-Bid queries

Name of the bidder:

Queries

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

Name of Authorized Personnel

Date of submission:

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

ANNEXURE II: Instructions for Pre-Qualification Bid

7.1. Check-list for the documents to be uploaded for Pre-Qualification

Sl. No.	List of Documents to be submitted	PQ ref.	Submitted (Y/N)	Documentary Proof (Pg. No.)
1	Cover Letter	Annexure I, 7.2		
2	Scanned copy of DD for RFP document fees of Rs. 5000/-	Sr. No.11		
3	Scanned copy of DD for EMD of Rs. 4,00,000/-	Sr. No.11		
4	Power of Attorney in favor of Authorized signatory	Annexure VIII		
5	Declaration that the bidder has not been debarred/blacklisted by any Government/Semi-Government. Organization	Sr. No.09		
6	Copy of Certificate of Incorporation	Sr. No.01		
7	Work orders	Sr. No.04,05,		
	Self-Declaration	Sr. No.06		
8	Copy of the audited Profit & Loss Statement of the company and Certificate from the Chartered Accountant	Sr. No.02		
9	Copy of the audited balance sheet of the company and/or certified by the Chartered Accountant for last three years	Sr. No.03		
10	Valid documentary proof of GST registration number and the details of income tax registration (PAN).	Sr. No.10		
11	Copy of valid certificate	Sr. No. 07, 08		

7.2. Pre-Qualification Cover Letter

(To be submitted on the letterhead of the bidder)

Place:

Date:

To,

The Secretary,
Board of Revenue,
Old secretariat, Patna, Bihar-800015

Subject: Submission of proposal in response to the RFP for “Design, Development, Customization and Implementation of Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”

Ref: RFP No. :

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for the Appointment of Service Provider for the Project “Design, Development, Customization and Implementation of Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”.

We attach hereto our responses to pre-qualification requirements and technical & 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 Board of Revenue, 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 Board of Revenue, 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:

7.3. 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

7.4. Format for Declaration by the bidder for not being Blacklisted / Debarred

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

Date:

To

The Secretary,
Board of Revenue,
Old secretariat, Patna, Bihar-800015

Subject: Submission of proposal in response to the RFP for “Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”

Ref: RFP No. :

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not banned by the Government of Maharashtra/ 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, BOR, 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:

ANNEXURE III: Guidelines for Technical Proposal

7.5. Checklist for Technical Bid

Sl. No.	List of Documents to be submitted	TQ ref.	Submitted (Y/N)	Documentary Proof (Pg. No.)
1	Cover Letter	Annexure-III, 7.6		
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	CV	Annexure-III, 7.8		
5	Project Details	Annexure-III, 7.7		

7.6. Technical Bid Cover Letter

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

Date:

To

The Secretary
Board of Revenue,
Old secretariat Patna, Bihar - 800015

Subject: Submission of proposal in response to the RFP for “Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”

Ref: RFP No. :

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for “**Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar**”

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 Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar**”, put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and BOR 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 BOR.

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 BOR 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 BOR 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)

7.7. 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.

7.8. CV Format

1. Name of Firm:
2. Name of Staff:
3. Contact Details:
4. Designation:
5. Areas of Expertise:
6. Date of Birth:
7. Years with the Firm:
8. Total Years of Experience:
9. Nationality:
10. Education:

Picture

S.No.	Degree Obtained	Institution	Dates
1.			
2.			

11. Key Qualifications:
12. Membership of Professional Associations:
13. Professional Certifications:
14. Other Training:
15. Countries of Work Experience:
16. Languages:

*[For each language indicate proficiency: **excellent, good, fair, or poor** in speaking, reading, and writing.]*

S. No.	Languages	Speak	Read	Write
1.				
2.				

17. Employment Record:

From/To	
Employer	
Position held	
Key Duties Assigned:	

From/To	
Employer	
Position held	

Key Duties Assigned:	•
----------------------	---

From/To	
Employer	
Position held	
Key Duties Assigned:	•

18. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

Name of assignment or project:	
Year:	
Location:	
Client:	
Main project features:	
Positions held:	
Activities performed:	▪

ANNEXURE IV: Commercial Bid Formats

7.9. Commercial Bid Cover Letter

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

Date:

To

The Secretary
Board of Revenue,
Old Secretariat Patna, Bihar - 800015

Subject: Submission of proposal in response to the RFP for “Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”

Ref: RFP No. :

Dear Sir,

We, the undersigned Bidders, have read and examined in detail all the bidding documents in respect of **"Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar"** 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 is altered under the law, we shall pay the same.

2. UNIT RATES

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

3. DEVIATIONS

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

4. QUALIFYING DATA

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

5. BID PRICE

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

6. CONTRACT PERFORMANCE GUARANTEE BOND

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

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

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

Thanking you,

Your's faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Office Address:

7.10. Commercial Bid Format and Instructions

Form 1: Summary of Pricing Proposal

SI No	Description	Total Price	Total Taxes	Grand Total
		(in INR)	(in INR)	(in INR)
A	CAPEX COST			
1	System Study, Design, Analysis, Application Development/Customization, Testing, Deployment and installation of the application at BOR as per the Scope of Project (refer to Form 1-A) - CBT Application (customization, in case of COTS product) & Web Portal Development			
	Subtotal- A:			
B	OPEX COST			
1	Manpower Support, Application Maintenance & Operational Expense, deployment of patches, fixes etc., after go-Live) -Total Cost for 3 years (refer to Form 1-B)			
	Subtotal- B:			
	Grand Total: A + B			
	Grand Total in words:			
<p>Note: All unit rates indicated in the schedules shall be inclusive of (not limited to supply), installation, duties, transport, packing and transit insurance charges etc., Taxes should be indicated under the relevant column in the schedules.</p>				

Form 1-A: CAPEX Cost - CBT Application Development/Customization & Web Development, Testing and Deployment

Sl No	Items	Quantity	Amount (In INR)	Tax Rate (%)	Taxes (In INR)	Total Amount (In NR)
		(A)	(B)	(C)	D= A*B*C	E=(B+D)
1	System Study, Design, Analysis, Application Development/Customization, Testing, Deployment and installation of the application at BOR as per the Scope of Project - CBT Application (customization, in case of COTS product) & Web Portal Development					
	Total					
	Total in words					

Form 1-B: OPEX COST

Particular/ Year	Year- 1 st , 2 nd & 3 rd		
	Cost	Taxes	Total Cost
	(Year 1, 2 & 3)	(Year 1, 2 & 3)	(Year-1, 2 & 3)
	A	B	C=A+B
Manpower Support (schedule-A)			
Application Maintenance & Operational Expense of system software & installed hardware, deployment of patches, fixes etc., after go-Live			
Total			
Total in words			

REQUEST FOR PROPOSAL FOR SELECTION OF SERVICE PROVIDER FOR DESIGN, DEVELOPMENT, CUSTOMIZATION AND IMPLEMENTATION OF COMPUTER BASED TEST FOR DEPARTMENTAL EXAMS FOR OFFICERS OF GOVT. OF BIHAR

<u>SCHEDULE-A:</u>	Manpower Support					
Particular/ Year	Quantity	Year- 1st, 2nd & 3rd				
		Man month Rate:	Total Cost	Tax Rate	Taxes	Total
				%		
	A	B	C= (A*B*36)	D	E=C*D	F=C+E
Support Engineer	2		0		0	0
Total						
Total in words						

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:

Secretary
Board of Revenue
Old Secretariat
Patna – 800 015,
Bihar.

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 Secretary, Board of Revenue, Government of Bihar, having its office at Old Secretariat, Patna – 800 015, Bihar (hereinafter referred to as —"Board of Revenue") 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 service provider for scanning, digitization of legacy records and implementation of Document Management System for Board of Revenue, Patna, Govt. of Bihar"*** vide Invitation for Tender Document No _____ dated _____ issued by Board of Revenue, 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 Board of Revenue, the Bidder is required to furnish to BOARD OF REVENUE an unconditional and irrevocable Bank Guarantee for an amount of INR 4, 00, 000 (INR Four Lakh only) 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 BOARD OF REVENUE an amount not exceeding INR 4, 00, 000 (INR Four 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 BOARD OF REVENUE 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).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by BOARD OF REVENUE.

4. We.....Bank further agree that BOARD OF REVENUE 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 BOARD OF REVENUE in this regard shall be final and binding on us, notwithstanding any differences between BOARD OF REVENUE and the said Bidder and/or any dispute between BOARD OF REVENUE and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. BOARD OF REVENUE 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 BOARD OF REVENUE and the bank shall not be released from its liability under these presents by any exercise by BOARD OF REVENUE 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 BOARD OF REVENUE or any indulgence by BOARD OF REVENUE 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.
6. 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.
7. 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.
8. It shall not be necessary for BOARD OF REVENUE 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 BOARD OF REVENUE 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.
9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of BOARD OF REVENUE in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. 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

Secretary

Board of Revenue

Patna, Bihar - 800 015

Email id: **boardofrevenuebihar@gmail.com**

Ref:

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “Selection of Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”

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 Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar**”, 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 BOR; 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- Format to share Bidder's Particulars

Sl. No.	Description	Details (to be filled by the responder to the Bid)
	Name of the company	
	Official address	
	Phone No. and Fax No.	
	Corporate Headquarters Address	
	Phone No. and Fax No.	
	Web Site Address	
	Details of Company's Registration (Please enclose copy of the company registration document)	
	Name of Registration Authority	
	Registration Number and Year of Registration	
	CMMi level OR ISO 9001 and ISO 27001:2013 and its validity	
	GST registration No.	
	CST/LST/VAT registration No.	
	Permanent Account Number (PAN)	
	Company's Revenue for last 3 years (Year wise)	

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

ANNEXURE VIII-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 Service Provider for Design, Development, Customization, Implementation and Conducting Computer Based Test for Departmental Exams for Officers of Govt. of Bihar”**, including signing and submission of all documents and providing information / responses to the BOR, representing us in all matters before BOR, and generally dealing with the BOR 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.

ANNEXURE IX-Functional Requirement Specifications

Functional Requirement Specification – Computer Based Test (CBT) System	
Sr. No.	Functionality
A	General
1	Designing and customization of CBT software as per BOR requirement
2	The system should have provision for maintaining candidate profile with photo, Aadhaar number and other credentials.
3	The system should also maintain records of document, verification with provision of digital signature, so that same can be referred for second or multiple attempts.
4	The system should have designated section/sections for Revenue case Record related notifications, guidelines, formats, evaluation system, downloading option for future reference.
B	Web Portal - Exam Notification, Candidate Registration and Application
1	Website should be developed as per Guidelines for Indian Govt. Websites (GIGW)
2	Website should be developed as per latest Open Web Application Security Project (OWASP) developer guidelines.
3	The website should be developed on the platform which is most secure and available in hosting environment. For eg. LAMP, WAMP, etc. The development of web portal may preferably be done in open source/platform.
4	The website should be IPv6 compliant and support dual stack i.e. both IPv4 & IPv6.
5	System should publish the exam schedule, exam details, syllabus, procedures for application, exam manuals, qualification and eligibility criteria
6	All necessary information related to exam should be published after consultation with BOR
7	Dedicated section for candidate registration
8	System should capture all basic details like Aadhaar, mobile number, name of candidate, department etc. while registration.
9	System should authenticate candidate by sending OTP on his/her mobile number
10	System should accept Aadhaar number as user ID and Password should be system generated.
11	System should be linked with student/candidate profiles, so that the fields can be auto-filled for registered students.
12	System should generate filled and submitted application in PDF for future reference
13	System should automatically create hash value of application form content and store it in secured repository with time stamping.
14	System should also maintain logs for each alteration after first submission of application
15	System should confirm exam slot to candidate only when candidate is selecting exam slot booking at least minimum 30 days from the submission of application form.
16	Website should be compatible for smartphone / thin-client
17	System should have functionalities for candidate to schedule and re-schedule of exam slot.
18	System should provide concurrent updates to the candidates with respect to various exams, notices, publications, test admit card generation, result declaration, etc.
19	System should provide concurrent updates to candidate by email and SMS
20	System should capable to generate mock test same as the actual one and generate result
21	System should publish the question banks and of different subjects
22	Candidate can change the password from “change password” option
23	System should be able to generate admit card in PDF from and allow candidate to print
24	System should be integrated with payment gateway for online submission of fees

25	System should display the exam slot booking option in calendar form
26	System should show the availability of exam slots on respective dates
27	Payment details should be reflected on candidate's application form
28	System should have feature for the candidate to re-generate password under "forget password" option
C	Revenue Case Record Evaluation System (Part of Web Portal)
1	The portal should have designated section/sections for notification, guidelines for drafting, downloading/uploading of Revenue Case Record
2	The system should have a provision for downloading an editable version (preferably .doc/.docx) of revenue record format for Revenue case record drafting.
3	The system should have provision for uploading Revenue case Record drafted by candidates with required authentication multiple times, however limitation on the maximum allowed uploads shall be decided by BOR during requirement analysis phase.
4	System should have the provision for role based bi-lingual (Hindi, English) comment input system (as an instruction to the candidate by authorized personnel of BOR) for the modification of draft Revenue case Record submitted by candidates.
5	Downloading access of finally submitted Revenue case records before evaluation should be limited to administrative access only.
6	System should have provision for displaying the result after evaluation of Revenue case records by concerned authority.
7	The system should have archival and retrieval provision for the evaluated Revenue case Records in read only format (preferably .pdf) for registered users, administrator, which can be used for future reference also
D	Exam Center Software
1	CBT software should as per need of BOR
2	System should be capable to conduct exams offline
3	System should have seamless integration with central software
4	System should have the capability of real time syncing the candidate response with the local examination server
5	System should store 3000 questions per subject in question bank
6	System should provide real time audit report of candidates while taking the examination.
7	System should be able to generate various types of report without manual intervention
8	System should generate Score report, Section-wise score report, Data Report, Response Report, Absentees Report, Feedback Report, Attendance Report, Question Paper Report, RTI Report, Incident Register, Candidate Question Paper PDF, Group-wise score report, Observer Feedback Report, Result Validation Report.
9	System should assess the questions and their answers after submission of the exam by any candidate
10	System should allow candidate to re-store the exam where he/she left, in case of any hardware/terminal software failure
11	System should generate the result and acknowledge to candidate through email/SMS within 24 hours of submission of exam.
12	System should prevent local server and its admin to access the candidate interface
13	System should generate 100 random questions for each subject should appear in exam for the candidate.
14	During exam 100 questions should be randomly selected from the question bank of 3000 questions of each subject.
15	Ratio of tough and easy question should be 50:50.
16	For each candidate there should be different sets of question paper. The questions displayed and their answers should be in different chronology.
17	System should support various types of question models, eg. MCQ, MSQ, Short answer, comprehensive, subjective etc.
18	No negative marking should be there in exam

E	Question Bank Software
1	Provision for Question bank creation, review and validation across platforms in the cloud environment.
2	Complete control and quick access to on-screen keyboard as well as custom shortcut key combinations to common functions.
3	Provision for advanced encryption (128 bit SSL) to ensure that transmitted data are not compromised, regardless of the connection
4	Should have provision for client side review committee to view the items upon request from their desktops through specific authorized user permissions.
5	To ensure that question writers and editors are equipped with a set of tools to facilitate writing, reviewing, editing and selecting questions.
6	Any change in the questions should be logged and time-stamped so that users can track content changes or the status of any item in an instant.
7	Should support question writing individually or collaboratively and provide an efficient methodology for item writers to submit items to the bank.
8	Should support Unicode Hindi.
9	Provision for creating, updating, tracking and comparing new versions of existing items
10	Provision for searching questions using by a wide range of parameters;
11	Should have a built-in editor that enables writing scientific formulas and mathematical equations.
12	Should allow randomly generating question papers on the basis of predefined rubrics.
13	Should have provision for secured and seamless integration with Central server of Exam Software.
F	Candidate Interface
1	System should transfer the encrypted question bank to the exam center
2	System should display the exam instruction before proceeding the exam
3	System should display roll number and photograph of candidate on respective terminals
4	System should generate bilingual question paper
5	System should disable all USB ports and keyboard. In case input from keyboard is needed for objective type question, virtual keyboard functionality should be there and for typing test, access to keyboard should be provided
6	System should have feature to display the number of questions attempted, not attempted and saved for review
7	System should be capable of hard closing the running application before commencement of exam
8	System should generate 100 questions from question bank of 3000 questions for each subject with 50:50 ratio of tough and easy questions
9	System should have calculator feature for the candidates with provision of enabling/disabling the same by the software
10	System should have provision of capturing Aadhaar based biometric attendance
11	System should immediately generate the result of the candidate after submission.
12	System should also generate the result in PDF format with comparison of candidate response and actual response from system
13	System should block access of any other local application during examination
14	System should generate the exam result in analytical form like, total question, attempted question, correct, incorrect, total marks, passing marks, paas/fail and the entire question's correct answers
15	System should have timer which starts after candidate starts the exam and always shows the time remaining
G	Test Monitoring Tool
1	System should capture all logs / audit trails of the candidates
2	System should provide a summarized dashboard which display the number of candidates currently appearing, past appeared candidates in category wise, subject wise, department wise, position wise etc.
3	System should immediate publish the audit trails / logs to respective candidates.

4	All the report should be downloadable in prescribed format i.e. excel or PDF format.
H	Admin Module
1	System should provide administrative feature to manage the administrative aspects of examination process
2	Separate role based login to validate the candidate's credentials after submission of application
3	System should allow administrator/officials to accept or reject the application form
4	System should generate admit card only after validation of candidate's information as specified in application
5	System will provide access to admin for audit trail and logs
6	System should provide various types of reports like, no. of candidates appeared during specific time intervals (category/department/position/ paas/failed/cadre based), summarized form of exam reports, etc.
7	System should provide access to admin to publish exam related information and notifications on web portal
8	System provide admin rights to BoR officials to evaluate the Revenue Case Record
9	System should have provision to issue digitally signed admit card and result
I	Security
1	The solution should have built-in security features to allow only authorized users to use the application, generate logs and audit trails.
2	System should have security measures to protect question bank from hacking or any other security threats
3	System should have security features at central server, local server, network and web portal level and at different User level access controls
4	System should have access control policy that cover identification, authentication, authorization and Access Control, administration and audit
5	System should have provision to add additional layer of PKI based security and authorization at all the access points/channels
6	System should have provision for generating alerts on email and SMS to key officials of BOR in case of security breach or compromise with security standards
7	In case of security breach situation, system should automatically generate log report and store same in secured repository
8	The system should maintain a highly secured data repository for storing hash values of datasets generated at various levels as well as archiving permanent examination records after completion of examination process