

**Tender Document**

**Request for Proposals for Hiring an Agency to  
Conduct Computer Based  
Test Services (CBTS) for Mathematics and  
Science Day**

Tender Number: -

**Issued on 12/06/2024**

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**Bihar Council on Science & Technology,  
Department of Science, Technology and Technical Education  
Government of Bihar**

## **NOTICE INVITING TENDERS**

1. "The Department of Science, Technology, and Technical Education (DSTTE), Government of Bihar, is the nodal department catering to the needs of Technical Education in the State. Under the aegis of DSTTE, the Bihar Council on Science & Technology (BCST) has been established at Patna, housed at the Indira Gandhi Science Complex. To recognize the talent of students, foster an interest in understanding and learning, address barriers related to science and maths, and promote scientific thoughts in the state, National Science Day is celebrated on February 28th and Maths Day is celebrated on December 22<sup>nd</sup>. Sir C.V Raman Talent Search Test in Science, which commemorates the discovery of Raman Effect along with appreciating the contributions of our scientific community and National Mathematics Day, Srinivas Ramanujan Talent Search Test in Mathematics, which is the birth anniversary of the legendary Indian mathematician Srinivasa Ramanujan and serves as a tribute to his remarkable contributions to the field of mathematics. It encourages students to develop a positive attitude towards learning mathematics and science and to explore their potential in different fields such as technology, engineering, and other related areas.
2. In order to ignite students' interest in mathematics and science and create an engaging and challenging environment for students from class 6 to class 12 standard, DSTTE perceives National Mathematics and Science Day as an opportunity to organize challenging competitions for school students, involving multiple-choice testing of basic concepts, problem-solving, and logical reasoning.
3. Bihar Council on Science & Technology, Patna is soliciting tender for eligible bidders for providing Computer Based Test Services (CBTS) as detailed out in the scope of work of the RFP document. The RFP for selection of service providing agency is available on the website of the BCST <https://bcst.org.in/> and [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) .
4. To participate in the e-tendering process, the bidders/agency are required to get themselves registered with [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
5. The contract shall be signed between the successful bidder & Bihar Council on Science & Technology, Patna. Enquiries and clarifications (if any), shall be addressed to: Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – [pd@bcst.org.in](mailto:pd@bcst.org.in)
6. **Schedule of Events:**

Sn.	Schedule	Important dates
I	Tender No.	<b>06/2024</b>
II	Bid Publishing Date	<b>12/06/2024</b>
III	Pre bid meeting Date	<b>18/06/2024 at 3:00 P.M. Offline</b>
IV	Last Date of submission of bid	<b>09/07/2024 up to 5:00P.M.</b>
V	Bid opening date & Time (Technical & Financial)	Technical bid: <b>10/07/2024 at 3:00 PM</b> Financial Bid: <b>To be notified later on</b>
VI	Bid validity period	<b>180 Days (One hundred and Eighty days)</b>
VII	Contact Person	Project Director, Bihar Council on Science & Technology IGSC-Planetarium, Adalatganj, Patna-800001 Email id: – <a href="mailto:pd@bcst.org.in">pd@bcst.org.in</a>
VIII	Website	<a href="https://bcst.org.in/">https://bcst.org.in/</a>

**NB: Bihar Council on Science & Technology, Patna reserves all the right to revise/change/cancel the Tender at any stage without assigning any reasons thereof.**

7. Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty thousand only) shall be submitted through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
8. The technical and financial bids as per the formats available on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) before the date and time specified in the Notice Inviting Tender (NIT). Bihar Council on Science &

Technology, Patna 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."

9. The bidders shall submit their eligibility and qualification details, certificates as mentioned in the tender document in the format annexed in the Tender.
10. The Bidding documents shall be submitted in the mode as mentioned below:

<b>Earnest Money Deposit (EMD)</b>	Online mode on <a href="http://www.eproc2.bihar.gov.in">www.eproc2.bihar.gov.in</a>
<b>Technical Bid (Un-priced)</b>	As per format mentioned in Tender. <b>(Annexure 1)</b>
<b>Financial Bid (Priced)</b>	As per format mentioned in Tender. <b>(Annexure 2)</b>

11. In the event of any of the above-mentioned dates being declared as a holiday/ closed day for BCST, Patna the technical/financial bid be opened on the next working day at the scheduled time.
12. The technical and financial bids must be submitted through [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) before the date and time specified in the tender document. BCST 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.
13. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document, in the online standard formats given in [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) at the respective stage(s) only.
14. All prospective bidders may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events as in above **section 6**.
15. All further Notifications/Corrigendum/Addendum would be notified to the bidder through appropriate channel.

#### **Confidentiality**

This document contains privileged and confidential information pertaining to the "Onboarding Service Provider for providing platform for Computer Based Test Services for Math and Science Day at Bihar Council on Science and Technology. The access level for the document is specified above. The addressee should honour access rights by preventing intentional or accidental access outside access scope.

**Project Director, BCST**

## Instruction to Bidders

### 1. General Instructions

- a) The bidders shall submit his bid/tender on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- b) The bidders may use their Digital Signature Certificate (DSC) if they already have. They can also take Digital Signature Certificate (DSC) from any of the authorized agencies.
- c) For user-id they must get registered themselves on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and submit their bids online. Offline bids shall not be entertained by the Tender Inviting Authority (TIA).
- d) Bids not submitted, as per Performa / Instructions mentioned in this RFP document, will be summarily rejected.
- e) The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- f) The bidders shall upload the scanned copies of all the relevant certificates, documents etc. with indexing and paging, in support of their eligibility criteria / technical bids and other certificates /documents on the [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in).
- g) The bidders shall digitally sign 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.
- h) The bidders shall ensure that entire testing lifecycle with uploading content for publishing, examinee registration, test delivery & reporting must follow well-established best-practices prevailing in the industry including the ability to customize any part as per needs of the BCST.
- i) The bidders shall provide Standard Operating Procedure (SOP) for well-defined process on how to respond to technical issues faced at the examination centre and train BCST nominated staff for such situation as per requirement.
- j) The rate quoted by the bidder shall remain same throughout the contract period including any extension thereon. No increment in rates would be permitted in any circumstances.
- k) The bidders would indemnify the BCST/DSTTE against any claim of copyright violation/plagiarism, etc.
- l) The Examination shall be computer based with the bilingual questions (both in English and Hindi language).
- m) The selected bidder is expected to design the examination plan and examination processes in consultation with BCST.
- n) The bidders must provide Security and software quality certification as required.
- o) The Financial bids (as per Annexure 2) submitted by all bidders shall be valid for 180 days from the date of submission of Bid.
- p) The bidder shall submit the financial bid as per Annexure – 2.
- q) Bidders are advised to study the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- r) In the event a qualified bidder wants to withdraw the bid, the EMD/Bid security of such bidder shall be forfeited.

### 2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Bihar Council on Science & Technology, Patna shall in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### 3. Language of the tender

The tender submitted by the bidders and documents relating to the tender shall be written in the English language only.

### 4. Amendments to Tender Documents

At any time prior to the deadline for submission of tenders, the Bihar Council on Science & Technology, Patna may, for any reason deemed fit by it, modify the tender document/s by issuing suitable amendment(s) to it. Such an amendment will be notified on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) and the same shall be binding to all prospective bidders. Bihar Council on Science & Technology, Patna will not issue any separate communication in this regard.

### 5. Pre-Bid Meeting

To provide response to any doubt regarding terms and conditions, scope of work and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Bihar Council on Science & Technology, Patna or an online meeting may be scheduled. The clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall clarify and will be asked to submit their written request by close of office next working day. The Bihar Council on Science & Technology, Patna shall upload written response on [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) and website (<https://bcst.org.in/>) of the Bihar Council on Science and Technology (BCST) to such requests for clarifications, without identifying its source. In case required, amendments issued, shall be binding on all prospective bidders. Further, the issue raised having been clarified shall be final. Bidders are advised to visit the Bihar Council on Science and Technology (BCST) (<https://bcst.org.in/>) website and [eproc2.bihar.gov.in](http://eproc2.bihar.gov.in) regularly for any updates/corrigendum/ amendments etc.

### 6. Earnest Money Deposit (EMD)

- a) Earnest Money Deposit (EMD) of Rs. 50,000/- (Fifty thousand only) shall be submitted as through online mode on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in).
- b) The EMD of unsuccessful bidders will be returned to them without any interest, after execution of the contract or 30 days of opening of bid whichever is earlier. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- c) The EMD shall be forfeited by Bihar Council on Science & Technology, Patna hereunder or otherwise, under the following conditions:
  - If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
  - If a bidder withdraws its bid during the period of bid validity as specified in this Tender and as extended by the Bihar Council on Science & Technology, Patna from time to time.
  - In the case of selected bidder, if it fails within the specified time limit:
    - i. to sign the contract and/or
    - ii. To furnish the Performance Security (PS), before signing the contract agreement, within the period prescribed in the Letter of Intent (LoI).

### 7. Bid Validity

The submitted bids shall remain valid for a period of 180 days after the date of submission.

#### **8. Signing of the Contract**

The Contract document/Agreement between Bihar Council on Science & Technology, Patna and selected bidder should be executed within 15 days of the issue of the Letter of Intent (LoI). The selected bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

#### **9. Duration**

The contract, if awarded, shall be valid for a period of 1 years which will be extended annually on the same terms and condition for 2 or more years based on satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements/ statutory requirements, Bihar Council on Science & Technology, Patna shall have the right at any time to terminate the contract forthwith in addition to forfeiting the Performance Security amount deposited by the bidder and initiating administrative actions for blacklisting, etc.

#### **10. Sub-Contract**

Sub-contracting of the services would not be allowed under any circumstances and contract may be terminated in case the bidder sub-contracts its liabilities/ responsibilities/ obligation to other. Penal action may also be taken against the bidder.

#### **11. Commencement of Services**

The Agency shall commence the work within 15 days of signing of contract with BCST.

#### **12. Modification to Contract**

The contract when executed by the parties (Bihar Council on Science & Technology, Patna and the bidder) shall constitute the entire contract between the parties (Bihar Council on Science & Technology, Patna and the bidder) in connection with the services and shall be binding upon the parties (Bihar Council on Science & Technology, Patna and the bidder). Modification, if any, to the contract shall be in writing and with the consent of both the parties (Bihar Council on Science & Technology, Patna and the bidder) and not otherwise.

#### **13. Performance Security**

- a. The successful bidder shall have to furnish a performance security equivalent to 5% of the bid cost, in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Project Director, Bihar Council on Science & Technology, Patna. The Bank guarantee shall be as per proforma at "Annexure 3" and remain valid for a period, which is six months beyond the date of expiry of the contract. The Performance Security will be returned to the bidder, upon validation of completion of all contractual obligations.
- b. The performance security should be submitted before executing the contract /signing of the contract document positively.
- c. If the bidder violates any of the terms and conditions of tender document in any manner, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Bihar Council on Science & Technology, Patna and the contract may also be cancelled/terminated. Further, the bidder may be blacklisted for a reasonable period as decided by the Department of Science, Technology and Technical Education/BCST, Patna.

#### 14. ELIGIBILITY & EVALUATION CRITERIA

This invitation is open to organisation who fulfil the eligibility & qualification criteria specified here under.

Sn	Eligibility Criteria	Mandatory Documents to be submitted by the bidders
1	The Bidder should be an established entity registered under Companies Act 1956/2013 or Limited Liability Partnership Act 2008.	<ul style="list-style-type: none"> <li>For Company- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013.</li> <li>For Limited Liability Partnership (LLP) Firm- Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under Limited Liability Partnership Act 2008.</li> </ul>
2	The Bidder must have average annual turnover of not less than <b>INR 5 crore</b> in last three financial years (FY 2020-21, FY 2021-22 & FY 2022-23), as evidenced by the audited accounts.	Audited Balance sheet and Profit & Loss Account for last three financial year (FY 2020-21, FY 2021-22 & FY 2022-23).
3	Bidder will provide self-attested copies of (i) PAN card of bidder/firm (ii) Income tax return (ITR) of last three years Assessment Year (2021-22, 2022-23 & 2023-24, (iii) GST Registration Certificate.	Self-attested copies of: (i) Bidder's PAN card (in case of Proprietorship)/ PAN card of the Firm (ii) Copy of Income Tax Return (ITR) for last three Assessment Year (2021-22, 2022-23 & 2023-24) (iii) Copy of GST Registration Certificate.
4	Experience in conducting at least 3 Computer based examination for Central / State Government Organization / Public Sector Unit (PSU) / University / Autonomous body under any government, in India with at least 25,000 candidates scheduled in a single shift.	Work order or Completion Certificate for three CBT (Computer based test) examinations.
5	The bidder should have experience of at least 3 years or more in the field of conducting Computer based test in India.	Experience certificate/ Completion certificate/work order issued by the Employer/ organisation
6	Declaration that the bidder has not been debarred / blacklisted by any Government/ Semi-Government Organization etc.	As per annexure 4

## 15. Technical Evaluation

### a) Criteria (Documentary evidence as per Annexure 1)

Criteria	Details	Marks	Details	Marks
Experience in conducting at least 3 Computer based examination for Central / State Government Organization / Public Sector Unit (PSU) / university / Autonomous body under any government, in India with at least 25,000 candidates scheduled in a single shift.	$\geq 3$ to $\leq 5$	15	> 5	20
The Bidder must have average annual turnover of not less than <b>INR 5 crore</b> in last three financial years	$\geq$ Rs 5 crore $\leq$ 7 crore	10	> 7crore	20
Experience of at least 3 years or more in the field of conducting computer based test in India.	$\geq 3$ to $\leq 5$	5	> 5	10
<b>Total</b>				<b>50</b>

**Note:** Bidders score 60% or more i.e 30 marks or more, shall qualify for the financial evaluation.

## 16. Financial Evaluation

Financial bids (as per Annexure 2 format) shall be opened only for the vendors whose bids are found to be technically fit/ substantially responsive and complying with minimum eligibility criteria.

- i) Bihar Council on Science & Technology, Patna will open the financial bids of only Technically Qualified bidders, in presence of the Nodal Officer / designated representatives of the bidder who choose to attend, at the time, date and place, as decided and communicated by Bihar Council on Science & Technology, Patna.
- ii) Discrepancy in the financial bid, it will be dealt as per the following:
  - a. 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.
  - b. If there is a discrepancy between words and figures, the amount in words shall prevail.
- iii) Of all the Financial Bids opened, the bidder whose financial bid is lowest as per annexure 2 (hereby referred to as L1 bidder) will be awarded the contract.
- iv) In case more than one bidder has quoted same Price, the bid shall be evaluated through a lottery system and the videography of the complete process shall be kept as a record.

**NOTE:** The bidder will be entitled to a minimum assured payment for at least 50,000 candidates in each examination as per rates in the financial bid even if numbers of registrations are less than 50,000. On the basis of past experience, it is assumed that each exam may see 50,000 to 2 lakh registrants.

## 17. Scope of Work (SoW)

The responsibility of work for execution of task mentioned in the context of conducting Srinivas Ramanujan Talent Search Test in Mathematics and Sir C.V. Raman Talent Search Test in Science competitive assessment through online mode and Pattern of the test is MCQ (Multiple Choice Question) type.

- Develop and host (on own server) an online application for Math and Science Day talent search test.
- Design an application form with validation, dropdowns, document uploads, and other essential features to facilitate candidate registration.

- Conduct two separate examination Srinivas Ramanujan Talent search Test in Mathematics and Sir C.V Raman Talent Search Test in Science Competitive Examination with a minimum assured payment for at least 50,000 candidates in each examination as per rates in the financial bid even if number of registrations are less than 50,000. On the basis of past experience, it is assumed that each exam may see 50,000 to 2 lakh registrants.
- Design and upload Admit Card for all the applicants, which will be downloaded from BCST official site ([www.bcst.org.in](http://www.bcst.org.in)) through specific login Id and Password. An email & message will be sent to all the applicants in their registered email Id and mobile number to download their admit card along with all the important information.
- Organise a mock test for all the applicants of Shrinivas Ramanujan Talent Search Test in Mathematics and Sir CV Raman Talent Search Test in Science.
- Conduct four shift examinations as per the date decided by the BCST, Patna.
- Provide live demo for the officials of BCST, Bihar for the understanding on process flow of the program.
- Provide Reports (District wise/Class wise and overall comprehensive report or other types of reports as per BCST's requirements). Total Score will be shown after the just competition of the examination to the candidate.
- Provide the result as per the date and time decided by BCST.
- Provide class wise rank list of State and District toppers State Topper candidates as per BCST ranking requirements.
- Generate examination logs, result analysis reports, and state and district wise rank lists to evaluate candidate performance.
- Nominate one Nodal officer with all the details for the coordination of all kinds of activities.
- Provide technical support helpdesk to address any kind of issue and challenges during the examination time.
- Provide dedicated technical assistance, tele callers, and a WhatsApp number/email ID for query resolution.
- Develop a module to automatically evaluate candidates' marks in accordance with the marking scheme provided by BCST.
- Archive examination data (at least for 1 year) for future reference as per BCST's requirements.
- Provide the design certificate of all the rank holder candidates to BCST on admin Pannel which will be accessible for admin only.
- For accessibility and convenience map examination centres located within candidates' districts or nearby.
- Develop a feature to bulk upload questions into the system.
- Enable question creation with various formats including image, video, audio, numerical, special symbol, mathematical symbol, and science symbol, as required.
- Provide an option to set up the difficulty level for questions.
- Implement firewall, screen lock, browser control, and ensure no other apps or advertisements pop up during the examination period to maintain integrity.
- Facilitate bulk SMS, email, and timely communication to students for updates and notifications.
- Allow control of the examination panel by enabling or disabling features for individual students.
- Implement a facility to issue warnings or pop-up notifications if cheating or malpractices are detected during the examination.
- Provide features for face recognition, ID capturing, image capturing, or making short videos during the examination period.
- Ensure the examination application is supported on Laptop/Desktop/Tablet/Mobile devices as needed.
- Support popular browsers such as Google Chrome, Microsoft Edge, Mozilla Firefox, etc.
- Implement a zero-day grievance redressal mechanism to address issues promptly.
- Ensure the responsibility for data security, portal security, and information security lies with the agency to safeguard sensitive information.
- The application/portal should have features to autosave mode on for examination during the electricity cut or any short of power cut etc.

**Other Responsibility:**

- Develop Functionality for Questions and Option randomization.
- Provide facility to export or download data from the application.
- Application should be able to handle a load of at least 50,000 applicants' hits at any instance without any interruptions.
- The application should have interface such as next, previous, preview, examination timer and question summary should be available.
- The Assessment Agency/Technical support provider will maintain all the data Security and data Transparency related to this Examination. If there is any data theft happened in future agency will be responsible for any kind legal action taken by BCST Bihar, Patna.
- Develop additional features to smooth the online examination process as a when required without having additional cost.
- Sign Non-Disclosure Agreement (NDA) with BCST.
- The bidder will provide the dashboard to the department for accessing all the data information and registration details of both Mathematics and Science Examination.

**18. Examination Schedule:** Month of September**19. The responsibility matrix for the process shall be as under:**

Sl. No.	Scope of Services	Responsibility	
		BCST	Agency
I	Data of registered candidates to be made available for admit card generation.	X	√
II	Creation of Hall ticket and up-loading of Hall Ticket	X	√
III	Question Paper for the examination	√	X
VI	Question Paper Encryption	X	√
V	Providing facility/examination hall/amenities	√	X
VI	Supervision during exam.	√	X
VII	Providing Syllabus and deciding difficulty level of question paper and marks.	√	X
VIII	Calculation of Marks obtained by candidates and preparation of spread sheet as per requirement	X	√
XI	Prescribing norms for creation of result/outcome.	√	X
X	Preparation of result/outcome as per the decided norms and handover in secured form.	√	√
XI	Upload responses and candidate data from local server to Data Centre.	X	√
XII	Application Hosting Server and data archiving	X	√

**20. Responsibility of BCST:**

Provide venue with internet facilities, provide invigilators, provide syllabus, preparation of question papers along with difficulty level and develop norms for creation of result/outcome etc.

**21. Payment:**

The bidder will be entitled to a minimum assured payment for at least 50,000 candidates in each examination as per rates in the financial bid even if numbers of registrations are less than 50,000.

The selected bidders shall be paid based on the outputs according to the agreed scope of work which will be following:

- a. No advance payment will be considered by the BCST.
- b. Payment shall be against average of valid registrations and number of students participated for the examination. Following would be the method of calculation.

$$\left\{ \begin{array}{l} \text{Valid registration} = (A) \\ \text{Number of students participated} = (B) \\ \text{Average } (C) = (A + B)/2 \end{array} \right\}$$

- c. The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule.
- d. On completion of activity, the agency would submit an invoice in triplicate with supporting documents, if any, to the BCST for payment. After completion of the due procedures, in the BCST, payment will be made through electronic transfer of funds to the bank account of the agency concerned.
- e. For facilitating Electronic Transfer of funds, the selected agency will be required to submit the name of the Bank & Branch, account no. (i.e., bank name, IFSC Code and Bank A/c No.) And forward a cheque leaf duly cancelled, to verify the details furnished.
- f. No partial payment would be done under any circumstance. The final settlement of the bill would be done upon successful completion of the assignment.

## **TERMINATION, DISPUTE RESOLUTION & OTHER**

### **22. Termination of Contract**

- a) If any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization after signing of contract, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD and/or Performance Security also, whatever it relates.
- b) Notwithstanding contained here, the Bihar Council on Science & Technology, Patna prejudice to any other contractual rights and remedies available to it, shall by written notice of default sent to the bidder, terminate the contract in whole or in part, if the bidder fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract and the firm may be blacklisted, consequently the performance security may be forfeited.
- c) **Termination for Insolvency** - If the bidder becomes bankrupt or otherwise insolvent, it will inform to the Bihar Council on Science & Technology, Patna within 30 days written notice to terminate the contract. Bihar Council on Science & Technology, Patna reserves the right to terminate, without any compensation, whatsoever, to the bidder, and may forfeit the performance security.
- d) **Termination by mutual consent** - In the event the Bihar Council on Science & Technology, Patna and the bidder mutually agrees to terminate the contract, either party shall give 90 days' written notice to the other party and after the consent of both the parties contract may be terminated without any Legal or financial obligation on any party to the contract.
- e) **Termination due to unsatisfactory performance:** Contract with the agency would be terminated in the following circumstances:
  - I. Agency fails to begin work within 15 days of signing the contract.
  - II. Fails to perform agreed deliverables (as mentioned in the agreement) on time.

### **23. Force Majeure**

- a) For purposes of this clause, Force Majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence, and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, earthquake, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- b) If a Force Majeure situation arises, the bidder shall promptly notify the Bihar Council on Science & Technology, Patna in writing of such conditions and the cause thereof within 7 days of occurrence of such event. Unless otherwise directed by the bidder in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- c) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

**24. Notices**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or e-mail or by post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract between the Bihar Council on Science & Technology, Patna and the bidder.

**25. Resolution of Disputes**

- a) Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- b) If any further dispute arises between the parties thereupon, the same will be settled as per the extant law of land through the competent court of law under the territorial jurisdiction of Patna only.

**26. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

DRAFT

&lt;Company Letter head&gt;

**Technical Bid Format****Engagement of Agency for Computer Based Test Service**

1.Name of the company/firm and Complete Postal Address (as per Registration Certificate)				
2. Company/Firm Profile:				
3. Name, Designation and Tel. No(s) of the Contact Person, Mobile /Phone, and email address.				
4. Declaration that the bidder has not been debarred / blacklisted by any Central / State Government Organization / Public Sector Unit (PSU) / University / Autonomous body (As per annexure 4).				
5. Total Number of years of experience in Computer based test with the Central / State Government Organization / Public Sector Unit (PSU) / University / Autonomous body in India.				
6.Statutory details (photocopy to be attached) a) Registration No. of the Firm- b) PAN- c) GST Reg. No.-				
7. Average turnover of the company in the last 3 years	FY 2020-21	FY 2021-22	FY 2022-23	
9. Experience of completing assignment related to Computer based test with at least 50,000 candidates scheduled in a single shift.	Name of the assignment	Name of the Party Central / State Government Organization / Public Sector Unit (PSU) / University / Autonomous body in India.)	Date of Starting of assignment	Date of completion of assignment
	1.			
	2.			
	3.			

**Note: Attach necessary documentary evidence to substantiate information mentioned above.**

**\* If the contract is successfully completed, the bidder must provide a completion certificate for that duration.**

< Authorised Signature >

Name:

Designation:

&lt;Company Letter head&gt;

**FINANCIAL BID FORMAT**

To,

Project Director,  
Bihar Council on Science & Technology,  
IGSC-Planetarium,  
Adalatganj, Patna-800001

**Engagement of Agency for Computer Based Test Service**

S.no.	Item	Unit Cost per candidate
1	Computer Based Test Service inclusive of all expenses, as per scope of work as mentioned in RFP (applicable tax extra).	

Cost in words - .....

&lt;Authorised Signature&gt;

Name:

Designation:

**Note:**

- In case of any discrepancy amount quoted in words only shall be considered.
- Payment shall be against average of valid registrations and number of students participated for the examination. Following would be the method of calculation.

$$\left\{ \begin{array}{l} \text{Valid registration} = (A) \\ \text{Number of students participated} = (B) \\ \text{Average (C)} = (A + B)/2 \end{array} \right\}$$

**NOTE:** The bidder will be entitled to a minimum assured payment for at least 50,000 candidates in each examination as per rates in the financial bid even if numbers of registrations are less than 50,000.

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

.....  
.....

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has been identified and selected for ....., and has undertaken, in pursuance of Contract dated ... 2024 (hereinafter referred to as "the Contract") to implement the [Name of the assignment: **Tender Notice for Engagement of Agency for Computer Based Test Service for Bihar Council on Science & Technology, Patna.**

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Scheduled Bank for the assignment/performance of the [Name of the Assignment] as per the contract. WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give **Project Director Bihar Council on Science & Technology, Patna** the Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs. ....-/- (..... rupees only) to Bihar Council on Science & Technology, Patna under the terms of their contract dated on account of full or partial non-performance / non- implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards Bihar Council on Science & Technology, Patna under this Guarantee shall not, under any circumstances, exceed in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Bihar Council on Science & Technology, Patna stating full or partial non-implementation and/ or delayed and or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Bihar Council on Science & Technology, Patna any and all sums demanded by Bihar Council on Science & Technology, Patna under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Bihar Council on Science & Technology, Patna to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr..... (Mention the official address of the Bank)
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of ..... months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
  - a. Any change or amendment to the terms and conditions of the Contract or the execution of any further contracts/Agreements.
  - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between bidder and the Bank.
5. The Bank also agrees that Bihar Council on Science & Technology, Patna at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without

proceeding against bidder and notwithstanding any security or other guarantee that Bihar Council on Science & Technology, Patna may have in relation to the bidder's liabilities.

6. The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Bihar Council on Science & Technology, Patna or any other indulgence shown Bihar Council on Science & Technology, Patna or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the .....courts of .....Patna only, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the ..... Day of .....2024

Witness 1:

Name:

(Signature)

Witness 2:

Name:

(Signature)

DRAFT

**Format for Declaration by the bidder for not being Blacklisted/Debarred:**

**(To be executed on a non-judicial stamp paper of appropriate stamp duty)**

Date:

To,

**Project Director,  
Bihar Council on Science & Technology,  
IGSC-Planetarium,  
Adalatganj, Patna-800001**

Subject: Submission of proposal in response to the Tender for  
“ \_\_\_\_\_ ”

Ref: Tender No. :

Dear Sir,

I, authorized representative of \_\_\_\_\_, hereby solemnly confirm that the Company/Firm \_\_\_\_\_ is not blacklisted / banned / debarred/ declared ineligible / declared having dissatisfactory performance and not banned by the Government of Bihar/ Any other State Government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Department 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, Bihar Council on Science & Technology, Patna reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you.

Yours faithfully,

<Authorized Signatory >

Name:

Designation:

Address:

Telephone & Fax: