

BIHAR ANIMAL SCIENCES UNIVERSITY

**BIHAR VETERINARY COLLEGE CAMPUS, PATNA-14**

**F.No.** BASU/182 **Dated**. 18./12./2018

**E-Procurement Tender Notice**

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| 1. | The Bihar Animal Sciences University, Patna invites Technical & Financial bids through E-tendering process for conduct of Online Computer Based (CBT) Examination including online registration of applications for recruitment to the posts under Bihar Animal Sciences University and its colleges | | |
| 2. | Details of Tender Deposits:- | | |
|  | Cost of Tender Form | : | Rs. 1000/- (Rupees one thousand only) if bought from office  Nil, if downloaded from web site |
|  | Earnest Money Deposit | : | Rs. 50,000/-(Rupees Fifty thousand only) |
|  | Performance Security Deposit | : | Rs. 10,00,000 /-(Rupees Ten Lakhs only) |

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|  | **The tender document contains the following:-** | | |
| 1 | Terms & conditions for invitation of tender | : | Page No 8 |
| 2 | Schedule-I | : | Technical bid |
| 3 | Schedule-II | : | General Information, other terms & conditions and scope of the work |
| 4 | Schedule-III | : | Financial Bid 1 |
| 5 | Schedule-III (B) | : |  |
| 6 | Annexure-I | : | Statement of the Minimum 3 year experience ----- |
| 7 | Annexure- II | : | List of Centres ---- |
| 8 | Annexure-III | : | Undertaking by the Contractor ---- |
| 9 | Annexure-IV | : | Draft specimen agreement ----- |
|  | **Tender schedule:** | | |
| 10 | Tender id | : | --- |
| 11 | Tender No. | : | ----- |
| 12 | Date of release of Tender through e-procurement | : | 26/12/2018 |
| 13 | Pre Bid meeting date/time/venue | : | 07/01/2019 at 11:00 AM |
| 14 | Last date & time for submission of bid | : | 17/01/2019 at 2:00 PM |
| 15 | Date & time for opening of technical bid | : | 18/01/2018; 3 PM at conference hall of Bihar Veterinary college |
| 16 | Date & time for opening of financial bid (Tentative) | : | Date to be announced by Competent authority |
| 17 | Address for Communication | : | Registrar,  Bihar Animal Sciences University, Patna |

4. On-line bids are invited under two-bid system through e-procurement system of Govt. of Bihar from well-established/reputed firms for conduct of Online Computer Based (CBT) Examination including online registration of applications for recruitment to the posts under Bihar Animal Sciences University. The scope of work, timelines, information to be furnished by the agency, evaluation criteria for selection and other relevant details have been laid down in the tender document. The instructions for uploading the tender/bid/quotation may be obtained from the website https://www.eproc.bihar.gov.in/BELTRON.

5. Tender form, terms and conditions and draft agreement can be downloaded from the website, www.BASU.org.in. On-line bids complete in all respects should be submitted through CPP portal of Bihar Govt on or before the last date and time i.e. 17/01/2019 at 1400 hours.

6. In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time. The Bihar Animal Sciences University reserves the right to accept or reject any or all the tenders without assigning any reason. Please note that only online bids will be accepted.

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| (…………………………………….) |
| Registrar |

BIHAR ANIMAL SCIENCES UNIVERSITY

**BIHAR VETERINARY COLLEGE CAMPUS, PATNA-14**

F.No. -----------------------------

INVITATION TO ONLINE TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS OF CONTRACT FOR CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER

BIHAR ANIMAL SCIENCES UNIVERSITY

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| **From:** |  |
|  | Registrar |
|  | Bihar Animal Sciences University |
|  | Patna-14 |
| **To** |  |
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| **Dear Sir** |  |
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Online Tenders are hereby invited on behalf of the Registrar, Bihar Animal Sciences University, Patna for CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER BIHAR ANIMAL SCIENCES UNIVERSITY.

1. The terms and conditions of the contract are those contained in the general conditions of contract applicable to the contracts placed by the Bihar Animal Sciences University as detailed in the tender forms and its schedules. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. Earnest money of Rs 50,000/- is required to be deposited in the form of demand draft/pay order payable to Finance Comptroller, Bihar Animal Sciences University at Patna, Bihar Veterinary College Campus, Patna-14 on or before the last date/time of submission during working hours i.e. 9.00 A.M. to 5.30 P.M. on all working days (except Sunday and Gazetted Holidays). The particulars of the earnest money deposited must also be super scribed on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected out rightly.

3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not withdraw from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the Bihar Animal Sciences University. In the event of the offer made by the tenderer is not accepted by Bihar Animal Sciences University, the amount of earnest money deposited by the tenderer will be refunded to him within 30 days of placement of offer to the successful bidder or within 15 days of end of the validity period whichever is earlier, in the manner prescribed by the Bihar Animal Sciences University. An undertaking as per Annexure-'III' is also required to be submitted by the tendering firm.

4. The Schedule I & III as well as Annexure-I & Annexure-III of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the schedule is considered necessary, it should be communicated and get clarified during pre-bid meeting.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules from the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify on the letter pad of the firm whether he signs it in the capacity of (i) a sole proprietor of the firm of constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.

6. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Bihar Animal Sciences University without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure(s), if any, should be signed by the tenderer.

7. If a tenderer does not accept the offer, after issue of letter of award by Bihar Animal Sciences University within 15 (fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.

8. The rates quoted by each firm for job/service contract in tenders are required to be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened online by the authorised officer. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (electronically) as done in the conventional tender process or he can visualize the process online without physically being present at Bihar Animal Sciences University.

9. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.

10. The first examination to be conducted on the basis of the rate contract will be for the post for which there is no historical data available to indicate approximate number of applications. Hence, the exact Contract value may not be known till the process of Online registration of application is completed. In this background, an amount of Rs. 10 Lacs (Rupees Ten Lacs) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit after receiving a communication from the Bihar Animal Sciences University about award of contract. In the event of non-deposition of the same, the earnest money will be forfeited.

11. No interest on security deposit and earnest money deposit shall be paid by the Bihar Animal Sciences University to the tenderer.

12. The Income tax or any other tax which is as per the rules of the Govt. of India shall be deducted at source from the bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.

13. Decision of Vice Chancellor, Bihar Animal Sciences University be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Registrar, Bihar Animal Sciences University. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

14. Acceptance by the Bihar Animal Sciences University will be communicated by fax/telegram, express letter or any other form of communication. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the form of e-mail/fax/telegram/ express letter etc. should be acted upon immediately.

15. The Bihar Animal Sciences University does not pledge itself to accept the lowest or any other tenders and also reserve to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.

16. The Bihar Animal Sciences University reserve the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I and II of this document, at its discretion, in the interest of the job/work.

17. Successful Bidder/tenderer will have to enter into a detailed contract agreement with Bihar Animal Sciences University on non- judicial stamp paper of Rs 1000/- (One hundred only) for work as per draft agreement enclosed at Annexure-IV.

18. The following document/vouchers are required to be uploaded with the technical bid (Schedule-I):-

(a) Scanned copy of DD/Pay order of Earnest Money Deposit (EMD) and tender cost form.

(b) **Scanned copy of Registration Certificate of the firm for this purpose.**

( c) Scanned copy of the profile of the Agency/ Tenderer

(d) Scanned copy of list of clients including PSUs, Educational Institutions/ Central Government/State Government etc. where similar jobs are executed in past " 3 years with copy of self-attested work orders, minimum three (3) projects of similar nature”, with details in enclosed tabular form (Annexure-I).

(e) Scanned copy of list of centres & Infrastructure facilities available on All India Basis.

(f) Scanned copy of confirmation of testing system compliant with ISO 27001. 5

(g) Scanned copy of 'safe to host' certificate by CERT-in empanelled agency.

(h) Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.

(i) Scanned copy of audited balance sheet of the firm during each of the last three financial years by the Chartered Accountant.

j) Scanned copy of the document to show that the turn-over from the online exam and profit & loss account to the satisfaction of the Bihar Animal Sciences University, as per criterion listed in para 4.2 of Schedule -II of this tender document.

(k) Scanned copies of Income Tax and Service Tax Registration Certificates and latest Income Tax Return submission copy.

(l) Scanned copies of PAN Number and TIN Number.

(m) An Undertaking as per ANNEXURE-III, duly attested by Notary on a non-judicial stamp paper of value of Rs 100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years.

(n) Scanned copy of a certificate as per para 1.7 of Schedule II of this tender document.

Only those firms who will qualify in the technical bid will be considered for financial bid (s).

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| (…………………………………….) |
| Registrar |

SCHEDULE-I PART-I

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| --- | --- | --- | --- |
| 1 | Name of the Firm/Agency | : |  |
| 2 | Full address with Post Box No. and telephone no. if any | : |  |
| 3 | Constitution of the firm/ agency (Attached copy) | : |  |
| 4 | (i) Indian Companies Act, 1956 | : |  |
| 5 | (ii) Indian Partnership Act, 1932 (please give names of partners) | : |  |
| 6 | (iii) Any other Act, if not, the owners | : |  |
| 7 | (i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender | : |  |
| 8 | (ii) If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration | : |  |
| 9 | (iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner( s) | : |  |
| 10 | Name, address, tel. no. of the proprietor/ Partner of the agency/firm or if it is a company, the same details of the Director(s) of the company | : |  |
| 11 | Name and full address of your banker | : |  |
| 12 | Your Permanent Income Tax No. / Circle/ Ward (copies of PAN/TAN and Service tax registration to be uploaded) | : |  |
| 13 | Date of establishment of the agency/firm/company | : |  |
| 14 | Any other relevant information supporting Technical Bid | : |  |
| 15 | Scanned copy of DD/Pay order of Earnest Money Deposit (EMD) and tender cost form | : |  |
| 16 | Scanned copy of Registration Certificate of the firm for this purpose | : |  |
| 17 | Scanned copy of the profile of the Agency / Tenderer | : |  |
| 18 | Scanned copy of list of clients including PSUs, Educational Institutions/ Central Government/State Government etc. where similar jobs are executed in last three (03) financial years with copy of self-attested work orders along with scanned copies of satisfactory services report, minimum three (3) projects of similar nature, with details in enclosed tabular form (Annexure-I) | : |  |
| 19 | Scanned copy of list of centres & Infrastructure facilities available on All India Basis | : |  |
| 20 | Scanned copy of confirmation of testing system compliant with ISO 27001 | : |  |
| 21 | Scanned copy of 'safe to host' certificate by CERT-in empanelled agency | : |  |
| 22 | Scanned copy of audited balance sheet of the firm during each of the last three financial years by the Chartered Accountant | : |  |
| 23 | Scanned copy of the audited document to show that the turn-over from the online exam and profit & loss account to the satisfaction of the BIHAR ANIMALSCIENCES UNIVERSITY, as per criterion listed in para 4.2. | : |  |
| 24 | Scanned copies of Income Tax and Service Tax Registration Certificates and latest Income Tax Return submission copy | : |  |
| 25 | Scanned copies of PAN Number and TIN Number | : |  |
| 26 | An Undertaking as per ANNEXURE-III duly attested by Notary on a non-judicial stamp paper of value of no/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years, etc. | : |  |
| 27 | Scanned copy of a Certificate as per para 1.7 of Schedule II of this tender document. | : |  |

PART-II

|  |  |  |  |
| --- | --- | --- | --- |
| 1 | Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders |  |  |
| 2 | Name of the permanent representative to be visiting BIHAR ANIMALSCIENCES UNIVERSITY, regarding the contract |  |  |

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| --- | --- | --- | --- |
|  | Date: |  |  |
|  | Place: | AUTHORISED SIGNATORY | |

Please add supplementary pages duly numbered wherever needed by the Tenderer

Annexure-I

Details of the project executed/work done in the last 3 years along with satisfactory report strictly as per criterion in para 4.2 (A) of Schedule –II

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| --- | --- | --- | --- | --- |
| Sl. No. | Name of the Deptt./ Period Remarks Organization & Name of contact Person with Ph. No. | Period | | Remarks |
|  |  | From | To |  |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
|  |  | (Authorized Signatory) | | |

SCHEDULE-II

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF CONTRACT FOR CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER BIHAR ANIMALSCIENCES UNIVERSITY.

The Bihar Animal Sciences University, Patna invites Technical & Financial bids through E-tendering process for conducting Online Computer Based (CBT) Examination including online registration of applications for recruitment to the posts under Bihar Animal Sciences University and its colleges. This tender establishes fundamental requirements for Online Examination (Computer Based Test) for entering into a contractual relationship with a qualified agency for conduct of Online Examination of Bihar Animal Sciences University.

1. Introduction and General Information

1.0 Bihar Animal Sciences University conducts written examinations for appointment to various posts. Quotations are invited for appointment of an agency for conducting Computer Based Examination for recruitment to certain posts under Bihar Animal Sciences University. The first exam by availing the services of agency to be engaged through this tender is likely to be conducted in March 2019. in a single / double slot of two to three hours as per tentative schedule given under para 3 of this Schedule. The rates offered and decided for this Exam shall be treated as 'Rate Contract' for any other Exam which may be conducted by the Bihar Animal Sciences University during 2018-19. The contract may be renewed for another year by mutual agreement of the two parties.

1.1 The list of cities where the Exam scheduled is given in Annexure - II.

1.2 The tender should be computer generated. The name and signature of bidder's authorized person should be recorded on each page. All pages of the tender shall be numbered and submitted as a package along with forwarding letter on agency's letter head as per Annexure-III. If the bidder gives any misleading or incorrect information in their tender or wrongfully create circumstances for acceptance of the tender, Bihar Animal Sciences University reserves the right to reject such a tender at any stage.

1.3 Late bids i.e., bids received after the specified date and time for receipt of bids shall not be considered.

1.4 The Earnest Money Deposit (EMD) should remain valid for a period of forty five days beyond the final bid validity period. EMD of unsuccessful bidders would be returned within 30 days of placement of offer to the successful bidder or within 15 days of end of the validity period whichever is earlier.

1.5 For the first examination to be conducted on the basis of the rate contract, there is no historical data available to indicate approximate number of applications. Hence, the exact Contract value may not be known till the process of Online registration of application is completed. In this background, an amount of Rs. 10 Lacs (Rs. Ten Lacs) is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit after receiving a communication from the Bihar Animal Sciences University about award of contract, in the form of Fixed Deposit Receipt/ Bank Guarantee from any Commercial Bank, Demand Draft/ Pay Order in favour of Finance Comptroller, Bihar Animal Sciences University, Patna payable at Patna within 14 days of receipt of the order. The Performance Security would be retained by Bihar Animal Sciences University till satisfactory completion of the work assigned and shall remain valid till ninety days of the completion of all contractual obligations.

1.6 The EMD would be returned to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by Bihar Animal Sciences University under any circumstances.

1.7 Considering the confidentiality and sensitivity of the work involved, the bidders have to enclose a certificate along with the technical bid to the effect that it would not divulge any details pertaining to the examination to anybody without prior permission of Bihar Animal Sciences University and that it would take necessary preventive measures to ensure that nobody would come to know that the exam is being conducted by them. **The agency will also have to certify that none of the relations of the personnel to be deployed for this work would appear for the exam to be conducted by the Agency.**

2. SCOPE OF WORK - The selected solution and service provider (S&SP) shall be responsible for end-to-end examination management and undertake the below mentioned but not limited to the following activities. The selected S&SP shall take necessary precaution to safe-guard system data from all vulnerabilities / threats and maintain confidentiality and secrecy of all information related to people, process and data during all the three phases i.e. pre-examination, conducting examination and post examination. The selected S&SP shall deploy one Project Manager who would be responsible for communicating the progress of work on the examination, team management, issue management etc.

***A. Pre Examination Phase:***

I**. Online Registration of Candidates**

(i) Design, configuration, customization and deployment of e-Forms on official/given website to enable online registration of candidates / applicants. Server of IT Company shall be used. Registration process differs in each entrance/ recruitment examination.

(ii) Configure system validations and facility to capture applicant data through online payment and Challan mode.

(iii) Online Help / FAQs

(iv) Integration of candidate registration module with State Bank of India with Bihar Animal Sciences University has tie up to enable receipt of examination fee through State Bank of India payment gateway as of now, but they may change as per need of Bihar Animal Sciences University.

(v) The application shall be certified as "Safe to Host" by any CERT-in empanelled agency at least 30 days prior to the scheduled date of examination. Payment to CERT in certification will be borne by the bidder.

(vi) Applicants can apply online only and upload scan copy of candidate's photo, signature, thumb impression, challan copy, etc.

(vii) Generation of fee receipt and filled up application form

(viii) Provision for updation of application status based on successful fee receipt from candidates.

(ix) Disable application form after expiry of the scheduled application submission date.

(x) System generated "Candidate Registration Report" detailing day-wise registration, gender / caste categorization, fee confirmation details and valid candidates enrolled for the online assessment examination etc.

**II. Test Centre Management and Examination Schedule**

**(i)** Arrangement and preparation of test-centres as per the requirement of the examination at least 20 Days prior to the scheduled date of the examination, to ensure that centre is notified to a candidate at least 20 days prior to conduct of Exam.

**(ii)** Availability of sufficient number of Test Centres across the Country to ensure conduct of examination in single / double Sessions covering all candidates.

**(iii)** DISTANCE BETWEEN SCREENS OF TWO CANDIDATES TAKING THE EXAMINATION SHOULD BE AT LEAST 2 FEET (FRONT AND BOTH SIDES) AND WOODEN/HARD Bihar Animal Sciences University PARTITIONS TO BE INSTALLED ON THREE SIDES OF COMPUTER MACHINE IN SUCH A MANNER THAT CANDIDATE CANNOT SEE OTHER CANDIDATES COMPUTER SYSTEM. Gatta, Transparent material Thermocoal are strictly prohibited in partitions.

**(iv)** Exam Centre verification using Capacity Estimation Process. Number of seats at a particular center along with buffer capacity and other logistic arrangement i.e. DG set, water arrangement, security etc. (v) Ensure availability of at least 2 additional Network / LAN switch at each Test Centre

**(vi)** Arrangement of necessary power backup arrangement / one (01) DG set in each Test Centre

**(vii)** Availability of drinking water and first aid facility at Test Centres

**(viii)** Deployment of following minimum number of Technical Resources to administer servers, hardware devices, networking and facility management at each of the test centre:

* One IT technical administrator per 40 exam computers.
* One IT technical manger per 200 exam computers.

**(ix)** Deployment of administrative resources (as per Bihar Animal Sciences University norms) like Exam Supervisors, Invigilators, Security, peon and other supporting staffs at each Test Centre to ensure successful completion of the examination. Bihar Animal Sciences University on its own discretion may deploy one Observer/Flying squad at each test centre to oversee the overall examination process.

**(x)** Thorough checking of all nodes, network equipment’s, electrifications, CCTV Cameras, Biometrics machine & Web Camera at Registration Desk (for capturing fingerprints, photograph & signatures of candidates) and other active / passive devices as per the test-centre worthiness assessment plan at each test centre location at least five (05) days prior to the scheduled date of examination.

**(xi)** Preparation of Test Centre allocation sheet, Test Centre checklist and fill out the details of each Test Centre (seating capacity, number of nodes and other required facility) and submit the same to Bihar Animal Sciences University at least 15 days prior to the scheduled date of examination.

**(xii)** Selection, finalization, registration and mapping of test centres in system along with the contact details / address of the Test Centre.

**III. Admission Card Generation**

**(i)** Randomization of candidate data and Randomized generation of examination roll number

**(ii)** Allocation of Candidates in various Test Centres in system based on the pre-defined parameters as agreed with Bihar Animal Sciences University.

**(iii)** Generation of Admission Card in system.

**(iv)** Randomized allotment of seats to candidates to appear in online test is to be done at the point of biometrics and capturing of candidates on the day of examination.

**(v)** System generated "Exam-Roll List" detailing Test Centre wise allocation of the Candidates.

**(vi)** Facility to send PDF / non-editable version of the Admission Card (containing Registration No. / Date / Location / Time / Address / Instructions etc. to candidate's registered email ID at least 15 days prior to the scheduled Date of Examination). Admit cards are required to be sent by speed post also. The solution and service provider (S&SP) will provide the service for dispatching the same through speed post and the cost of sped post (only) will be borne by Bihar Animal Sciences University.

**(vii)** Generate unique Login ID and Password in system and SMS and e-mail notification to the candidates on registered mobile number at least 15 days prior to the scheduled Date of Examination.

**IV. Centralized Help desk support services:**

**(i)** Set-up centralized help desk during registration of applications process as well as 10 days prior to the scheduled date of examination. Minimum 2 executive required for help desk. Help will be active for 12 Hours from 8 am to 8 pm. Bihar Animal Sciences University shall provide landline number to the helpdesk for attending to queries of the candidates. The cost of mobile, sim and uses charge for the same will be borne by the solution and service provider. The sim should exclusively for this use and will be blocked once the help desk is dissolved. Such numbers will be notified in the Advertisement to be issued for registration of applications.

**(ii)** To provide Telephonic / email support to the candidates and guide them in taking print out of the Admission Cards, other Examination / Test Centre related queries etc.

**(iii)** Provide daily call-log details and intimate Bihar Animal Sciences University team via email.

**(iv)** Escalate / intimate Bihar Animal Sciences University team, whenever any candidate reports non-receipt of Admission Card / incomplete information provided to the candidate etc. (if required) .

**V. Establishment of confidential Examination Control Unit (ECU)**

**(i)** Deployment of sufficient number of Technical Experts at the designated confidential Examination Control Unit to be allocated by Bihar Animal Sciences University to facilitate in question paper [to be provided by the Bihar Animal Sciences University] uploading, configuration in system, test server set-up, console monitoring etc. Necessary IT infrastructure would be provided by the agency.

**(ii)** Configuration and readiness of the Server at ECU to ensure smooth conduct of the entire examination process including encryption of question papers, uploading of question papers, result processing etc.

**(iii)** Set-up Exam console at ECU for monitoring the entire examination from ECU by the confidential team deployed by Bihar Animal Sciences University.

**(iv)** To establish central command system at Bihar Animal Sciences University and any place as per needs of Bihar Animal Sciences University Patna.

**VI. Environment Check at Test Centre and Conduct Mock Drills / Mock Tests**

**(i)** Checking environment based on test centre readiness check-list and ensure readiness of individual test centre

**(ii)** Verify working condition of the available / allocated node / terminals to undertake the test with the required configurations, system scanning, operating system / web browser compatibility assessment etc.

**(iii)** Verification of network configuration and internet bandwidth / LAN connectivity availability check (iv) Conduct 02 (two) Mock Tests (dry run) along with Bihar Animal Sciences University designated representatives at least 3 days prior to the scheduled date of examination.

**(v)** Conduct Final Mock Test (dry run) along with Bihar Animal Sciences University designated representatives at least 1 day prior to the scheduled date of examination.

**(vi)** Certification of the nodes eligible for conducting the online assessment examination and sealing of the Test Centre after conducting final mock test.

**(vii)** Getting test centres in compliance with test requirements including installation of CCTV cameras at test centres (one CCTV camera per ten candidates) installed in such a manner that it covers faces of all candidates with continuous recording throughout the examination process which is to be handed over to Bihar Animal Sciences University after completion of examination, CCTV cameras in all the corridors of exam centre and hand videography at all the places of online examination throughout exam process. Frisking of candidates who are to take the test as per law. All invigilation staff and trained security guards as per needs of Bihar Animal Sciences University will be provided by the S&SP.

***B. Conducting Examination Phase:***

**I. Test Centre Administration to Conduct Examination**

**(i)** To arrange, test and set-up at least One (01) Bio-Metric Device and One (01) Web Camera to capture finger print, thumb impression and photograph for each set of 40 candidates before the examination session. The bidder shall capture photograph and signature of the examinees and reconcile (match) it with the photograph and signature given in the application. Further, the bidder shall also capture finger print and thumb impression of the candidates and match the finger print and thumb impression at the time of skill test/joining, if need for such a verification arise at the time of Counselling/Joining.

**(ii)** Final inspection / testing of the Servers installed at all Test Centres and Connectivity at least 1 day prior to the commencement of examination.

**(iii)** Ensure availability of the roll sheet and attendance sheet in all the Test Centres along with the list of candidates who would undertake examination in the designated Test Centre.

**(iv)** Candidate identification, admission card authenticity check and verification of candidates at the Test Centre entrance gate at least 90 minutes prior to the commencement of Examination.

**(v)** Cancellation of registration if any discrepancy found and intimate Bihar Animal Sciences University representative available at the Test Centre.

**(vi)** Allocation of seats and allotment of terminals to all eligible candidates should be completed at least 10 minutes prior to the commencement of Examination.

**(vii)** Assigning login credentials to the candidates to undertake the test.

**(viii)** Circulate attendance sheet in all the Test Centres and capture signature of all the Candidates on the attendance sheet during conducting the examination.

**(ix)** Once the candidates' signatures are captured, the S&SP shall submit the signed attendance sheet to the Bihar Animal Sciences University representative, who will counter-sign on the attendance sheet.

**(x)** Provision to allot new Desktop / Terminal to candidate in case of failure of any Node and assist them to undertake the examination with minimum delay.

**(xi)** Test centre administration and frisking of candidates [including handheld metal detectors] throughout the examination period. Working mobile jammers and CCTV camera recording during entire exam process at test centres installed in such a manner that it covers faces of all candidates with continuous recording throughout the examination process which is to be handed over to Bihar Animal Sciences University (after completion of examination). Bihar Animal Sciences University will take permission for mobile/internet Jammer.

**II. Test Delivery and Monitoring**

Test (which will be bi-language ie in Hindi as well as in English ) will be delivered only over the intranet at a Test Centre and the candidates will access the test through a computer.. The Delivery should only be on distributed model (ie through local intranet based servers) and centralized internet delivery model.

(i) Ensuring readiness of the Server available both at Test Centre and Examination control Unit (ECU) along with availability of the required internet bandwidth / connectivity and necessary power backup at Test Centres for smooth conduct of the entire examination process.

**(ii)** Downloading the participant list who are going to undertake test at the designated test centres.

**(iii)** Ensuring download / push question papers to Test centres from ECU through 128 bit AES + RSA Encrypted data transfer to various Nodes.

**(iv)** Application shall have the facility to push various questions based on the request received from the candidates appeared in the exam.

**(v)** Application shall provide secured access to the participants / candidates based on the provided login ID / Password to allow the candidates to login to the application and undertake the online assessment exam.

**(vi)** Application shall have the provision to display same question in jumbling manner to various candidates with various options configured for the questions (questions and option choices to be jumbled ensuring that no two candidates are having same question and option choices at a time).

**(vii)** Application shall display only one question on screen at a time with various options.

**(viii)** Application shall have the facility for navigation between various Questions, ability to navigate to other sections before completing a section or no scroll back, as per needs of Bihar Animal Sciences University.

**(ix)** Application shall have secured storage for answers to questions by candidate.

**(x)** Application shall have the facility for instant display of attempted questions anytime during the examination and provision for different colour coding for attempted, not attempted, mark for review or no scroll back of questions as per needs of Bihar Animal Sciences University which will be intimated at the time of Examination. Availability of colour blind feature at the time of online examination, so that colour blind people can take the test, if needed.

**(xi)** Application shall have the ability to trace candidates requested questions from test centre and maintain system audit trail.

**(xii)** Application shall have the facility to generate monitoring log / system click by click audit trail on the server for every candidate with his/her IP and Complete traceability of any single candidate's node.

**(xiii)** The online assessment exam shall stop automatically after expiry of the scheduled examination duration.

**(xiv)** Uploading of responses along with audit trail to ECU from the test server after completion of the examination.

**(xv)** Scheduling Backup Server to take continuous backup from Main Server at each Test Centre and availability of continuous Back-Up and restoration facility for Business Continuity Planning / Disaster Recovery purpose.

**(xvi)** Restart / Resume of Test (in case of node / power / network / application failure etc.).

**(xvii)** In case of Machine, Power or Network Failure, software shall be able to retrieve candidates attempted questions and its responses entered by the candidate fully along with creation of incident report and system audit trail (downtime details, additional time taken by the candidate etc.).

**(xviii)** Acknowledgement of Exam progress to ECU from Test Centre Superintendent / Technical team. Collect feedback /grievances from candidates.

Provision to download / save / burn the participants list at all the test centres, Biometric details, candidate’s responses, system audit trail in DVD (session disc / non-writable DVD, which cannot be overwritten in future) at the Test Centre as well at the ECU after completion of the examination. Submit three sets of DVDs (single session disc / non-writable DVD, which cannot be overwritten in future), in signed & sealed envelope to Bihar Animal Sciences University on the date of examination.

**C. Post Examination Phase**:

I**. Candidate's Response Evaluation and Result publication**

**(i)** Uploading the Answer key on the website for candidate’s objections/ comments, if any, within 10 days of such uploading, compilation of all objections received from the candidates and disposal of the same in consultation with Bihar Animal Sciences University authorities.

**(ii)** Define cut off criteria and conduct Result Equalization Exercise / Percentile based evaluation of candidates with the help of an expert in the field appointed by the bidder, if so required and directed by Bihar Animal Sciences University.

**(iii)** Question-wise detailed evaluation of the candidate responses.

**(iv)** Apply scoring rules and cut-off to arrive at final merit list.

**(v)** Generation of result (category and gender wise or in any format as required by Bihar Animal Sciences University and category-wise merit list based on the rules defined by Bihar Animal Sciences University.

**(vi)** Submit three sets of DVDs (single session disc / non-writable DVD, which cannot be overwritten in future), in signed and sealed envelope to Bihar Animal Sciences University containing Result / Merit list.

**(vii)** Assist team to publish category-wise merit list on Bihar Animal Sciences University website / given website.

**(viii)** Hand over to representatives of Bihar Animal Sciences University the audit trails of all candidates and video recording of entire exam process within 48 hrs from completion of examination and keep a backup copy of the same so as to provide information as and when required by Bihar Animal Sciences University**.** Bihar Animal Sciences University will provide Hard Disk for video/Web recording of centres.

**II. MIS Reports and other support activities**

**(i)** Analysis of the candidate results and provision for generation of various MIS reports:

* Category-wise / Gender-wise / Location-wise / Test Centre-wise
* Other reports as desired by Bihar Animal Sciences University.

**(ii)** Analyse the test pattern and answering pattern and submit reports on the answering pattern and feedback on question patterns / difficulty level. 17

**(iii)** Preparation and submission of Incident reports (if any).

**(iv)** Provide support to Bihar Animal Sciences University team in preparation of Court cases, RTI and other related activities. The firm will, for this purpose maintain data for minimum of three year without any cost and will delete/ destroy data only on permission of Bihar Animal Sciences University.

**3. Time Frame**

**3.1** Time limit for receipt of bids: 17/01/2019 at 2:00 pm. (Late bids received after this time limit shall not be entertained).

**3.2** Pre-bid meeting: 07/01/2019 at 11:00 a.m.

**3.3** Opening and evaluation of Technical Bids: 3 P.M. on 17/01/2019 onwards.

**3.4** Opening of Financial Bid of pre - qualified agencies: to be declared later by the competent authority.

**3.5** Placing of work order tentatively by competent authority.

The indicative implementation plan for this project is provided below:

|  |  |  |
| --- | --- | --- |
| **Step** | **Step Description** | **Weeks** |
| **1.** | Finalizing the project plan | Within one week Placing the order |
| **2.** | Registration of Online Applications | Three weeks |
| **3.** | Issue of Admit Cards | Ten days after closing date |
| **4.** | Arrangement and preparation of Centres to Exam | Twenty days prior to exam date |
| **5.** | Go Live to conduct exam |  |

**Note:**

The project timelines are based on certain assumptions and may change.

**4.** Technical Eligibility Criteria and Procedure of Evaluation and Selection

**4.1** Bihar Animal Sciences University has the sole right to accept or reject any or all bids which is incomplete or has been received after the appointed time and date or does not satisfy the qualification criteria specified here under, without assigning any reasons there for.

**4.2The tenderer firms/agency must meet the following eligibility criterion and the evaluation shall be done keeping in view these parameters:**

|  |  |
| --- | --- |
| **S.No.** | **Parameter** |
| **A** | Past experience in work of similar nature should have executed minimum of three (3) projects of similar nature. The total number of candidates handled by the firm in past in three projects (exams) during last three years is required to be minimum of 10,000 in each project (exams). Project may be end to end or may be only for all activities except registration of the candidate (Which might be carried out by the employing office). Photocopies of work orders and satisfactory performance report from the user need to be attached. |
| **B** | Average annual turnover of the Agency in the last three financial years (2015- 16,2016-17,2017-18) of Rs 2 crores in each year. Turnover should be of the bidding agency and not that of the group to which the agency belongs. The turnover refer to a company and not the composite turnover of its subsidiaries/sister concern etc. Moreover, the bidder should be a profitable firm/company during the last three years. Documentary proof, i.e., certified copies of company balance sheet and profit & loss account(duly audited) need to be attached. |
| **C** | Compliance with ISO 27001 (Former BS7799-2) – desirable |
| **D** | • Infrastructure and other details  • Office, hardware and software resources  • Personnel including skills and competence at all centres of the exam |
| **E** | Party should have PAN and Service Tax Number |
| **F** | Party should be able to furnish a copy of the latest Income tax Return |
| **G** | Firm/company must submit proof of website/application developed and having been audited through any CERT-In empanelled agency. |
| **H** | Other documents listed in Schedule-I to this tender document |

**Bids which will qualify on the criteria mentioned above will be evaluated on the basis of cost.**

**4.3** The technical bids shall not be considered for technical evaluation at all unless it is accompanied by the following:

**i.** Submission of Earnest Money Deposit of Rs 50,000.

**ii.** Submission of Annexure-I along with Work Orders and certification of satisfactory completion of contract.

**4.4** Financial bid is required to be submitted in the format attached in Schedule-III, of this tender document. There shall be for two examinations in two slot on a single day. The Financial bid should contain a quote fee for the assignment in Indian Rupees. The rates may be quoted per candidate/application basis excluding taxes. Applicable taxes will be paid as per applicable rates of the Government. In case of discrepancy between the price/rates in figures and words, the price/rates in words will be considered correct. Actual payment will be on the basis of number of candidates/application registered for the exam. Income Tax will be deducted at source from the bills as applicable. The Agency need to furnish its PAN number.

**4.5** Financial bids of only those bidders who qualify the technical criteria will be opened. The ‘lowest evaluated substantially responsive bid’ will be considered suitable for this contract.

**4.6** Bihar Animal Sciences University have right to accept or reject any or all tenders without assigning any reasons thereof.

**5.1** 25% of the payment will be made after testing of all Centres by the Bihar Animal Sciences University and if such centres are found ready for the examination. Remaining 70% of the payment will be made on satisfactory declaration of result and the remaining 5% after submission of requisite MIS reports etc.

**6. Other Conditions of the Tender:**

**6.1 Standard of performance**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the Bihar Animal Sciences University. The Bidder shall always support and safeguard the legitimate interests of the Bihar Animal Sciences University in any dealings with the third party. The security of the system should be full proof and shall be treated as "not full proof', where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor/bidder. The vender/bidder shall be liable to pay to the Bihar Animal Sciences University for any financial losses by way of some of system and process failure.

**6.2 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.

**6.3 Applicable Law and Statutory Obligations:**

The workers employed by the Agency to perform the contract, shall be the employees of the Agency and the Agency alone shall be liable to pay the wages and all other payments as may be due to the workers and Bihar Animal Sciences University shall in no way be liable for the same. The Agency shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract and the Agency shall also indemnify Bihar Animal Sciences University for any claims whatsoever made by such workers against Bihar Animal Sciences University in that behalf. Bihar Animal Sciences University shall not be responsible for death, disablement, injury, accident to Agency's employees, which may arise out of and in the course of their duties with the Agency. Bihar Animal Sciences University shall not be liable to pay any damages or compensation to the Agency's employees. The same are to be paid by the Agency as per the provisions of Law. The Agency shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

**6.4 Performance Security**

Within 07 days of the Bidder's receipt of notification of award, the Bidder shall furnish a sum of Rs. 10.0 (Rs. Ten lacs only) as performance security valid up to 90 days after the date of completion of the contract. The proceeds of the performance security shall be payable to the Bihar Animal Sciences University as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by Bihar Animal Sciences University for failure.

The Bidder has to deposit this security in the form of Bank Guarantee of a Nationalised Bank /FD/Demand Draft /Pay order in favour of Finance Comptroller, Bihar Animal Sciences University. The Performance Security will be discharged by the Bihar Animal Sciences University and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations or up to expiry of contract period, whichever is later. In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment, furnish the amendment to performance security, rendering the same valid for a period of 90 days beyond the extended duration of the contract.

**6.5 Governing Language**

The bid and contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

**6.6 Consortium**

No consortium will be entertained by Bihar Animal Sciences University. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with Bihar Animal Sciences University or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

**6.7 Penalty Clause / liquidated Damage**

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of Bihar Animal Sciences University, a penalty @ 1.0% of the bid/ task value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the Bihar Animal Sciences University, to account for the delay.

If the delay adversely affects conduct of examination, performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The Bihar Animal Sciences University may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

Moreover, if the service providing agency does not provide any of the facilities mentioned in the tender document at Centre/s, penalty will be imposed to it on the basis of feedback received from the Faculty of Bihar Animal Sciences University deployed at Centre and it may up to 10% of quoting rates (per candidate rate) for each deficiency, after issue of a written show cause notice and considering the reply of the bidder.

Failure of online examination process at any stage during the entire examination process at any test centre, Penalty will be 100% of the task cost and the agency will have to submit an undertaking to this effect.

**6.8 Prices**

The prices quoted for the items/services shall under no condition change during the period of agreement.

**6.9 Subcontracts**

The Bidder shall not subcontract the awarded contract or part thereof without written consent of the Bihar Animal Sciences University, Patna.

**6.10 Delays in the Bidder's Performance**

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as notified from time to time by Bihar Animal Sciences University to the bidder and will become the forming part of the Contract Agreement. The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the Bihar Animal Sciences University in writing the fact of the delay, it's likely duration and its cause(s). The Bihar Animal Sciences University will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the Bihar Animal Sciences University on its own. Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

**6.11 Termination for Default**

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

* The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
* The quality of the delivery of various tasks is not up to the satisfaction of the Rs. 10,00,000 (Rs. Ten lacs only) Bihar Animal Sciences University Higher The defaulting party fails to perform any other obligation under the agreement.

In the event of the Bihar Animal Sciences University terminating the contract in whole or in part, the Bihar Animal Sciences University may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the Bihar Animal Sciences University for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated. The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to Bihar Animal Sciences University for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination. In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited. In case of suspension/ termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

**6.12 Termination for Insolvency**

The Bihar Animal Sciences University may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bihar Animal Sciences University.

**6.13 Suspension**

The Bihar Animal Sciences University may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

* Shall specify the nature of the failure and
* Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder. The Bihar Animal Sciences University may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

**6.14 Confidentiality**

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the Bihar Animal Sciences University’s business or operations without the prior consent of the Bihar Animal Sciences University.

**6.15 Force Majeure**

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure. 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 was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the Bihar Animal Sciences University, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify to the Bihar Animal Sciences University in writing, of such conditions and the cause thereof. Unless otherwise directed by the Bihar Animal Sciences University in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bihar Animal Sciences University may, terminate this agreement by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days. Force Majeure does not include insufficiency of funds, any event which is caused by the negligence or any event which a party could reasonably have been expected to foresee or overcome in carrying out of its obligations.

**6.16 Resolution of Disputes**

Decision of Vice Chancellor, Bihar Animal Sciences University shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Vice Chancellor, Bihar Animal Sciences University. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

**6.17 Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Patna only.

**6.18 Local Conditions**

The Bidder shall inspect the cities/ sites of operation and shall satisfy himself of the cities/ site conditions and availability of required resources and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

**6.19 Responsibilities of the Bidder**

The bidder shall be responsible for the successful conduct and processing of online examination (Computer Based Test) as per the terms and specification and direction of Bihar Animal Sciences University.

**6.20 Interpretation In these Terms & Conditions**:

* References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
* References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
* The headings are inserted for convenience and are to be ignored for the purposes of construction.
* Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly. In case of any inconsistency between this tender and the Bid made to Bihar Animal Sciences University, the terms of this Tender shall prevail.

**ANNEXURE - II TENTATIVE LIST OF CENTRES FOR CONDUCTING EXAMIANTIONS**

|  |  |
| --- | --- |
| **Centre Code** | **City of Location of Centres** |
| 01 | Patna |
| 02 | Gaya |
| 03 | Bhagalpur |
| 04 | Muzzfarpur |
| 05 | Ranchi |
| 06 | Varanasi |
| 07 | Lucknow |
| 08 | Delhi |
| 09 | Kolkata |
| 10 | Mumbai |
| 11 | Bangalore |
| 12 | Hyderabad |
| 13 | Chennai |

**For conducting exam on a particular day Minimum 250 candidates will be required.**

|  |  |  |
| --- | --- | --- |
| **SCHEDULE –III** | |  |
|  | | **FINANCIAL BID** |
| **To,** |  | |
|  | Registrar, | |
|  | Bihar Animal Sciences University, | |
|  | Patna-14 | |

Sir,

We wish to submit our Tenders for FOR CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA.

FORMAT FOR THE SUBMISSION OF THE FINANCIALS BID

(for two examinations (two to three hours each) in one /two slots in a single day)

In Rs. For each candidate.

(excluding of all applicable taxes)

|  |  |  |
| --- | --- | --- |
| Description | For candidate size up to 20,000  (weightage 100%) | For candidate size more than 20,000 but less than 50,000  (weightage 100%) |
| Rates quoted (for all the responsibilities as per scope of work) per application (candidate) for one seating in single / double slots exam each of up to two hours’ duration. (extra 40 min for physically challenged person) |  |  |

|  |  |
| --- | --- |
| Description | Not more than 5% of appearing candidates  (weightage 5%) |
| Rates quoted computer based typewriting test (Ten minutes) |  |
| Short hand Test (dictation and 50 min Typing) |  |

Note – 1. For evaluation purpose, it will be assumed that there will be requirement of one examination in every category. However actual requirement will be based upon actual need only which may differ from this assumption.

2. Example for evaluation is given in Annexure-A.

Submitted By: ……………………………………………………………..

Name and Address of the Agency: …………………………………………..

|  |  |  |  |
| --- | --- | --- | --- |
|  |  | **Annexure-III** | |
|  | **UNDERTAKING** | |  | |
| **F.No……………………** |  | |  | |

Tenders for CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER Bihar Animal Sciences University

|  |
| --- |
|  |

|  |  |  |
| --- | --- | --- |
| Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office | : |  |
| Telephone No. | : |  |
| Telegraphic Address/FAX/ mobile No | : |  |
| E-Mail Address | : |  |

|  |  |
| --- | --- |
| **From,** |  |
|  | ………………………………………. |
|  | …………………………………….. |
|  | ……………………………………….. |
| **To,** |  |
|  | The Registrar,  Bihar Animal Sciences University, |
|  | Patna-800014 |
| **Sir,** |  |

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for CONDUCT OF ONLINE COMPUTER BASED (CBT) EXAMINATION INCLUDING ONLINE REGISTRATION OF APPLICATIONS FOR RECRUITMENT TO THE POSTS UNDER BIHAR ANIMAL SCIENCES UNIVERSITY, PATNA

I/We hereby submit our tender for Online Examination (Computer Based Test): Conduct and Processing for Examination of the Bihar Animal Sciences University. Patna.

I / We have enclosed the earnest money deposit in the shape of demand draft of Rs. 50,000 / - (Rupees Fifty thousand only) in the name of the Finance Comptroller, Bihar Animal Sciences University. Patna, payable at Patna.

I / We hereby agree to all the terms and conditions, stipulated by the Bihar Animal Sciences University Patna, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/We undertake that penalty amounting to 100% of the Project Cost will be imposed on us in case of failure of online process at any stage during the entire examination process at any test centre.

I/ We have noted that overwritten entries shall be deleted unless duly struck out and re-written and initialled: Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract I agreement within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my earnest money deposit may be forfeited and our / my name may be removed from the list of service providers I suppliers at the Bihar Animal Sciences University, Patna.

I/We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I /We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same and shall provide the best services strictly in accordance with these requirements.

I/ We undertake to communicate promptly to Bihar Animal Sciences University Patna any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organisation of Government of India/ Govt. of Bihar inducing Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorised to sign and submit this application form on behalf of the organisation, he/ she represent. We authorise Bihar Animal Sciences University Patna to approach individuals, employees, firms and corporations to verify our competence and general reputation.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/ RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

|  |  |
| --- | --- |
| Date: | Yours faithfully, |
| Signature of witness: | Signature & Seal of the Tenderer Telephone No. Office:  Res.:  Mobile: |
| Name & Designation of witness Address: |  |

Annexure-IV

**DRAFT SPECIMEN AGREEMENT**

This agreement is made at ... ... ......... (place) .. .. ...... .... ... on (month/year) .... .......... . day of between Bihar Animal Sciences University through......... ... ... ... (designation of the competent authority in Bihar Animal Sciences University) .......... ....... . which term shall include its successors, assignees etc. on the first part and .. .. .... .. ...... .. .... (name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the other part.

Whereas the Bihar Animal Sciences University has decided to assign a contract of Online Examination, including Online registration of application for various post at different Centre all over the States to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f . .... .. ...... .. (date) ............... and will remain in force for a period for one year but can be terminated by Bihar Animal Sciences University by giving one calendar months' notice in writing of its intentions to terminate the agreement. The agreement can be renewed, on mutually agreed terms for another year.

2. The firm shall be responsible for annual work contract for providing all services as given under Scope of work in Schedule II of the tender document.

3. All personnel posted for performance of awarded work shall at all times and for all purposes be deemed to be employees of the firm and the Bihar Animal Sciences University shall have no liability on this account in any manner.

4. That the Firm shall ensure that all persons deployed at Bihar Animal Sciences University premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.

5. The Bihar Animal Sciences University shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the Bihar Animal Sciences University.

6. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.

7. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Vice Chancellor, Bihar Animal Sciences University. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996 as amended from time to time.

8. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.

9. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, Bihar Animal Sciences University shall cancel the contract.

10. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. / State Govt. of Bihar as applicable relating to this contract.

11. In case of any loss or damage to the property of the Bihar Animal Sciences University which is attributable to the firm, the full damages will be recovered from the firm as decided by Bihar Animal Sciences University.

12. The firm shall not transfer its right or sub- contract to anyone else.

13. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.

14. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.

15. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE (As stipulated in Schedule II of the tender document)

The decision of the competent authority at Bihar Animal Sciences University shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

|  |  |
| --- | --- |
| (Name & Address of the firm) | (For the Bihar Animal Sciences University) |
| Witness:- | Witness:- |
| 1. | 1. |
| 2. | 2. |

Annexure-A

Example for evaluation of Financial Bid

In Rs. For each candidate.

(excluding of all applicable taxes)

|  |  |  |
| --- | --- | --- |
| Description | For candidate size up to 20,000  (weightage 100%) | For candidate size more than 20,000 but less than 50,000  (weightage 100%) |
| Rates quoted (for all the responsibilities as per scope of work) per application (candidate) for one seating in single / double slots exam each of up to two hours’ duration. (extra 40 min for physically challenged person) | X | Y |

|  |  |
| --- | --- |
| Description | Not more than 5% of appearing candidates  (weightage 5%) |
| Rates quoted computer based typewriting test (Ten minutes) | Z1 |
| Short hand Test (dictation and 50 min Typing) | Z2 |

Final evaluation will be carried out on the basis of (X+Y+ 5% of (Z1+Z2))