HIGH COURT OF JUDICATURE AT PATNA

Request for Proposal for engaging Examination Conducting Agency for recruitment on posts in the establishment of this Court.

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DEFINITIONS

Unless the context otherwise requires:

- **"Agency"** The successful bidder selected pursuant to this RFP.
- **"Bidder"** Any entity submitting a bid.
- **"CBT"** Computer Based Test.
- **"CCTV"** Closed Circuit Television.
- **"Contract"** the agreement entered into between the High Court and the selected Agency.
- **"DC"** Data Centre
- **"DR"** Disaster Recovery
- **"Examination"** includes Computer Based Test (CBT), OMR Based Test, Pen-Paper based Test, Typing Test, Shorthand Test, Computer Proficiency Test and Skill Test.
- **"EMD"** Earnest Money Deposit.
- **"GST"** Goods and Services Tax.
- **"High Court"** The High Court of Judicature at Patna as well as Patna High Court, both.
- **"HHMD"** Hand Held Metal Detector.
- **"LOI"** Letter of Intent.
- **"OEM"** Original Equipment Manufacturer
- **"QCBS"** Quality-cum-Cost Based Selection.
- **"RFP"** Request for Proposal or the Bid.
- **"SOP"** Standard Operating Procedure.

DISCLAIMER

This Tender is not an offer by the High Court of Judicature at Patna, but an invitation to receive offers from Bidders.

No contractual obligation whatsoever shall arise from the Tender process unless and until a formal work order is issued by the Registrar General, High Court of Judicature at Patna with the Bidder.

The High Court of Judicature at Patna reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process and issue another Tender for the same or similar Services at any time before the award of the work order. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

Any corrigendum, clarification, or modification to this tender shall be published only on the official website of Patna High Court. Bidders are advised to regularly check the website for updates.

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1. INTRODUCTION

1.1 The Patna High Court invites sealed tender from reputed agencies/ firms (including those in Public Sector) having wide experience of conducting examinations for providing services relating to recruitment process for selection/ appointment on various posts in the establishment of Patna High Court.

1.2 Two-Bid System

The bid shall be submitted in two parts:

- Technical Bid
- Financial Bid

Both bids shall be submitted in separate sealed envelopes.

1.3 The High Court conducts following types of examinations/tests:

1. Computer Based Test. (CBT)
2. OMR Based Tests.
3. Pen-Paper Based Tests.
4. Shorthand Typing Test.
5. Computer Typing Test (English & Hindi).
6. Computer Proficiency Tests.
7. Skill Tests.

1.4 The objective of this RFP is to select and engage an Agency capable of conducting the aforementioned recruitment process in transparent and secure manner within a specified time frame notified by the High Court and to provide support to the High Court in recruitment related activities.

2. Important Dates

Sl.No.	Particulars	Dates/ Details
1.	Tender live date	20th August, 2026
2.	Pre-Bid Meeting	01st September, 2026
3.	Last date of receipt of bids	20th September, 2026
4.	Date of opening of technical bids	22nd September, 2026
5.	Earnest Money Deposit	₹20,00,000 (Rupees Twenty Lakhs only)
6.	Bid validity period	180 days
7.	Address of Communication	**Registrar General**, High Court of Judicature at Patna, Bailey Road, Patna, Bihar. PIN- 800001 Phone-0612-7158629, 0612-7158633 E-Mail: recappt.tender-bih@gov.in

3. Scope of Work

3.1. Stages

1. **Pre-Examination Stage**
2. **Examination Stage**
3. **Post Examination Stage**

3.2. Responsibilities of the Bidder

1. Development of software module for receiving online application form, manage applications, filter eligible candidates as per advertisement, assign roll numbers, issue admit cards to eligible candidates, notify examination centers, answer keys, results, etc.
2. Integrate online payment gateway (account in High Court's name).
3. Prepare candidate database (roll no., centre, shift, photo, signature, biometric info).
4. Issue admit cards online.
5. Host mock test/practice question papers, for examinations, on the High Court's website.
6. Provide bilingual question papers (English/Hindi), as per requirement.
7. Select and engage reputed test centres. Ensure vetted centres and systems.
8. Provide final centre master list to High Court.
9. Carry out independent audit of test centres at own expense.
10. Schedule candidates to centres as per guidelines.
11. Supply examination kits, as per requirement.
12. Conduct CBT exams (multi-subject, multi-stage).
13. Arrange mock tests before exam day.
14. Record and preserve responses, audit trails, biometric data.
15. Prevent computer nodes from sleep mode.
16. Install CCTV, stream live footage, preserve recordings.
17. Facilitate installation of mobile jammers as per government guidelines.

18. Provide audit reports.
19. Formulate SOP for malpractice handling.
20. Provide exam-related information and databases when asked.
21. Process candidate responses, evaluate, generate results.
22. Safe and secure storage of Pre and Post Examination material at restricted access storage facility, as per requirement.

3.3. Pre-Examination Stage

3.3.1. Application management & Admit Card Generation:

1. Generation of format/template for receiving online Application form according to advertisement and it's finalization in consultation with Patna High Court. The template should be customizable as per requirements of various posts in the establishment of the High Court.
2. Help Desk Management for candidates (Mobile phone and E-Mail based).
3. Payment Gateway integration.
4. Generation of statement of collected fees in association with payment Gateway.
5. Generation of Admit Card.
6. Provide dashboard to the High Court for viewing the status of ongoing application.
7. Maintain and store the candidate's database collected through online application in a secure platform.
8. Conduct scrutiny of application as per direction of Hon'ble High Court and provide the count of eligible candidates in terms of the advertisement.
9. Maintain database of candidates for a period of one year after culmination of the recruitment process or till such further time as per direction of High Court and provide the information in desired format (excel, word, pdf etc.) as and when demanded.
10. Ability to broadcast SMS and E-mail to registered candidates for providing information of various stages of examination. Make necessary communication in this regard with respective government body on behalf of High Court for whitelisting of SMS.

3.3.2 Question & Answer Management in safe, confidential and secure manner:

1. Ability to generate question papers as per syllabus of diverse nature provided by the High Court for CBT examination, OMR based Examination, Pen-Paper based test (Subjective Test), English as well as Hindi Typing Test, English Shorthand Typing Test, Computer Proficiency Test module containing questions on usage of Microsoft word, Excel, Power Point and Internet usage or as per requirement.
2. Ability to prepare question in both Hindi & English Language.
3. Ability to generate OMR Answer Sheet with unique QR Code.
4. Ability to create Answer Booklet for Pen-Paper based test with cover flap/page having provision of coding flaps (detachable).
5. Ability to generate model answer key of questions generated.
6. Module for receiving objections and resolution of objections with explanation to High Court against questions generated.
7. Printing of Question Booklets including cost of transportation in safe and secure manner.
8. Provision for collection and transportation of Answer Sheets in safe and Secure Manner.
9. GPS enabled lock on containers containing Question Booklets etc. with password.
10. Ability to produce dashboard for verification of movement log of GPS enabled secure locks. (Access to log of GPS lock)

3.3.3. Examination management & Infrastructure Management:

1. Ability to conduct following Examinations/Tests:
    i) Computer Based Test.
    ii) OMR Based Tests.
    iii) Pen-Paper Based Tests.
    iv) Shorthand Typing Test (Provision of good Audio System for dictation of passage and good keyboards).
    v) Computer Typing Test (English & Hindi) (Provision of good keyboards).
    vi) Computer Proficiency Tests.

vii) Skill Tests.

2. For recruitment on a particular post, either one or several other tests mentioned above shall be conducted by the agency as per the requirement of the High Court.
3. Creation of Mock Test for Candidates.
4. Finalization of test centres after security audit and weeding out of ill-equipped test centres.
5. Deployment of adequate skilled manpower:
   - ➲ 1 Invigilator per 25 candidates (minimum 2 per room).
   - ➲ 1 IT Manager per 250 nodes (minimum 1 per centre).
   - ➲ 1 Security Guard per 50 candidates.
   - ➲ 2 Peons per 100 candidates.
   - ➲ 1 Deputy Centre Superintendent for every 250 nodes.
6. Conduct police verification of such manpower before deployment at test centres. Maintain repository of manpower details. Verification certificate is to be produced before High Court. Provide exam specific Identity Cards to the manpower deployed at the examination centres.
7. Install required hardware/software/networking system at the test centre in secured manner.
8. Ensure backup systems at centres.
9. Maintain power supply, ventilation, comfort, safety, and security at the test centre.
10. Provide hygienic facilities (toilets, water) at the test centre.
11. Arrangement for Biometric registration, Candidate mapping, LAN-based exam (For CBT and CPT), live monitoring, backup servers, reserve systems, adequate spacing, uninterrupted power, audit trails, stationery, contingency plans, Installation of CCTV. Also facilitate installation of jammers.
12. The test centres will be visited by Officials of the Court on or before the day of examination or in few cases by Hon'ble Judges of the Court for overviewing the fair and peaceful conduct of examination, the agency will have to make arrangements accordingly.

13. Engagement of specialized test centres for conduct of specific skill test as per requirement of the examination.
14. Proper instructions for each step of the recruitment exercise to be uploaded or displayed, for addressing the candidates, to make them aware with the methods of conduct of examinations and other related information.
15. Conduct Mock Test before authorities of High Court.

3.4. Examination Stage

1. Deployment of adequate skilled manpower for frisking/security arrangements.
2. Arrangement of HHMD (Hand Held Metal Detector) and DFMD (Door Frame Metal Detector) in adequate numbers at each test centre for frisking and security check of candidates:
   - ➲ 2 HHMDs at each test centre with candidate capacity of 500.
   - ➲ 4 HHMDs or 1 DFMD at each test centre with candidate capacity of 500-1000.
   - ➲ 2 DFMDs, in case of unavailability 6 HHMDs, at each test centre with candidate capacity above1000.
3. Admit Card and Identity Card to be checked at the entrance lobby.
4. Ensure biometric registration at the time of entry of the candidates at the test centers. Biometric System must prevent impersonation and Duplicate entry.
5. Central voice command for addressing the candidates.
6. Candidates should be seated with appropriate distancing to avoid any malpractice.
7. Arrangement of buffer systems (for CBT and CPT) for meeting any breakdown of system.
8. Provision of wall clocks in the class rooms/ test rooms.
9. Central CCTV in Strong Room/ Control Room at each test centres.
10. Live CCTV streaming of test centres in the Command Control Room setup in the premises of the Patna High Court.
11. Logistic arrangement for secure movement of examination material from and to the premises of High Court, as the case may be.

12. Security management (physical, information, server, network).
13. System requirement and Server requirement for conduct of CBT, CPT, Typing Test and Shorthand Test is defined at Annexure-XII
14. Fair and peaceful conduct of Examination.

3.5. Post Examination Stage

1. Save candidates' data securely immediately after conclusion of the examination.
2. Provide raw responses to High Court within 24 hours if required.
3. Prepare examination process manual.
4. Provide analytics: item analysis, performance, psychometric analysis, audit logs, proxy/unfair means reports.
5. Handle queries raised by Candidate/RTI/Court.
6. Demonstrate system test run and audit trails.
7. Archive results/data for 1 year.
8. Generate MIS/customized reports.
9. Evaluate marks, prepare merit list.
10. The Bidder shall be able to execute normalization of marks, cut-off generation, and roster application as per advertisement and High Court guidelines.
11. All CCTV footage and biometric data must be handed over to the High Court within 4 days of exam completion.
12. Any equipment used for confidential work may be withheld in sealed condition, till publication of final result or disposal of pending matter under consideration.
13. All examination material inherent or incidental to the recruitment exercise are to be kept securely at a restricted access storage room of the Agency, which should be under 24/7 CCTV surveillance with optional facility for it's relay in the premises of the High Court. Besides, the High Court may at its discretion keep/not keep the examination material (in sealed condition, only to be opened for processing of result and RTI/ Case queries) with the Agency.
14. The period for which the examination material is to be stored will be normally for a period of one year after publication of final result,

however, the agency shall obtain prior written permission of the High Court for displacement/ destruction of such records. The examination materials are to be preserved till the order of the High Court is received without any cost to the High Court.

4. ELIGIBILITY CRITERIA

4.1 General Eligibility Conditions

The Bidder must satisfy the following conditions:

1. The Bidder should be a Company registered within the meaning of the Companies Act, 2013 or a Partnership Firm/LLP registered in India.
2. Consortium or Joint Venture bidding is not permitted. The bidder must be a single registered legal entity responsible for the entire execution of the contract.
3. The Bidder must be in operation for at least 5 (five) years as on the date of submission of bid.
4. The Bidder must have a registered office in India and operational presence capable of providing service in the State of Bihar.
5. The Bidder shall not be blacklisted/debarred by any Government Department, Court, PSU, or Autonomous Body in India.
6. The Bidder shall submit an undertaking to the effect that no criminal case relating to fraud, data breach, or examination malpractice is pending against it.

4.2 Financial Eligibility

1. The Bidder must have a minimum average annual turnover of ₹50 Crore during the last 3 financial years.
2. The Bidder must have positive net worth in the last 3 financial years.
3. The above facts should be validated by enclosing Audited Balance Sheets, CA Certificate, Profit & Loss Statements.

4.3 Technical Experience

1. The Bidder must have successfully conducted at least 3 large-scale examination projects in last 5 years across the State of Bihar, involving minimum 50,000 candidates (for OMR or Pen-Paper Based in a single shift) or 10,000 candidates (for CBT in a single shift) in each of such project.
2. The Bidder must have proven experience in conducting at least THREE of the following examination types:
    I) Computer Based Test (CBT)
    II) OMR Based Examination

III) Pen-Paper Examination
IV) Typing Test (English/Hindi)
V) Shorthand Test
VI) Computer Proficiency Test
VII) Skill Test

3. At least one project must be for Government / Court / PSU.

4.4 Infrastructure Capability:

1. The Bidder must have Ability to conduct CBT for minimum 10,000 candidates per shift and OMR based or Pen-Paper based examination for 50,000 candidates in single shift, in Patna and nearby cities of Bihar.
2. The bidder should have ownership of the software module (Source Code).
3. Access to secure test centres across multiple districts.
4. Minimum required nodes, servers, backup systems.
5. CCTV enabled centres.
6. Biometric systems.
7. Secure data centres.

4.5 Certifications:

1. The Bidder must possess ISO 27001 (Information Security), ISO 9001 (Quality Management) certification and other certifications which render them suitable for being engaged as recruiting agency as per Government Guidelines.
2. Standards: CERT-In audit, STQC certification, OWASP ASVS v4, PCI DSS, ISO 27001, data protection laws.
3. Governance: security policy, roles, data ownership, documentation, retention.
4. Architecture: MeitY-certified hosting in India, network segmentation, high availability, Disaster Recovery in active-active mode.
5. Identity & Access: MFA, IP allow listing, strong passwords, OTP/email verification, RBAC, secret management.
6. Application Security: secure coding, input validation, session management, malware scanning, dependency patching, error handling.

7. Network Security: DDOS mitigation.

4.6 Manpower Capability

1. The Bidder must maintain a verified manpower pool.
2. Ensure police verification of deployed staff.
3. Provide trained technical and operational teams.

4.7 Documentary Evidence

The Bidder shall submit Incorporation Certificate, PAN, GST, Financial documents certified by registered Chartered Accountant, Work orders & completion certificates, Undertakings etc.

4.8 Eligibility Compliance Table

All bidders must fill the following table and submit supporting documents:

Sl. No.	Eligibility Criteria	Requirement	Supporting Document	Compliance (Yes/No)
1	Legal Entity	Company/LLP/Partnership registered in India	Certificate of Incorporation / Registration	
2	Years of Operation	Active since minimum 5 years	Incorporation Certificate	
3	Turnover	Avg. annual ₹50 Crore (last 3 FY)	CA Certificate + Audited Statements	
4	Net Worth	Positive for last 3 FY	CA Certificate	
5	Experience	At least 3 projects (≥50,000 candidates each for OMR or Pen-Paper Based in a single shift) or ≥10,000 candidates (for CBT in a single shift)) in each of such projects	Work Orders + Completion Certificates	
6	Govt Project	At least 1 Govt/Court/PSU project compelted	Work Order + Completion Certificate	
7	Multi-Mode Exams	Experience in at least 3 exam types	Self Certificate + Work Proof	
8	CBT Capacity	10,000 candidates/shift	Work order/proof + Infra Details	

9	OMR and/or Pen-Paper Based Capacity	50,000 candidates/shift	Work order/proof + Infra Details	
10	Certifications	ISO 27001 & ISO 9001	Valid Certificates	
11	Blacklisting	Not blacklisted	Undertaking	

BIDDERS NOT FULFILLING THE ABOVEMENTIONED ELIGIBILITY CRITERIA SHALL BE REJECTED

5. TECHNICAL REQUIREMENTS

5.1 Overall System Architecture

1. The Bidder/Agency shall own the source code of the application software proposed for examination management, or shall hold valid and unrestricted rights/license to use and modify the same. The Agency must be capable of customizing and modifying the software as per the security requirements, functional needs, and directives of the Patna High Court. The Agency shall ensure that the software is free from third-party restrictions, does not infringe upon any intellectual property rights, and remains under the control of the Agency for the entire duration of the contract. The Agency shall also be responsible for maintaining, updating, and securing the source code to meet evolving security standards and directions issued by the High Court
2. The Bidder shall provide a fully integrated, secure, scalable examination system covering:
   - ➲ Application Management System.
   - ➲ CBT Delivery Platform.
   - ➲ OMR Processing System.
   - ➲ Typing & Shorthand Test Modules.
   - ➲ Result Processing Engine.
   - ➲ Analytics & Reporting System.
3. The system shall be:
   - ➲ Web-based and centrally controlled
   - ➲ Scalable to handle lakhs of candidates
   - ➲ Modular and configurable for different exam types

5.2 Data Centre & Hosting Requirements

1. The Bidder shall host all systems in Tier-III or higher Data Centre located within India.
2. The centre should have:
   - ➲ Redundant power supply
   - ➲ Fire suppression system
   - ➲ 24×7 monitoring

- ➲ Physical access control

5.3 Server Architecture:

1. Primary Server + Disaster Recovery (DR) Site
2. Real-time data replication.
3. Load balancing for high traffic.
4. The Bidder shall ensure server performance criteria which supports at least 300 concurrent clients per centre with response time of less than one second for question/page loading. All mouse/key clicks shall be recorded with timestamp for audit purposes."

5.4 CBT (Computer Based Test) System Requirements

1. The CBT platform shall support:
   - ➲ Multi-session exams
   - ➲ Randomization of questions and options
   - ➲ Auto-save and auto-submit features
   - ➲ Sectional timing control
2. System must ensure:
   - ➲ No internet access during exam
   - ➲ Encrypted question paper delivery
   - ➲ Secure login (biometric + credentials)
3. The centre Capacity should be for minimum 10,000 candidates per shift

5.5 OMR Based Examination System

1. OMR sheets shall be Barcode/QR coded and Tamper-proof.
2. Scanning system must support high-speed scanning, detect multiple markings, blank responses and Generate audit logs.
3. Evaluation should be automated, error-free and verifiable through audit trail.

5.6 Pen-Paper Based Examination

1. Secure printing of question papers with confidentiality protocols and Multi-layer security.
2. Examination materials should be packed and transported in GPS-enabled containers.

5.7 Typing Test System (English & Hindi)

1. The system should support English typing and Hindi typing (Mangal Font and KrutiDev Font / Remington Gail layout for keyboard).
2. Ability to calculate Real-time speed (WPM) calculation, Accuracy measurement.
3. Provision for movement across typed passage for deletion and correction of part/ portion of the typed content.
4. Software should be modifiable for calculation of mistakes as per guidelines provided by the High Court
5. During evaluation the Errors should be highlighted and scores should be generated accordingly. Mistake/Error evaluation pattern should be provided by the High Court to the selected Agency.
6. Key boards should be checked that labels are clearly visible and no keys are getting stuck, they are freely and easily pressed, should be fully functional and error-free.

5.8 Shorthand Typing Test Requirements

1. The subject matter for passage to be dictated shall be provided to the selected Agency.
2. Audio system must ensure:
   - ➲ Clear dictation.
   - ➲ Uniform volume across centre.
   - ➲ Controlled playback.
3. System must allow:
   - ➲ Mock Audio template.
   - ➲ Standardized dictation speed.
   - ➲ Replay control.

5.9 Computer Proficiency Test (CPT)

1. The system shall support testing in:
   - ➲ MS Word.
   - ➲ MS Excel.
   - ➲ MS PowerPoint.
   - ➲ Internet usage.
2. Task-based evaluation modules shall be provided.

5.10 Network & Security Requirements

1. LAN-based exam environment for CBT/CPT.
2. Network must be:
   - ➲ Isolated (no external access)
   - ➲ Encrypted communication.
   - ➲ Firewall protection.
   - ➲ Intrusion detection systems.
   - ➲ Anti-malware systems.

5.11 CCTV Surveillance Requirements

1. Each test centre shall have:
   - ➲ Full CCTV coverage (including entry/exit points, strong rooms,server room, frisking areas, passages, parking, and compound areas). There should not be any blind spot.
   - ➲ Display monitor for real time viewing access of each class room in the Strong Room of the test centre.
   - ➲ Provision for seating of officials of High Court for watching the CCTV Streaming.

2. Minimum specifications:
   - ➲ HD recording (1080p or above).
   - ➲ Continuous recording with time-stamp shall be ensured.
3. Live streaming to Command Control Room at High Court.
4. CCTV recording to be handed over to the High Court within 4 days and should be preserved for a period of 6 months or till conclusion of the exercise.

5.12 Biometric System Requirements

1. Biometric verification at:
   - ➲ Entry (preferably in CBT or in any other exam as per requirement specified by Patna High Court).
   - ➲ Attendance (preferably in OMR and Pen-Paper Based test or in any other exam as per requirement specified by Patna High Court).
   - ➲ Exit (if candidate leaves his seat for bio-break and situation so warrants)

2. System must prevent impersonation and Duplicate entry.
3. Realtime on site matching and verification of Biometric details of candidates with initially captured data in subsequent stages.

5.13 Power & Backup Requirements

1. Each centre must have UPS backup of minimum 30 minutes.
2. Each centre should have provision of Generator as power backup.
3. No interruption shall be permitted during examination.

5.14 Audit Trail & Logging

1. The system shall maintain Candidate login logs, Question access logs, Response logs, System activity logs etc.
2. Logs must be Tamper-proof and available for audit

5.15 Result Processing System

1. The system shall evaluate responses, generate merit lists, apply normalization (if required), cut-off generation, roster application and category-wise results.
2. System must provide Item analysis, Difficulty index, Candidate performance metrics etc.
3. Custom MIS reports shall be generated.
4. The result should be certified by the Agency, that it is in compliance of the prevalent roster policy and clauses of the advertisement and contains no error. It should by physically signed or digitally signed by the authorized representative of the Agency.

6. BIDDING PROCESS (OFFLINE SUBMISSION)

6.1 General Instructions

1. The High Court invites bids under a Two-Bid System, comprising:
   - ➲ Technical Bid
   - ➲ Financial Bid
2. Both bids shall be submitted in physical form in separate sealed envelopes, strictly in accordance with the provisions of this tender document.

6.2 Mode of Submission

1. The bids shall be submitted offline (physical submission only).
2. No electronic or e-mail submission shall be accepted.
3. The Bidder shall submit the bid in a sealed cover, addressed to:

Registrar General

High Court of Judicature at Patna

6.3 Tender Box Submission Mechanism

1. All bids shall be deposited in the Tender Box kept outside the chamber of the I/c Registrar (Recruitment & Appointment), High Court of Judicature at Patna.
2. The Tender Box shall remain available for submission during working hours up to the last date and time specified in the Notice Inviting Tender.
3. The Tender Box shall be under continuous CCTV surveillance till the closing date and time of submission.
4. The Bidder shall ensure that the bid is submitted before the prescribed deadline. No responsibility shall be borne by the High Court for delay in submission.

6.4 Sealing and Marking of Bids

1. The Bid shall be submitted in the following manner:

Envelope 1: Technical Bid

Superscribed as:

"TECHNICAL BID – RFP for Examination Agency"

Shall contain:

- ➲ Eligibility documents (Clause 5)
- ➲ Technical proposal
- ➲ Documents and Undertakings (Annexure-II, III, IV, V & VII, VIII, IX, X, XI)
- ➲ EMD
- ➲ Any other document in RFP

Envelope 2: Financial Bid

Superscribed as:

"FINANCIAL BID – RFP for Examination Agency"

Shall contain:

- ➲ Price Bid as per prescribed format (Annexure-VI)

Outer Envelope

Both envelopes shall be placed in a single outer sealed envelope superscribed:

"BID FOR ENGAGEMENT OF AGENCY FOR CONDUCT OF RECRUITMENT EXAMINATIONS – DO NOT OPEN BEFORE [DATE]"

6.5 Earnest Money Deposit (EMD)

1. The Bidder shall submit EMD of ₹20,00,000 (Rupees Twenty Lakhs only) which shall be held till the agreement with agency is in force and it shall not accrue any interest.
2. EMD shall be submitted in the form of Demand Draft / Bank Guarantee in favour of Registrar General, Patna High Court, Patna.
3. EMD shall be placed inside the Technical Bid envelope.
4. EMD of unsuccessful bidders shall be returned within 30 days after declaration of result of selection stage or completion of bid validity period, as may be decided by the High Court.

6.6 Bid Validity

1. The bid shall remain valid for a period of 180 days from the date of submission.

6.7 Pre-Bid Meeting

1. A pre-bid meeting shall be conducted at the premises of the High Court.
2. Bidders may submit written queries prior to the meeting.
3. Clarifications issued shall form part of the tender.

6.8 Opening of Bids

1. The Tender Box shall be opened by a duly constituted committee.
2. Opening shall be conducted after the closing time in presence of authorized representatives.
3. Technical Bids shall be opened first and Financial Bids shall remain sealed.
4. Only bidders qualifying Technical Evaluation shall be invited for opening of Financial Bids, to be conducted subsequently.

6.9 Late Bids

1. Any bid received after the prescribed date and time shall not be entertained under any circumstances.

6.10 Rejection of Bids

1. The High Court reserves the right to reject bids in case of:
   - ➲ Improper sealing.
   - ➲ Missing documents.
   - ➲ Non-compliance with instructions.
   - ➲ Conditional bids.

6.11 Withdrawal of Bid

1. No bid shall be withdrawn after submission. If withdrawn, EMD shall be forfeited.

6.12 Right to Accept or Reject

1. The High Court reserves the right to accept or reject any bid or cancel the tender process without assigning any reasons, thereof.

6.13 Integrity & Transparency Clause

1. The entire process shall be conducted with full transparency, CCTV monitoring, proper documentation.
2. Any attempt to influence the process shall result in: Disqualification or may entail Blacklisting.

7. EVALUATION METHODOLOGY (QCBS – QUALITY & COST BASED SELECTION)

7.1 Evaluation Framework

1. The selection of the Bidder shall be based on QCBS (Quality and Cost Based Selection) method:
   - ➲ Technical Score (T) : 70% weightage
   - ➲ Financial Score (F) : 30% weightage

   Final Score (S) shall be calculated as:

   S= (0.70 X T) + (0.30 X F)

2. The Bidders obtaining the highest combined scores shall be recommended for their final selection before Hon'ble Court. The decision of Hon'ble Court shall be final.
3. Since, there has been instances that the Agencies are bagging the tender by quoting the L1 bid, however, at later stages the recruitment exercise is compromised. The High Court would thus not guarantee that the L1 bidder will be selected, however, the bids found strong in the Technical bid and also financially viable will be recommended for their selection by the Hon'ble Court.

7.2 Stage-wise Evaluation Process

The evaluation shall be carried out in the following stages:

Stage 1: Preliminary Scrutiny

- ➲ Verification of eligibility criteria (Clause 4 & 5)
- ➲ Verification of documents
- ➲ Non-compliant bids shall be rejected

Stage 2: Technical Evaluation

Only technically qualified bidders shall proceed to financial evaluation.

Stage 3: Financial Evaluation

Financial bids of technically qualified bidders shall be opened.

7.3 Technical Evaluation Criteria (100 Marks – Detailed Matrix)

7.3.1 Experience in Examination Conduct – 25 Marks

Sl. No.	Criteria	Marks	Document Proof
1	3 to 5 projects for ≥50,000 candidates for OMR or Pen-Paper Based in a single shift) or ≥10,000 candidates (for CBT in a single shift)) in each of such projects	5	Work Orders + Completion Certificates
2	More than 5 projects	5	Work Orders + Completion Certificates
3	Recruitment exercise for Government body (≥10,000 candidate in each shift for CBT and ≥ 50,000 candidate in each shift for OMR or Pen_Paper based	5	Work Orders + Completion Certificates
4	Conducted more than 3 government projects	5	Work Orders + Completion Certificates
5	Organization should own or have license of the source code of the application software and should be capable to modify as per security requirement of High Court	5	Self-Declaration from the authorized signatory for ownership of source code & capability /willingness to change

7.3.2 Multi-Mode Examination Capability – 20 Marks

Sl. No.	Type of examinations conducted	Marks	Document Proof
1	Computer Based Test	5	Work Orders + Completion Certificates
2	OMR/Pen-Paper	5	Work Orders + Completion Certificates
3	Typing and/or CPT	5	Work Orders + Completion Certificates
4	Shorthand or Skill Tests	5	Work Orders + Completion Certificates

7.3.3 Technical Infrastructure – 20 Marks

Sl. No.	Criteria	Marks	Document Proof
1	CBT capacity (≥10,000/shift)	5	Infrastructure details
2	OMR/Pen-Paper (≥50,000/shift)	5	Infrastructure details
3	Data centre + DR setup	5	Architecture documents
4	Security systems (CCTV, biometric, etc.)	5	Technical proposal

7.3.4 Data Security & Certifications – 10 Marks

Sl. No.	Criteria	Marks	Document Proof
1	ISO 27001	5	Certificate
2	ISO 9001 / Additional certifications	5	Certificate

7.3.5 Manpower & Deployment Plan – 10 Marks

Sl. No.	Criteria	Marks	Document Proof
1	Adequate manpower pool	5	HR details
2	Deployment & verification plan	5	Proposal

7.3.6 Demonstration / Presentation – 15 Marks

Sl. No.	Criteria	Marks
1	CBT platform demo	3
2	OMR Scanning machine	1
3	Answer Sheet for Pen-Paper	1
3	Typing & shorthand system	3
4	Security features demonstration	4
5	Reporting & analytics	3

7.4 Minimum Qualifying Marks

1. Bidder must score minimum 70 marks in Technical Evaluation.
2. Bidders scoring less than 70 shall be disqualified and their financial bids shall not be opened.

7.5 Financial Evaluation Formula

The Financial Score (F) shall be calculated as:

$$F = \left(\frac{L1}{L}\right) \times 100$$

Where:

L1 = Lowest Financial Bid

L = Financial Bid of bidder being evaluated

7.6 Final Score Calculation

$$S = (0.70 \times T) + (0.30 \times F)$$

Where:

T = Technical Score

F = Financial Score

7.7 Tie-Breaker Rule

In case of tie:

1. Bidder with higher Technical Score shall be ranked higher.
2. If still tied → bidder with higher experience.
3. If still tied, Final decision shall be taken by High Court.

7.8 Evaluation Committee

1. Evaluation shall be conducted by a Committee constituted by the High Court.
2. The Committee shall Examine documents, assign marks, record reasons and make recommendation.
3. Decision of the Committee shall be Final and binding.

8. PAYMENT TERMS

8.1 Payment Structure

1. No advance payment shall be made to the Selected Bidder unless the eligible candidate count is above 40,000.
2. Wherever, the candidate count is above 40,000; advance payment of 25% to 40% of the estimated cost to be incurred in the initial stage of the recruitment exercise, as decided by Hon'ble Court, shall be paid.
3. The entire payment except in case as mentioned at 2, shall be released only after successful completion of the entire recruitment exercise i.e. publication of final result as well as submission of all reports, data, and deliverables.

8.2 Deduction of Penalties

1. All payments shall be subject to Deduction of penalties as per Clause 9 (Penalty & SLA).
2. The High Court reserves the right to adjust penalties against payable amount and/or withhold part or full payment in case of dispute.

8.3 Statutory Deductions

All applicable statutory deductions shall be made, including Income Tax (TDS), GST (as applicable), Any other statutory deduction.

8.4 No Claim for Interim Payment

1. The Bidder shall not claim stage-wise payment, advance payment, partial payment.

8.5 Withholding of Payment

The High Court may withhold payment in case of:

- ➲ Pending disputes.
- ➲ Incomplete deliverables.
- ➲ Suspected irregularities.

8.6 Final Settlement

Payment made after completion shall be treated as full and final settlement subject to adjustment of penalties and dues.

9. PENALTY & SERVICE LEVEL AGREEMENT (SLA)

9.1 General Principle

The Selected Bidder shall adhere strictly to the timelines, service levels, and obligations defined under Clause 3 (Scope of Work), Clause 4 (Eligibility Criteria) and Clause 5 (Technical Requirements). Any deviation, deficiency, delay, or failure shall attract penalties as defined below.

All penalties shall be cumulative in nature and may be imposed without prejudice to other legal remedies including termination, forfeiture of Performance Security, and blacklisting.

9.2 Pre-Examination Phase Penalties (Clause 3.3)

9.2.1 Application Management Failures (Clause 3.3.1)

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	Delay in deployment of application portal	0.5% per week, capped at 10%
2	Failure of Payment Gateway / transaction errors	2% per incident, capped at 10%
3	Data breach / candidate data compromise	10% per incident, capped at 25%
4	Failure in Admit Card generation within timeline	1% per day, capped at 10%
5	Non-functional Helpdesk	0.5% per day, capped at 5%
6	Failure in SMS/Email communication	0.5% per incident, capped at 5%

9.2.2 Question Paper & Confidentiality Breach (Clause 3.3.2)

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	Question paper leak (any mode)	25% per incident + termination/blacklisting
2	Printing error in question paper	2% per incident, capped at 10%
3	Wrong translation (Hindi/English	2% per incident, capped at 10%

	mismatch)	
4	Failure in objection handling system	1% per day, capped at 5%
5	Breach in secure transport (GPS failure etc.)	5% per incident, capped at 15%

9.2.3 Infrastructure & Centre Preparation Failures (Clause 3.3.3)

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	Selection of unfit/unsafe test centre	5% per centre, capped at 15%
2	Failure in biometric system setup	2% per centre, capped at 10%
3	Non-installation/ Improper installation of CCTV	2% per centre, capped at 10%
4	Power backup failure during exam	2% per incident, capped at 10%
5	Unverified manpower deployment	1% per person, capped at 5%

9.3 Examination Phase Penalties (Clause 3.4)

9.3.1 Examination Day Failures

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	System crash (CBT/CPT) affecting candidates	5% per incident, capped at 15%
2	Failure of live CCTV streaming	2% per incident, capped at 10%
3	Failure in biometric verification	2% per incident, capped at 10%
4	Security lapse (impersonation, cheating incident)	10% per incident, capped at 25%
5	Delay in exam start beyond 30 minutes	1% per 30 minutes, capped at 5%

9.3.2 Logistics & Material Handling

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	Delay in delivery of question papers	2% per hour, capped at 10%
2	Loss/misplacement of answer sheets	25% per incident + recovery of re-conduct cost
3	Tampering suspicion in transport	10% per incident, capped at 25%

9.4 Post-Examination Phase Penalties (Clause 3.5)

Sl. No.	Nature of Default	Penalty (% of bill value for that exercise)
1	Delay in data upload beyond 4 hours	1% per hour, capped at 10%
2	Delay in raw data submission	1% per day, capped at 10%
3	Incorrect result processing	25% per incident + recovery of re-conduct cost
4	Failure in analytics/report submission	1% per day, capped at 5%
5	Data loss / corruption	10% per incident, capped at 25%

9.5 Critical Breach Clause

1. The following shall be treated as material breach, leading to immediate termination:
   - ➲ Question paper leakage
   - ➲ Mass malpractice due to system failure
   - ➲ Data breach involving candidate information
   - ➲ Tampering of results
   - ➲ Non-cooperation with High Court
2. In such cases:
   - ➲ Agreement shall be cancelled
   - ➲ Performance Security shall be forfeited.
   - ➲ Bidder shall be blacklisted for minimum 5 years.
   - ➲ Legal proceedings may be initiated.

- Bidder shall not be entitled for any payment under the Contract.

9.6 SLA Compliance Monitoring

1. The High Court shall maintain a real-time monitoring dashboard.
2. Periodic audits (technical + physical) shall be conducted.
3. Bidder shall submit daily compliance reports during exam cycle.

9.7 Cap on Penalty

1. Total penalties may extend up to 100% of Contract Value in extreme cases.

9.8 Recovery Mechanism

1. Penalties shall be recovered through:
   - Deduction from running bills.
   - Adjustment against Performance Security
   - Direct recovery as arrears (if required)

10. LIQUIDATED DAMAGES (LD) CLAUSE

10.1 Applicability

1. In addition to specific penalties under Clause 9, Liquidated Damages (LD) shall be applicable for delay in performance.

10.2 Rate of LD

1. In case of delay in any milestone (where timelines are defined), 0.5% of Contract Value per week of delay
2. Total LD shall be capped at 10% of Contract Value.

10.3 Invocation of LD

1. LD may be imposed for:
   - ➲ Delay in application processing.
   - ➲ Delay in examination conduct.
   - ➲ Delay in result declaration.
   - ➲ Any other timeline breach.

10.4 Recovery

1. LD shall be recovered through:
   - ➲ Deduction from payable amount.
   - ➲ Adjustment against Performance Security.

10.5 Beyond LD Limit

1. If delay exceeds permissible limit, the High Court may:
   - ➲ Terminate the contract
   - ➲ Forfeit Performance Security
   - ➲ Initiate blacklisting

11. SPECIAL CONDITIONS OF CONTRACT (SCC)

SC-1: Scope Binding Clause

1. The Scope of Work defined under Clause 3 shall be binding in entirety on the Selected Bidder. No deviation, dilution, or selective execution shall be permitted without prior written approval of the High Court.
2. Failure to comply shall be treated as material breach of contract.
3. Any bidder having conflict of interest with evaluation authority or collusive arrangements with other bidders shall be disqualified.

SC-2: Time is Essence of Contract

1. Time shall be the essence of this Contract.
2. The Bidder shall strictly adhere to all timelines including:
   - ➲ Application process
   - ➲ Admit card issuance
   - ➲ Examination conduct
   - ➲ Result declaration
3. Any delay shall attract penalties under Clause 9.

SC-3: Confidentiality & Data Security

1. The Bidder shall ensure absolute confidentiality of:
   - ➲ Question papers.
   - ➲ Candidate data.
   - ➲ Examination processes.
2. All data shall be stored within India and shall not be transferred outside without written approval.
3. Any breach shall result in:
   - ➲ Immediate termination.
   - ➲ Forfeiture of Performance Security.
   - ➲ Criminal/legal action.

Note 1: The High Court shall have discretion to ask for / handover the Source Code from the Agency after the conclusion of an exercise.

Note 2: The Exam Conducting Agency shall strictly comply with the provisions of the **Public Examinations (Prevention of Unfair Means) Amendment Act, 2026**, and any subsequent rules or

notifications issued thereafter. Any violation or non-compliance shall constitute a material breach of contract, rendering the Agency liable to termination, blacklisting, and prosecution under applicable law.

SC-4: Ownership of Data

1. All data generated during execution, including Candidate database, Response sheets, Results shall be the exclusive property of the High Court. The Bidder shall have no ownership rights and shall not use the data for any purpose.

SC-5: Non-Subcontracting Clause

1. The Bidder shall not subcontract the whole or substantial part of the work without prior written approval of the High Court.
2. Core activities such as Question paper handling, CBT platform, Result processing shall not be outsourced under any circumstances.

SC-6: Manpower Deployment

1. The Bidder shall deploy adequately trained manpower and Technically qualified personnel.
2. All personnel must undergo police verification and maintain utmost confidentiality.
3. The High Court reserves the right to remove any personnel from the ongoing exercise, if situation warrants so.

SC-7: Inspection & Audit Rights

1. The High Court reserves the right to Inspect test centres, Audit systems and processes, Verify infrastructure and manpower at any stage, without prior notice. The Bidder shall provide full access and cooperation.

SC-8: Infrastructure Compliance

1. The Bidder shall ensure:
   - ➲ Fully functional CBT systems.
   - ➲ Fast and accurate scanners for OMR Scanning.
   - ➲ Dedicated and verified subject matter personnel for evaluation of subjective answer sheets.
   - ➲ Audio systems for shorthand tests.

- ➲ Standard keyboards for typing tests.
- ➲ CCTV, Biometric (Thumb/ Iris).

2. Any deficiency shall attract penalties.

SC-9: Risk & Cost Clause

1. In case of failure by the Bidder The High Court may execute the work through alternative means.
2. Entire cost shall be recovered from the Bidder.
3. This is in addition to penalties.

SC-10: Performance Security

1. The selected bidder shall furnish a Performance Security equivalent to 10% of the total contract value within 15 days of issue of Letter of Intent (LOI), in the form of a Bank Guarantee from a Scheduled Commercial Bank or Demand Draft in favour of "Registrar General, Patna High Court.
2. It shall remain valid till completion of ongoing exercise and defect liability period of 60 days after the completion of exercise.
3. It shall be forfeited in case of Breach of contract, Poor performance and Termination.
4. No interest shall be payable on the Performance Security.

SC-11: Termination Clause

1. The High Court may terminate the contract:
   - ➲ For Default
   - ➲ Failure to perform obligations
   - ➲ Security breach
   - ➲ Repeated penalties
   - ➲ For Inconvenience
   - ➲ Without assigning any reason
   - ➲ For Insolvency

SC-12: Blacklisting Clause

1. The Bidder may be blacklisted for:
   - ➲ Question paper leak.
   - ➲ Data breach.

- ➲ Fraud/misrepresentation.
- ➲ Failure in exam conduct.

2. Minimum blacklisting period will be of 5 years.

SC-13: Force Majeure

1. Events such as natural disasters, war, or government restrictions may be considered force majeure. However, Failure of systems, manpower, or logistics shall NOT be treated as force majeure.

SC-14: Indemnity Clause

1. The Bidder shall indemnify the High Court against:
   - ➲ Legal claims
   - ➲ Data breaches
   - ➲ Candidate litigation
   - ➲ Operational failures

SC-15: Dispute Resolution

1. Any dispute arising out of this contract shall be subject to the jurisdiction of Courts at Patna. Arbitration, if required, shall be conducted under the Arbitration and Conciliation Act, 1996, with the seat of arbitration at Patna.

SC-16: Compliance with Laws

The Bidder shall comply with:

- ➲ IT Act
- ➲ Data protection laws
- ➲ Labour laws
- ➲ Examination-related regulations

ANNEXURE-I

The High Court of Judicature at Patna conducts recruitment examinations for various categories of posts. The structure of such examinations may vary depending upon the nature of the post, number of applicants, and administrative requirements.

The Agency shall be required to conduct examinations strictly in accordance with the stage-wise structure and modalities as indicated below and as may be specified in the respective advertisement.

1. Stage-wise Examination Framework

Sl. No.	Stage of Examination	Nature of Test	Mode of Conduct	Qualifying Nature	Remarks for Bidder
1	Preliminary Test	Objective (MCQ)	CBT / OMR	Generally qualifying while in few cases Merit is also fixed on its score	Large-scale screening.
2	Written Test	Descriptive	Pen-Paper	Qualifying + Merit	Requires secure evaluation process
3	MCQ + Written	both objective + Descriptive	OMR & Pen-Paper	Qualifying + Merit	Requires secure evaluation process
4	Computer Proficiency Test (CPT)	Practical	Computer-Based	Qualifying	MS Word, Excel, Internet
5	Typing Test	Practical	Computer-Based	Qualifying + Merit	English & Hindi typing
6	Shorthand Test	Practical	Audio + Computer	Qualifying + Merit	Requires audio infrastructure
7	Skill Test (General/Trade)	Practical	Field/Physical/ Task-Based	Qualifying + Merit	Includes job-specific skills
8	Interview	Personality Assessment	Offline	Merit-based	Mandatory where applicable

2. Variability Across Major Recruitment Types

Sl.No.	Recruitment Type	Stages Applicable
1	Exam Type I	Prelims + Written + CPT + Interview
2	Exam Type II	Written comprising MCQ type CBT+ Shorthand+ Typing Test
3	Exam Type III	Written comprising MCQ type CBT+ Typing Test (English & Hindi both)
4	Technical / Skilled Posts	Written + Skill Test + Interview
5	Support Staff (e.g. Mazdoor)	Written + Skill Test + Interview
6	Exam Type-IV	Written comprising MCQ followed by Subjective Questions + CPT + Language Proficiency Test+ Interview

3. OBLIGATIONS OF THE AGENCY

The Agency shall ensure:

- Capability to conduct multi-mode examinations
- Scalability to handle varying candidate volumes
- Secure and confidential handling of all stages
- Flexibility to adapt to different examination structures
- Availability of required infrastructure and manpower

4. RESIDUARY CLAUSE

The High Court reserves the right to modify the scheme, stages, marks, or methodology of examination at any stage. The Agency shall be bound to comply with such directions without any additional claim unless otherwise decided by the High Court.

ANNEXURE–II

TECHNICAL BID SUBMISSION FORM

To

The Registrar General

High Court of Judicature at Patna

Subject: Submission of Technical Bid

Sir,

We, the undersigned, submit our Technical Bid for selection as Examination Agency.

1. Name of Bidder:
2. Registered Address:
3. Contact Details:
4. PAN / GST:
5. Authorized Signatory:

We confirm that:

- We have read and understood the tender document
- We agree to all terms and conditions
- We meet eligibility criteria

Signature

Name & Designation

Seal

ANNEXURE–III

ELIGIBILITY COMPLIANCE SHEET

Sl. No.	Eligibility Criteria	Requirement	Supporting Document	Compliance (Yes/No)
1	Legal Entity	Company/LLP/Partnership registered in India		
2	Years of Operation	Active since minimum 5 years		
3	Turnover	Avg. annual ₹50 Crore (last 3 FY)		
4	Net Worth	Positive for last 3 FY		
5	Experience	3 projects (≥50,000 candidates each for OMR & Pen Paper & ≥ 10000 candidates for CBT in a single project)		
6	Govt Project	At least 1 Govt/Court/PSU project completed		
7	Multi-Mode Exams	Experience in at least 3 exam types		
8	CBT Capacity	10,000 candidates/shift		
9	OMR and/or Pen-Paper Based Capacity	50,000 candidates/shift		
10	Certifications	ISO 27001 & ISO 9001		
11	Blacklisting	Not blacklisted		

ANNEXURE–IV

EXPERIENCE DETAILS FORMAT

Sl. No.	Client	Project Name	Year	No. of Candidates	Mode (CBT/OMR/etc.)	Proof

PATNA HIGH COURT
सत्यमेव जयते
PATNA

ANNEXURE–V

INFRASTRUCTURE DETAILS FORMAT

A. CBT Infrastructure

- Total Nodes Available:
- Max Capacity per Shift in Bihar:

B. OMR/ Pen-Paper

- Total no. of centres on roll
- Max Capacity per Shift in Bihar:

C. Data Centre

- Location:
- Tier Level:
- DR Site Details:

D. Security Systems

- CCTV: Yes/No
- Biometric: Yes/No
- Encryption: Yes/No

ANNEXURE–VI

FINANCIAL BID

(To be submitted in separate sealed envelope)

Sl. No.	Activity	Unit	Rate (₹)	Quantity	Total (₹)

Needs elaboration:

Grand Total (₹):

ANNEXURE–VII

DECLARATION (NON-BLACKLISTING)

(To be submitted on Non-Judicial Stamp Paper of appropriate value, duly notarized)

I/We, _____ (Name of the Bidder/Agency), having our registered office at _____, do hereby solemnly affirm and undertake as follows:

1. I/We hereby declare that our firm/agency has not been blacklisted, debarred, or suspended by any Government Department, Public Sector Undertaking, Court, or Autonomous Body in India.
2. I/We undertake to abide by the Code of Integrity in Public Procurement, maintain professional behaviour, ethical conduct and shall not indulge in any corrupt, fraudulent, collusion, coercive practices in the bidding and execution of the contract. Any violation shall lead to disqualification, forfeiture of EMD and blacklisting.
3. I/We undertake that I/we shall not charge rates higher than those offered to any other Government Department, PSU, or Court for similar services. If such higher rates are discovered, the High Court reserves the right to recover the excess amount and terminate the contract.
4. I/We hereby unconditionally accept all terms and conditions of the Tender Document issued by the Patna High Court, including clauses relating to variation of quantity, cancellation of procurement, penalties, liquidated damages, and dispute resolution.
5. I/We undertake to maintain strict confidentiality of all examination data, candidate information, and related records, and shall not disclose or misuse such information.
6. This Undertaking shall be binding upon us, our successors, assigns, and legal representatives.

Signature

Name & Designation

Seal

ANNEXURE–VIII

DECLARATION (Exam Software Declaration)

I/We certify that the source code of examination software proposed to be used is either owned by us or licensed to us with full rights of usage. The software does not infringe upon any intellectual property rights of any third party.

Signature

Name & Designation

Seal

ANNEXURE–IX

DECLARATION

I/We confirm that our firm/agency possesses valid ISO 27001 (Information Security) and ISO 9001 (Quality Management) certifications, and shall obtain/maintain CERT-In empanelment and STQC certification for examination software as required.

Signature

Name & Designation

Seal

ANNEXURE–X

CHECKLIST FOR BID SUBMISSION

Sl. No.	Document	Submitted (Yes/No)
1	Technical Bid Form	
2	Eligibility Documents	
3	Experience Proof	
4	EMD	
5	Declarations	
6	Financial Bid (separate envelope)	

ANNEXURE –XI

EXPRESSION OF INTEREST

(To be submitted on the letterhead of the Bidder/Agency)

Date: _____

To,
The Registrar General,
Patna High Court,
Patna – 800028

Sub: Expression of Interest for Engagement as Examination Conducting Agency.

Dear Sir,

With reference to Request for Proposal (RFP) dated _____ issued by the Patna High Court, I/We hereby express our interest in participating in the tender process for engagement as the Examination Conducting Agency. I/We further submit that:

1. I/We hereby certify that I/We have read all the pages in the RFP documents (including all terms & conditions, annexure(s), schedule(s), corrigendum(s), etc.), and hereby unconditionally accept the terms and conditions in their entirety. I/We shall abide by all clauses contained therein.
2. I/We do hereby declare that our organization has not been blacklisted/debarred by any Government Department/Public Sector Undertaking.
3. I/We own/hold valid rights to the examination software and can customize it as per the High Court's requirements.
4. I/We further undertake that for conduct of High Court examinations, I/We will abide by the directions/instructions issued by Patna High Court from time to time.
5. I/We further warrant that the services do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or entity. We agree that we shall indemnify the High Court against any claim, demand, action or proceeding, directly or indirectly resulting from or arising out of any of the terms & conditions of the bid document and contract.
6. I/We certify that all information furnished by us/our organization is true & correct and in the event that the information is found to be incorrect/untrue or violated, then your department/organization shall, without giving any notice or reason, summarily reject the bid or terminate the Work Order, without prejudice to any other rights or remedies including forfeiture of the earnest money deposit.

Yours Faithfully,

(Signature of the Bidder with Official Seal)
Name: _____
Designation: _____
Organization: _____

ANNEXURE–XII

System requirement and Server requirement

Minimum Exam Centre System Requirement:

Sl. No.	Particulars	Specification
1	Screen Resolution	1024 x 768
2	Screen Size	At least 15-inch monitor
3	Operating System	Windows/ Linux version with security support from OEM. (Certificate must be required)
4	Browsers	A browser version with security support from OEM. (Certificate must be required)
5	Browser Setting	Java Script enabled

Minimum Exam Centre Server Requirement:

Sl. No.	Particulars	Specification
1	Processor	CPU Speed 1.5 GHz or above
2	RAM	4 GB or higher
3	Screen Resolution	1024 x 768
4	Operating System	Compatible for candidates' systems as clients must meet the performing criteria.
5	Performance Criteria	Must support at least the total no. of computer nodes on which the candidates are taking the exams without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each candidate with a time stamp for audit purposes. Response time for question/ page loading must be less than one second. All responses are to be acted upon in real-time. Remote desktop and sensitive ports should be disabled during exam.