

TOP SHEET



EdCIL (India) Limited
(A Government of India Enterprise)
(A Mini Ratna Company)
(An ISO 9001-2008 & 14001-2004 Certified Company)
EdCIL House, 18-A, Sector 16-A, NOIDA - 201301 (U.P.)

Reference No. EDCIL-IMS-SP-Test(79/2015)/01

Dated 07.09.2015

**Sub: Invitation of two bid tender (Technical Bid & Financial Bid)
to assist conduct of
Computer Based Online Examinations to carry out
for various clients of EdCIL**

Place for opening of the bid	Convention Hall EdCIL (India) Limited (EdCIL) [A Government of India Enterprise] EdCIL House, 18-A, Sector-16-A NOIDA - 201301 (Uttar Pradesh), India
Date of Pre-bid meeting with the Bidders	21.09.2015
Last Date & Time of Submission of Bid	01.10.2015 upto 1500 hrs
Date & Time of Opening of Technical Bid	01.10.2015 at 1530 hrs

**Cost of Bid Document:
Rs. 15,000/- (Rupees Fifteen Thousand Only)**

Disclaimer

This Bid Document is not an offer by EdCIL, but an invitation to receive offer from Bidders. No contractual obligation whatsoever shall arise from the bidding process unless and until a formal contract is signed and executed by duly Authorized Officer of EdCIL with the Bidder.

For & On behalf of EdCIL (India) Limited

Reference Table of Contents

	Subject	Page
1.	Chapter 1 - Introduction to EDCIL	3
2.	Chapter 2 - Abbreviations and Definitions	4
3.	Chapter 3 - Invitation for Bid Document	6
4.	Chapter 4 - General Information to Bidder regarding procedure for submission of bids	8
5.	Chapter 5 - Terms of Reference	16
6.	Chapter 6 - Bid Evaluation and Eligibility Criteria	22
7.	Chapter 7 - Proposed Contract Terms	28
Annexure-1	Bid Form	41
Annexure-2	Letter of undertaking	45
Annexure-3	Self-declaration - No Blacklisting	46
Annexure-4	Details of Similar Works Executed	47
Annexure-5	Format on Technical Experience	48
Annexure-6	Financial Bid	49
Annexure-7	Performance Guarantee format	52
Annexure-8	Proforma pre-contract integrity pact	53
Annexure-9	Proforma Agreement	60
Annexure-10	Compliance Sheet	64
Annexure-11	Para wise Compliance Statement of the entire tender bid	65

Chapter 1 Introduction to EdCIL

EdCIL (India) Limited (erstwhile Educational Consultants India Limited) (hereinafter called **EdCIL**), is the only Public Sector Enterprise under the administrative control of the Ministry of Human Resource Development, Government of India. EdCIL offers consultancy and technical support services in the areas of Education and Human Resource Development in India and abroad. EdCIL has been categorized as Mini Ratna Organization by the Government of India and has been awarded Prime Minister's Award of Excellence. EdCIL is an ISO - 9001 - 2008 & 14001 - 2004 certified company.

EdCIL is the only PSU consultancy organization in the education sector providing entire spectrum of education and human resources development services on turnkey basis. EdCIL is also the Nodal Agency of the Government of India for promotion of Indian education abroad. EdCIL has placed international students from 30 countries in various Indian institutions. EdCIL has over three decades of experience in conceptualization/setting up of premier educational institutions including IIT-Guwahati, IIM-Indore, Calicut etc. EdCIL has successfully completed several national and international projects in diverse areas of education, funded by various foreign governments and international funding agencies.

EdCIL is a known professional consultancy organization in providing recruitment / assessment services in selection and identification of personnel by conducting recruitment examinations / interviews / skill tests / Trade tests for clients such as various Ministries and Departments of Government of India / Public sector Enterprises, Autonomous bodies and Academic institutions across the country.

Project Background

EdCIL intends to implement a technology driven computer based online examination conducting System(Pan India) that will manage its recruitment process conducted for different clients. The system shall mainly comprise of the following activities:

A. Examination preparatory activities

- i) Development of suitable software for generating Admit Cards
- ii) Setting-up of Help desk
- iii) Selection, operation and monitoring of examination centers
- iv) Preparation of centers for Computer based exam
- v) Setting up of command centre for monitoring the conduct of examination

B. Conduct of Computer Based Online Examination

- i. Setting of completely confidential question papers, moderation and encryption
- ii. Randomly arranged question papers on the consoles at various test centres
- iii. Decryption of the question papers at the specified time
- iv. Conduct of online examination ensuring physical security, data security, web surveillance, mobile signal jamming and biometric verification.

C. Post examination

- i) Preparation/compilation of Results
- ii) Preparation of Merit List as per pre-decided requirement
- iii) MIS/customized report generation/analytics
- iv) Audit trail of the entire online proceeding

Chapter - 2

ABBREVIATIONS & DEFINITIONS

Application Website Development/ Project	Development of website / web portal / web enabled application / application website development.
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid	"Bid" means the response to this document presented in Two documents, Technical Bid and Financial Bid, which are supplied with necessary documents and forms, complete in all respect adhering to the instructions and spirit of this document.
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ bidder responding to Invitation for Bids and who is participating in the Bid.
Cert-IN	Indian Computer Emergency Response Team
CMS	Content Management System
Contract	"The Contract" means a legally enforceable agreement entered into between EdCIL and the selected bidder(s) with mutual obligations
Day	"Day" means a working day as per Government of India (Gol).
MHRD	Ministry of Human Resources Development
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit
Gol	Government of India
LoA	Letter of Acceptance
EdCIL	EdCIL (India) Limited
NIT	Notice Inviting Tender
PC	Purchase Committee
PSD	Performance Security Deposit (also called as SD/Bank Guarantee), for details see below
Purchaser/ Tendering Authority	Authorized person or entity that is a recipient of goods or services provided by a seller (bidder) under a purchase order or contract of sale; also called buyer. EDCIL in this Bid Document
Request for Bid	Bid document, is issuing an invitation for suppliers, through a bidding process, to submit a bid on a specific commodity or service
SAD	System Analysis and Design
SDD	Software Design Development

Security Deposit (SD)	Submission of the 10% amount of the Order Value by the Bidder and is retained till the successful completion of the project (i.e., as long as the bidder fulfils the contractual agreement)
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract. A service is the intangible equivalent of an economic good
SLA	Service Level Agreement is an agreement between two parties wherein one is EdCIL and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
SRS	Software Requirement Specification
STQC	Standardization Testing and Quality Certification
URS	User Requirement Specification

Chapter-3

Invitation for Bid

Reference No. EDCIL-IMS-SP-Test(79/2015)/01

Dated 07.09.2015

EdCIL invites Bids from the eligible bidders for conduct of Computer Based Online Examination. The mandate is to evaluate candidates Pan India using Computer Based Online Networked Examination System for various clients of EdCIL. The details are as follows:

S.No	Items / Activity	Details
1.	Cost of Bid Document (non-refundable)	Rs. 15,000/-
2.	Estimated cost of work for the First Year (2015-16)	Rs. 40,00,00,000/-
3.	Estimated cost of work for the Second Year (2016-17)	Rs. 45,00,00,000/-
4.	Estimated cost of work for the Third Year (2017-18)	Rs. 50,00,00,000/-
5.	Earnest Money Deposit (EMD)	Rs. 20,00,000/-
6.	Publishing Date	05.09.2015
7.	Document Download Start Date & Time	07.09.2015 from 1000 Hrs.
8.	Pre-Bid Conference	21.09.2015 at 1130 Hrs.
9.	Bid Submission Start Date & Time	24.09.2015 from 1400 Hrs.
10.	Bid Document Download End Date & Time	01.10.2015 upto 1100 Hrs.
11.	Bid Submission End Date & Time	01.10.2015 upto 1500 Hrs.
12.	Technical Bid Opening Date & Time	01.10.2015 at 1530 Hrs.
13.	Date & Time of Technical Presentation (only for appreciation and is not taken into account for evaluation)	Will be intimated later to the Technically qualified bidders
14.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
15.	Website for downloading Tender Document, Corrigendum, Addendums, etc	http://www.edcil.co.in
16.	Bid Validity	90 Days from the date of bid opening

Note: The figures at item no. 2,3 & 4 are only projections of tender costs per annum owing to conduct of online examinations. The figure based on the business placed with EdCIL may go up or down. In case of the figure going beyond Rs. 1,35,00,00,000 + 25% before completion of 3 years (total for 3 year's projection), the price will be renegotiated for possible downward revision. However, no minimum commitment is made by EdCIL on this account.

This Bid establishes the fundamental requirements for Computer Based Online Examination to Conduct and Process various Examinations of the different clients of EdCIL and for entering into a contractual relationship with the most qualified respondent entity which is willing and able to meet the requirements of EdCIL.

Queries related to bid may be sent to the e-mail latest by 18.9.2015 at ugaikwad@edcil.co.in.

Executive Director (Technical)
For and behalf of EdCIL (India) Limited

Chapter 4

General Information to Bidders regarding procedure for submission of Bids

1. The Bid document has to be downloaded from web site (www.edcil.co.in) and be submitted along with **document fee of Rs. 15,000/- (non refundable)** in the form of demand draft in favour of EdCIL (India) Limited payable at Noida along with Technical Bid. There is no exemption from payment of bid document fees and bids without requisite fees shall not be accepted.
2. Interested bidders are advised to study the document carefully. Submission of Bid shall be deemed to have been done after careful study and examination of the document with full understanding of its implications.
3. The Bidder shall bear all costs associated with the preparation and submission of its bid and EdCIL will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bid process.
4. Bidders are advised to attach a letter from an authorized signatory of the company owning the patent of the technology being offered clearly detailing the deliverables / ownerships and rights for implementation, service, warranty and post sales support.
5. Each offer shall specify only a single solution which is cost effective and meeting the tender specifications and it is the responsibility of the Bidder to decide the best of breed solution.
6. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
7. EdCIL reserves right to award the work, modify / cancel the award without assigning any reason. Initially the contract will be for three years extendable up to five years with a review, at the discretion of EdCIL based on performance of the service provider and internal requirement of the corporation.
8. **Financial Bid**
 - a) The bidder shall indicate the prices/rates as specified in the format given at Annexure-6.
 - b) The bidders should quote their most competitive prices/rates.
 - c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words **shall render the bid liable for rejection**. Bidders should ensure that there is no alterations / corrections in the prices/rates submitted by them.

- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

9. Security Deposit/EMD

- a) The bidder should enclose EMD of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in form of Demand Draft drawn in favour of EdCIL (India) Limited and payable at Noida, along with the Technical proposal/bid.
- b) The bids without EMD shall be summarily rejected.
- c) The successful bidder shall be required to deposit Performance Security equivalent to 10% of contract value estimated for first year to EdCIL before release of his EMD. The Performance Security shall be in the form of Bank Guarantee issued from a nationalised bank in favour of "EdCIL (India) Limited". This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the bidder from time to time. The format of the Performance Guarantee is placed at annexure-7.
- d) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract, unless forfeited earlier for reasons indicated at (e) below.
- e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

10. Acceptance of offer

EdCIL reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

11. Excuse from Claim

The Bidder at no point of time can excuse themselves from any claims by EdCIL whatsoever for their deviations in conforming to the terms and conditions, payment schedules, time frame for implementation etc. as mentioned in Bid document.

12. Adherence to Schedule

The Bidder has to adhere to the time schedule of activities mentioned in the Bid and no request to change the last date or extend period/time for submission shall be entertained by EdCIL. However, EdCIL reserves the right to extend the date/time for submission of the responses without assigning any reason by notifying in its website.

13. Presentation before Technical Committee

The Bidders will be required to make a presentation on technical and operational aspect including the demonstration of the module and technology assigned to the bidder. The standard timelines for execution of a typical individual project would be shared by him during this presentation. This would only be for the appreciation of EdCIL. No weightage will be attached to it during evaluation.

14. Submission of Bid

The Bidder shall submit their Bids in two separate sealed envelope:

- (i) Technical Bid and
- (ii) Financial Bid

The tender is a “Two Bid’ document. The Technical Proposal should contain all the relevant information and desired enclosures in the prescribed format along with Cost of Bid Document and Earnest Money Deposit (EMD). The Financial Proposal should contain only financial Bid as per **Annexure 6**. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

The Bid Document should be submitted as mentioned in this clause only of the bid document. Submission of Technical Bid and Financial Bid in any other format may result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers.

Additionally, the Bid should be accompanied by a separate parawise compliance sheet as per proforma placed at annexure-11.

All information called for in the enclosed Annexures should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “Not Applicable”. However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information may result in the bidder being summarily disqualified.

Offers sent by post should be sent by Registered/Speed Post so as to reach us before closing date i.e by 01.10.2015 upto 1500 Hrs with an acknowledgment due.

15. Bid Response Format

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Bid Document. The bidder shall use the following

format to submit the response:

- The documents of the Technical Bid shall be placed in lacquer sealed envelope clearly marking “Technical Bid for Computer Based Online Examination”.
- The financial Bid shall be placed in separate lacquer sealed envelope clearly marking it as “Financial Bid for Computer Based Online Examination (Do not open with Technical Bid)”.
- The above two envelopes shall be placed in third envelope, which shall also be appropriately lacquer sealed and marked as “Bid Document to conduct Computer Based Online Examination”

16. Confidentiality of Process:

Information relating to the examination, clarification, evaluation and comparison of bids, and recommendations for the award of the contract shall not be disclosed to Bidders or any other persons until the award of work to the successful Bidder has been announced.

17. Right to Termination/Cancellation

Notwithstanding anything contained in this document, EdCIL, reserves the right to cancel/terminate the bid/proposal process without assigning any reason whatsoever and EdCIL shall have no liability for above-mentioned actions.

18. Authentication of Bid

The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of bidder’s authorized person should be recorded at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract. A duly stamped Power-of-Attorney accompanying the Bid Document shall support the letter of authorization. The person signing the Bid Document shall sign and stamp at the bottom all pages of the Bid Document and each page of the bid document should be properly numbered and submitted as a package along with forwarding letter on bidder’s letter head. **Any unattested and sealed correction/ overwriting/ cutting/use of whitener etc. will lead to rejection of the Bid.** All the Bidders have to abide by all the terms and conditions mentioned in this Bid document.

19. Enclosures of Bid

The documents to be enclosed with the Technical and Financial Bid shall be as per the checklist / compliance sheet as per Annexure-10.

20. Address for Submission of Bids

Bid Document complete in all respect shall be addressed to:

Executive Director (Technical)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector 16A
NOIDA - 201301, U.P., India

In addition to the above, all envelopes including the inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as required, EdCIL will assume no responsibility for the Bid's misplacement or premature opening.

21. Late Bids

Any Bid received by EdCIL after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. EdCIL shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

22. Opening of Bids

EdCIL will open Technical Bids as per schedule. The bidder may depute their authorized representative for the event. The Bidder's representative who is present shall sign the attendance roll evidencing his/her attendance. Even if no representative of the bidder is available, the Bids would be opened as per schedule. In the event of the specified date of Bids opening/presentation being declared a holiday for EdCIL, the Bids shall be opened at the appointed time and location on the next working day.

23. Announcement of Bids

The Bidder's names, modifications, if any in the Proforma and the presence or absence of requisite fees and such other details will be announced at the opening of Bids. No Bid shall be rejected at the time of Bid opening except for late submissions.

24. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, EdCIL may, at its sole discretion, ask the Bidder for clarification on the Bid submitted. The request for clarification shall be in writing by post or email or by facsimile. The response shall be submitted in writing by registered/speed post duly signed by authorized representative. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Bid shall be rejected. Clarifications sought would be restricted to those on the declarations

already made by the bidder. No fresh information will be sought which will make an ineligible bidder eligible. EdCIL would be free to confirm authenticity of the documents submitted by bidder with the issuing authority of the document. No representation in this regard would be entertained after rejection of the Bid.

25. Completeness of Bids

EdCIL will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Bid Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are substantially responsive to the requirements of the Bid Document. Information must be furnished in comprehensive manner against each column of Bid Document.

26. Rectification of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting as are unattested and without seal are found the bid shall be rejected summarily. Arithmetic errors in bids will be treated as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

27. Rejection of Bid

The Bid shall be submitted duly filled by downloading Bid document from website. Bids submitted by Telex, Fax or e-Mail would not be entertained.

Bid may be rejected at any stage of the evaluation if it is found that the Bidder has provided misleading information or has been blacklisted by a central or any state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their bid or wrongfully creates circumstances for the acceptance of the bid, EdCIL reserves the right to reject such a bid at any stage.

A bid that does not meet all pre-qualification criteria or is not responsive shall be rejected by EdCIL and will not subsequently be made responsive by

correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

28. Validity of Bid

Bids shall be valid for acceptance for a period of at least 90 (Ninety) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, this would be subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

29. Opening of Financial Bids

Financial Bids will be opened and compared after the technical evaluation of Bids. The financial bids will be opened for the shortlisted technically qualified bidders. The name of Bidder, bid prices of each Bid, shall be announced by EDCIL during opening of financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated and by displaying the same on the website of EdCIL <http://www.edcil.co.in> only. All the technically shortlisted bidders would be advised to witness the opening of financial bid.

30. Undertaking for reasonableness

The bidder will give an undertaking with financial bid that to the best of their knowledge and belief:

- (a) Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- (b) Services/Products/Goods supplied, will be of requisite specification and quality.

31. Pre-Bid Conference Enquiries and Clarifications:

The bidder or his official representative is advised to attend a pre-bid conference on 19.09.2015 at 1130 hrs. at the office of :

EdCIL (India) Limited,
EdCIL House, 18 A, Sector 16A,
NOIDA - 201 301 (U.P)
Phone: 0091-120-2515375(D), EPABX: 2512001-006
Fax: 0120 2515372
Email: ugaikwad@edcil.co.in

The purpose of this meeting will be to clarify issues and to answer questions on any matters involving the bid document that may be raised at that stage.

Prior to this, the bidder is requested to submit any queries in writing by fax followed by post copy in confirmation so as to reach EdCIL not later than 18.09.2015.

Queries relevant to the Bid Documents shall be addressed to the General Manager (Recruitment Services), EdCIL. Reply to the bidder's queries will be made by the EdCIL(India) Ltd. though publication on the website of EdCIL as well as direct reply to the concerned bidder.

In respect of clarifications sought, the following shall apply:

1. EdCIL reserves the right not to consider any condition that is found unacceptable.
2. If in EdCIL opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by EdCIL and the accepted conditions will be incorporated in the bid document as an amendment and the same would also be notified in the website as well intimated to individual bidders.

If EdCIL deems it appropriate to revise any part of this Bid Document or to issue additional data to clarify an interpretation of the provisions of this Bid Document, it may issue supplements to this Bid Document. Such supplemental information, including but not limited to, any additional conditions, clarifications, minutes of meeting, official communication over email/ post, etc. will be communicated to all the bidders directly and by putting up on EdCIL Website (<http://www.edcil.co.in>). Any such supplement shall be deemed to be incorporated by this reference into this Bid Document.

Chapter - 5

Terms of Reference

5.1 Objective

EdCIL proposes to identify a Bidder for providing end to end computer based evaluation solution for conducting online examinations for its clients covering the following phases:

This has been divided into following three broad phases

- Examination Preparatory Phase
- Examination Phase
- Post Examination Phase

5.1.1 Examination Preparatory Phase

- EdCIL facilitates in coordination with its client, release of paper advertisement and opening of the online registration process along with schedule of examinations.
- Soft copy of the candidates applications master database will be provided to the selected bidder (service provider).
- The Service Provider should make the provision for allocation of centers & admit card dispatch and download. The successful candidate should be able to take the print of admit card.
- The Service Provider is expected to draw the examination plan and design the examination processes as follows:
 - **Complete Security management processes**
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Content Security
 - **Candidate handling process**
 - Mapping of candidates details with Exam Centers
 - Validation and verification of identity
 - Attendance and biometric (photograph and thumb impression) handling
 - Installation of cellphone jamming devices in the centres.
 - Installation of CCTVs in the centres.
 - Machine/seat allocation and handling of security parameters
 - Bulk/individualized SMS

- Bulk/individualized emails
 - Toll Free/Customer care number for attending queries
- Any other processes related to conduct of Examination.
 - To prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
 - To provide specifications for Hardware and Software required at all stages of the examination.
 - Application management and issuance of Admit cards
 - Exam Centres
 - Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
 - To provide trained manpower and other required support to handle the entire Examination conduct process.
 - To identify required Exam Centers in each of the cities with minimum capacity of 100+10% reserved i.e. 10 per 100 systems kept as reserve per shift.
 - To ensure that Exam Centre has the required suitable Hardware, Software, Internet and LAN connectivity for conducting Examination. The required Hardware, Software, networking including Internet (lease line) shall be installed by Service Provider on lease/rent basis, whose cost would be covered under commercials bid.
 - To ensure UPS facilities and Generator facility at each Exam Centre for un-interrupted power supply during the entire process.
- To carry periodic audit at Exam Canters for
 - Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - Working conditions of UPS and Generator.
- To ensure conduct of exams in a candidate friendly way i.e proper lighting, fans, ventilation, suitable drinking water and separate toilet facilities both for Boys and Girls. Also to ensure amenities for physically challenged persons as per the government guidelines.
- To provide facility to candidates for mock test through a software within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be replica of the examination.

- To provide help to candidates through a call centre (toll free/customer care number) ensuring the service quality 24x7.
- To host and manage the examination process through secure intranet based solution at Exam Centers.
- Checking of original documents and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Service Provider at the examination centre after verification of the documents.
- Signature of the candidate in the attendance sheet and Verification of the signature in attendance sheet vis-à-vis the signature in the admit card.
- To complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes.
- To provide CCTV cameras during the examinations and also to provide cellphone jammers during the examinations.
- To arrange/provide adequate displays at the entrance and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
- To ensure proper control at the entry gate.
- All pre-examination phase processes shall be carried out in consultation with EdCIL.

5.1.2 Conducting the Computer based Online Examinations

- To create the completely secure, unique and confidential content for each examination / shift as per the syllabus provided by EdCIL, moderate the question paper as per an acceptable statistical method and ensuring error free questions in all aspects. The question paper should be in English or bilingual or multilingual in regional languages, as the case may be, as per the requirement of EdCIL's clients.
- To provide adequately trained manpower as per the under mentioned ratio: Each Exam Centre of capacity of 200 & 10 buffer should have the minimum following personnel to be deployed by the Service Provider;
 - i) Exam Centre Administrator - 1 (regular employee of the Service Provider)
 - ii) IT Manager -1 (regular employee of the Service Provider)
 - iii) Invigilators - 2 per 30 systems with a minimum of 2 in a room

- iv) Support Staff - Minimum 2 per 200 students (Suitability need to be justified with centers) and locations
- v) Security Guards - Minimum 2 per 200 students (Suitability need to be justified with centers)
- vi) MTS - Minimum 2 per 200 students

The above staff should be increased proportionately on the basis of centre size in terms of candidates for exam.

- The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.
- Exception handling, scribe for visually challenged and other amenities for physically challenged as per GOI Norms.

Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
Operating System	Windows XP Professional Service Pack 3 or higher
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidates systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 400 clients without any degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.

	Response time for question/page loading must be less than one second.
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As many servers as needed for a centre must be provided by the Service Provider for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Service Provider.

- While exam may be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes (or as specified by EdCIL) for monitoring purposes. Service Provider should provide reports to EdCIL to view the test progress.
- To maintain audit trails of all activities of candidate (click by click) during the course of examination.
- To monitor and supervise Exam Centre activities on monitoring console to be installed in EdCIL Headquarters or at end client, as mutually decided. The data should be a real time data to be generated from each Exam Centre during the examination.
- At the end of the exam, transfer/export candidate response and audit trails on secured channel from local server to Central server of the Service Provider within 1 Hour from each exam center. Other data such as attendance sheet, finger print, photograph, video recording, seating plan etc (if any) should be sent to EdCIL within 4 days of conclusion of each exam shift.

5.1.3 Post Examination Phase

- To calculate marks obtained by each candidate as per the approved scheme of EdCIL (negative marking etc) and evaluation of answers to be carried as per keys.
- The candidate's responses, biometric, photograph, audit rails should be uploaded automatically from the local server to company own data centre in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- The Service Provider should be able to hand over the raw responses/data to EdCIL immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The candidate should be able to get the question paper on email id on the same day of the exam. The question paper should be visible in the same sequence/format as it was appeared to the candidate during exam including candidate responses to ensure transparency.
- To provide documented inputs and support for handling for a period of 2 years after each examination for
 - Candidates queries

- Press interaction, if any.
- RTI queries
- Court Cases, if any
- To generate intelligent data analysis of the candidates attending the examination for as required by EdCIL or as required to be shared with EdCIL's end client.

Test Data Archiving: Service Provider shall archive the result and other examination data for future references after specified time, as per requirement of EdCIL.

MIS generation/ customized reports/Analytics: Service Provider shall be providing adequate information on candidates profiles as per the requirement of EdCIL or its client.

Chapter - 6

BID EVALUATION AND ELIGIBILITY CRITERIA

1. Bid Evaluation Process

The Selection of the Bidder shall be based on eligibility criteria and Quality and Cost Based Selection (QCBS). The proposals submitted by the Bidders will be evaluated by taking the following stages of evaluation into consideration:

- i) **Initial Eligibility:** The bids will be screened based on the initial eligibility criteria mentioned at Clause No.-2 of this chapter of this Bid document. Applicants found eligible based on the Initial Eligibility Criteria alone will be considered for the next stage evaluation.
- ii) **Detailed Evaluation:** The applications found eligible as per the Initial Eligibility Criteria shall be further evaluated based on the parameters mentioned at point 4.0 of this chapter.
- iii) **Demonstration and Presentation (only for EdCIL's appreciation and is not taken into account for evaluation):**
EdCIL shall call the responsive bidders for presentation to demonstrate their technical strengths of the proposed solution and also to assess their understanding of the scope of work and its execution.
 - Prior experience of the Bidder in conducting online examinations
 - Capability of the Bidder to develop the required software
 - Capability of the bidder to conduct online exam for 50,000 candidates in single session on PAN India basis
 - Details of the infrastructure for successful completion of work
 - Availability of adequately trained personnel in the organization to conduct the exam
 - Content security
 - Security and software quality certification
- iv) **Final Evaluation:**

Final Selection of the Bidder shall be based on Quality and Cost Based Selection (QCBS) with 70% weightage for technical evaluation and 30% weightage for commercial evaluation.

2.0 Initial Eligibility Criteria for shortlisting of Bidders

- A. The Bidder must be a Sole proprietor, individual Company/ Firm/ Society registered under Indian Company Act, 1956/ The Partnership Act 1932/ Society Registration Act, 1860. A bidding firm should be an individual

corporation/ company. **Consortium of companies/ firms is not allowed.**

- B. The Bidder must possess a valid: -
- I. VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year.
 - II. Service Tax Registration Certificate.
 - III. Income Tax Registration/ PAN Number.
- C. The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years. The bidder shall furnish an undertaking duly attested by notary in a non-judicial stamp paper of value Rs. 100/- (Rupees Hundred Only) regarding their non-blacklisting in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last five financial years as per Annexure-3.
- D. The bidder should have in the past Conducted computer based recruitment examination for at least 50,000 candidates appeared in one exam cycle pan India in a single shift.
- E. The bidder should have Conducted at least two computer based online recruitment examinations for Government Departments / Autonomous Bodies / PSU for minimum 30,000 Candidates in a single shift PAN India in the last three completed financial years and the current financial year.
- F. The bidders should have minimum total Turnover of the company as a whole at-least Rs. 200 Crores during last three financial years (FY 2012-13, 2013-14 & 2014-15) & total turnover generated from services related to Online/Computer Based Examination / online recruitment exams during the last three financial years (as per the last published Income Statement), should be at least Rs. 80 Crores.
- Bidding Company must not be making any financial losses in last 3 years (FY- 2012-13, 2013-14 & 2014-15.)
- G. The Service Provider should own the Primary Data Center with back-up Secondary Data Centre for data Security as per the Government of India, National data sharing and accessibility policy (NDSAP) guidelines in this regard.
- H. The bidding agency should own the copyright of the source code being used for conducting the computer based online examinations. The agency should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose of conducting the said computer based online examinations throughout the term of Agreement with EdCIL.

- I. The agency should be certified for compliance with established Information Security Standards such as ISO 27001. Duly signed copy of ISO 27001 certificate should be submitted along with the technical bid. The bidding agency shall ensure that such certificate is valid through the Agreement term. Any renewal of such certificate shall be the sole responsibility of the bidding agency without any recourse to EdCIL in any manner whatsoever.
- J. The agency should have an in-house quality assurance and product testing team with proven and robust quality management processes required for conducting the computer based online examinations.
- K. The agency must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- L. The agency should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration requirements of the system used to conduct the examinations. Results of such performance tests should be made available to EdCIL as and when required. Sometimes these tests may have to be conducted within short notice and with strict deadlines. These tests shall be conducted by the bidding agency prior to the each of the examination awarded by EdCIL.
- M. The agency should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code and the infrastructure must be carried out. Results of such security tests should be made available to the EdCIL as may be requested from time to time.
- N. There should be suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional centre locations, students' data. The agency has to clearly indicate these plans in the technical proposal.
- O. The bidding agency should have authorized and globally accepted software certification, CMMi Level 3 or above.
- P. The bidder should have a proven system of ensuring confidentiality of the content of the examination. All legal liability against any violations would be borne by the bidder.

3.0 Against proof of fulfillment of eligibility criteria, the following, item-wise are the documents to be submitted by the bidder:

Sr. No.	Criteria	Documents Required
i)	50000 candidates appeared in one shift in single examination in India	Copies of Work Orders and reference of the contact person (name address and telephone no.)
ii)	Conducted at least two computer based online examinations for government departments / autonomous bodies / PSU for minimum 30,000 candidates in a single shift pan India in the last two completed financial years and the current financial year.	Copies of Work Orders and reference of the contact person (name, address and telephone no.)
iii)	Companies incorporated in india under companies act 1956 or societies registered in India under societies registration act 1860 or trusts registered in India under Indian trust act. Companies/societies must be registered on or before 01/04/2009.	Certificate of incorporation/registration/ trust deed
iv)	Turnover for last 3 Years: Group total turnover of Rs. 200 crore Total turnover generated from services related to online/ computer based examination / online recruitment exams during the last three financial years (as per the last published income statement), should be at least Rs. 80 crores. The bidder must not be making loss in last 3 years	Copy of the certified and audited Profit & Loss Account and Balance Sheets of last 3 years
v)	The online exam s/w must be Owned by the bidder	Copyright
vi)	Maturity of conduct of online Exam through secured practices maturity of software Development skill for conduct of online exam	ISO 27001 Certification CMMi-5 Certification

4.0 Detailed Technical Evaluation

- i) The Bidders meeting the initial eligibility criteria shall be further evaluated based on the following parameters:

S.No	Criteria	Score
i)	Certifications above CMMI Level 3	10
ii)	Primary Data Centre with Secondary Data Centre in different seismic zones in India owned by the bidder for data Security	10
iii)	Tier 3 DC Cert -in certified infrastructure	10
iv)	Group turnover more than 100 crores for each year during last three years	10
v)	Turnover from the services related to Online / computer based examination / online recruitment exams more than Rs. 50 crores for each year during last three years	10
vi)	Conducted online/ Computer based exams for more than 60,000 candidates and above in single shift	10
vii)	Minimum 250 employees involved in conducting computer based online examination	10
viii)	Experience (number of online/Computer based examinations) of the bidder in conducting Online examination in last 3 year with single shift more than 50 cities	10
ix)	Conduct of more than five examinations with candidate capacity of minimum 30,000 in last 3 years	10
x)	Conducted online/ Computer based exams for more than 2,00,000 and above in single shift	10
	Total	100

The documents required as proof of above (4.0 i) are as follows:

S.No	Documents Required
i)	Copy of certificates above CMMI Level 3
ii)	Proof of primary and secondary data centre along with its location
iii)	Copy of certificate
iv)	Certified balance sheet for the financial year 2012-13, 2013-14 & 2014-15
v)	Certified balance sheet for the financial year 2012-13, 2013-14 & 2014-15
vi)	Copies of work order & completion certificate issued by clients
vii)	Details of employees on roll issued by HR Head
viii)	Client certificates along with city details

ix)	Client certificates along with number of candidates appeared
x)	Client certificates along with number of candidates appeared in single shift

5.0. Financial Evaluation

The financial bids shall be opened of only those bidders who have been found to be technically eligible based on meeting all the eligibility criteria at para 4.0. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The EdCIL shall inform the date, place and time for opening of financial bid.

The Commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

6.0. Final Evaluation of the Bids

The final selection of the bidder will be based on QUALITY AND COST BASED SELECTION (QCBS).

There will be 70% for Technical Evaluation based on marks obtained from table at para 4.0 and 30% weightage for Financial Evaluation.

The individual bidder's commercial scores (CS) are normalized as per the formula below:

$$F_n = F_{\min} / F_b * 100 \% \text{ (rounded off to 2 decimal places)}$$

Where:

F_n = Normalized commercial score for the bidder under consideration

F_b = Absolute financial quote for the bidder under consideration

F_{\min} = Minimum absolute financial quote

$$\text{Composite Score (S)} = T_s * 0.7 + F_n * 0.3$$

The bidder with the highest Composite Score(S) would be awarded the contract.

Chapter -7

Proposed Contract Terms

10.1. General Conditions of the Bid

1) **Income Tax, VAT/ Service Tax Registration and Clearance Certificate**

No Bidder who does not hold a valid PAN from Income Tax department and who is not registered under the VAT/ Sales Tax and Service Tax Act prevalent in the State where his business is located shall be allowed to participate in the tender. The VAT and Service Tax Registration Number should be quoted and a VAT and Service Tax clearance certificate from the Commercial Taxes Officer of the Circle concerned valid on the date of submission of tender shall be submitted without which the tender is liable to rejection.

2) **Contract Documents**

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3) **Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and EdCIL, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b) The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) **Notices**

- a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of receipt.
- b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

5) **Applicable Law**

- a) The contract shall be interpreted in accordance with the laws of the Union of India.
- b) Governing Law and Choice of Forum :
 - The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Delhi (India).

- Any suit/legal action filed by any third party including end clients of EdCIL on any examinee on account of the services provided by the Service Provider against any item related/pertaining to this project shall be settled by the Service Provider at his own cost. EdCIL will NOT be a party to the same.

6) **Deliverables**

The bidder whose tender is accepted shall arrange to start the services as mentioned in the Bid document within 7 days of receipt of Letter of Acceptance (LOA).

7) **Rates/ Prices**

The rates quoted shall remain firm during the period of contract initially for three years and extendable for further period of two years.

In case the total executed value of the tender exceeds the total estimated value as mentioned in the bid document plus 25% of the same in any year, the price would be renegotiated for the balance of the years of the currency period of the contract.

8) **Terms of Payment**

- a) The payment shall be in Indian Rupees and shall be paid only after successful completion of each examination cycle without any deficiency.

No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.

Payment for Services shall be made by EdCIL (India) Limited in Indian Rupees as follows:

1. 80% after successful conduction of the examination of respective examination cycle.
 2. 20% after 45 days of the successful completion of the examination Cycle based on confirmation of completion received from EdCIL's end client
- b) The successful bidder within 15 days of issue of Letter of Award has to sign an agreement (format at **Annexure - 9**) on non-judicial stamp paper which shall contain clauses including that related to liquidated damages on account of delays, errors, cost and time over-run etc. solely on the part of Bidder/Service Provider.
- c) In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost of the examination recoverable from the bidder in addition to damages and penalty.

- d) All payments shall be subject to TDS.
- e) The rate quoted should be firm.
- f) In case of any difference between the rates quoted in figures and words, the latter shall prevail.
- g) The bid should be valid for a minimum period of 90 days after the closing date of submission.

9. Standard of performance

- (a) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. 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 professional advisors to EdCIL. The Bidder shall always support and safeguard the legitimate interests of EdCIL, in any dealings with the third party.
- (b) The bidder shall enter into a non-disclosure agreement with EdCIL.
- (c) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.
- (d) The security of the system should be foolproof and shall be treated “**not foolproof**”, where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by bidder.
- (e) The Service Provider shall be liable to EdCIL for any financial losses incurred by way of any of system and process failure towards conduct of online examination.
- (f) The Service Provider shall provide to access to all its IT systems to an overseeing IT specialist should EdCIL decide to engage such an external professional.

10) Copyright

The copyright in all documents and other materials containing data and information furnished to EdCIL by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to EdCIL directly or through the Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

11) Intellectual Property Rights

The Bidder shall ensure that there is no infringement of any patent or intellectual proprietary rights in any manner whatsoever.

12) Confidentiality

Both parties and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, commercial details, agreement or EdCIL's business or operations without the prior consent of EdCIL.

EdCIL also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of EdCIL in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land)

13) Performance Security

Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 10% of the total order value for the first year as demanded by EdCIL, valid up to 90 days after the date of completion of the contract, failing which EMD of the same will be forfeited & the contract will be cancelled. The Performance Security shall be in the form of Bank Guarantee issued from a Nationalised bank in favour of "EdCIL (India) Limited". This Performance Bank Guarantee shall be retained throughout the currency of the contract and extended by the bidder from time to time.

The performance security shall be in the form A/c payee Bank draft issued by any Indian Nationalized Banks and will be effective on its realization in to EdCIL's account. The Bidder may furnish Bank Guarantee of any Nationalised Bank valid for the period of contract as per format ANNEXURE-7 .

In the event of any amendment in contract, the Bidder shall, within 7 days of receipt of such an amendment, make suitable amendment to performance security.

The Performance Security will be discharged by EdCIL and within 90 days from the date of completion of the Bidder's performance obligations.

The proceeds of the performance security shall be payable to EdCIL as compensation for any loss(es) resulting from the failure, if any, of the Bidder apart from any other action/penalty as deem fit by EdCIL.

14) Consortium

No consortium will be entertained by EdCIL. 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 EdCIL 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 bid or termination of contract with penalty.

15) Penalty Clause / Liquidated Damages

In case of any deficiency or failure in the satisfactory performance or completion of project, as per the contract, a penalty @2.5% of the bid value and in case of delay in performance penalty @2.5% per week subject to the maximum 10% of the value of the bid.

If the delay adversely affects conduct of examination, the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. EdCIL 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 Service Provider.

I. Liquidated Damages

- (a) Notwithstanding EdCIL's right to cancel the order, liquidated damages for late delivery and commissioning at 2.5% (Two and a half percent) of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value after giving notice to the bidder.
- (b) Liquidated damages for late commissioning at 2.5% (Two and a half percent) of the order value per week will be charged for every week's delay in commissioning to a maximum of 10% of the value of the order value after giving notice to the bidder.
- (c) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- (d) EdCIL reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by EdCIL to the bidder. Liquidated damages will be calculated on per week basis.

II. Penalty

- a) In the event of any failure or deficiency resulting partially or wholly cancellation and / or re-examination at one or all centres, the service provider/Bidder shall be liable for entire cost of the same apart from the

damages and penalty as per contract.

- b) In any event the penalty amount would not exceed the project value awarded to the Bidder.
- c) Given the nature of deficiency / delay, either Liquidated Damages or Penalty will be imposed.

16) **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 EdCIL 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 EdCIL in writing the fact of the delay, its likely duration and its cause(s). EdCIL 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 EdCIL on its own.

17) **Termination**

EdCIL may without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence EdCIL shall give not less than thirty days written notice of termination to the Service provider.

a) **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Service Provider:

- i. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or
- ii. Makes an arrangement with or assignments in favour of his/their creditors or agrees to carry out the contract under a committee or inspection of his/their creditors; or
- iii. Abandons the work; or
- iv. Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or

- v. Fails to adhere to the agreed program of work; or
- vi. Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or
- vii. Performance is not satisfactory; or
- viii. Defaults in the performance of any material undertaking under the contract and fails to correct such default to the reasonable satisfaction of EdCIL within fifteen days (15) after written notice of such default is provided to the Service Provider. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by EdCIL as a result of such termination.
- ix. At any time, the Service Provider makes default in proceeding with the works/job with due diligence and continues to do so after a notice in writing of seven (7) days from EdCIL.
- x. If the Service Provider obtains the contract with EdCIL with illegal measures;
- xi. Information submitted/furnished by the contract are found to be incorrect.
- xii. The above shall be without prejudice to EdCIL's other rights under the law.

b) CONSEQUENCES OF TERMINATION

If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

- i. EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.
- ii. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.
- iii. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.
- iv. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

- i. EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under

- the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by the Service Provider if any due to such termination.
 - iii. Either party may terminate the contract by giving a notice of 90 days.

18) Settlement of Disputes

- a) **General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.
- b) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding contract shall be settled by a competent court situated in Delhi (India) only, after decision of the Purchase committee for settlement of disputes.

19) Arbitration:

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to a sole arbitrator per Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof.
- b) All legal proceedings shall have to be lodged in courts situated in Delhi (India) and not elsewhere.

20) Reservation of Rights:

EdCIL reserves the right to:

- a. Extend the Closing Date for submission of bids.
- b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcil.co.in>.
- c. Seek information from the Bidders on any issue at any time.
- d. To accept any bid reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.
- e. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals or midway during currency of the agreement.
- f. Seek the advice of external consultants to assist EdCIL in the evaluation or review of proposals or execution of the contract.

- g. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

21) **Suspension**

- a) EdCIL 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 Service Provider, if the Service Provider 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 Service Provider.
- b) EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the cost of the Service Provider.

22) **Force Majeure**

- Notwithstanding anything contained in the Bid Document, the Service Provider shall not be liable for Force Majeure.
- If a Force Majeure situation arises, the Service Provider shall promptly notify to the EdCIL in writing. Unless otherwise directed by EdCIL in writing, the Service Provider shall continue to perform its obligations under the agreement as far as reasonably practical. EdCIL may, terminate this agreement by giving a written notice of a minimum 15 days to the Service Provider, if as a result of Force Majeure, the Service Provider is unable to perform a material portion of the services for a period of more than 30 days.

23) **Local Conditions**

- The Bidder shall inspect the cities/sites of operation and shall satisfy itself of the cities/sites' conditions and availability of required resources and shall apprise itself 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.

24) **Responsibilities of the Bidder**

- The bidder shall be responsible for the study, development and implementation of online examination system along with successful, conduct and processing of online examination as per the terms and specification and directions of EdCIL.

25) Interpretation

In these Terms & Conditions:

- a. References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- b. 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 Bid Document.
- c. The headings are inserted for convenience and are to be ignored for the purposes of construction.
- d. 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.
- e. In case the Bid Document is silent on the items contained in the bid, the decision of EdCIL shall be final & binding on the Bidder/ Bidders.
- f. For the entire purpose of this tender/work/assignment, EdCIL would be the first party, who intends to award the tender/work/assignment to a suitable organization, called the second party, and as per the standard language, would be, hereinafter, called bidder.
- g. The term bidder would include tenderers/bidders/agencies/interested parties and may include any such term which so far has not been used, but may be used to refer the second party. These terms may be used interchangeably too, words, Tender and bid, may also be used interchangeably.
- h. The selected bidder would also be included in the term bidder, for the sake of clarity.
- i. The terms, examination and evaluation may also be used interchangeably.
- j. Until and otherwise explicitly mentioned, the term centre or center would mean a place where the bidder intends to conduct the online examination through the means mentioned in the scope of work and as per the terms and conditions specified by EdCIL.
- k. Until and otherwise explicitly mentioned, the term candidate would refer to the person intends to be examined through the online examination, intended to be conducted by EdCIL through the bidder. The terms applicant, examinee, etc. would also be included/intended for the term candidate.

26) Change in Laws & Regulations

- Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in state/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Contract Price, then such Contract Price

shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions wherever applicable, in accordance with Clause “Contract Price”.

27) Change Requests/ Management

- a. EdCIL may at any time, by a written order given to the firm, can make changes within the general scope of the Agreement w.r.t increase or decrease in the number of items specified for maintenance contract.
- b. The change request/ management procedure will follow the following steps: -
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated cost and the items impacted will be analyzed and documented by successful bidder.
 - Approval or disapproval of the change request - EdCIL will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
 - Implementation of the change - The change will be implemented in accordance to the agreed cost, effort, and schedule.
 - Verification of the change - The change will be verified by EdCIL on implementation of the change request.
- c. All changes outside the scope of contract agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of EdCIL. In the event that the consent of EdCIL is not received within a period of 10 working days from the date of communication, then the change shall not be carried out. The impact of the change in terms of the cost and schedule will be re-estimated by the committee constituted by EdCIL and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

28) Acceptance Tests

- The selected bidder in presence of the EdCIL authorized officials will conduct acceptance test at the site. The test will involve installation and commissioning and successful operation of the hardware, software, communication equipment etc. No additional charges shall be payable by the EdCIL for carrying out these acceptance tests.

29) Audit by Third Party

- EdCIL at its discretion may appoint third party for auditing the activities of software development, onsite services and operations of entire services provided to the EdCIL. The Service Provider will provide full access and cooperation to enable this Audit by a third party.

30) **Indemnity**

In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/ liquidated damages, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arise out of the contractual obligation.

31) **Special Terms and Conditions**

- The exact scope of work, deliverables, milestones and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of EdCIL. Such offers will not be considered as valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.
- The volume of business is indicative only and cannot be guaranteed.
- The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- EdCIL reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final. Initially the contract will be for three years extendable to 5 years at the discretion of competent authority based on performance of Service Provider and internal requirement of EdCIL.
- The Service Provider shall have to carry/ demonstrate complete System Test Run (STR) with test data to the EdCIL before implementation. The Service Provider should also be able to demonstrate click by click audit trail for any type of enquiry.

- The Service Provider should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
- The Service Provider shall not approach or take over the recruitment services work of any of the end client of EdCIL for online recruitment examination business during the currency of the contract.
- In no case branding of bidder would be done. EdCIL would be the front for the examination.
- Bidder should have adequate arrangement for contingency situations.
- Decryption at the Examination Centre should start only after the first student login in the examination centre anywhere in the country.
- Any court case arising out of bidders mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder
- EdCIL intends to enter an end-client agreement towards conducting of online examinations that will be endorsed by the selected bidder
- The Service Provider will nominate SPOC (Single Point Of Contact) for each examination project undertaken who will closely work with the SPOC nominated by EdCIL through out during execution of a project for its successful completion.
- All payments to Service Provider will be made by NEFT / RTGS for which necessary IFSC code and bank details will be intimated by the Service Provider.
- TDS will be deducted as per rule.
- Service Tax will be payable over and above the amount quoted by the bidder.

Bid Form

I. Addressed to

a.	Name of the tendering authority	EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A NOIDA - 201301 (U.P.), India
c.	Telephone	0091-120-2512001 to 006
d.	Tele-Fax	0091-120-2512010 / 2512372

II. Ref Number: EDCIL-IMS-SP-Test(79/2015)/01

III. Other related details: -

1.	Name of Bidder				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
		Phone		Fax:	
		Contact Person			
		Phone		Fax:	
5.	Year of Establishment				
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership	Proprietary
7.	Telephone Number(s)/ Mobile				
8.	Website URL				
9.	Fax No.				
10.	Email Address				

11.	Annual Turnover for the last 3 years (<i>Copies of audited balance sheet/CA Certificate should be attached</i>)	2012-13	2013-14	2014-15
12.	Whether bidder owns the source code of the examination software	Yes/No		

13.	Clientele: (Clients from whom certificates of satisfactory report can be produced should be mentioned)	Banks and FIs	Government Departments & Undertaking or Autonomous bodies	Other Reputed Concerns	
14.	Whether the bidder is capable to provide infrastructure capacity of 50,000 candidates, single shift, PAN India				
15.	No. of technical Staff for the conduct of examination				
16.	Security and other Software certifications				
17.	Indicate if organization has been blacklisted or unable to deliver Online Computer Based Examination for any of the offices of Center or State Govt. or any of its other customers? If so, details may be provided.				

18.	Proof of Work experience	Organization	No of Cities in a shift	Candidate Count in a shift	Repeat order received
	Year				
	Year				
	Year				
	Year				

19.	Organizations where the Bidder is Providing Assessment Services	Name of Organization	Assessments services being provided since	Contact Person, designation, Postal Address, Telephone, Fax and e-mail address	Whether certificate of satisfactory service is included. If not, the work will not be considered

20.	Are there any clarifications, etc. that the Bidder may like to make.	
21.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix	

- IV. The Tender fee amounting to Rs. 15,000/- (Rupees Fifteen Thousand Only) has been remitted vide DD/ Banker's cheque No. _____ dated _____ in favour of EdCIL (India) Limited, Payable at, New Delhi, India.
- V. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- VI. The rates for the services as prescribed in financial document are given separately in the financial bid.
- VII. Reproduced / re-word-processed formats or Bidder own formats for the price bids will disqualify the tender. However the Bidder can reproduce exactly the same format for clarity in filling due to shortage of space.
- VIII. The rates quoted are applicable up to period of contract from the date of opening of bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favour of EdCIL (India) Limited, Payable at New Delhi, India.

S. No.	Earnest Money deposited through	Number	Dated
1.	DD/ Banker's Cheque (<i>Payable at Noida Only</i>) or Bank Guarantee		

IX. Tax Clearance Certificates:

S. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number	Page No.
1.	VAT-TIN			
2.	CST			
3.	Service Tax			

- X. No Advance payment shall be made. Payments shall be made as per payments terms.
- XI. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.
- XII. Financial Bid given in this Bid Document is enclosed in a separate envelope duly signed and sealed.

Signature:

Name:

Designation:

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 2

Letter of undertaking (ON THE LETTER HEAD OF THE BIDDER)

To

Executive Director (Technical)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A,
NOIDA - 201301 (U.P.), India

Sir,

Subject: Online Computer Based Examination for various Clients of EdCIL

This bears reference to EdCIL Bid No. _____ Dated _____. We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid.

We warrant that the service does not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

We certify that any owner/stakeholder/employee or group of persons of our company/firm has not been caught / involved / booked / charge-sheeted / convicted / punished / debarred for unfair-means in any examination assignment undertaken by our company/firm.

The above document is executed on ___/___/2015 at (place) _____ and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:
Place:

Annexure 3

SELF-DECLARATION - NON BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

Executive Director (Technical)
EdCIL (India) Limited (EdCIL)
EdCIL House, 18 A, Sector-16 A
NOIDA - 201301 (U.P.), India

Sir,

In response to the Bid No. _____ Dated _____ for Online Computer Based Examination for various clients of EdCIL, I/We hereby declare that presently our Company/Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 4

DETAILS OF SIMILAR WORKS EXECUTED

S No	Name of Work / Project & Location	Owner of sponsoring organization	Brief description on the progress	Cost of Work (in crores)	No. of applicants who took the examinations	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration pending in progress with details	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Annexure 5

SIMILAR WORKS/PROJECT UNDER EXECUTION OR AWARDED

S No	Name of Work / Project & Location	Owner of sponsoring organization	Brief description on the progress	Cost of Work (in crores)	Date of commencement as per contract	No. of applicants who took the examinations	Stipulated date of completion	Upto date percentage progress work	Slow progress if any, and reasons thereof	Name, Designation and Address / telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 6
Financial Bid

Name of the Bidder : _____

Address for Correspondence : _____

I/we hereby submit the consolidated financial proposal for Online Computer Based Examination System for EdCIL as per the Scope of work given in this Bid document within the time specified and in accordance with the terms and conditions. The consolidated Rates for:

Examination and post examination work

Complete work relating to conduct of online examination including generation of roll numbers, assignment of candidates to centres, confidential content preparation, test delivery, centre management by deputing atleast one Centre Head, IT Manager, Examination Centre Administrator, 2 Invigilators in each room, support staff, security for physical frisking of candidates and other arrangements like light, water etc. as per the requirement in each examination centre including all facilities like central server, main server, back-up server in each centre, LAN, Internet, Generator/power back up, installation of mobile jammers, CCTV at each centre, biometric identification through thumb impression, all types of data & information security, etc. for conducting the online exam in a secure, safe and smooth manner across the country.

The rate also includes work relating to processing and preparation of result and providing of merit lists for all categories, data base and various reports and any other activity related to examination work as per the detailed scope of work and terms & conditions mentioned in bid document. The bidder has referred detailed bid document before quoting the rates.

Rates (In Indian Rupees)

1) Per candidate cost

Candidates Strength Range	Description	Rate Per Candidate (in figure) (in INR)	Rate Per Candidate (in words) (in INR)
As per EdCIL's requirements, to be intimated from time to time	Rate per candidate to undertake the above work and also with reference to the detailed bid document		

2) **Consolidated cost for Content creation in multiple languages & test construction** - rate per question paper containing 100 - 120 questions - INR _____

Any increase in number of questions will be paid for on prorata basis

Pre-examination work (This item is optional - to be quoted for future reference but not to be taken for present evaluation purpose)

Designing, development, testing, installation and monitoring of software for receipt of online applications including hosting and certification of the software from the NIC authorized agencies, data storage, data compilation, main server, mirror server, bandwidth and other infrastructure required based on estimated number of candidates for each assignment. Generation of eligible and ineligible candidates with reasons of rejection and preparing a database and handing over the same to EdCIL. The bidder may refer the bid document for detailed work before quoting the rates. However, this price will not be taken into consideration while evaluating the financial bid.

Candidates Strength Range	Description	Rate Per Candidate (in figure) (in INR)	Rate Per Candidate (in words) (in INR)
As per EdCIL's requirements, to be intimated from time to time	Rate per candidate to undertake the above work		

Remarks:

1. The rate should not be provided as a percentage figure but in absolute Indian Rupees.
2. The rate quoted will be reasonable and valid for the 3 year initial period of contract from the date of opening of technical bid. The period can be extended for two more years as described in the bid document.

TDS will be deducted. Service Tax will be payable extra.

The bidder gives an undertaking with financial bid that to the best of their knowledge and belief:

- a. Tendered rates are at par with the prevailing market rates and not more than the price usually charged for secure code of same nature/class or description from any private purchaser either foreign or as well as Government purchaser.
- b. Services/Products/Goods supplied, will be of requisite specification and quality.

Note:

1. The rate quoted will be valid for the 3 year period of contract from the date of opening of technical bid. The period may be extended for two more years as indicated in the bid document.
2. No condition will be entertained and conditional tender will be liable to be rejected

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

PERFORMANCE GUARANTEE FORMAT

To: _____ (Name of Purchaser)

WHEREAS (Name of Service Provider) hereinafter called "the Service Provider" has undertaken , in pursuance of Contract (Notification of Award) No..... dated,..... 2015 to Conduct Computer Based Online Examinations hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a Nationalized bank for the sum specified therein as security for compliance with the Service Provider's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Service Provider's Guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Service Provider, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....2015.

Signature and Seal of Guarantors

.....
.....
.....

Date.....2015.

Address:.....
.....
.....

Note: *The Bank Guarantee to be issued by nationalized bank only and is to be submitted on a non-judicial stamp paper of Rs. 100/- (One Hundred only). The non-judicial stamp paper should be purchased in the name of issuing bankers. The Issuing bank must provide its Head Office/Regional office addresses of communication*

PROFORMA PRE CONTRACT INTEGRITY PACT

GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of 2015, between, on one hand, acting through Shri/Smt. _____, Designation, EdCIL (India) Limited (hereinafter called the “BUYER”/ “EdCIL” interchangeably, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

And

M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the EdCIL proposes to procure services towards conducting Computer Based Online Examination for its clients and BIDDER/Seller is willing to offer the said services and related items as referred to in the tender document No. EdCIL-IMS-SP-Test(79/2015)/01 dated 05.09.2015.

WHEREAS the BIDDER is a private company /public company / Government undertaking / partnership / registered expert agency, constituted in accordance with the relevant law in the matter and the EdCIL is a Public Sector Undertaking under Ministry of Human Resource Development performing its functions on behalf of the EdCIL (India) Limited.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the EdCIL to obtain the desired services as referred to in the tender documents No. EdCIL-IMS-SP-Test(79/2015)/01 dated 05.09.2015 at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the EdCIL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the EdCIL

- 1.1 The EdCIL undertakes that no official of the EdCIL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 All the officials of the EdCIL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the EdCIL with full and verifiable facts and the same is prima facie found to be correct by the EdCIL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the EdCIL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the EdCIL the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the EdCIL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3 Bidders shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the EdCIL that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the EdCIL or any of its functionaries, whether officially or unofficially to the award to the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such

individual, firm or company in respect of any such intercession, facilitation or recommendation, as the case may be for satisfactory performance of the proposed terms of Tender.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the EdCIL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the EdCIL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the EdCIL, or alternatively, if any relative of an officer of the EdCIL has financial interest / stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of Bid.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the EdCIL.

4. **PREVIOUS TRANSGRESSION**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject. BIDDER can be disqualified from the Bid process or the contract, if already awarded, can be terminated for such reason.

5. **EARNEST MONEY (SECURITY MONEY)**

- 5.1 While submitting Technical bid, the BIDDER shall deposit an amount of Rs. 20,00,000 as Earnest Money with the EdCIL through any of the following instruments:

- (i) Account Payee Bank Draft or a Pay Order in favour of EdCIL (India) Limited.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the EdCIL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the EdCIL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the Bid Document).
- 5.2 The instrument for Earnest Money / Security Deposit made shall be valid up to the specified period and the bidder shall be liable to keep the said instrument valid for such extended period as the case may be for satisfactory performance of the terms of Tender above referred till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the EdCIL, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining of Performance Bond in the corresponding Contract governing such agreement that the provisions of Sanctions for Violation shall be applicable for encashment of Performance Bank Guarantee deposited towards forfeiture of said amount in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing such sanction.
- 5.4 No interest shall be payable by the EdCIL to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6.0 **SANCTIONS FOR VIOLATIONS**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the EdCIL to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (Bank Guarantee) (after the contract is signed) shall stand forfeited either fully or partially, as decided by the EdCIL and the BUYER (EdCIL) shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the EdCIL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR as the case may be. If any outstanding payment is due to the BIDDER from the EdCIL in connection with any other contract for any other stores or on any account whatsoever and by

whatsoever name called, such outstanding payment could also be utilized to recover the aforesaid sum and interest thereto.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the EdCIL, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the EdCIL resulting from such cancellation/rescission and the EdCIL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the EdCIL.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the EdCIL with the BIDDER, the same shall not be opened.
 - (x) Forfeiture by way of encashment of Performance Bond in case of a decision by the EdCIL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The EdCIL will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of any offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the EdCIL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, an Independent Monitor(s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.

7. FALL CLAUSE

- 7.1 The bidder undertakes that he has not quoted lower rate for item rate offered in the present rate prevalent on that particular date in respect of any other Ministry/Govt./PSU. In case the same is found the difference amount to be recovered by EdCIL from the bidder.

8. INDEPENDENT MONITORS

- 8.1 An Independent monitor (s) shall be appointed by EdCIL, in case of breach of the provisions of the pact.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project / procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a *violation* of this Pact, he will so inform the Authority designated by the EdCIL.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation of the EdCIL including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-bidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-bidder(s) with confidentiality.
- 8.7 The EdCIL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the EdCIL / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the EdCIL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the EdCIL.

11. **OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **VALIDITY**

12.1 The validity of this Integrity Pact shall be governed by the terms of the Tender _____ towards complete execution of the contract to the satisfaction of both the EdCIL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract awarding the tender with successful bidder.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

EdCIL (India) Limited
Name of the Officer
Designation

BIDDER
CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

Witness

1. _____

2. _____

(The Pre Contract Integrity Pact shall be modified based in line with the conditions of the Bid Documents).

Contract No:

Date:

FORM OF CONTRACT/ AGREEMENT

This contract (hereinafter called the “Contract”) is made on _____ day of [_____], [2015], between EdCIL (India) Limited, EdCIL House, Plot-18A, Sector-16A, Noida-201301 (hereinafter called the “First Party”) and, M/s -----[Name of the Service Provider for conduct of computer based online examination] (hereinafter called the “Second Party”).

WHEREAS

The M/s -----, having claimed before the “First Party” that they have the required professional skills, personnels and technical resources and who has offered to provide the services as per the requirement of the “First Party” in response to the Bid No. _____ issued by the “First Party”.

The “First Party” has accepted the offer of the M/s ----- to provide the said services and materials on the stipulated terms and conditions in this Contract/Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract.

a)	Bid document including scope of work and all terms and conditions	
b)	Addenda, if any	
c)	Performance Security	As per Annexure- 7 of the Bid Document
d)	Non Disclosure Agreement (NDA) & Confidentiality Agreement	Annexure - A
e)	List of officials for conduct of online examinations associated with the project	Annexure -B

2. The mutual rights and obligations of the “First Party” and the Service Provider for conduct of computer based online examination shall be as set forth in the Contract, in particular:

M/s ----- shall carry out and complete the Services in accordance with the provisions of the Contract; and

The First Party shall make payments to the Service Provider in accordance with provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

In presence of

Signed by-----

For and on behalf of the
EdCIL India Ltd.

(Witnesses) [Authorized Representative]

(i)

(ii)

In presence of

For and on behalf of (name of Service Provider for conduct of computer based online examination)

(Witnesses) [Authorized Representative]

(i)

(ii)

ON NON-JUDICIAL STAMP PAPER OF Rs. 100/-

NON DISCLOSURE AGREEMENT (NDA) & CONFIDENTIALITY AGREEMENT

M/s. _____ (Name and address of the Service provider) hereby agrees that in case of any disclosure of **Computer based online examination related activities** attributed on the part of Agency/Firm M/s. _____ or his officials/executors/privies and others related to the **Computer based online examination related activities** attributed on the part of Agency/Firm M/s. _____, shall render him (firm/agency) M/s. _____ to a penalty for all consequences including liquidated damages as stipulated in the Bid Document, along with all the expenses in future litigation against EdCIL by all concerned and the firm/agency M/s. _____ or his officials/executors/privies and others related to the firm/agency shall be bound by the result of litigation or award of Arbitration Tribunal if the same goes against the EdCIL and in favour of the Principal who assigns the task to EdCIL. The EdCIL reserves right to initiate any civil or criminal proceeding against the firm/agency M/s. _____ in case of failure in performance or breach of secrecy.

EdCIL on its part also agrees for non-disclosure of the rates of the agency M/s. _____ to its client during the currency of the agreement.

Date:

Place:

(Authorised Signatory): _____
Name of Authorised Signatory: _____
Name of the Firm: **M/s.** _____
Address of the Firm: _____

Phone : _____

LIST OF OFFICIALS OF AGENCY ASSOCIATED WITH THE PROJECT

Sr. No.	Name	Designation	Qualification	Total experience in years in the present field	Description of functions

(Authorised Signatory): _____

Name of Authorised Signatory: _____

Name of the Firm: **M/s.** _____

Address of the Firm: _____

Phone : _____

Annexure - 10
Compliance Sheet

Sr. No.	Requirements / Compliance	Yes / No.
1)	Bid submitted in two envelope (i.e. technical & financial)	
2)	Cost of bid document through D.D. enclosed	
3)	EMD for Rs. 20,00,000 enclosed through DD	
4)	Sole proprietor, individual Company/ Firm/ Society registered under Indian Company Act, 1956/ The Partnership Act 1932/ Society Registration Act, 1860	
5)	Debarred and / or blacklisted for the last five years.	
6)	Minimum 30,000 candidates in a single shift PAN India for Government Departments / Autonomous Bodies / PSU during last three years and the current financial year	
7)	Turnover as a whole atleast Rs. 200 crores during last three financial years	
8)	Should not have incurred losses in last 3 years	
9)	Copyright of source code	
10)	ISO 27001 certification	
11)	CMMI level 3 & above	
12)	Copies of Work Orders and reference enclosed	
13)	50000 candidates appeared in one shift in single examination in India	
14)	Certificate of incorporation/registration/ trust deed - enclosed	
15)	Copy of the certified and audited Profit & Loss Account and Balance Sheets of last 3 years - enclosed	
16)	Bidding firm is not an consortium of companies / firm	
17)	Having 2 data centers at different seismic zones	
18)	Tier 3 DC Cert-in certified infrastructure	
19)	PAN No.	
20)	VAT/ Sales Tax Registration Certificate along with sales tax clearance certificate for last year	
21)	Service Tax Registration certificate	
22)	Group turnover more than 100 crores for each year during last three years	
23)	Turnover from the services related to Online / computer based examination / online recruitment exams more than Rs. 50 crores for each year during last three years	
24)	Conducted online/ Computer based exams for more than 60,000 candidates and above in single shift	
25)	Minimum 250 employees involved in conducting computer based online examination	
26)	Experience (number of online/Computer based examinations) of the bidder in conducting Online examination in last 3 year with single shift more than 50 cities	
27)	Conduct of more than five examinations with candidate capacity of minimum 30,000 in last 3 years	
28)	Conducted online/ Computer based exams for more than 2,00,000 and above in single shift	

