Request for Proposal (RFP) & Financial Bid to facilitate Computer Based Examination being conducted by National Institute of Electronics and Information Technology (NIELIT) for various stake-holders	

[Reference No. <u>16(4)99/I-32/NIELIT</u> Dated: 3rd March, 2014]

Place for opening of the bid	Conference Room National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
Last Date & Time of Submission of Bid	Thursday 3rd April, 2014 1200 Hrs
Date & Time of Opening of Technical Bid	Thursday 3rd April, 2014 1500 Hrs

Cost of Request for Proposal (RFP) Document: Rs. 5000/- Only (Rupees Five Thousand Only)

Name of the Bidding Company/ Firm:	
Contact Person(Authorized Bid Signatory):	
Correspondence Address:	
Mobile No Telephone Fax	
Website	
Official E-mail Address	

Disclaimer

This RFP is not an offer by NIELIT, but an invitation to receive offer from vendors. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officer of NIELIT with the vendor.

Reference Table of Contents as per GFR

Chapter 1

Introduction to NIELIT

Introduction

NIELIT (erstwhile DOEACC Society) is an Autonomous Scientific Society under the administrative control of Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology, Govt. of India. It was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communication Technologies (IECT).

The Society, has its presence at 29 locations i.e. at Agartala, Aizawl, Ajmer, Aurangabad, Calicut, Chandigarh with branch office at Shimla, Chennai, Delhi, Gangtok, Gorakhpur with branch office at Lucknow, Guwahati / Tezpur, Imphal, Itanagar, Kohima / Chuchuyimlang, Kolkata, Churachandpur (Manipur), Lunglei (Mizoram), Patna, Shillong and Srinagar/Jammu/Leh with its Headquarters at New Delhi.

The Society is engaged in carrying out Education & Training Programs - both in the Formal & Non- Formal sectors in the area of IECT. Its mandate includes development of Industry oriented quality education and training programs in the state–of-the-art areas, to establish standards and to be the country's premier institution for Examination and Certification in the field of IECT. It is also a National Examination Body, which accredits institutes/organizations for conducting courses in the non-formal sector Education in the field of IT and related areas.

NIELIT Centres are conducting long-term courses at Postgraduate level (M.Tech) in Electronics Design & Technology, Embedded Systems etc. which are not normally offered by Universities/Institutions in the formal sector. Other long term courses conducted by the Centers are Diploma Level courses in Electronics Production & Maintenance, Electronic Engineering, Computer Science & Engineering, Masters in Computer Application, and Bachelor in Computer Applications etc., which are affiliated to respective State Universities/Technical Boards.

As for non-formal Sector, NIELIT Centres are conducting various long term courses viz. NIELIT 'O', 'A', 'B' & 'C' level Courses, Computer Hardware & Maintenance O/A Level and O/A/B level courses in Bio-informatics, Entrepreneurship development, etc. depending upon the demand in respective region. NIELIT also offers Course on Computer Concepts (CCC), Basic Computer Course (BCC), Awareness Computer Course (ACC), which are basically IT Literacy Level Courses for anybody and everybody.

NIELIT Centres are also imparting training in Short Term Courses in the areas of Information Technology, Electronics Design & Technology, Manufacturing Technology, Maintenance Engineering, ITES-BPO etc. Besides the training activities, NIELIT Centres are offering consultancy services and undertaking software development projects in addition to Govt. sponsored projects in the area of Education & Training, R & D, etc.

Vision

To be the leader in development of industry oriented quality education and training in the state of the art areas, establish standards and be the country's premier institution for examination and certification in the field of Information, Electronics and Communications Technology (IECT).

Objective

The main objectives of NIELIT are

- To generate quality manpower and develop skilled professionals in the area of Information, Electronics & Communications Technology (IECT) and allied fields, by providing world class education & training and accreditation services.
- To provide continuing support to learners and trainers through active design & development of innovative curricula and content aligned with the dynamically changing IECT scenario as and when required.
- To establish a globally recognized quality system of examination and certification and provide a fair assessment of the competency of students.
- To continue to implement various NIELIT Schemes in the Non- Formal Sector in the IECT area.
- To establish standards in the area of IECT and to develop market oriented courses in the emerging areas as per the need.
- To impart continuing education for up-gradation of knowledge and skills of Industry professionals & academicians considering high obsolescence in the area of IECT.
- To provide entrepreneurship development program in the area of IECT.
- To develop and promote the culture of market to encourage and nurture industry oriented design and development.
- To provide Consultancy and Services to Government and non-Government Organizations in IECT

Activities of NIELIT (HQ) and its Centres

Core activities of the Society - Education & Training in the area of Information, Electronics and Communication Technology (IECT) are different from other educational programs of similar nature, in scope and quality, in the following aspects:
- Flexible programs with consistent and timely updating of Course Curricula to conform to industry needs, so that the students graduating from the Society should not only find employment but also be sought after by the Industry.
- Industry participation in the formulation and running of programs, particularly for imparting hands-on-experience.
- Latest Technology is used in all operations of the Society.
- Regular feedback from customers i.e. students and Industry.

The above IT Education & Training Programs are categorized as follows:
- IT Education & Training for fresh students;
- Continuing Education (Refresher training/up-gradation) for working professionals through Short-Term/Long-Term Courses;
- Training of Trainers at various levels; and
- New courses in emerging areas of IECT

The Society is also engaged in Data Processing, Software Development and Consultancy projects in addition to Education & Training Programs.

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 (later defined as RFP) 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
CMAP	Content Management and Approval Policy
CMC	Contract Monitoring Committee.
CMS	Content Management System
Contract	"The Contract" means a legally enforceable agreement entered into between NIELIT and the selected bidder(s) with mutual obligations.
Day	"Day" means a working day as per Government Of India (GoI).
DeitY	Department of Electronics & Information Technology, Government of India (GoI).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit.
GIGW	Guidelines to Indian Government Website
GoI	Government of India.
Goods	"Goods" means a tangible physical product that can be contrasted with a service which is intangible i.e. all the products which the bidder is required to supply to Purchaser under the Contract.
LoI	Letter of Intent
NIELIT	National Institute of Electronics and Information Technology.
NIT	Notice Inviting Tender.
PC	Procurement Committee
Project Site	"The Project Site", wherever applicable, means the designated place or places.
PSD	Performance Security Deposit (also called as SD/Bank Guarantee), for details see below
Purchaser/ Tendering Authority	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. NIELIT in this RFP document.
Request for Proposal (RFP)	Request for Proposal (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 (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 NIELIT 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
SSP	Software Service Provider
STQC	Standardization Testing and Quality Certification
URS	User Requirement Specification

Chapter-3

Invitation for Request for Proposal (RFP)

Ref. No 16(4)99/I-32/NIELIT   **Dated: 3rd March, 2014**

NIELIT invites Request for Proposal (RFP) from the eligible bidders for Computer Based Examination. The mandate is to evaluate candidates Pan India using Computer Based Online Networked Examination System for various stakeholders. The schedule of dates is as follows:

S.No	Nature of the project	Computer Based Evaluation
1.	Cost of Request for Proposal (RFP) Document (non-refundable)	₹5,000/-
1.	Estimated cost of work for Option 1	₹ 1,80,00,000/-
1.	Estimated cost of work per year for Option 2	₹ 2,20,00,000/-
2.	Estimated cost of work per year for Option 3	₹ 16,00,00,000/-
3.	Earnest Money Deposit (EMD) Option 1	₹ 4,50,000/-
4.	Earnest Money Deposit (EMD) Option 2	₹ 5,50,000/-
5.	Earnest Money Deposit (EMD) Option 3	₹ 40,00,000/-
6.	Publishing Date	3rd March, 2014
7.	Document Download Start Date & Time	3rd March, 2014 1500 Hrs
8.	Pre-Bid Conference	Tuesday 18th March, 2014 1100 Hrs
9.	Bid Submission Start Date & Time	Wednesday 19th March, 2014 1000 Hrs
10.	Document Download End Date & Time	Wednesday 2nd April, 2014 2400 Hrs
11.	Bid Submission End Date & Time	Thursday 3rd April, 2014 1200 Hrs
12.	Request for Proposal (RFP) Opening Date & Time	Thursday 3rd April, 2014 1500 Hrs
13.	Date & Time of Technical Presentation	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.nielit.gov.in http://eprocurement.gov.in http://www.deity.gov.in
16.	Request for Proposal (RFP) and Financial Bid Validity	180 Days from the date of bid submission

This Request for Proposal (RFP) establishes the fundamental requirements for Computer Based Examination to Conduct and Process various Examinations of the different stakeholders including NIELIT, for entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of NIELIT.

Queries related to bid may be sent to following e-mail latest by Monday 17th March, 2014 1400 Hrs at tender@nielit.gov. in

Managing Director NIELIT

Chapter 4

General Information to Bidders regarding procedure for submission of Request for Proposal (RFP)

1. The RFP document has to be downloaded from web site (www.nielit.gov.in or www.deity.gov.in or www.eprocure.gov.in) and be submitted along with **document fee of Rs. 5,000/- (non refundable)** in form of demand draft in favour of NIELIT payable at New Delhi along with Technical Bid. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted.

2. Interested applicants are advised to study the document carefully. Submission of Application 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 NIELIT 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 though consortium is not allowed.

7. The Managing Director, NIELIT reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Managing Director, NIELIT shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for three years extendable up to five years at the discretion of competent authority.

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.4,50,000/- (Rupees Four Lakhs Fifty thousand only) for Option 1, Rs.5,50,000/- (Rupees Five Lakhs Fifty Thousand only) for Option 2 and of Rs.40,00,000/- (Rupees Fourty Lakhs only) for Option 3 in form of Demand Draft drawn in favour of NIELIT and payable at New Delhi, 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 to NIELIT before release of his EMD.
   d) Earnest money will be returned to unsuccessful bidders without interest within 90 days after award of contract or setting aside the tender, as the case may be.
   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**

   NIELIT 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 NIELIT whatsoever for their deviations in conforming to the terms and conditions, payment schedules, timeframe for implementation etc. as mentioned in Request for Proposal (RFP) document.

12. **Adherence to Schedule**

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

13. **Separate the Scope of Options**

   NIELIT reserves the right to separate the scope of options and may choose multiple/different vendors for different options.

14. **Presentation before Technical Committee**

   The Bidders will be required to make presentation on technical and operational aspect including the demonstration of the module and technology assigned to the bidder.

15. Submission of Bid

The Vender shall submit their Bids in two parts

(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 Tender 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 Request for Proposal (RFP) should be submitted as mentioned in this clause only of the tender 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.

All information called for in the enclosed Annexure 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 Thursday 3rd April, 2014 on 1200 Hrs with an acknowledgement due.

16. Bid Response Format

The bidder shall effectively communicate the solution and shall cover all the requirements as given in the Request for Proposal (RFP). 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 Examination".

- The financial Bid shall be placed in separate lacquer sealed envelope clearly marking it as "Financial Bid for Computer Based 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 "Request for Proposal (RFP) to conduct Computer Based Examination"

17. 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.

18. Right to Termination/Cancellation

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

19. 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 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 RFP document.

20. Enclosures of Request for Proposal (RFP)/BID

The documents to be enclosed with the Technical and Financial Bid shall be as per the checklist.

21. Address for Submission of Request for Proposal (RFP)/BID

Request for Proposal (RFP)/Bid complete in all respect shall be addressed to:

> The Managing Director,
> National Institute of Electronics and Information Technology (NIELIT),
> Electronics Niketan Building,
> 6, CGO Complex,
> Lodhi Road, New Delhi - 110 003, 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, NIELIT will assume no responsibility for the Bid's misplacement or premature opening.

22. Late Bids

Any Bid received by NIELIT after the deadline for submission of Bids prescribed in this document, will be summarily rejected and returned unopened to the Bidder. NIELIT 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.

23. Opening of Request for Proposal (RFP)

NIELIT will open Request for Proposal (RFP) as per schedule. The bidder may depute their authorised 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 Request for Proposal (RFP) would be opened as per schedule. In the event of the specified date of Request for Proposal (RFP) opening/presentation being declared a holiday for NIELIT, the Request for Proposal (RFP)s shall be opened at the appointed time and location on the next working day.

24. Announcement of Request for Proposal (RFP)

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 Request for Proposal (RFP)s. No Request for Proposal (RFP) shall be rejected at the time of Request for Proposal (RFP) opening except for late submissions.

25. Clarification of Bids

To assist in the examination, evaluations and comparison of bids, NIELIT may, at its sole discretion, ask the Bidder for clarification on the Request for Proposal (RFP) 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 authorised representative. If the response to the clarification is not received before the expiry of deadline prescribed in the request, the Request for Proposal (RFP) shall be rejected. No representation in this regard would be entertained after rejection of the Request for Proposal (RFP).

26. Completeness of Bids

NIELIT will examine the Bids to determine whether they are complete, whether they meet all the conditions of the Tender 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 Bid Documents are substantially responsive to the requirements of the Tender Document. Information must be furnished in comprehensive manner against each column of Bid Document.

27. 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 are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered 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.

28. Rejection of Bid

The Bid shall be submitted duly filled by downloading RFP 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 company 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 honoured contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NIELIT 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 NIELIT and will not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or any reservation by the Bidder.

Even though bidder may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.

29. Validity of Bid

Bids shall be valid for acceptance for a period of at least 180 (One Hundred and Eighty) days from the last date of submission of bid. The Bid with lesser validity period is liable to be rejected. However, subject to the validity period of bid being extended further, if required, by mutual agreement from time to time.

30. Opening of Financial Bids

Financial Bids will be opened and compared after the technical evaluation of Request for Proposal (RFP). 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 NIELIT during opening of financial Bid.

The date, time and venue of opening of financial bid of the technically shortlisted bidders will be intimated by displaying the same on the website of NIELIT http://www.nielit.gov.in only.

31. 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) In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.

(c) Services/Products/Goods supplied, will be of requisite specification and quality.

32. Pre-Bid Conference Enquiries and Clarifications:

Venue and Time for Pre-Bid Conference will be displayed on NIELIT website http://www.nielit.gov.in a day before the schedule of Pre-Bid Conference. In respect of clarifications sought, the following shall apply:

1. NIELIT reserves the right not to consider any condition that is found unacceptable.
2. If in NIELIT opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by NIELIT and the accepted conditions will be incorporated.

If NIELIT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, it may issue supplements to this RFP. 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 by putting up on NIELIT Website (http://www.nielit.gov.in). Any such supplement shall be deemed to be incorporated by this reference into this RFP.

In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, NIELIT, at its discretion, may extend the deadline for the submission of bids, and the extended date will be displayed on the website http://www.nielit.gov.in.

Designated Contact person is:

Dr. Sanjeev Gupta, Joint Director (Technical)
National Institute of Electronics and Information Technology,
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India
Ph No: +91 11 24363330, 24363733
Email: tender@nielit.gov.in

Chapter - 5

Terms of Reference

5.1   Objective

NIELIT proposes to identify Bidder(s) for providing end to end computer based evaluation solution for conducting online examinations for its various courses as well as recruitment and competitive examinations for itself and other organisations with following options:

a. **Option-1: Software Design, Development, Deployment and Maintenance**

   a.1.   The selected bidder will have the sole responsibility to design, develop, implement and maintain, software and online services, for all activities related to the entire examination process and deploy the same at National Data Centre or any other Data Centre as per Cert-In and Government of India Guidelines issued from time to time.

   a.2.   In addition to above the selected bidder will deploy technically qualified experienced adequate manpower to manage the entire command centre of NIELIT along with necessary hardware and software.

b   **Option-2**: **Infrastructure Services and Support**

   b.1   The selected bidder would conduct the entire examination process using NIELIT decided 3rd Party software under supervision of NIELIT.

   b.2   The selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire examination process at each exam centre. There should be at-least one technical person directly from the Bidder Organisation managing LAN (server) and one person as Center In-charge at the Examination centre.

   b.3   The selected bidder has to identify the examination centres (as per SOP of the Examination) at the locations decided by NIELIT.

   b.4   The selected bidder will obtain connectivity and provide Examination centres across the country and manage them. Bidder will be responsible for establishing Examination Centres in all locations with necessary IT Infrastructure and Manpower e.g., computer hardware/software, Firewall, Anti Virus Software for conduct of the Computer Based Evaluation. (Cyber Café will not be accepted), Examination Superintendents, Proctorial Staff, IT Support staff, Invigilators, Peons, Security etc.

c   **Option-3**: **End-to-End Solution**

   c.1   The selected bidder would conduct the entire examination process on a turn-key basis under supervision of NIELIT.

   c.2   The selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire examination process at each exam centre. There should be at-least one technical person directly from the Bidder Organisation managing LAN (server) and one person as Center In-charge at the Examination centre.

c.3   The selected bidder has to identify the examination centres (as per SOP of the Examination) at the locations decided by NIELIT.

c.4   The selected bidder will obtain connectivity and provide Examination centres across the country and manage them. Bidder will be responsible for establishing Examination Centres in all locations with necessary IT Infrastructure and Manpower e.g., computer hardware/software, Firewall, Anti Virus Software for conduct of the Computer Based Evaluation. (Cyber Café will not be accepted), Examination Superintendents, Proctorial Staff, IT Support staff, Invigilators, Peons, Security etc.

The selected bidders applying for Option 3 should be capable of addressing to both the Options 2 and Option 3 and so should submit financial bidding on both the Options.

If Required, NIELIT may award different Options to different bidders.

Bidder has to strictly follow the Cert-In and Government of India Guidelines issued from time to time for government websites/applications for conducting the Computer Based Examination along with the best practices in the industry.

5.2   Brief Scope of Work

5.2.1 NIELIT intends to invite proposal for end to end computer based evaluation capable of conducting multiple examinations/cycle of examinations at the same time. The broad scope of work awarded would include:

For Option 1:

- The selected bidder will have the sole responsibility to design, develop and implement online services for all activities related to the entire examination process including:

    1. **Examination Creation/Examination Calendar Module**: This module would create and display the examination schedule on the website.

    2. **Call Center/FAQ/Query Handling Module**: To help the students and other concerned, this module will help provide information and at the same time it will publish the common queries in FAQ.

    3. **Command Center Module**: This module will help integrate the information across all the centers as well as keep the control over events and provide the online monitoring facility and also administrative control.

    4. **Controller of Examination Module**: This module will help controller of Examination to remain updated with all the information and would control access permissions.

    5. **Head Office Module**: This module will provide the online monitoring facility and also administrative control over Regional Centers.

    6. **Regional Center Module**: This module will provide the online monitoring facility and also administrative control over Nodal Centers.

    7. **Nodal Center Module**: This module will provide the online monitoring facility and also administrative control over Examination Centers.

    8. **Examination Center Module**: This module will provide Identification of resources to administrative control in the centre.

9. **Exam Center Management Module**: This module will check the status of all the regular and exam specific resources.

10. **Question Bank Module**: The question bank would be a well classified and structured data set. This module would update, maintain, append, modify and archive the question bank. This module would have a provision for translation of the question bank in more than two languages too.

11. **Online Registrations Module**: This module will be required for online registration of candidates with their statistical, biometric and authentication information.

12. **Eligibility Checking Module**: Based on the information provided by the candidate, this module would determine the eligibility of the candidates.

13. **Online Payments Module**: This module would be required for determination of fees, fines, penalties and other deposits, and also provide gateway to the designated banks.

14. **Honorarium/Payment Module**: This module would be used to draw and disburse amounts to staff and other human resources as well as to other agencies.

15. **Bank Reconciliation Module**: This module would verify the status of receipts, payments and accounts with the bank.

16. **Examination Centre Allocation & Scheduling Module**: This module would provide optimal solution to the candidates in centre allocation by providing choice/availability of centre.

17. **Online Admit Card Generation Module**: This module would provide the admission/access into the examination centre. List of candidates and Hall ticket etc would be generated by this module.

18. **Online Attendance Module**: This module would integrate with biometric devices and would provide online status of attendance at each centre.

19. **Mock Exam Module**: This module would facilitate candidates to practice for online examination process. This is imperative to state here that the questions in mock exam would not be a part of the evaluation question bank.

20. **Computer Based Examination Module**: This module is the most important from the point of view of versatility, vulnerability and threat to security. Thus it is suggested that all bidders should prepare this module and explain functionality of their module integrating it with a pseudo system. A sample view of the on-screen question paper is provided here.

21. **Evaluation Module**: The evaluation module will match the responses of the candidates with the available solutions and would award the marks to individual candidates.

22. **Result Generation and Verification Module**: This module would integrate all the awards of marks and would prepare reports in the form of result. Also, it will verify that the evaluation and result are proper or not.

23. **Certificate Generation and Verification Module**: This module would provide an online certificate to the candidate and would facilitate any other person to verify the credentials of a candidate from a previously declared result. The certificate generated online should be secure with various security features, like encrypted QR Code, Security Printing features etc and be emailed to candidates automatically.

24. **Feedback Module:** This module would help accept feedback from the candidates, staff, human resources and others in quantitative as well as in qualitative terms. It would be useful in improving and fine-tuning the system.

25. **MIS Module**: This module would help in providing adequate information to the information seeker, based on the level of the seeker. It would also keep statistics of the information sought, so that this module and other modules can be improved.

    & if needed, design, develop and implement additional modules.

For additional requirements in system or if major changes are required in the implemented software, the vendor will submit a proposal on man month basis for the same, which will be examined by the committee constituted by NIELIT. Onus of justifying the required man month and whether a change is a major change will lie with the vendor. The remuneration of the man-months would be equal to the matching provisions of NIC/NICSI for software development and related works. However, in the event of the provisions of NIC/NICSI are not available at that time, then provisions of some other government agency would be followed, as decided by NIELIT. The decision of the committee shall be final and binding on the vendor.

- The selected bidder will have to deploy technically qualified, experienced, adequate manpower (two persons) to
  - o manage the entire examination process
  - o and maintain/debug upgrade the software
  - o Update/manage and archive the data and question bank.

At NIELIT command centre to be created by the bidder at NIELIT HQ Premises.

For Option 2 and 3:

- To conduct Computer Based Evaluation in a smooth and fair manner at a short notice period (Typically One Week).
- NIELIT will provide the Schedule of Examination along with the List of places where Examination is to be conducted.
- Covers all offices existing as well as extends to NIELIT Centres that may be set up subsequent to award of contract.
- Help desk setup of 5 seats minimum at premium location (Background Noise Free) to provide 24 X 7 support during the period of contract.
- Exam Center should be easily approachable, reputed and well known in the locality for easy approach of the candidates.
- The examination centres locations will be conveyed to the selected bidder for Option 2, where as the examination centres will be identified by the selected bidder for Option 3.
- The Selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire examination process at each exam centre as per SOP of the Examination. There should be at-least one technical person directly from the Bidder Organisation managing LAN (server) and one person as Center In-charge/ Examination Superintendent at the Examination centre.
- The selected bidder will ensure connectivity in all Examination centres across the country. Bidder will be responsible for establishing/managing Examination Centres in all locations with necessary IT Infrastructure and Manpower e.g., computer hardware/software, Firewall, Anti Virus Software for conduct of the

Computer Based Evaluation. (Cyber Café will not be accepted as Examination Center), Examination Superintendents, Proctor Staff, IT Support staff , Invigilators, Peons, Security Guards, etc

- The selected bidder will provide managed services for the modules in Option1 and provide end-to-end examination process
  - o In Option 2 on the software decided by NIELIT
  - o In Option 3 on the bidders s/w approved by NIELIT.
- To address the security issues- Providing security softwares' and securing the network systems to establish a highly secured and sanitized system for the entire process.
- To authenticate, evaluate the answer responses of the candidates and generate results/certificates and progress reports.
- To provide the database, results and reports as per the requirement of NIELIT.
- To provide necessary data for post examination analysis (including the time taken by candidates in each question, biometric and image/video data obtained from the exam centers).
- The complete project will be executed under the close supervision of NIELIT. NIELIT will exercise full control over the activities awarded to the Bidder and the Bidder will have to ensure the adherence of the time schedule as well as meeting the hardware and technical requirements for the implementation, commissioning & successful conduct of computer based Examination.

Additionally for Option 3

- The change/enhancement/amendment/up-gradation of the software and the system as per the requirement and operational ease has to be ensured by the selected Bidder in Option 3, which include software solution also.
- In short, In Option 3, along with all the conditions mentioned above, the Computer Based Evaluation is to be conducted by the Bidder on a turn-key basis. The bidder is required to ensure requisite infrastructure, software, managing large Bilingual Question Bank with absolute secrecy, Bilingual Question Paper Software and Security Software for the smooth conduct of the examination.

5.3 **Schedule for completion of tasks**

5.3.1 Timelines

- o Option 1 – Online Examination System Study, Development, Maintenance & Deployment – *Within 9 months of award of contract.*

- o Option 2 – Infrastructure Services and Support – *Within 2 months of award of contract.*

- o Option 3 – End to End Services and Support – *Within 2 months of award of contract.*

5.4 **The support or inputs to be provided by NIELIT to facilitate the consultancy**

5.4.1 Responsibilities of NIELIT

To provide the inputs as and when required necessary to execute the project.

Representative structure of the database of a module:

Question Bank Attributes

S. No.	Data Label	Description	Type	Fixed/ Variable	Time stamp
1	(Primary key)	Question number in the main question bank	Numeric	Fixed	
2		Subject as per the curricula	text	Fixed	
3		Chapter as per the curricula	text	Fixed	
4		topic as per the curricula topic	text	Fixed	
5		Question text	text	Fixed	
6		The correct Answer	text	Fixed	
7		The wrong Answer No. 1	text	Fixed	
8		The wrong Answer No. 2	text	Fixed	
9		The wrong Answer No. 3	text	Fixed	
10		Cognition Level	Numeric	Fixed	
11		Difficulty level	Numeric	Fixed	
12		Average Time taken (in Sec) by candidates in previous instances	Numeric	Fixed	
13		Correct Answer by candidates in previous instances per attempt	Numeric	Fixed	
14		Number of candidates attempted this question in previous exam instances	Numeric	Fixed	
15		If the question is selected for this instance	binary	Variable	
16		Offset by which questions in different groups would differ in the order of appearance	Numeric	Variable	
17		Answers (correct and wrong) shuffled?	binary	Variable	
18		The number of seconds, question remained on screen	Numeric	capture	
19		The answer given by the candidate	Numeric	capture	
20		Based on the logic of correct and wrong answer	Numeric	capture	
21		No. of attemptees in this examination instance	Numeric	capture	
22		No. of attemptees in this examination instance	Numeric	capture	
23		Average Time taken (in Sec) by candidates in this examination instance	Numeric	capture	
24		Hindi Text of the Question	text	Fixed	
25		Hindi Text of the correct answer	text	Fixed	
26		Hindi Text of the wrong answer No. 1	text	Fixed	
27		Hindi Text of the wrong answer No. 2	text	Fixed	
28		Hindi Text of the wrong answer No. 3	text	Fixed	

This list is neither exhaustive nor fixed. Suitable modifications and additions may be made for optimum results and better execution of the work. The question bank module would be discussed in the presentation, so the presenter should come prepared for a functional demo of question bank and how the question would be displayed before the candidate. It is expected that question bank should support all the type of questions including but not restricted to MCQ with One or More Options, Match the following, True/False, Fill in the blanks, etc.

A representative (rotated) view of the "20. Computer Based Examination Module" to be developed by bidder so as to be presented before NIELIT as a functional demo.

रा.इ.सू.प्रौ.सं. NIELIT

Browser and O/S commands/buttons disbled/inactive

Dear students, welcome to the Computer Based Evaluation

You will receive one question at a time. Read it carefully and answer it. You may navigate back and forth. You may alter your answer and when you press "submit", all your answers would be submitted for evaluation.

Instructions निर्देश, दो भाषाओं में, अंग्रेजी अनिवार्य, अन्य भाषा वैकल्पिक

Question, related graphics/media & alternatives

31. यह कौनसा देश है?
Which is this country?
See in the figure and select any one choice (चित्र देख कर एक विकल्प चुनें)

○ America अमेरिका
◉ India भारत
○ Srilanka श्रीलंका
○ Australia आस्ट्रेलिया

The questions you had skipped are being shown in RED and the answered questions are in GREEN. You can return "Back" to any question by "Back" key or by clicking on question number.

⬆ Back   31   Next ⬇

1,2,3,4,5,6,7,8,9,10,
11,12,13,14,15,16,17,18,19,20,
21,22,23,24,25,26,27,28,29,30,
Attempted/Unattempted questions and navigation buttons

Time Information

100 Questions in 90 Minutes
45 Min Remaining

Chapter – 6

ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

1. **Legal Requirements/ Compliance**

   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 should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation

   C. 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.

   D. Bidder should provide an attested & valid copy of all the above-mentioned certificates along with the Technical bid.

   E. The Bidder should be in operation anywhere in India for at least Three Years as on 31 Mar-2013.

   F. The bidder will disclose all the information related to disputes/legal-cases/punishments/ penalties/sanctions/judgements and all related information related to the bidder and its employees responsible for executing the Scope of Work.

   G. In case, any information, misrepresented or undisclosed (deliberately or otherwise) and at any stage, sooner or later, found to be in contravention to provisions of this Chapter - 6 "**ELIGIBILITY AND PRE-QUALIFICATION CRITERIA**" would lead to cancellation of contract as well as legal action against the bidder.

2. **Technical Requirements/ Compliance**

   A. Certification Requirement:
   I. For Option 1: The Bidder should be an ISO-27001/ISO 9001 certified company and SEI CMMi Level 3 certification or Higher for the Software and services. Copies of the valid certification to be submitted.
   II. For Option 2: The Bidder should be an ISO-27001/ISO 9001 certified company for the Software and services. Copies of the valid certification to be submitted.
   III. For Option 3: The Bidder should be an ISO-27001 and ISO 9001 certified company and SEI CMMi Level 3 certification or Higher for the Software and services. Copies of the valid certification to be submitted.

B.   The bidder shall provide a single point of contact with NIELIT and shall be solely responsible for the execution and delivery of the work.

C.   For Strength:
I.   For option 1:

The bidder should have successfully executed similar project(s). Must have developed software for two organisations with similar value and complexity. The documentary evidence in form of work/contract and client report must be enclosed.

II.   For Option 2 & 3:
The bidder should have successfully executed similar project(s) on all India basis, out of which at least one should be conduct of National Level Examination in more than 100 cities or more.

The bidder should have conducted Computer based Examination of at least 1,00,000 candidates in a single Exam Cycle. The documentary evidence in form of work/contract and client report must be enclosed.

The Bidder should have ready infrastructure of at least 50,000 computer nodes (Excluding 20% buffer) in 100 cities with validated nodes/computers. The agency should have conducted at least one examination in last one year in those cities. The agency should submit a proof of infrastructure.

Reference, information and certificates from the respective clients certifying technical, delivery & execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. NIELIT may also independently seek/verify information regarding the performance from clients.

Note: Similar nature of work means design/ development of computer based Examination for professional examination, application processing, Exam delivery, evaluation and result processing.

D.   For Option 3: The bidder should have its own developed software which can be customized as per the requirements of NIELIT.
I.   **Software Ownership**:
   a)   Organization should own the complete source code of the software being used for conducting the exam.
   b)   Organization should have all the necessary processes in place for entire Software Development Life Cycle (SDLC) of the software being used for conducting the exam
   c)   Organization should have all the necessary components of source code in place and if any change is required in any of the components of the software by NIELIT, in-house technical skill should be able to provide the solution in minimum possible time (normally two days for non-critical patch and 4 hours for critical patch). The major/minor changes in software requested by NIELIT must be met immediately.
   d)   Organization should have strong quality management and in-house quality assurance group.

E.   Manpower Strength:
The bidder should submit a list of the employees as on 1st Jan, 2014 involved in this work stating clearly category and the role of each employee.

For Option 1: The bidder should have on its payroll at least 50 Technical employees for the proper execution of the contract.

For Option 2: The bidder should have on its payroll at least 200 Technical and Administrative employees for the proper execution of the contract.

For Option 3: The bidder should have on its payroll at least 50 Technical and 200 Technical/Administrative employees for the proper execution of the contract.

F.   Ability to conduct exams:

For Option 2:

The Bidder should have successfully completed Online Computer based Examination, during last 3 years, at least two assignments of providing similar services to any 2 Government organization/ PSU's/UGC or AICTE approved Institutions in India where the value of each assignment should be equal or more than 5.00 Crs (INR). The completion certificate should be submitted along with payment transaction proof to the bidder from the client. The assignments from 2 different customers will only be considered.

<div align="center">OR</div>

The Bidder should have successfully completed Online Computer based Examination, during last 3 years, at least two assignments of providing similar services to any 2 Government organization/ PSU's/UGC or AICTE approved Institutions in India where the examination has been conducted in more than 100 cities in India in a single examination cycle for upwards of 1,00,000 candidates. The completion certificate should be submitted along with payment transaction proof to the bidder from the client.

For Option 3:

The Bidder should have successfully completed Online Computer based Examination, during last 3 years, at least two assignments of providing similar services to any 2 Government organization/ PSU's/UGC or AICTE approved Institutions in India where the value of each assignment should be equal or more than 5.00 Crs (INR). The completion certificate should be submitted along with payment transaction proof to the bidder from the client.. The assignments from 2 different customers will only be considered. Also, the Bidder should have successfully completed Online Computer based Examination, in more than 100 cities in India in a single examination cycle for upwards of 1,00,000 candidates with minimum conducted capacity of 25,000 candidates in a single shift. The completion certificate should be submitted along with payment transaction proof to the bidder from the client.

3. **Financial Requirements/ Compliance**:

    A.   The Bidder should deposit Earnest Money as per options for which bid is submitted along with the Request for Proposal (RFP) bid. The bid received without required Earnest Money Deposit will be rejected.

    B.   The Successful bidder should submit performance security @ 10% of the contract value in the form A/c payee demand draft/ pay orders/ Bank Guarantee/ FDR of any of the nationalized bank in favour of NIELIT, New Delhi within 15 days from the award of the contract. Which remains valid up to 180 days beyond the date of completion of all contractual obligation of the firm/company.

    C.   EMD shall be refunded to the successful bidder on receipt of performance security.

    D.   Annual Turn Over

      I.   For Option 1: The Bidder should have an average annual turnover of at least Rs. 9 Cr (Rupees Nine Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services/activities. Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate should be enclosed.

      II.   For Option 2: The Bidder should have an average annual turnover of at least Rs. 11 Cr (Rupees Eleven Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services. Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate should be enclosed.

      III.   For Option 3: The Bidder should have an average annual turnover of at least Rs. 80 Cr (Rupees Eighty Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services. Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate should be enclosed.

    E.   Bidder should have a positive net worth for twice the estimated work cost, i.e., Rs.3.6 Crores for option1, Rs.4.4 Crores for Option 2 and Rs.32 Crore for Option 3, during the last three financial years (2010-11, 2011-12, and 2012-13). The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.

4. **Other Requirements/ Compliance**

    A.   The Bidder should have a local support office at New Delhi. If the bidder, at the time of bidding, does not have a local support office at New Delhi then he should submit an undertaking on his letter-head regarding the timely establishment of same i.e. within 15 days from the date of work order, if awarded the work order/ contract.

    B.   NIELIT considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance

with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under NIELIT's Procurement Ethics. In pursuance of NIELIT's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, NIELIT will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if, including but not limited to:

I.   have controlling shareholders in common; or
II.   receive or have received any direct or indirect subsidy from any of them; or
III.   have the same representative for purposes of the Bid; or
IV.   have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering authority regarding this bidding process; or
V.   A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or

C.   Firm is not eligible to participate in this REQUEST FOR PROPOSAL (RFP) while under sanction by NIELIT, whether such sanction was directly imposed by NIELIT, or imposed by NIELIT pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a sanctioned or cross-debarred firm will be rejected. Similarly, at the time of bidding, the firms having blacklisted/ debarred in participating in any procurement activities by any State or Central Government in India are not allowed to bid. Undertaking to this effect shall be submitted by the bidder on his letterhead.

D.   Bidders shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the "Eligibility Criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request.

Chapter 7

DELIVERBALES FROM THE BIDDERS

The deliverable of the project is the successful conduct and processing for the various examinations in online mode (Computer Based Examination). The deliverables have been divided into two main categories as given below:

- o **Option 1 – Online Examination System Study, Development, Maintenance & Deployment – *Within 9 months of award of contract.***
- o **Option 2 and Option 3 – Services and Support – *Within 2 months of award of contract.***
  - ▪ **Pre-Examination Work**
  - ▪ **Conduct of Online Examination**
  - ▪ **Post-Examination Work**

7.1 Online Examination System Study, Development & Deployment

7.1.1 Design, Development and Implementation of a web based application:

NIELIT has envisaged following activities pertaining to Application Software that are required to be taken up by the Bidder to achieve the objectives:

i. **To conduct the User Requirement Study, System Requirement Study as per the Chapter 5 – "Terms of Reference" and to finalize the requirements in consultation with NIELIT.** System thus developed should be highly secure and reliable with highly customisable features so as to conduct the Online Examination in Completely Online, Semi-Online and Offline mode also.

ii. **Get the URS, SRS, SDD and SAD done and get it submitted (in softcopy and hardcopy) and approved from NIELIT. Based on the studies develop "Visual Prototype" and obtain approval from NIELIT, so as to ensure contractor has understood the requirement of NIELIT, Preparation and submission of SRS, SDD, etc in hardcopy and editable softcopy.**

iii. **Development of Web-based Examination System Software after getting approval of prototype software having features as per URS, SRS, SDD and SAD**:
   a) Storage of data at the central server located at NIC/NIELIT Data Centre as well as in NIELIT Centres. In case of internet disconnection, the data should be saved on local system in a secure, tamper-proof and encrypted manner and the data should be ported to central server as the connectivity restores.
   b) MIS Reports The system should support integrated powerful MIS as per User Requirement Study
   c) User-based access to various reports.
   d) Generation of periodic reports for NIELIT and its Stake Holders.

iv. **Testing**: The bidder shall thoroughly test the software for load, quality and performance along with proper functioning at its site before deployment of the software on production environment.
   a) In addition to above, NIELIT may hire services of third party to certify the software for load, quality and performance at its own cost to

ensure proper functioning of the software. The suggestions given by the third party, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.

b) Final approval/User Acceptance of the software and system shall be given by NIELIT after the testing and successful implementation.

c) The web based Examination System developed and tested shall be hosted at NIELIT/NIC Data Centre and maintained by the bidder. The bidder shall be required to provide performance tuning parameters/configuration of the Server/OS/Application Server software on which the application would be installed to the team of NIELIT/NIC Data centre for efficient working of the Application Software.

v. **Security Audit**:

Get the application audited for "Safe to Host" certification from CERT-in empanelled vendors before deploying the software in production environment in NIELIT/NIC Data Centre. The cost of security audit will be borne by the bidder only.

vi. **Source Code, Proprietorship and Patent:**

Vendor will be responsible to provide monthly the latest and complete source code which can be compiled and deployed by NIELIT along with all the requisite software (Source Code, Libraries, IDEs etc.). NIELIT will be the sole proprietor of the software developed and any patents arising out the work shall be of NIELIT, and vendor will have no claim on the same. The vendor will use version control software (CVS etc.) for maintaining the source code.

vii. **Deployment of System**:

Deployment shall include implementation and maintenance of the developed software.

a) It is necessary that the bidder should submit ideal minimum deployment requirements for the proposed Application Software which will be sufficient for the smooth functioning of the system without compromising the performance.

b) These deployment requirements should consist of minimum required hardware, software, and networking items / components which vendor needs to arrange for the successful installation and implementation of web based Examination System. The deployment requirements should be submitted along with Technical Bid in the format given in Annexure 9.

c) The successful bidder would deploy the web based Examination System Software on the infrastructure provided by NIELIT consisting of but not limited to Hardware, System Software, Networking Equipments and Network Bandwidth in NIELIT/NIC Data Center.

d) The successful bidder will provide the latest manuals (URS/SRS/SDD/SAD/Technical/User Manual etc.) in hardcopy as well as softcopy after any modification in the software.

viii. **Preparation of Master Data**:

The bidder shall be responsible for creation of Master Data regarding NIELIT, Regional Centers, Nodal Centers, Exam Centers, Previous Examinations, Candidates etc. required for implementation of web based Examination System under the supervision of Examination Wing at NIELIT HQ and all NIELIT offices.

ix. **Hands on Training over the Web based Online Examination System Software**:

    a) The bidder shall provide hands on user training to NIELIT staff for proper functioning of web based Examination System.
    b) The training shall be conducted for two days at each NIELIT Offices.
    c) The Training Plan shall be mutually decided between NIELIT and the Bidder.
    d) Training shall be provided on the basis of Training to Tutor model.
    e) During training, user manuals for the Application Software shall be provided by the successful bidder.
    f) The bidder must include all travelling, boarding, lodging cost in financial bid.

7.1.2 **Post Implementation Support/Warranty (Support after UAT):**

The Bidder shall be responsible for installation, administration and maintenance of the Application Software and Devices for the period of contract after successful implementation in all the offices.

- During the contract period, the bidder shall perform all the upgrade/new version update free of cost.
- Any call shall have to be attended within 24 hours and any major software issue shall be resolved within 3 days or as mutually decided upon. In case the solution requires more time, the bidder should report to the concerned nodal officer within given time frame in writing with the requisite details for approval.
- Two full time person competent to handle the complete software and hardware should be deployed for the following responsibilities:
  - o Manage the Project/Devices/integration/Installation etc.
  - o Provide timely reports from the System to the concerned authority/ representative of NIELIT.
  - o He shall be single point of communication between NIELIT and Bidder for complete contract period.
  - o Provide the necessary support for ensuring the Integrity of Data.
  - o They would be responsible for coordination for Hardware support as well as application support.

    a) **Application Software**
- Ensuring uptime of the Application.
- Troubleshooting/Bugs removal: The successful bidder is required to provide troubleshooting support if any bugs are encountered during implementation of the software.
- Up-gradation of Software: Any modifications and/or enhancements / up-gradation required by NIELIT HQ/NIELIT Offices in the software

during support period shall have to be incorporated by the successful bidder free of cost.

- Selected bidder will be required to incorporate amendments and enhancements from time to time and also to attend to any problem in day to day functioning of the system during this period free of cost.
- The Bidder would be responsible for deputing experienced virtual/ remote System Administrator (offsite) for the period of contract/AMC for smooth implementation of application software.
- The Bidder shall be responsible for providing monthly/ yearly backups for application software.
- The bidder shall maintain a Maintenance Register/call register for logging complaints during post implementation support period. The firm shall essentially provide complaint number for each complaint call made by the user.

b) **Various Devices**
- The successful bidder should ensure proper functioning of the device.
- The response time of device should be of 8 hours. Within this time, the machine should be replaced and integrated with the system if any damage or fault occurs to the existing machine.
- The successful bidder should give comprehensive warranty/guarantee that the goods/stores/articles supplied continue to conform to the description and quality as specified in the RFP for a period of One year from the date of installation of the said goods/ stores/ articles notwithstanding the fact that NIELIT may have inspected and/or approved the said goods/stores/article.
- If during the aforesaid period of contract, the said goods/ stores/ articles are found to be not confirming to the description and quality, the decision of the Purchase Officer in that behalf will be final and conclusive, NIELIT will be entitled to reject the said goods/ stores/ articles or such portion thereof as may be discovered not conforming to the said description and quality. On such rejection the goods/articles/ stores will be at the contractors risk and all the provisions relating to rejection of goods etc., shall apply. The bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by NIELIT, otherwise the bidder shall pay such damages as may arise by the reason of the breach of the condition herein contained. Nothing contained herein shall prejudice any other right of NIELIT in that behalf under this contract or otherwise.

7.1.3 **Annual Maintenance Contract**:

On expiry of contract period, the Online Examination System and related hardware will be under AMC with the vendor on the charges quoted and accepted under this contract. The AMC will initially be valid for one year, which may be extended upto 5 years at the rates quoted by respective bidder. During the AMC period, the bidder shall be responsible for management and maintenance of application software and its integration with devices, etc. The bidder shall take up all the activities as mentioned above in Section Post Implementation Support. This will include deployment of two technically qualified and competent persons at the disposal of NIELIT for the purpose of maintenance/debugging/upgrading of the software, management of the database of students and question bank.

7.1.4 **Requirements and Expected Features of Proposed Web Based Online Examination System:**

a) **Browser Independent**: The Application Software should be web enabled so that the same can be accessed from anywhere, anytime. It is imperative that the user interface of the Application Software should be browser based so that the users can access the software using internet (HTTP protocol). The software should be compatible with all popularly used browsers.

b) **Software Platform:** The centralized web based Application Software should be developed using proven technology. The software should be compatible for deployment in three tier architecture environment. Source code should be well documented. NIELIT shall have the right to approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested.

c) The software should have user friendly Graphical User Interface (GUI) and should enable role based access rights to each user. The interface needs to be developed for the users as per the URS and SRS approved by NIELIT.

7.2 Service Management for the system developed

The vendor will be responsible for manning and maintaining the command centre of NIELIT with adequate and technically qualified manpower to successfully execute and monitor the following:

7.2.1 Pre-Examination Work (As per applicability in options 1, 2 & 3)

(a) Designing the online examination plan and examination process under consultation with NIELIT for :
- Selection of Online Examination Centers / Venues
- Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc)
- Student handling process at examination centre.
- Detailed Audit of Server/Desktop/LAN etc.
- Other related processes involved for conducting online exams as per instruction of NIELIT.

(b) To prepare and provide documentary manuals for all processes for safe and secure conduct of examination to be followed along with rules for contingency and exception handling/ emergency procedures.

(c) To provide Hardware and Software required to setup NIELIT Command Center and for NIC Data Center (if required) for Monitoring, Administration and Control of all activities at all stages of Online Exam.

(d) To provide software at Head Office/Regional Centres/Nodal Centres and at online Examination Centres and for Devices and systems to be used for authentication and audit trail mechanisms required for online exams.

(e) To provide consultancy, training and manpower support to handle the entire online exams project of NIELIT. The required Hardware, Software, networking shall be installed and maintained by successful bidder.

(f) To provide and setup secured software for Authoring and Complete Examination Management Process.

(g) To provide training/ manpower for generation of encrypted confidential data

(Question Papers etc.) that will be used for examination across various centres.

(h) To provide Online Examination software as per customization of that particular Examination being conducted by NIELIT.

(i) To identify required secure Online Examination Centres in various locations pan India (Minimum One Center per District of India) as per requirement of NIELIT, with each centre capacity to be provided in advance. Each centre should have 20% buffer of capacity for each online examination slot/session. Besides this NIELIT may conduct Examinations at Village Level also.

(j) To ensure be ready with infrastructure in all districts in India cities with validated nodes/computers within six months of award of contract. The agency should submit a proof of infrastructure.

(k) To ensure that Examination Centre has the required suitable Hardware, Software, Internet and LAN connectivity for conducting online exams.

(l) To ensure that Uninterrupted Power Supply facility to facilitate the uninterrupted conduction of Online Examination at each Examination Centre.

(m) To ensure adequate Air-conditioning at examination centres in cities.

(n) To carry periodic audit at Test Centres for :-
- Hardware - Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards, Mouse etc.
- Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser etc.
- UPS - Working conditions of UPS/Generator etc.

The audit report prepared is to be submitted quarterly to NIELIT.

(o) To ensure suitable drinking water and separate toilet facilities both for Boys and Girls.

(p) To ensure availability of proper security, frisking at the examination centres.

(q) To provide facility to candidates for mock test – through website and support & system through call centre. Providing Toll free number will be advantageous for technical consideration.

(r) To ensure the functioning of Online Examination System by conducting adequate mock drills of actual examination system at all examination centers before and a Final mock drill to be conducted before a day of examination on all centers at same time just like simulating the examination day. All desktops including buffer computers to be used on examination day shall log in through dummy roll numbers and report shall be submitted to NIELIT.

7.2.2 Conduct of Online Examination (As per applicability in options 1, 2 & 3)

(a) Minimum manpower deployment at each examination centre must as per the SOP of that Examination. For example: Each Exam Centre should have the minimum following personnel's to be deployed by the selected Bidder

Examination Centre In-Charge/Superintendent	1 (One for each centre)
LAN/Server Administrator	1 for each 200 candidates
Invigilators	2 per 50 systems or per lab
Support Staff	2 per 100 candidates
Security Guards	2 per 100 candidates
Peons	2 per 100 candidates

30% (At least three) of the human resources at each exam centre should be females. Above staff should be increased proportionately on the basis of candidates allotted to that centre.

(b) The examination conducted would be multidisciplinary / multiple subject / Multilingual as per scheme of examination. The Examination system should handle

this aspect of multidisciplinary / multiple subject / Multilingual as well.

(c) To host the Examination and manage the Examination process through Online Examination System at Examination Centres. The computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.

(d) To securely transmit, download, install and implement confidential data received from NIELIT. The Question Papers installation and implementation shall be as per requirement of NIELIT and instruction from Controller of Examination at the execution time in real time situation.

(e) To arrange frisking of candidates at examination centre to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet) etc. as per the guidelines of NIELIT.

(f) To complete registration process of the candidates before start of examination (digital photo, bio-metric finger print etc) and allow candidates to appear for examination at Examination Centre.

(g) To arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for Examination at Online Examination Centres.

(h) To maintain complete log of all activities of candidate during the course of examination to enable complete audit ability of the assessment process. The audit must be detailed and audit module should have the facility to replay the candidate screen with detailed notations for review purposes.

(i) To obtain feedback from candidates after examination is over through Online Feed Back Form.

(j) To devise system for monitoring and supervision of Examination Centre activities (Centre level/ Candidate's level) at designated Nodal/Regional Centres etc. including video recording covering entire area for all centres, preferably, which can be viewed by authorised representatives in real time over the web.

(k) To transfer/export the data in secure and encrypted format from Examination Centre to Central server at NIC Data Centre and vice versa as per Online Examination Process.

(l) To print candidate response sheet at the end of the examination as per requirement of the particular exam being conducted by NIELIT.

(m) To send confidential data of examination as per instructions of Controller of Examination.

7.2.3 Post-Examination Work (As per applicability in options 1, 2 & 3)

(a) To calculate marks obtained by each candidate as per requirement of the particular exam being conducted by NIELIT.

(b) To carry out other works related to post processing of response & other confidential data and providing data as required by NIELIT.

(c) To carry out all works related to post processing of examination and provide data/report as required by NIELIT.

(d) To prepare certificates valid for lifetime, maintain data and provide digital distribution and verification services.

(e) To provide documented inputs and support for handling

- Students queries
- Press interaction
- RTI queries
- Court Cases

Note: The bidder shall have to carry/ demonstrate complete System Test Run with dummy data to NIELIT before implementation. The bidder should also be able to demonstrate click by click audit trail for any type of enquiry.

Chapter 8

List of key position whose CV and Experience would be evaluated

Depending upon the nature and complexity of the Services assigned to the selected bidder various technical resources would be required as per the details below.

S. No.	Position	Educational Qualifications	Experiences on the Job.	Tenure in Organisation
1.	Software Developer	Engineering Graduate/NIELIT 'B' Level or Equivalent	Should have been part of that team in developing Computer Based Examination System.	At least 6 months
1.	LAN/Server Administrator	Engineering Graduate/NIELIT 'B' Level or Equivalent	Should have Administered at least 3 Computer Based Examination	At least 6 months
2.	Exam Center In-charge/ Superintendent	Engineering Graduate/NIELIT 'B' Level/Sr. Officer or Academician with Technical Background	Should have been In-charge in at least 3 Computer Based Examination	At least 6 months

Chapter 9

Bid evaluation criteria and selection procedure

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepare, Advertise/ Publish, Submit, Open, Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder.

9.1 Bid Evaluation:

9.1.1 Guiding Principle for Evaluation of Bids
a) The tendering authority shall determine to its satisfaction whether the Bidder that is selected as having submitted the best and substantially responsive Bid is qualified to perform the Contract satisfactorily.
b) The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
c) An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the tendering authority shall proceed to the next best bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
d) The tendering authority/ procurement committee, in observance of best practices, shall: -
    i. Maintain the bid evaluation process strictly confidential as per the details below.
    ii. Reject any attempts or pressures to distort the outcome of the evaluation, including Fraud and corruption.
    iii. Strictly apply only and all of the evaluation and qualification criteria specified in the Bidding document.

9.1.2 Confidentiality
a) Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award.
b) Any attempt by a Bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of his Bid.
c) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

9.1.3 Clarification of Bids
a) Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the tendering authority shall not be considered.
b) No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the tendering authority in the evaluation of the Commercial/ Financial Bids.

9.1.4 Evaluation of Bids
a) The tendering authority shall evaluate each Bid that has been determined, up to the stage of the evaluation, to be substantially responsive.

b) To evaluate a Bid, the tendering authority shall use all the criteria and methodologies defined in this document.

c) To evaluate a Bid, the tendering authority shall consider the following: -

    i.   The bid price as quoted in accordance with bidding document.

    ii.   Price adjustment for correction of arithmetic errors in accordance with bidding document.

9.1.5 **Evaluation of Technical Bids**

Award of marks at the presentation stage

Bidder would prepare a designated module and present before a panel formed by NIELIT. Pre-qualification qualified bidders would be given opportunity for presentation. Based on the live-demo of the presentation marking would be done by NIELIT panel (individually first, and then their average across the panel)

The criteria for qualification

1. Minimum marks in each criterion as per the column four.
2. Bidder fulfilling requirements and compliance as per Annexure 10
3. A total of 130 points for qualifying for opening of financial bids.

S. No.	Criteria	Max. Marks	Minimum Marks needed	Marks obtained
1.	Understanding of Requirements	10	5	
2.	Adequacy of proposed approach & methodology for application development, operations / execution, managed services and maintenance	10	5	
3.	Demonstration of developed module	10	5	
4.	Work plan (For example Gantt chart for all activities)	10	5	
5.	Resource Plan	5	2	
6.	Training Plan	5	2	
7.	Marks of Technical bid	80		
8.	Total Score	130		
9.	Approach and Methodology will be evaluated based on quality of the solution, presentation/discussions with bidder and the solution's ability to meet the solution.			

These marks would not be counted on subsequent stages and the financial bid will be opened, only if the bidder qualifies this criteria.

Commercial/Financial Bid Evaluation

The Commercial bid of those bidders, who qualify in the technical evaluation, will only be opened. All other Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will only be evaluated.

Scoring criteria for financial bid

The bidders are required to quote the rates in their applicable options.

Rates for Option-1 (In Indian Rupees)

Software Cost (j) Rs.......................

AMC & Command Centre Management Staff (k) Rs................. (Per annum)

Representative figure = k+ (10% of j) = Rs. ....

In words Rupees..

Rates for Option-2 (In Indian Rupees)

Candidates Strength Range	Per Candidate (in figure)	Per Candidate (in words)	Legend
Up to 50000			a
50,001 – 1,00,000			b
1,00,001 – 2,00,000			c
2,00,001 – 5,00,000			d
5,00,001 – 10,00,000			e
Above 10,00,000			f

Score of Option-2= 2a+3b+3.75c+4.25d+4.5(e+f) =........... Rs.

Rates for Option-3 (In Indian Rupees)

Candidates Strength Range	Per Candidate (in figure)	Per Candidate (in words)	Legend
Up to 50000			p
50,001 – 1,00,000			q
1,00,001 – 2,00,000			r
2,00,001 – 5,00,000			x
5,00,001 – 10,00,000			y
Above 10,00,000			z

Score of Option-3= 2p+3q+3.75r+4.25x+4.5(y+z) = ... Rs.

All these scores are indicative of an index figure only. & Final score to be written in figures and in words both. The rates shall be inclusive of all cost as well as duties and taxes paid or

payable and the rates payable shall be as per the candidates' strength range. For instance: For 475000 candidates, rates applicable shall be as those quoted for 400001-500000 range.

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 period of contract from the date of opening of technical bid. The period can be extended with mutual agreement.

Chapter -10

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 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 NIELIT, 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 and the Delhi Government.

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 on account of the services provided by the contractor against any item related/pertaining to this project shall be settled by the contractor at his own cost. NIELIT 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 as per deliverables mentioned in Chapter 7 of this RFP document.

7) Rates/ Prices

The rates quoted shall remain firm during the period of 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 error and delays.
No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.

For Option1:

1. 70% will be released, within one month, after successful development, installation and implementation after conduction of first successful pilot examination on the software. Pilot run will be conducted within one month of deployment
2. 15% after successful conduction of next three examinations in next three months after successful Pilot Run.
3. 5% after successful conduction of next two examinations after successful completion of point 2 above in next two months of S.No. 2 above.
4. 10% after expiry of the warranty period after successful conduction of examinations in the warranty period.

For Option2:

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.

For Option3:

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.

b) 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.
c) In case the bidder fails to execute the contract, NIELIT shall have liberty to get it done through any other agency with full cost 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 180 days after the closing date of submission.

h) The bid shall be prepared keeping in mind NIELIT will prefer to award the similar work after successful completion of the project and the selected party may directly be awarded the work in future on same terms and condition.

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 faithful advisors to NIELIT The Bidder shall always support and safeguard the legitimate interests of NIELIT, in any dealings with the third party.

b) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in India.

c) The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and Requirements. The Online Examination Application Software before installation will be subjected to 'quality assurance test' prescribed by NIELIT.

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 vendor.

e) The vender shall be liable to NIELIT for financial losses by way of some of system and process failure.

10) Copyright

The copyright in all documents and other materials containing data and information furnished to NIELIT by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to NIELIT 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

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

12) Confidentiality

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

NIELIT 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 NIELIT 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 as demanded by NIELIT, valid up to 90 days after the date of completion of the contract.

The proceeds of the performance security shall be payable to NIELIT as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NIELIT for failure.

The Performance Security shall be denominated in Indian Rupees and shall be in the form of A/C payee Bank Draft, issued by a Nationalised Bank, located in India. Such Performance Security will be valid only after its realization into NIELIT account. Alternatively, the Bidder may also deposit this security in the form of Bank Guarantee of a Nationalised Bank, which is valid for the entire period in favour of NIELIT

The Performance Security will be discharged by NIELIT and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

14) **Consortium**

No consortium will be entertained by NIELIT. 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 NIELIT or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

15) **Penalty Clause / Liquidated Damage**

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the contractor and not in any way attributable to the delay on the part of NIELIT, a penalty @ 2.5% of the bid value of the delayed stage of the item, per week for option 1 and per day for option 2 and option 3 (subjected to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by NIELIT, to account for the delay.

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. NIELIT 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 contractor.

I. Liquidated Damages

(a) Notwithstanding NIELIT'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 for option 1 and every day for option 2 and option 3 in the specified delivery schedule subject to a maximum of 20% of the value of the order value.

(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 20% of the value of the order value.

(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) NIELIT reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by NIELIT to the bidder. Liquidated damages will be calculated on per week basis.

II. Penalty

(a) The Bidder shall perform its obligations under the agreement entered into with the NIELIT, in a professional manner. NIELIT cannot afford any delay in providing service to the examinees and thus in any event of delay, NIELIT would identify the reason and responsible party/parties, would be levied penalty as per the clauses below.

(b) For Option 1 In the event of failure due to failure/malfunctioning of software, penalty of 100% of the cost of the conduct of particular examination would be levied subject to a maximum of 30% of the total cost of conduction of exam in that stream in that financial year.

(c) In the event of failure of maintaining the SLA, penalty of 2.5% of the cost of the total order value per week for option 1 and per day for option 2 and option 3 would be levied subject to a maximum of 20% of the total ordered value.

(d) NIELIT may recover such amount of penalty from any payment being released to the vendor, irrespective of the fact whether such payment is relating to this contract or otherwise.

(e) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the NIELIT has to take corrective actions to ensure functionality of its examination, the NIELIT reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

    a. NIELIT may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.

    b. The NIELIT shall resort to all penalty clauses under intimation to the bidder.

    c. If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the NIELIT reserves the right to either cancel the order or to recover 20% of the

total order value as Penalty / Liquidated Damage for non-performance from the Bidder.

(f) In any event of levying any penalty on any responsible party, the penalty amount would not exceed the order value awarded to that particular party.

16) **Subcontracts**

The Bidder shall not subcontract the awarded contract or part thereof.

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

Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon.

18) **Termination**

The Purchaser 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 the purchaser shall give not less than thirty days written notice of termination to the contractor.

a) **TERMINATION OF THE CONTRACT**

The Contract is liable to be terminated if the Contractor:

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 NIELIT 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 NIELIT; 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 NIELIT within fifteen days (15) after written notice of such default is provided to the Contractor. Such termination will be by 15 (fifteen) days notice in writing and no claim/compensation shall be payable by NIELIT as a result of such termination.

ix.   At any time, the contractor 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 NIELIT.

x.   If the contractor obtains the contract with NIELIT with illegal measures;

xi.   Information submitted/furnished by the contract are found to be incorrect.

xii.   The above shall be without prejudice to NIELIT's other rights under the law.

b) CONSEQUENCES OF TERMINATION

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

i.   NIELIT shall reserve the right to get work completed at the risk and cost of the contractor and to recover from the contractor 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 NIELIT.

ii.   Performance Guarantee Bond/Security in any form submitted by the contractor shall stand forfeited.

iii.   The contractor 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 contractor 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 NIELIT as a consequence of termination of the contract.

c) TERMINATION FOR CONVENIENCE

i.   NIELIT, by Notice sent to the contractor, 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 NIELIT'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 contractor may be appropriately compensated on mutually agreed terms for the loss incurred by the contractor if any due to such termination.

Iii.   Either party may terminate the contract by giving a notice of 90 days.

19) Settlement of Disputes

a) **General:** If any dispute arises between the contractor and NIELIT 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 contractor on the points of dispute. The representation so received shall be examined by NIELIT. The contractor will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

b) **Standing Committee for Settlement of Disputes**: If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions, it shall be referred to the empowered

standing committee for recommendations. The standing committee shall consist of following members: -

● Director, NIELIT Centre	: Chairman
● Nominee of MD, NIELIT	: Member
● Registrar, NIELIT	: Member
● CFO, NIELIT	: Member
● Controller of Exam	: Member Secretary

c) **Procedure for reference to the Standing Committee**: The contractor may present his representation to the Managing Director, NIELIT along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lacs, within three months from the date of communication of decision by NIELIT. The officer-in charge of the project that was responsible for taking service from the contractor shall prepare a reply of representation and shall represent NIELIT's stand before the standing committee. From the side of the contractor, the claim case shall be presented by himself. After hearing both the parties, the standing committee shall gave its recommendations to the Managing Director, NIELIT and the decision of the Managing Director, NIELIT shall be final and binding both on the contractor and NIELIT.

d) **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 standing committee for settlement of disputes.

20) **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.

21) **Reservation of Rights**:

NIELIT reserves the right to:

a. Extend the Closing Date for submission of the Proposals

b. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the NIELIT Website http://www.nielit.gov.in.

c. Seek information from the Bidders on any issue at any time.

d. Allow a Bidder to change its Technical proposal if the same opportunity is given to all Bidders.

f. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distribute options to more than one bidder.

g. Terminate or abandon this Procedure or the entire project whether before or after the receipt of proposals.

h. Seek the advice of external consultants to assist NIELIT in the evaluation or review of proposals.

i. Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
j. 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.

22) Suspension

a) NIELIT 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 contractor, if the contractor 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 contractor.

b) NIELIT may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the contractor.

23) Force Majeure

- Notwithstanding anything contained in the Bid Document, the contractor shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

- For purposes of this clause "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of NIELIT, regarding Force Majeure shall be final and binding on the Bidder.

- If a Force Majeure situation arises, the contractor shall promptly notify to the NIELIT in writing, of such conditions and the cause thereof. Unless otherwise directed by NIELIT in writing, the contractor shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. NIELIT may, terminate this agreement by giving a written notice of a minimum 15 days to the contractor, if as a result of Force Majeure; the contractor is unable to perform a material portion of the services for a period of more than 30 days.

24) Local Conditions

- The Bidder shall inspect the cities/sites of operation and shall satisfy itself of the cities/site 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.

25) **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 NIELIT

26) **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 RFP.

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 RFP is silent on the items contained in the bid, the decision of NIELIT shall be final & binding on the Bidder/ Bidders.

f. For the entire purpose of this tender/work/assignment, NIELIT 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 NIELIT. However, the phrase "NEILIT Centre" does not refer to the intended meaning of the word centre.

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 NIELIT through the bidder. The terms applicant, examinee, etc. would also be included/intended for the term candidate.

27) **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".

28) **Change Requests/ Management**

a. NIELIT 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 – NIELIT 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 NIELIT 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 NIELIT. In the event that the consent of NIELIT 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 NIELIT and such approval on the new cost and schedule will be taken, if the change is approved after the 10 working days.

29) **Acceptance Tests**

• The selected bidder in presence of the NIELIT 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 NIELIT for carrying out these acceptance tests.

30) **Audit by Third Party**

• NIELIT at its discretion may appoint third party for auditing the activities of software development, onsite services and operations of entire services provided to the NIELIT.

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 NIELIT. 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, NIELIT 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 though consortium is not allowed.

- The volume of business is indicative only and cannot be guaranteed.

- The discretion of NIELIT for awarding business and mode of business will be final and binding on the bidder.

- The Managing Director, NIELIT reserves right to award the work/cancel the award of work without assigning any reason. In case of differences, if any, the decision of the Managing Director, NIELIT shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for three years extendable to 5 years at the discretion of competent authority.

Chapter -11

Procedure proposed to be followed for mid-term review of the progress of the work and review of the final draft report

This Mid-term evaluation is mainly a descriptive study supported by qualitative information generated from the field supplemented by quantitative data. This descriptive study explored the existing status and made suggestions for future improvement. The review team was expected to critically review the performance of firm/Company examine the quality of Services, quality outcomes of technical support on services through:

- Information collection by consulting or reviewing Services related documents i.e Quarterly Report (QR), Monthly Downtime Reports etc.
- Information collection by interacting with the System Engineers, Services providers and users etc.
- Analysis of the information collected from both the firm/company and NIELIT sources, and based on the analysis and finding prepare a review report.
- Preparation and presentation of recommendations to offer basis for further discussion within NIELIT and with the implementing partners for the improvement of the maintenance contract in the future with regard to better services and support.
- Presentation of the report with analysis, findings and recommendations, and share it with NIELIT concern persons.
- Incorporation of feedback received from the team of NIELIT staff and finalization of the report.

Annexure 1

Request for Proposal (RFP) Form

I.   Addressed to

a.	Name of the tendering authority	Managing Director
b.	Address	National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
c.	Telephone	011-24364870
d.	Tele-Fax	011-24363335

II.   Ref Number: 16(4)99/I-32/NIELIT

III.   Other related details: -

1.	Name of Tenderer				
2.	Name & Designation of Authorized Signatory				
3.	Registered/Head Office Address				
4.	Delhi Office	Address			
5.		Phone		Fax:	
6.		Contact Person			
7.		Phone		Fax:	
8.		Contact Person			
9.	Year of Establishment				
10.	Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
11.	Put Tick () mark				
12.	Telephone Number(s)/ Mobile				

13.	Website URL				
14.	Fax No.				
15.	Email Address				
16.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	2010-11	2011-12	2012-13	
17.	Whether bidder owns the source code of the examination software				
18.	Clientele: (Clients from whom certificates of satisfactory report can be produced should be mentioned.)	Banks and FIs	Government Departments & Undertaking	Other Reputed Concerns	
19.	Whether the bidder is capable to provide infrastructure capacity of 50,000 nodes in 100 cities				
20.	No. of technical Staff for the conduct of examination				
21.	Security and other Software certifications				
22.	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.				
23.	Proof of Work	Organization	No of Cities in a	Candidate	Repeat order

	experience		shift	Count in a shift	received
	Year				
	Year				
	Year				
	Year				
24.	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
25.	Are there any clarifications, etc. that the Bidder may like to make.				
26.	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				
27	Compliance Sheet Signed and Filled (Annexure 10)				

IV.   The Tender fee amounting to Rs. 5,000/- (Rupees Five Thousand Only) has been remitted vide DD/ Banker's cheque no._____ dated _____ in favour of NIELIT, Payable at, New Delhi, India.

V.   We agree to abide by all the conditions mentioned in this Tender 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 NIELIT, Payable at, New Delhi, India.

S. No.	Earnest Money deposited through	Number	Dated
1.	DD/ Banker's Cheque (Local Only) for Option 1		
2.	DD/ Banker's Cheque (Local Only) for Option 2		
3.	DD/ Banker's Cheque (Local Only) for Option3		

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

The Managing Director
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Sir,

Subject: **Online Computer Based Examination for various stake holders of NIELIT.**

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

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

We warrant that the service do 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 NIELIT 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.

Any owner/stakeholder/employee or group of persons of our company/firm have 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 ___/___/2014 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 ₹10/- duly attested by the Notary Public)

To,

The Managing Director
National Institute of Electronics and Information Technology (NIELIT),
Electronics Niketan, 6, CGO Complex, Lodhi Road,
New Delhi - 110 003, India

Sir,

In response to the RFP No. _____ Dated _____. for Online Computer Based Examination for various stake holders of NIELIT, 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: -

<div align="right">

Date:
Place:

</div>

Annexure 4

DETAILS OF SIMILAR WORKS EXECUTED

S No	Name of Work/ Project & Location	Owner of sponsoring organization	Cost of Work (in crores)	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

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

Annexure 5

FORMAT ON TECHNICAL EXPERIENCE

WORKS/PROJECT UNDER EXECUTION OR AWARDED

S No	Name of Work/ Project & Location	Owner of sponsoring organization	Cost of Work (in crores)	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of 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

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

Financial Bid

Name of the Bidder : _____

Address for Correspondence : _____

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

Rates for Option-1 (In Indian Rupees)

Software Cost (j) Rs.......................

AMC & Command Centre Management Staff (k) Rs................. (Per annum)

Representative figure = k+ (10% of j) = Rs. ....

In words Rupees...

Rates for Option-2 (In Indian Rupees)

Candidates Strength Range	Per Candidate (in figure)	Per Candidate (in words)	Legend
Up to 50000			a
50,001 – 1,00,000			b
1,00,001 – 2,00,000			c
2,00,001 – 5,00,000			d
5,00,001 – 10,00,000			e
Above 10,00,000			f

Score of Option-2= 2a+3b+3.75c+4.25d+4.5(e+f) =........... Rs.

Rates for Option-3 (In Indian Rupees)

Candidates Strength Range	Per Candidate (in figure)	Per Candidate (in words)	Legend
Up to 50000			p
50,001 – 1,00,000			q
1,00,001 – 2,00,000			r
2,00,001 – 5,00,000			x
5,00,001 – 10,00,000			y
Above 10,00,000			z

Score of Option-3= 2p+3q+3.75r+4.25x+4.5(y+z) = ... Rs.

All these scores are indicative of an index figure only. & Final score to be written in figures and in words both. The rates shall be inclusive of all cost as well as duties and taxes paid or payable and the rates payable shall be as per the candidates' strength range. For instance: For 475000 candidates, rates applicable shall be as those quoted for 400001-500000 range.

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 period of contract from the date of opening of technical bid. The period can be extended with mutual agreement.

All these scores are indicative of an index figure only & Final score to be written in figures and in words both. The rates shall be inclusive of all cost as well as duties and taxes paid or payable and the rates payable shall be as per the candidates strength range. For instance: For 475000 candidates, rates applicable shall be as those quoted for 400001-500000 range.

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.   In respect of indigenous items for which there is a controlled price fixed by law, the price quoted are not higher than the controlled price.
c.   Services/Products/Goods supplied, will be of requisite specification and quality.

Note:

1.   The rate should not be provided as a percentage figure.
2.   The Bidder is advised to quote rate in absolute Indian Rupees.
3.   The rate quoted will be valid for period of contract from the date of opening of technical bid. The period can be extended with mutual agreement.
4.   No condition will be entertained and conditional tender will be liable to be rejected
5.   Bidder is further required to submit a detailed item wise breakup as prescribed

Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -

Date:
Place:

SCHEDULE OF THE ONLINE EXAMINATIONS CONDUCTED BY NIELIT

Name of the Course/Examination	Type of Questions in Examination	Medium of Examination	Frequency of Examination and number of cycles	Number of Batches / day	Duration of Examination	Duration of exam cycle
Basic Computer Course (BCC)	MCQ	Hindi and English	Every Month / 12; And on demand for Government Projects.	04	60 minutes	Up to 07 days
Course on Computer Concepts	MCQ	English	Every Month / 12; And on demand for Government Projects.	06	90 minutes	Up to 07 days
Third Party Exam – Type 1	MCQ	Hindi and English	Every Month / exam cycles ranging from 12-16	01- 03	60 minutes	01 day
Third Party Exam – Type 1 (State Specific)	MCQ	Hindi and English	After Every 2 Month / 6	6	90 minutes	01 day
Third Party Exam – Type 2 (State Specific)	MCQ and Online Typing Test in Krutidev font	Hindi and English	As and when required	-	120 Minutes(90 Minutes for MCQ and 30 Minutes for Typing Test)	01 day

EXAM CENTRES AND VOLUME OF THE CANDIDATES FOR THE ONLINE EXAMINATIONS CONDUCTED BY NIELIT FOR THE YEAR 2013 (excluding project candidates)

Name of the Course / Exam Month and Year	Basic Computer Course (BCC)		Course on Computer Concepts (CCC)		Third Party Exam – Type 1		Third Party Exam – Type 1 (State Specific)		Third Party Exam – Type 2 (State Specific)	
	Candidates	Number of exam centres PAN India	Candidates	Number of exam centres PAN India	Candidates	Number of exam centres PAN India	Candidates	Number of exam centres	Candidates	Number of exam centres
January	3403	53	4842	61	NA		-	-	-	-
February	11113	116	52226*	206			-	-	-	-
March	13079	105	9125	79			-	-	-	-
April	12569	106	23335	116			1385	19	-	-
May	20560	143	14041	74			-	-	-	-
June	30789	167	132119*	310			1406	19	-	-
July	41209	213	20145	92			-	-	825	15
August	35234	192	25346	76	468	5	1825	27	-	-
September	19351	108	164375	119	295	4	-	-	-	-
October	19499	118	220073	216	688	4	2183	22	-	-
November	10690	67	59277	143	366	4	-	-	-	-
December	6247	62	50868	149	305	4	1715	20	251	7

* Two exam cycles conducted

Note: These figures are indicative only and does not guarantee volume of business

Proforma For Hardware/Software Requirement For Deployment

For hosting of Application Software		
	1.	
	2.	
	3.	
	4.	
	5.	
For Biometric Machines, Webcams, CCTV, Jammers and Hardware Devices		
	1.	
	2.	
	3.	
	4.	
	5.	
Integration and Implementation		
	1.	
	2.	
	3.	
	4.	
	5.	

ANNEXURE-10

Requirements and Compliance Sheet

S.No.				Requirement/Compliance	Option 1 (Software Development & Deployment)	Provide Compliance details Yes/No Ref Page No in RFP Other details, if any.	Option 2 (Infrastructure Services & Support)	Provide Compliance details Yes/No Ref Page No in RFP Other details, if any.	Option 3 (End to End Services & Support)	Provide Compliance details Yes/No Ref Page No in RFP Other details, if any.
1.	**Legal**									
	A.	1		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.	Mandatory		Mandatory		Mandatory	
		2		Bidding firm is an individual corporation/ company.	Mandatory		Mandatory		Mandatory	
		3		Bidding firm is not a Consortium of companies/ firms.	Mandatory		Mandatory		Mandatory	
	B	1		The Bidder possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the tender document.	Mandatory		Mandatory		Mandatory	
		2		The bid is complete in all respects and covers the entire scope of work as stipulated in the document.	Mandatory		Mandatory		Mandatory	
		3		Bidders is meeting the Eligibility Criteria	Mandatory		Mandatory		Mandatory	
	C	1		VAT/ Sales Tax Registration Certificate along with the Sales Tax clearance certificate of the last year	Mandatory		Mandatory		Mandatory	

		2	Service Tax Registration Certificate	Mandatory		Mandatory		Mandatory	
		3	Income Tax Registration/ PAN Number	Mandatory		Mandatory		Mandatory	
	D	1	An attested & valid copy of all the above-mentioned certificates provided	Mandatory		Mandatory		Mandatory	
	E	1	The Bidder should be in operation anywhere in India for at least Three Years as on 31-Mar-2013	Mandatory		Mandatory		Mandatory	
2	**Technical**								
	A.	1	SEI CMM Level 3 or Higher	Mandatory		Optional		Mandatory	
		2	ISO 9001	Any One Mandatory from A.2 or A.3		Any One Mandatory from A.2 or A.3		Mandatory	
		3	ISO 27001	Any One Mandatory from A.2 or A.3		Any One Mandatory from A.2 or A.3		Mandatory	
	B	1	Single Point of Contact Provided	Mandatory		Mandatory		Mandatory	
	C	1	Executed Similar Projects	Mandatory		Mandatory		Mandatory	
		2	Conduct of National Level Examination in more than 100 cities or more.	Optional		Mandatory		Mandatory	
		3	Conducted Computer based Examination of at least 1,00,000 candidates in a single Exam Cycle	Optional		Mandatory		Mandatory	
		4	Ready infrastructure of at least 50,000 computer nodes (Excluding 20% buffer) in 100 cities with validated nodes/computers.	Optional		Mandatory		Mandatory	
		5	Conducted at least one examination in last one year in those cities proof of infrastructure is enclosed	Optional		Mandatory		Mandatory	

		6	Reference, information and certificates from the respective clients certifying technical, delivery & execution capability of the bidder should be signed and the contact numbers of all such clients	Mandatory		Mandatory		Mandatory	
	D	1	Organization should own the complete source code of the software being used for conducting the exam.	Optional		Optional		Mandatory	
		2	Organization should have all the necessary processes in place for entire Software Development Life Cycle (SDLC) of the software being used for conducting the exam	Optional		Optional		Mandatory	
		3	Organization should have all the necessary components of source code in place and if any change is required in any of the components of the software by NIELIT, in-house technical skill should be able to provide the solution in minimum possible time (normally two days for non-critical patch and 4 hours for critical patch). The major/minor changes in software requested by NIELIT must be met immediately.	Optional		Optional		Mandatory	
		4	Organization should have strong quality management and in-house quality assurance group.	Optional		Optional		Mandatory	
	E	1	The bidder should have on its payroll at least 50 Technical employees	Mandatory		Optional		Mandatory	

		2	The bidder should have on its payroll at least 200 Technical and Administrative employees.	Optional		Mandatory		Mandatory
	F	1	The Bidder should have successfully completed Online Computer based Examination, during last 3 years, at least two assignments of providing similar services to any 2 Government organization/ PSU's/UGC or AICTE approved Institutions in India where the value of each assignment should be equal or more than 5 Crs (INR). The completion certificate should be submitted. The assignments from 2 different customers will only be considered.	Optional		Any One Mandatory from F.1 or F.2		Mandatory
		2	The Bidder should have successfully completed Online Computer based Examination, during last 3 years, at least two assignments of providing similar services to any 2 Government organization/ PSU's/UGC or AICTE approved Institutions in India where the examination has been conducted in more than 100 cities in India in a single examination cycle for upwards of 1,00,000 candidates.	Optional		Any One Mandatory from F.1 or F.2		Mandatory
		3	Minimum Online Examination conducted capacity of 25,000 candidates in a single shift	Optional		Optional		Mandatory
3	**Financial**							
	A.	1	Cost of RFP Document	Mandatory		Mandatory		Mandatory
		1	EMD of Rs 4,50,000	Mandatory		NA		NA
		2	EMD of Rs 5,50,000	NA		Mandatory		NA
		3	EMD of Rs 40,00,000	NA		NA		Mandatory

	B	1	Performance security @ 10% of the contract value in the form A/c payee demand draft/ pay orders/ Bank Guarantee/ FDR of any of the nationalized bank in favour of NIELIT, New Delhi within 15 days from the award of the contract	Mandatory		Mandatory		Mandatory	
		2	Performance security would remain valid up to 180 days beyond the date of completion of all contractual obligation of the firm/company	Mandatory		Mandatory		Mandatory	
	C	1	Bidder agrees that EMD shall be refunded to the successful bidder on receipt of performance security.	Mandatory		Mandatory		Mandatory	
	D	1	An average annual turnover of at least Rs. 9 Cr (Rupees Nine Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services.	Mandatory		NA		NA	
		2	An average annual turnover of at least Rs. 11 Cr (Rupees Eleven Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services.	NA		Mandatory		NA	
		3	An average annual turnover of at least Rs. 80 Cr (Rupees Eighty Crores Only) during each of the last three financial years (2010-11, 2011-12, and 2012-13) from similar services.	NA		NA		Mandatory	
		4	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years (2010-11, 2011-12, and 2012-13).and CA Certificate should be enclosed.	Mandatory		Mandatory		Mandatory	

	E	1	Bidder should have a positive net worth during the last three financial years (2010-11, 2011-12, and 2012-13).	Mandatory		Mandatory		Mandatory
		2	Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years (2010-11, 2011-12, and 2012-13).and CA Certificate should be enclosed.	Mandatory		Mandatory		Mandatory
4	**Other**							
	A.	1	Local Support Office at New Delhi	Mandatory		Mandatory		Mandatory
	B	1	No Conflict of Interest	Mandatory		Mandatory		Mandatory
	C	1	Eligible to Participate in RFP	Mandatory		Mandatory		Mandatory
	D	1	Providing Evidence for Eligibility	Mandatory		Mandatory		Mandatory