



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

[Reference No. 13(509)EXAM/2016 Dated:15<sup>th</sup> July, 2016]

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	Wednesday, the 17 <sup>th</sup> August 2016 upto 3:00 PM
Date & Time of Opening of Technical Bid	Thursday, the 18 <sup>th</sup> August 2016 at 11:00 AM

Cost of Request for Proposal (RFP) Document: Rs. 10,000/- Only (Rupees Ten Thousand Only)

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

#### **IMPORTANT NOTE**

- 1) RFP documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/> as well besides <http://www.nielit.gov.in>, <http://deity.gov.in>.
- 2) Aspiring Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to meticulously go through instructions provided at Annexure-17 regarding 'Instructions for online Bid Submission'.
- 3) Bidders can access RFP documents on the website, fill them with all relevant information and submit the completed documents into electronic bids on the website <https://eprocure.gov.in/>.
- 4) Bid and supporting documents should be uploaded through e-procurement. Hard copy of the Bid documents should be submitted as per instructions in the RFP document.

## **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 RFP 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**

<b>Chapter</b>	<b>Subject</b>	<b>Page No.</b>
1.	Introduction to NIELIT	4 – 5
2.	Abbreviations and Definitions	6 – 7
3.	Invitation for REQUEST FOR PROPOSAL (RFP)	8
4.	General Information to Bidder regarding procedure for submission of proposal	9-15
5.	Terms of Reference	16 – 25
	I. Precise statement of objectives–Objective	
	II. Outline of the tasks to be carried out– Scope	
	III. Schedule for completion of tasks–Timelines	
	IV. The support or inputs to be provided by NIELIT to facilitate the consultancy - Responsibilities of NIELIT	
6.	Eligibility and pre-qualification criteria	26 – 30
7.	Deliverables from the bidders	31 – 35
8.	List of key position whose CV and experience would be evaluated	36
9.	Bid evaluation criteria and selection procedure	37-39
10.	Proposed Contract Terms	40-51
Annexure-1	Request for Proposal (RFP) Form	52-56
Annexure-2	Letter of undertaking	57
Annexure-3	Self-declaration – No Blacklisting	58
Annexure-4	Details of Similar Works Executed	59
Annexure-5	Format on Technical Experience	60
Annexure-6	Financial Bid	61-64
Annexure-7	Schedule of Online Examinations Conducted By NIELIT	65
Annexure-8	Examination Volume	66
Annexure-9	Format for Consortium	67-69
Annexure-10	Format of Power of Attorney for Consortium	70-71
Annexure-11	Requirements and Compliance Sheet	72-76
Annexure-12	Power of Attorney	77
Annexure-13	Representative Authorization Letter	78
Annexure-14	Exam Centre Requirement	79
Annexure-15	Service Level Agreement	80
	15.1 Penalty Table	81
Annexure-16	Integrity Pact	82-87
Annexure-17	Instruction for Online Bid Submission	88-91
Annexure-18	Format of BOQ	92

## Chapter 1

### Introduction to NIELIT

#### **Introduction**

National Institute of Electronics & Information Technology (NIELIT) is the capacity building arm of Department of Electronics & Information Technology (DeitY), Ministry of Communications and Information Technology, Government of India, and is actively engaged in development of skilled human resources for around 41 years in the area of IT; Electronics; Communication Technologies; Cyber Security; e-Governance; e-learning & related verticals through its 34 own centres spread across the country besides a network of about 900 Accredited training Partners & about 8500 CCC/BCC Facilitation Centres.

NIELIT has acquired a very good expertise in IT training and over the years, it has established itself as an organization of repute and is presently contributing towards building a *Digital India*, through its wide repertoire of courses, ranging from Digital Literacy, Short Term & Long Term Skill Development Programmes in non-formal sector, and Long Term Formal courses in association with State Universities etc.. It is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector.

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.

#### **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).

#### **Mission**

To be the single source for quality assurance in computer education among the nation's non-formal institutes, after turning out competent IT professionals in large numbers, NIELIT reach is now being extended to all regions of the country as well as overseas.

## **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/ Society/ Consortium/ Wholly owned subsidiary 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 (Gol).
DeitY	Department of Electronics & Information Technology, Government of India (Gol).
Deployment	Implementation, Maintenance and Support
EMD	Earnest Money Deposit.
GIGW	Guidelines for Indian Government Websites
Gol	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.
Lol	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 of operation of the project.
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 percentage of amount of the Order Value by the Bidder which is to be retained at least 60 days beyond the successful completion of the project (as long as the bidder fulfils the contractual agreement) as per the schedule in the RFP document.
Services	“Services” means the services to be delivered by the successful bidder to the entire satisfaction of the NIELIT as per the terms and conditions enumerated in the RFP document 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) and/or performance.
SoW	Scope of Work
SRS	Software Requirement Specification
SSP	Software Service Provider
STQC	Standardization Testing and Quality Certification
URS	User Requirement Specification
Consortium	A consortium is an association of two or more individuals, companies, organizations or governments (or any combination of these entities) with the objective of participating in a common activity or pooling their resources for achieving a common goal.
Government Organisation	Government of Central/State/UT or any of its entity. (Including /Autonomous bodies/ PSU's/ UGC/ AICTE)
Clientele	Government Organisation, UGC or AICTE Approved Institutions, Banks and Financial Institutions, other reputed organisations
Single Shift	Schedule of examination is such that it is to be conducted in a single shift pan India or any part of India in a day/days irrespective of duration of shift. A particular examination is a Single Shift where the infrastructures are used once in a single day for any duration. The single shift shall be communicated by NIELIT to the successful bidder (Contractor) else it shall be considered Multiple Shift.
Multiple Shift	Schedule of examination is such that it is to be conducted in multiple shifts pan India or any part of India in a day or multiple days irrespective of duration of shift. Multiple shifts examination means even for a single instance if more than one shift for a particular examination at any of the examination centre during particular examination cycle is undertaken, then that shall be considered as multiple shift examination. The number of shifts in a day under multiple shift examination shall be provided by NIELIT

### Chapter-3

#### Invitation for Request for Proposal (RFP)

**Ref. No 13(509)EXAM/2016**

**Dated:** 15<sup>th</sup> July, 2016

NIELIT invites e-bids against Request for Proposal (RFP) in the prescribed format to be submitted on Central Public Procurement Portal (CPP portal) from qualified, reputed and experienced agencies for providing Infrastructural support and Services to NIELIT for conduction of Online Computer Based Examination Services. 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:

<b>Sr. No.</b>	<b>Activities</b>	<b>Details</b>
1.	Cost of Request for Proposal (RFP) Document (non-refundable)	₹10,000/- (₹Ten Thousand only)
2.	Estimated cost of work per year	₹10,00,00,000/- (₹Ten Crore only)
3.	Earnest Money Deposit (EMD)	₹20,00,000/- (₹Twenty Lakh only)
4.	Publishing Date	Friday 15 <sup>th</sup> July, 2016
5.	Document Download Start Date & Time	Friday 15 <sup>th</sup> July, 2016 5:00 PM onwards
6.	Pre-Bid Conference	Friday 22 <sup>nd</sup> July, 2016 at 11:00 AM onwards
7.	Bid Submission Start Date & Time	Expected Friday 1 <sup>st</sup> Aug, 2016 9:00 AM onwards after publishing of replies of pre-bid queries.
8.	Bid Submission End Date & Time	Monday, the 29 <sup>th</sup> August 2016 upto 3:00 PM
9.	Request for Proposal (RFP) Opening Date & Time	Tuesday, the 30 <sup>th</sup> August 2016 at 11:00 AM
10.	Date & Time of Technical Presentation	Will be intimated later to the Technically qualified bidders
11.	Date & Time of opening of Financial bids	Will be intimated later to the Shortlisted bidders
12.	Website for downloading RFP Document, Corrigendum, Addendums Etc	<a href="http://www.nielit.gov.in">http://www.nielit.gov.in</a> <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> <a href="http://www.deity.gov.in">http://www.deity.gov.in</a>
13.	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 providing Infrastructural support and Services to NIELIT for conduction of Online Computer Based Examination Services 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 for taking up in pre-bid meeting may be submitted at [tender@nielit.gov.in](mailto:tender@nielit.gov.in) not later than 20<sup>th</sup> July, 2016

Additional Director (P&A) 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](http://www.nielit.gov.in) or [www.deity.gov.in](http://www.deity.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)) and be uploaded for submission along with scanned copy of DD for cost of RFP **document of Rs. 10,000/- (non refundable)** which shall be submitted in form of demand draft in favour of NIELIT payable at New Delhi to be sent to NIELIT so as to reach on or before the last date and time for submission of the e-Bid. There is no exemption from payment of cost of RFP document and e-Bids 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 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 RFP specifications and it is the responsibility of the Bidder to decide the best of breed solution.
  6. The Director General, NIELIT reserves right to award the work/cancel the award without assigning any reason thereof. In case of differences, if any, the decision of the Director General, NIELIT shall be final and binding to all.
- 7. Financial Bid**
- a) The bidder shall indicate the prices/rates as specified in the format given in e-Procurement portal. Any changes made to BOQ file in the bid shall summarily be rejected and no correspondence in this regard shall be entertained. BOQ file has been designed as per the Annexure 6. This BOQ file may be modified in response to Pre-Bid queries. In such case only bid submitted in the modified BOQ file shall be considered for acceptance.
  - 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 are 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 quoted **in words** will be considered as 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.

## **8. Security Deposit/EMD**

- a) The bidder should enclose EMD of Rs.20,00,000/- (Rupees Twenty Lakhs only) in form of scan copy of Demand Draft drawn in favour of "NIELIT" and payable at New Delhi, with the Technical proposal of e-Bid. The Demand Draft should physically be sent to NIELIT so as to reach on or before the last date and time for submission of the e-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 any interest within 90 days after award of contract or setting aside the RFP, 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.
- f) Earnest money will also be forfeited if the bidder submits the offer, forged documents or alters the RFP terms and conditions or language/wordings in any manner.

## **9. Acceptance of offer**

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

## **10. 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.

## **11. Adherence to Schedule**

The Bidder has to strictly 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.

## **12. Right to Divide the Scope of Work**

NIELIT reserves the right to divide the scope of work and also, if required, may award the work to multiple qualified valid responsive bidders at L1 price.

## **13. 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. The marks of the presentation will be taken into account for evaluation of bid as per the criteria laid down in this RFP at Chapter 9 and accordingly the decision to accept/reject the technical bid shall be decided and it shall be binding to the bidders. No further correspondence in this regard shall be entertained.

## **14. Submission of Bid**

The Vender shall submit their Bids in two parts

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

The RFP 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 RFP Document and Earnest Money Deposit (EMD). The Financial Proposal should contain only Financial Bid. 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 by uploading on e-Procurement Portal in the prescribed format only . Submission of Technical Bid and Financial Bid in any other format shall result in invalidation of such bids. Bid submitted cannot be modified after the submission of the bid offers. The bid document submitted by any means other than the above shall be summarily rejected.

All information called for in the enclosed Annexures/ format 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 RFP forms or not giving it in clear terms or making any change in the prescribed Annexure or deliberately suppressing the information shall result in the bidder being summarily disqualified.

The requisite Cost of RFP document and EMD should be sent so as to reach NIELIT at the address specified on or before closing date, i.e, by 29<sup>th</sup> August 2016 on 1500 Hrs .

#### **15. 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 uploaded in the e-procurement portal as per the process mentioned on the portal and the same shall be considered as final bid submitted by the bidder.
- The financial Bid shall be uploaded separately in the e-procurement portal as per the process mentioned on the portal.
- The above two needs to be uploaded on the portal as per process for the same. The scan copy of DD towards fee for RFP document and EMD should also be uploaded.
- Apart from the quotation to be uploaded in the manner detailed above, hard copy of technical bid should be sent to NIELIT HQ in a lacquer sealed envelope clearly marking "Technical Bid for Computer Based Examination", which will be used for reference purpose and record keeping. This hard copy shall not entail the bidder to be eligible for consideration of bid unless until the bid complete in all respects is submitted through e-Procurement portal. The bid documents with enclosures sent through

telegram/telex/email etc, and offers not submitted in the e-bid formats shall be summarily rejected.

#### **16. Confidentiality of Process:**

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

#### **17. Right to Termination/Cancellation**

Notwithstanding anything contained in this document, 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.

#### **18. Authentication of Bid**

The Bid document should be typewritten and there should not be any overwriting or cutting or interpolation. Signatures and official stamp of bidder's authorized person should be recorded at the bottom on each page of the bid document. The Bid Document shall be signed by a person duly authorized to bind the organization to the Contract.<<Format of Authorisaztion- & Power of attorney Annexure->> 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 of all pages of the Bid Document and each page of the bid document should be properly numbered and submitted along with forwarding letter on bidder's letter head duly binded and indexed. **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.

#### **19. Enclosures of Request for Proposal (RFP)/BID**

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

#### **20. Address for Submission of Request for Proposal (RFP)/BID**

Along with uploading on the e-Procurement portal as per the process Request for Proposal (RFP)/Bid complete in all respect shall be addressed to:

The Additional Director (P&A),  
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 and the bid shall be summarily rejected.*

#### **21. Late Bids**

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

## **22. 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.

## **23. 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.

## **24. Completeness of Bids**

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

## **25. 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 submitted. 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 to all.

## **26. Rejection of Bid**

The Bid shall be submitted duly filled in the e-Procurement Portal. Bids submitted by any other means like by post, Telex, Fax or e-Mail would not be entertained.

Bid may be rejected at any stage of the evaluation processing or after award of contract during period of contract if it is found that the bidder has provided misleading information or has been blacklisted by any government organisation or has indulged in any malpractice/unethical practice or submitted forged/tampered document and has not honoured contractual obligation elsewhere.

If the bidder deliberately gives incorrect or misleading information in their bid or wrongfully creates circumstances for the acceptance of the bid, 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.

## **27. 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, the validity period of bid shall be extended further, if required, by mutual agreement from time to time.

## **28. Opening of Financial Bids**

Financial Bids will be opened and compared after the technical evaluation of the technical bid and technical demo as per the Request for Proposal (RFP). The financial bids of the shortlisted technically qualified bidders will be opened. The name of Bidder, bid prices of each Bid, shall be announced by NIELIT during opening of the 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.

## **29. Undertaking for reasonableness**

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

- (a) Quoted rates are at par with the prevailing market rates and not more than the price usually charged for services 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.

## **30. Pre-Bid Conference Enquiries and Clarifications:**

Venue and Time for Pre-Bid Conference will be displayed on NIELIT website <http://www.nielit.gov.in> at least 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.
3. Bidder shall submit the bid in the revised bid format only, if any, after the pre-bid clarification.

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 supplementary 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, without extending the deadline for submission of the bid.

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 for clarification is:

Shri Anurag Shah,  
Controller of Examinations,  
National Institute of Electronics and Information Technology,  
Electronics Niketan, 6, CGO Complex, New Delhi – 110 003, India  
Ph No: +91 11 24363184  
Email: [tender@nielit.gov.in](mailto:tender@nielit.gov.in)

## Chapter - 5

### Terms of Reference

#### 5.1 Objective

NIELIT proposes to identify Bidder(s) for providing infrastructure and logistic services for conducting online examinations for its various courses as well as recruitment and competitive examinations for itself and/or other organisations:

- 5.1.1 The selected bidder would conduct the entire examination process on a turn-key basis under supervision of NIELIT.
- 5.1.2 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 from the Bidder Organisation managing LAN (server) and one person (fully responsible for free and fair conduct of examination) as Center In-charge at the Examination centre in addition to the minimum people required for the said purpose.
- 5.1.3 The selected bidder has to identify the examination centres (as per SOP of the Examination) at the locations decided by NIELIT.
- 5.1.4 The selected bidder will ensure the availability of the Internet connectivity and provide Examination centres across the country and manage them. Bidder will be responsible for establishing Examination Centres in all locations with necessary Physical and IT Infrastructure and Manpower e.g., requisite computer hardware/software, Firewall, Anti Virus Software for conduct of the Computer Based Evaluation. (Cyber Café shall not be accepted), Examination Superintendents, Proctoring Staff, IT Support staff, Invigilators, Peons, Security, Waterman etc.

#### 5.2 Brief Scope of Work

NIELIT has developed and implemented its own software for various processes of Online/Computer Based Examination and intends to use the same however to make examination process hassle free NIELIT may award work on end-to end basis as well. Therefore, NIELIT intends to invite proposal for following:

##### 5.2.A. Infrastructure Services and Support

- 5.2.1 The selected bidder would provide infrastructure services and support for the entire examination process under supervision of NIELIT using software implemented by NIELIT.
- 5.2.2 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 from the Bidder Organisation managing LAN (server) and one person as Center In-charge at the Examination centre.
- 5.2.3 The selected bidder has to identify & engage the examination centres (as per SOP of the Examination) at the locations decided by NIELIT.
  - 1. Exam Center should be easily approachable, reputed and well known in the locality for easy approach of the candidates.
  - 2. Geographical locations (City) would be identified by NIELIT and rest of the logistics at the identified locations would be provided by the selected Bidder.



- 5.2.4 The selected bidder will ensure the Internet connectivity at the examination centres for uninterrupted data transfer and will provide Examination centres across the country as per the guidelines issued by NIELIT 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, Proctoring Staff, IT Support staff, Invigilators, Peons, Security etc.
- 5.2.5 The examination centres locations will be conveyed to the selected bidder for further establishing the examination centres by the selected bidder at the respective exam centre locations.

S. No	Requirements
1	Each Examination Centre should have competent security guards for orderly conduct of examinations.
2	The examination administrators are well versed with system functionalities and examination process
3	The access to the PC at the centers is password protected
4	All the centers must have installed CCTV
5	The PC provided at the centers are as per the configuration suggested .
6	Every centre has the UPS or any other power back up arrangement
7	The examination centre has Broadband internet connection or better and in case of disruption in internet connection from ISP the examination centre provided by the bidder shall have the alternate arrangement with other ISP
8	The location of the examination centre is such that candidates can reach the centre suitably.
9	Each Examination Centre has minimum 100 PC+10% buffer except A&N, Lakshadweep, NE Region and J&K where minimum 25 PC + 10% buffer is required
10	There should be minimum 1 invigilator in each computer lab and if there are more than 25 candidates in one computer lab, then one invigilator should require for every batch of 25 candidates or part thereof.
11	Should have feature of Remote surveillance and monitoring using Web Camera / IP based CCTV on demand. Separate price has to be quoted as per the financial bid.

## 5.2.B: End-to-End Solution

In addition to providing infrastructure services and support including manpower as mentioned above the selected bidder would conduct the entire examination process on a turn-key basis deploying its own software approved by NIELIT under supervision of NIELIT.

The broad scope of work under End-to-End solution would be the sole responsibility of the selected bidder. In addition, the bidder shall also design, develop, implement and provide online services with all the data encrypted and secured for all activities completely logged 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 statistical (category, age, religion, caste etc.) and authentication information such as Photograph, Scanned Signature and Scanned Thumb Impression possibly with Bio-metric capture and facility to import data from NIELIT registration module. In future, biometric authentication will need to be integrated with UIDAI Aadhaar at no extra cost .
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 (Optional).
15. **Fees Reconciliation Module:** This module would verify the status of receipts, payments and accounts with the bank and others.

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/Authentication Module:** This module would capture the attendance with biometric devices and possibly would provide online status of attendance at each centre. The examination of candidate should be enabled only on successful authentication of biometric. In future, biometric authentication will need to be integrated with UIDAI Aadhaar at no extra cost.
  18. **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.
  19. **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.
  20. **Live Examination Monitoring Module:** The module will enable the management to view and record the live examination feed from webcam and/or CCTV at the examination centre and retrieve previously recorded footage as and when desired. Preference shall be given if audio along with video is also captured.
  20. **Evaluation Module:** The evaluation module will match the responses of the candidates with the available solutions and would award the marks to individual candidates.
  21. **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.
  22. **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.
  23. **Feedback Module:** This module would help accept feedback from the candidates,. It would be useful in improving and fine-tuning the system.
  24. **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 required then minor modification needs to be carried in above modules for MIS purposes.

### 5.3 Responsibilities of the Bidder

The broad responsibilities of the selected bidder shall be as under:

1. To deploy technically qualified, experienced, adequate manpower (at least two persons) to
  - I. Manage the entire examination process
  - II. Maintain/debug upgrade the software
  - III. Update/manage and archive the data and question bank

at NIELIT command centre to be created by the bidder at NIELIT HQ Premises or at designated location.

2. To conduct Computer Based Evaluation in a smooth and fair manner at a short notice period (Typically One Week). Depending upon urgency Examination may have to be conducted on a 15 Days Notice although NIELIT will provide actual candidate data at least 7 days prior to conduct of examination.
3. To setup Help desk of 5 seats minimum at premium location (Background Noise Free) to provide 10 X 7 (8:00 AM to 6:00 PM) operator support during the period of contract.
4. To provide managed services on the modules mentioned above on the bidders s/w approved by NIELIT.
5. To address the security issues - Providing security softwares', VPN etc. and securing the network systems to establish a highly secured and sanitized system for the entire process.
6. To authenticate, evaluate the answer responses of the candidates and generate results/certificates and progress reports.
7. To provide the database, results and reports as per the requirement of NIELIT.
8. 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).
9. To extend full support to NIELIT as 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 as per RFP and agreement.
10. To get the change/enhancement/amendment/up-gradation of the software and the system as per the requirement and operational ease, which include software solution also.
11. In short, 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
12. To get STQC certification for performance, load, stress and capacity testing for all modules prior to implementation of the solution for NIELIT e.g. in case of candidate registration module, the solution should support successful concurrence usage of at least 1000 per instance and it should be scalable as per the requirement.
13. To integrate its solution with NIELIT existing online payment solution (NDML, appointed by DeitY, is currently providing the payment gateway services to NIELIT.) for payment by its various stakeholders. CSC-SPV Wallet and NEFT/RTGS/IMPS support would also be used. Any other wallet or mode of payment as the need arise may also be included in future.

#### 5.4 Schedule for completion of tasks

Examination Infrastructure Services and Support – *Within 2 months of award of contract.* Two months period is meant for initial preparations first time after award of contract (one month for system study and customisation as per NIELIT requirement and one month for identification, training and deployment of examination centre and staff before going live).

End to End Services and Support – *Within 3 months of award of contract.* Three months period is meant for initial preparations first time after award of contract (Two month for system study, development and customisation as per NIELIT requirement and one month for identification, training and deployment of examination centre and staff and parallel deployment and testing before going live).

#### 5.5 The support or inputs to be provided by NIELIT to facilitate the consultancy

Responsibilities of NIELIT would be to provide necessary inputs as and when required to execute the project.

#### 5.6 The broad summary of services to be provided are as under

Infrastructure Services include the services as per RFP Document including but not limited to

1. Ensuring examination centre is having requisite manpower for smooth and orderly conduct of examinations as per the requirement specified in this RFP.
2. Training of Examination administrators and staffs so as to make them well versed with system functionalities and examination process of NIELIT. Bidder has to ensure that their staffs are capable of functioning and operating the system independently in the process of NIELIT Examination.
3. The readiness of infrastructure and manpower (ES, Technical Support, Facility Management, Peon, Sweeper, Security, waterman etc.) on the scheduled dates at the examination centre.
4. The access to the PC at the examination centres is password protected.
5. The PCs provided at the centres are as per the configuration suggested.
6. Every centre has UPS/ other power back up arrangement.
7. The examination centre has dedicated broadband or better Internet connection with redundancy and thus in case of disruption in internet connection from one ISP examination centre has the alternate arrangement with other ISP.
8. The location of the examination centre should be such that candidates can reach the centre easily.
9. Each Examination Centre has sufficient PCs with backup as per the requirement specified in this RFP.
10. Invigilators shall have the prior experience in invigilating for online examinations and shall be assigned duties only after they are made well acquainted with the examination process of NIELIT by the bidder as per the requirement specified in this RFP.

Examination Software Services include the services as per RFP Document including but not limited to

1. Centralised Help Desk Support for 10 X 7 (8:00 AM to 6:00 PM) operator support.
2. Mock Test option available 15 days prior to commencement of Online Examination anytime anywhere for candidates to practice online.
3. Online Application Management.
4. Online Admit Card issuance.
5. Centre Allotment as per candidate choice & convenience with complete randomization and through fully automatic process (Process to be defined by NIELIT on examination to examination basis).

6. Conduct of error free and uninterrupted Examination (End to End).
7. Deployment of Canopies (in such a way that only the candidate on particular PC is able to view his/her screen).
8. Evaluation, Result processing, Merit list generation, Exception handling and Resolution in a time bound manner.

Certificate includes the services as per RFP Document including but not limited to

1. Online Certificate Generation with security features like encrypted QR Code, Micro Print etc. as per latest industry standards and digitally signed with Digital Signatures.
2. Online Certificate Issuance and Distribution.
3. Online Certificate Authentication, Validation & Verification

Bio Metric includes the services as per RFP Document including but not limited to

1. Finger Print/Iris
2. Signature
3. Photo
4. Capability to integrate with Aadhaar issued by UIDAI

Webcam includes the services as per RFP Document including but not limited to

1. Standard functional Webcam should be available on all the individual candidate systems for online use by the examination software such as random photo click and/or remote proctoring.

Video Surveillance includes the services as per RFP Document including but not limited to

1. Video Surveillance recordings of all the examination halls have to be submitted after its proper sealing in offline mode, however in Live Feed Online Mode facility to view the same also in real-time is to be provided. The Video Surveillance and live feed online mode facility shall be required only for those examination centres which are required by NIELIT by the bidder.

Jammer includes the services as per RFP Document including but not limited to

1. Jammer service for all the examination halls of specific examination centre(s) are required to be provided after its proper checking and testing for restricting use of any mobiles/electronic communication device/gadgets at such examination centre(s) by the bidder.

## 5.6 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 attempts in this examination instance	Numeric	capture	
22		No. of attempts 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, therefore the presenter should come prepared for a functional demo of question bank and how the question would be displayed before the candidate. The questions will be objective type with either combination of the following options. One correct Answer, Multiple correct Answers, match the following, fill in the blanks, Image Interpretation and GUI based or combination. Currently exams are conducted in Hindi and English, but the examination software shall support Multilingual. Depending upon choice of language of candidate, Questions and Responses are to be shown in Bilingual (English + Language of candidate choice). Software shall have option to generate question paper from Question bank on the basis of various parameters as per requirement.



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

रा.इ.सू.पौ.सं  
**NIELIT**

**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.

Browser and O/s commands/buttons disabled/inactive

Question, related graphics/media & alternatives

31. यह कौनसा देश है?  
(See in the figure and select any one choice (सिच देख कर एक विकल्प चुनें))

America अमेरिका  
 Srilanka श्रीलंका  
 India भारत  
 Australia आस्ट्रेलिया

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,

Back 31 Next

Attempted/Unattempted questions and navigation buttons

**Time Information**

100 Questions  
in 90 Minutes

45 Min Remaining

## Chapter – 6

### ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP 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.

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 RFP especially Chapter - 6 “**ELIGIBILITY AND PRE-QUALIFICATION CRITERIA**” would lead to cancellation of contract as well as legal action against the bidder.

#### **1. Legal Requirements/ Compliance**

- A. The Bidder must be a Sole proprietor/ Company/ Firm/ Society/ Consortium of Companies including but not limited to its wholly owned subsidiaries, parent or affiliates registered under Indian Company Act, 1956/ The Partnership Act 1932/ Society Registration Act, 1860. Consortium of companies/ firms is allowed who are in agreement as on date of submitting their bid in response to this RFP. Experience of any of the members of the consortium for eligibility of bidder shall be considered.
- B. The Bidder must possess a valid: -
  - I. VAT/ Sales Tax Registration Certificate, wherever applicable.
  - II. Service Tax Registration Certificate along with copy of last quarter/half yearly return of service tax.
  - III. Valid PAN Card (In the name of bidder)
  - IV. Trade License / Registration of Establishment issued by respective state.

The Bidder should provide a self-attested & valid copy of all the above-mentioned certificates along with the Technical bid.

- C. The Bidder should be in operation in similar services anywhere in India for at least Five Years as on 31-Mar-2016.
- D. The Bidder shall 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. An undertaking to this effect must be submitted by the bidder.

#### **2. Technical Requirements/ Compliance**

- A. For Strength:
  - I. The Bidder should have successfully delivered for any three years during last five financial years ending FY 2015-16 on the following:
    - a) National Level Online/Computer Based Examinations with minimum one Lac candidates per year.
    - and**
    - b) Minimum three Online/Computer Based Examinations per year of at least 35,000 candidates in each single examination cycle.
  - II. The Bidder should have successfully delivered during last five financial years ending FY 2015-16:

- a) Minimum one Online/Computer Based Examinations of at least 35,000 or more candidates in a single shift in a single day
  - and**
  - b) National Level Online/Computer Based Examination in at least 30 cities with 120 centres or more.
- III. The Bidder should have ready infrastructure of at least 50,000 computer nodes (Excluding 10% buffer) in 150 cities with validated nodes/computers.

**Note:**

1. Single exam cycle means a candidate examined for one or more subjects/papers once, in a continuous series of examination under same title, like CBSE 12<sup>th</sup> Board Main Examination for a particular year.
2. Single shift means one particular batch of candidate appearing for a specified examination simultaneously on the same day and time throughout the country.
3. Similar nature of work means design/ development of online/computer based Examination for professional examination, application processing, Exam delivery, evaluation and result processing.
4. The documentary evidence, in form of work/contract and client report, must be enclosed.
5. Reference, information and certificates with satisfactory performance from the respective clients certifying technical, delivery & execution capability of the bidder duly signed.
6. The complete contact details including telephone numbers and emails of all such clients should be mentioned.
7. NIELIT may also independently seek/verify information regarding the performance from clients.

- B. **Software Ownership:** The bidder should have its own developed software which can be customized as per the requirements of NIELIT.
- I. Organization should own source code of the software being used for conducting the exam.
  - II. 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
  - III. 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.
  - IV. Organization should have strong quality management and in-house quality assurance group.
  - V. The online examination software should preferably be certified by STQC for quality and Certified from Cert-IN empanelled vendor for security. The selected bidder will have to get these certifications before deploying the solution for NIELIT.

- VI. If the data centre currently in use by bidder is not Tier 3 or above certified or not physically located in India the bidder shall give a self certificate of acceptance for hosting the examination solution on National Data Center(NDC)/State Data Center(SDC) of Government. The selected bidder shall have to deploy the entire solution on NIC/SDC for the conduct of examination and result processing. Past experience in this regard shall be preferred. The entire cost in this regard shall be borne by the bidder and NIELIT will extend the logistic support in terms of correspondence with the concerned authority wherever required. Further necessary processing so as to timely implement the same shall be done by the bidder.
  - VII. If the proposed Data Centre is other than NDC/SDC, on which the solution is proposed to be hosted, it must be Tier 3 or above certified and physically located in India. The documentary proof of its level and of tie-up of the Bidder with the data centre must be attached.
- C. Manpower Strength:
- I. The bidder should submit a list of the employees as on the preceding month of the last date of bid submission whomsoever shall be involved in the work, if awarded, to the bidder stating clearly category and the role of each employee.
  - II. The bidder should have on its payroll at least 50 Technical out of 250 employees for the proper execution of the contract.
- D. Financial Capability to conduct exams:
- I. The Bidder should have successfully completed Online/Computer based Examination, during last 5 years ending FY 2015-16, where at least two assignments of providing same to any two Government organization in India where the value of contract/project/assignment should be equal or more than 5.00Cr (INR). The proof of contract value along with the completion certificate from the customer shall be submitted. The contract/project/assignments from 2 different customers will only be considered.
  - II. The Bidder should have successfully completed Online/Computer based Examination, during last 5 years ending FY 2015-16, where at least one assignments of providing same for any Government organization in India where the value of contract/project/assignment should be equal or more than 10.00Cr (INR) (which is equivalent to the estimated order value per year from NIELIT). The proof of contract value along with completion certificate from the customer shall be submitted.

### **3. Financial Requirements/ Compliance:**

- A. The Bidder should deposit Earnest Money 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 as mentioned later in this RFP.
- C. EMD shall be refunded to the successful bidder on receipt of performance security.

D. Annual Turn Over

The Bidder should have an average annual turnover of at least Rs. 25.00 Cr (Rupees Twenty five Crore only) during the last three financial year ending FY 2014-15. Copies of audited balance sheets/ profit & loss accounts/ annual reports of last three financial years and CA Certificate should be enclosed.

**4. Other Requirements/ Compliance**

- A. The Bidder should have a local support office at New Delhi/NCR. If the bidder, at the time of bidding, does not have a local support office at New Delhi/NCR 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, otherwise the contract shall be liable for cancellation.
- B. The bidder shall appoint a nodal officer from the lead bidder organisation who shall be single point of contact with NIELIT and shall be solely responsible for the execution and delivery of the work.
- C. The bidder should increase infrastructure capability if not already existing, across India in next one year as per NIELIT requirement in view of upcoming Digital Literacy projects where NIELIT may have to conduct examination in the Districts of India in coming years.
- D. 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
- E. The Bidder shall not be eligible to participate in this REQUEST FOR PROPOSAL (RFP) in the currency of 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. At the time of bidding, the bidder which is blacklisted in participating in any procurement activities by any Government organisation are not

allowed to bid. The bidder to confirm at the time of submission of bid that the bidder has not been penalised or convicted for concealment of income/ wealth/ project failure during the immediately preceding three years for FY 2015-16. It is also to be confirmed that they have understood the scope of work and bid is in accordance with the scope of work. Undertaking to this effect shall be submitted by the bidder on the bidder's letterhead.

- F. The Bidder shall provide such evidence of their continued eligibility satisfactory to the tendering authority as per the RFP especially "Chapter -6 Eligibility and Pre Qualification Criteria" mentioned in the bidding document and/ or as the tendering authority shall reasonably request.
- G. The bidder must provide Self Certification mentioning that the system/software/solution is full proof. There should be no such proven incident of any type of compromise for secrecy, confidentiality and security aspect of examinations.
- H. The bidder firm would be summarily rejected in case of any conditional bid offering.

## Chapter 7

### DELIVERABLES FROM THE BIDDERS

The deliverable of the project is the successful conduct and processing for the various examinations in online mode (Computer Based Examination) as per Terms of Reference mentioned in Chapter 5. The deliverables have been divided into following main categories:

#### **7.1 Services and Support –**

##### **7.1.1 Pre-Examination Work**

##### **7.1.2 Conduct of Online Examination**

##### **7.1.3 Post-Examination Work**

Note:

1. The bidder shall be responsible to resolve all the complaints/grievances received by NIELIT/the Bidder in a time bound manner for the examinations conducted at different locations by the bidder. ***Examination wise time schedule shall be communicated with the order for the particular examination.*** Each complaint/grievance shall be addressed by the bidder as soon as possible but within a time frame of 5 days or as decided by the NIELIT.
2. NIELIT shall provide the schedule of different examinations to be carried out by the successful bidder on behalf of NIELIT and it is the primary duty of the successful bidder to strictly adhere to the time-lines following procedure and processes and provide requisite services efficiently and effectively as per the provisions mentioned in the RFP and as per the standard process including the specified schedules of NIELIT. Failure to do NIELIT shall have the right to withdraw the contract at any point of time during the period of contract as per the RFP terms/ agreement and the successful bidder shall be responsible for such non-compliance and termination.

#### **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 integrate, execute and monitor the following:

##### **7.2.1 Pre-Examination Work**

- a) Designing the online examination plan and examination process in consultation with NIELIT for :
  - I. Selection of Online Examination Centres / Venues
  - II. Complete Security Management Processes (Physical and Technical for all online examination centres, servers, Desktops, LAN etc)
  - III. Student handling process at examination centre.
  - IV. Detailed Audit of Server/Desktop/LAN etc.
  - V. 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) The location of examination centres/venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centres must be easily accessible and should have the facility for enablement of differently abled candidates to take examination comfortably.

- d) While providing computers and relevant software with necessary security systems, the bidder shall keep in view the requirements of differently able candidates.
- e) At each examination centre there should be sufficient no. of additional switches that can be used at the time of emergency.
- f) To ensure that Test Centre has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of NIELIT online exams.
- g) To ensure 3 tier Electric power supply availability and power backup for Uninterrupted Power Supply (UPS) at each Examination Centre.
- h) To ensure that sufficient no. of Air-conditioning/Coolers/Fan/Heaters as per the environment conditions of the area should be available in the examination lab and they should be working properly during the examination.
- i) 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.
- j) 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.
- k) 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. At present there are 35 Centres/Extension Centres pan India and 8 upcoming Centres/Extensions Centres. These numbers are likely to increase in near future.
- l) To provide and setup secured software for Authoring and Complete Examination Management Process.
- m) To provide training/ manpower for generation of encrypted confidential data (Question Papers etc.) that will be used for examination across various centres.
- n) To provide Online Examination software as per customization of that particular Examination being conducted by NIELIT.
- o) To identify required secure Online Examination Centres in various locations pan India (Minimum One Center per District of India in the time to come) as per requirement of NIELIT, with each centre capacity to be provided in advance. Each centre should have 10% buffer of capacity for each online examination slot/session. Besides this NIELIT may conduct Examinations at Village Level also.
- p) 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. An undertaking shall be provided by the bidder that if required the setup will be made available for conduction of examination within the stipulated time as per the RFP.
- q) To ensure that Examination Centre has the required suitable Hardware, Software, Internet and LAN connectivity for conducting online exams.
- r) To ensure that Uninterrupted Power Supply facility to facilitate the uninterrupted conduction of Online Examination at each Examination Centre.
- s) To ensure adequate Air-conditioning/Coolers/Fan/Heaters as per the environment conditions of the area at examination centres in cities.
- t) To carry periodic audit at Test Centres for :-
  - I. Hardware - Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards, Mouse etc.
  - II. Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser etc.
  - III. UPS - Working conditions of UPS/Generator etc.

The audit report prepared is to be submitted quarterly to NIELIT.
- u) To ensure suitable drinking water and separate clean toilet facilities both for Boys and Girls.



- v) To ensure availability of proper security, manual frisking at the examination centres.
- w) To provide facility to candidates for mock test –
- x) To ensure the functioning of Online Examination System by conducting adequate mock drills of actual examination system at all examination centres before and a Final mock drill to be conducted before a day of examination on all centres at same time just like simulating the examination day. All desktops including buffer computers to be used on examination day shall log in on preparatory day through dummy roll numbers and report shall be submitted to NIELIT.

### 7.2.2 Conduct of Online Examination

- 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	One, if batch size is <=25 Two, if batch size is >25 and <=50 Three, if batch size >50 and <=75 and so on.
3	Support Staff	One for each examination centre
0	Security Guards	One for each examination centre
%	Peons	One for each examination centre
	Waterman	One for each examination centre

(At least two) 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 as per the instructions 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, signature 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. Based on the log of mouse and keyboard entries at the particular machine, a simulation may be prepared, which may be used in the event of unfair means investigation.

- 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. Video Recording although is not mandatory but must be provided whenever demanded by NIELIT.

Wherever as per the requirement communicated Video Surveillance recordings of all the examination halls have to be submitted after its proper sealing in offline mode, however in case services of Live Feed Online Mode facility to view the Video Surveillance in real-time is required same also needs to be provided. The Video Surveillance and live feed online mode facility shall be required only for those examination centres which are required by NIELIT by the bidder.

- k) The Examination Centre must have facilities for installing security and access control systems including jammers, Video surveillance etc.
- l) It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
- m) To transfer/export the data in secure and encrypted format from Examination Centre to Central server at Data Centre and vice versa as per Online Examination Process.
- n) To print/email candidate secured response sheet at the end of the examination as per requirement of the particular exam being conducted by NIELIT.
- o) To send confidential data of examination as per instructions of Controller of Examination.

### **7.2.3 Post-Examination Work**

- 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 digitally signed e-Certificates valid for lifetime, maintain data and provide digital distribution and verification services.

A tamperproof Digitally Signed Soft-certification with life-time validity would be preferred. The certificate should be verifiable and not misused through fake reproductions. The certificate shall be generated online, which should have security features as in e-Stamp Paper for validation and verification after printing like encrypted QR code, fine print, unique code etc. The certificate generation solution should have two components - The Server Side which generates and verifies the secure certificate with features described above with parameters defined by NIELIT and the client side which verifies the certificate so generated.

e) To provide documented inputs and support for handling

- I. Students queries
- II. Press interaction
- III. RTI queries
- IV. 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.

Formats are exam specific with minor variations. (At present there may be nearly 25 report formats).

## Chapter 8

### List of key position whose CV and Experience

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.

<b>S. No.</b>	<b>Position</b>	<b>Educational Qualifications</b>	<b>Experiences on the Job.</b>	<b>Tenure in Organisation</b>
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
2.	LAN/Server Administrator	Engineering Graduate/NIELIT 'B' Level or Equivalent	Should have Administered at least 3 Computer Based Examination	At least 6 months
3.	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 is selected as having submitted the best and 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.
- d) The tendering authority/procurement committee, in observance of best practices, shall: -
  - i. Try to maintain the bid evaluation process confidential.
  - 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/her 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/she is allowed to do so in writing.

##### **9.1.3 Clarification of Bids**

- a) Any clarification submitted by a Bidder with regard to his/her 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

a) The bidders technical bid shall be evaluated for the purpose of pre-Qualification. The technical bid which is found to be complete in all respect and fulfilling all terms and conditions enumerated in the RFP will be considered as pre-qualified and shall be called for the Technical Presentation.

**b) Award of marks at the Technical Presentation stage**

Bidder would prepare a designated module and present before a panel formed by NIELIT. Bidders qualified in the pre-qualification 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 in the technical presentation:

1. Minimum marks in each criterion as per column iv (four).
2. Bidder fulfilling requirements and compliance as per Annexure 10
3. For qualifying for opening of financial bids a bidder must score a minimum total of 30 points overall with minimum marks in each criteria individually as specified in column iv (four) below, is required.

S.No.	Criteria	Max. Marks	Minimum Marks needed	Marks obtained
i	ii	iii	iv	v
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	6	3	
6.	Training Plan	4	2	
7.	Total Score	50	30	
8.	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 and the decision of the NIELIT shall be final and binding on all. No further communication in this regard shall be entertained.

**a) Commercial/Financial Bid Evaluation**

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

**Scoring criteria for financial bid**

It is based on the Prices quoted by the bidder in the Annexure-6

Shift Type	Infrastructural Price (₹)	Examination Software Services (₹)	Certificate (₹)	Bio Metric (₹)	Webcam (₹)	Video Surveillance (₹)		Jammer (₹)	Per Candidate (₹ in Figures)	Per Candidate (₹ in Words)	Legend
	i	ii	iii	iv	v	(Recording) vi	(Live Feed Online) vii	viii			
									ix = i+ii+iii +iv+ v+vi+vii+ viii (i.e. sum total of column i to viii)		
Single Shift											P
Multiple Shift											Q

Total Score = 20%\*P+80%\*Q = .....(In figures)

.....(In words)

All these scores are indicative of an index figure only & Final score is to be written in figures and in words both.

**L1 bidder is to be determined on the basis of Total Score**

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.
3. The period of valid of the bid can be extended with mutual agreement.
4. The bid shall be prepared keeping in mind that 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 conditions.
5. The financial bid shall be submitted in BOQ file only by uploading the same on e-Procurement portal as per the process.
6. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in the Financial Bid at Annexure 6 and this RFP.

## Chapter -10

### Proposed Contract Terms

#### 10.1. General Conditions of the Bid

##### 1) **Income Tax PAN, Service Tax Registration Certificate, VAT/Sales Tax Registration**

Bidder who hold a valid PAN from Income Tax department and who is registered under the Service Tax Act prevalent in the State where his business is located shall only submit the bid against the RFP. Service Tax Registration Number should be quoted and latest Service Tax return for last quarter/ halfyearly on the date of submission of RFP shall be submitted with the technical bid without which the RFP is liable to rejection.

If applicable, Bidder who hold a valid registration under the VAT/ Sales Tax Act prevalent in the State where his business is located only submit the bid against the RFP. If applicable, the VAT/ Sales Tax Registration Number should be quoted which should be valid on the date of submission of RFP shall be submitted without which the RFP 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 :
  - I. 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).
  - II. Any suit/legal action filed by any third party on account of the services provided by the contractor (Successful Bidder) 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 bid is finally accepted and awarded work by signing the contract shall arrange to start the services as mentioned in the bid document as per deliverables in this RFP including but not limited to as mentioned in Chapter 7 of this RFP document.

## 7) Rates/ Prices

The rates quoted shall remain firm during the period of contract.

The rate quoted shall remain firm, reasonable and valid for the period of contract from the date of opening of financial bid and further extension on yearly basis. The initial two year contract period shall be extended on satisfactory completion/performance of existing contract on the same rate with same terms and conditions on yearly basis not exceeding further period of three years, i.e. a total of five years.

## 8) Terms of Payment

- a) The payment shall be in Indian Rupees and shall be paid only after successful completion of each examination cycle.
- b) No advance payment shall be made including payments of handling charges/service charges etc. under any circumstances to the bidder.
- c) Bill for payment shall be accepted and processed only after successful completion of respective examination.
- d) Payment schedule shall be as under:
  - I. 75% after successful conduction of the examination of respective examination cycle against pre-receipt of invoices along with all supporting documents.
  - II. Remaining 25% after 30 days of the successful completion of the examination Cycle, if no violation of contract terms by the bidder is detected within this period.
- e) The successful bidder has to sign an agreement on non-judicial stamp paper which shall also contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.
- f) 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.
- g) During the examination if any malpractice is established or there is any question paper leak etc. where the examination activities through-out the centres are affected and/or the image of the NIELIT is tarnished due to such act/incident for which the examination needs to be re-conducted the entire cost for conducting the re-examination shall be borne by the bidder other than imposing such LD and/or Penalty and/or Damages as the case be.
- h) During the examination if any malpractice or any incident of such nature is established at any specific examination centre(s) wherein the examination needs to be re-conducted the entire cost for conducting the re-examination at such centre(s) shall be borne by the bidder. Similarly, due to any reason attributable to the successful bidder, wherein the examination needs to be re-conducted due to such reason the entire cost for conducting the re-examination for such candidates or at such centre(s) shall be borne by the bidder. However, the other centres where the examinations are conducted successfully in a hassle free, fair & transparent manner the payments for all those centres can be released as per the schedule keeping aside the case of these said

specific candidate(s)/Centre(s). The payment for these cases shall be taken into consideration soon after their settlement as per the terms and conditions of the RFP.

- i) All payments shall be subject to TDS.

## **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 Bidder shall be liable to NIELIT for financial losses by way of any 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 his 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. The

secrecy during the entire process of examination or thereafter after shall be maintained at all times.

### 13) Performance Security

Performance security @ 10% of the total order value as demanded by NIELIT 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.

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 Demand Draft/ Pay Orders/ Bank Guarantee/ FDR of any of the nationalized bank in favour of NIELIT, New Delhi, 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 180 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 15 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 180 days thereafter.

### 14) Consortium

- a. The lead bidder should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract)
- b. The non-lead bidders should be liable for the scope of work for which they are responsible along with the lead bidder (Liability should be limited to the value of the scope of work; while the lead bidder still carries the liability for the entire scope of work)
- c. Any change in the consortium member at a later date will not be allowed
- d. Should provide clarity on the roles and responsibility of each member
- e. /A particular company can be a member of only one consortium
- f. All Members forming the consortium to be part of the contractual arrangement among themselves before submitting the bid
- g. All member of the Consortium should be a registered legal entity in India
- h. Power of Attorney (in case of consortium bid, the Lead Bidders' Board of Directors) authorizing the Bidder/ Lead Bidder in favour of the Principal Officer or the duly Authorized Representative to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP/ bid process should be attached, along with a certified true copy of the consortium agreement between the Lead Bidder and the other member of the consortium, revealing the respective roles and responsibilities of all the members, in meeting the overall scope of requirements of the Project.
- i. The Bidder (all members in case of consortium) should have been in operation in India for a period of at least 3 years ending FY 2015-16. A Certificate of Incorporation issued by the Registrar of Companies is to be enclosed for all the members.

- j. The consortium should have been formed latest by the date of submission of the bid by the lead bidder who would be referred as the Bidder in this RFP.
- k. A group of companies are allowed to come together and bid for this project as a consortium. However, the following should be noted with respect to consortium bids:
  - i. Only Lead Bidder will submit the bids and sign the contract agreement with the buyer.
  - ii. Notwithstanding anything contained in this RFP/ agreement, all the members of the consortium, entrusted with the responsibilities of this Project shall be jointly and separately responsible to NIELIT in respect of meeting the financial liabilities of the Implementation Agency (Lead Bidder) arising out of the Project
  - iii. The technical proposal shall contain the details of arrangements between the Lead Bidder and other member of the consortium.

## 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 successful Bidder (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, subjected to maximum 10%, 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 the specified delivery schedule subject to a maximum of 10% 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 10% 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 Clause

- (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) In the event of failure of maintaining the SLA, penalty of 2.5% of the cost of the total order value per day would be levied subject to a maximum of 10% of the total ordered value.
- (c) 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.
- (d) If any act or failure by the bidder under the agreement results in failure or non-operation 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.

- I. 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.
  - II. The NIELIT shall resort to all penalty clauses under intimation to the bidder.
  - III. 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 10% of the total order value as Penalty / Liquidated Damage for non-performance from the Bidder.
- (e) 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/services 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**

NIELIT 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 NIELIT 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 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 Bidder obtains the contract with NIELIT with illegal measures;
- xi. Information submitted/furnished by the Bidder 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**

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.

## 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 be constituted by DG, NIELIT wherein the Chief Finance Officer and Controller of Examinations or their nominees can be the members beside chairperson and other members as decided by DG, NIELIT.
- c) **Procedure for reference to the Standing Committee:** The contractor may present his representation to the Director General, 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/herself. After hearing both the parties, the Standing Committee shall give its recommendations to the Director General, NIELIT and the decision of the Director General, NIELIT shall be final and binding both on the contractor and NIELIT.

## 20) Arbitration:

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.

## 21) 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.

## 22) Reservations 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 options for which bid has been invited for.

- 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.

### **23) 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:
  - I. Shall specify the nature of the failure and
  - II. 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.

### **24) Force Majeure**

- a) 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, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b) 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.
- c) 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.

### **25) Local Conditions & Responsibilities of the Bidder**

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 appraise 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.



The bidder shall be responsible for providing infrastructure services and/or the study, design, development and implementation of online examination system along with successful, conduct and processing of online examination as per the terms, 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 RFP/work/assignment, NIELIT would be the first party, who intends to award the RFP/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/contractor/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, RFP 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 "NIELIT 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: -
  - I. 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.
  - II. 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.
  - III. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule.
  - IV. 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) Reviews and Audit**

- a. 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 will be expected to critically review the performance of firm/Company examine the quality of Services, quality outcomes of technical support on services through:

- I. Information collection by consulting or reviewing Services related documents i.e Quarterly Report (QR), Monthly Downtime Reports etc.
- II. Information collection by interacting with the System Engineers, Services providers and users etc.
- III. Analysis of the information collected from both the firm/company and NIELIT sources, and based on the analysis and finding prepare a review report.

- IV. Preparation and presentation of recommendations to offer basis for further discussion within NIELIT and with the implementing partners for the improvement of the services in the future with regard to better services and support.
  - V. Presentation of the report with analysis, findings and recommendations, and share it with NIELIT concern persons.
  - VI. Incorporation of feedback received from the team of NIELIT staff and finalization of the report.
- b. NIELIT at its discretion may appoint third party for auditing the activities of software services, onsite services and operations of entire services provided to the NIELIT. The bidder will have to provide access to all information that may be required by Third Party to successfully complete the audit.

### 31) **Special Terms and Conditions**

- a. 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.
- b. 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.
- c. Bidders are not allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected.
- d. The volume of business is indicative only and cannot be guaranteed.
- e. The discretion of NIELIT for awarding business and mode of business will be final and binding on the bidder.
- f. Initially the contract will be awarded for two years extendable on yearly basis for further three years (i.e. a total of five years) at the discretion of competent authority. The rates shall be firm and valid for a total of five years, i.e., initial period of contract and further extension, if any.
- g. The work can be awarded to one or more agencies if need arises.
- h. The Director General, 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 Director General, NIELIT shall be final.

**Annexure 1**

**Request for Proposal (RFP) Form**

I. Addressed to

a.	Name of the tendering authority	Additional Director (P&A)
b.	Address	National Institute of Electronics and Information Technology (NIELIT), Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110 003, India
c.	Telephone	011-24363936
d.	Tele-Fax	011-24363335

II. Ref Number: 13(509)EXAM/2016

III. Other related details:

1.	Name of Bidder					
2.	Name & Designation of Authorized Signatory					
3.	Registered/Head Office Address					
4.	Delhi Office	Address				
		Phone		Fax:		
		Contact Person				
		Phone		Fax:		
		Contact Person				
5.	Year of Establishment					
6.	Type of Firm	Public Limited	Private Limited	Consortium	Proprietary	Others, Please Specify
	Put Tick (✓) mark					

7.	Telephone Number(s) and Mobile of the designated contact person			
8.	Website URL			
9.	Fax No.			
10.	Email Address of the bidder and designated contact person			
11.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	2012-13	2013-14	2014-15
12.	Whether bidder owns the source code of the examination software			
13.	Clientele: (Clients from whom certificates of satisfactory report can be produced should be mentioned.)	Banks and FIs	Government Departments & Undertaking	Other Reputed Concerns
14.	Whether the bidder is capable to provide infrastructure capacity of 50,000 operational nodes in 150 cities			
15.	No. of technical Staff for the conduct of examination			
16.	Security and other Software certifications			

17.	Indicate if organization has been blacklisted or unable to deliver Online Computer Based Examination for any of the offices of Center or State Govt. or any of its other customers? If so, details may be provided.				
18.	Proof of Work experience	Organization	No of Cities in a shift	Candidate Count in a shift	Repeat order received
	Year				
	Year				
	Year				
	Year				
19.	Organizations where the Bidder is Providing Assessment Services	Name of Organization	Assessments services being provided since	Contact Person, designation, Postal Address, Telephone, Fax and e-mail address	Whether certificate of satisfactory service is included. If not, the work will not be considered
20.	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				
21	Compliance				

	Sheet Signed and Filled (Annexure 11)	
22	Bank Details	Account Name _____ Account Number _____ Name of Bank _____ Name of Bank Branch _____ Address of Bank Branch _____ _____ _____ IFSC Code _____ MICR Code _____

- IV. The RFP fee amounting to Rs. 10,000/- (Rupees Ten 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 RFP Document issued by the Tendering Authority and also the further conditions of the said RFP 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 RFP. 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 DD/ Banker's Cheque (Local Only)	Number	Dated
1.			

IX. Certificates:

S. No.	Type of Tax	Whether self attested certificate enclosed (Yes/No)	Certificate Number	Page No.
1.	VAT/ CST			
2.	Service Tax			
3.	PAN			

4.	Trade License / Registration of Establishment			
----	--	--	--	--

- 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 RFP 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 duly filled and submitted on e-Procurement portal specifically as per the process of e-Procurement portal.

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 Director General  
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 NIELIT and 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 charge-sheeted/convicted/punished/debarred for unfair-means in any examination assignment undertaken by our company/firm.

The above document is executed on \_\_\_/\_\_\_/2016 at (place) \_\_\_\_\_ and we accept that if anything out of the information provided by us is found wrong our RFP/ 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 ₹100/- duly attested by the Notary Public)

To,

The Director General  
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 \_\_\_\_\_ <<RFP titled>> \_\_\_\_\_, I/  
We hereby declare that presently our Company/ Firm/ all members of the consortium  
\_\_\_\_\_ is/are having unblemished record and is/are not declared ineligible for any  
corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/  
Central Government/ PSU/Autonomous Body/UGC/AICTE.

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/UGC/AICTE 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 EMD and/or Performance Security may be forfeited in full and the RFP if any to the  
extent accepted may be cancelled.

Thanking you,

Yours faithfully,

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

Date:  
Place:

Annexure 4

**DETAILS OF SIMILAR WORKS EXECUTED SUPPORTED BY WORK ORDER AND COMPLETION  
CERTIFICATE**

SNo	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, Address and telephone/ Mobile 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**

**SUPPORTED BY WORK ORDER/S**

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	Up to date as per Schedule percentage of work to be completed	Up to date percentage of work actually completed	Slow progress if any, and reasons thereof	Name, Designation, Address and telephone/ Mobile Number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Annexure 6**

**Financial Bid**

1. The financial bid shall be submitted in BOQ file only by uploading the same on e-Procurement portal as per the process.
2. By submitting the financial bid on e-Procurement portal, bidder agrees and will abide by all the terms and conditions specified in this Annexure as well as this RFP.

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 RFP document within the time specified and in accordance with the terms and conditions after going through and clearly understanding the complete RFP. The consolidated bidding rates quoted by me/us are as under:

**Rates in Indian Rupees (₹)**

Shift Type	Infrastructural Price (₹)	Examination Software Services (₹)	Certificate (₹)	Bio Metric (₹)	Webcam (₹)	Video Surveillance (₹)		Jammer (₹)	Per Candidate (₹ in Figures)	Per Candidate (₹ in Words)	Legend
						(Recording)	(Live Feed Online)				
	i	ii	iii	iv	v	vi	vii	viii	ix = i+ii+iii +iv+ v+vi+vii+ viii (i.e. sum total of column i to viii)		
Single Shift											P
Multiple Shift											Q

Score= 20%\*P+80%\*Q = .....(In figures)

.....(In words)

All these scores are indicative of an index figure only & Final score is to be written in figures and in words both.

Payment for services at column i, ii, v, vi, vii & viii will be made on per candidate per paper basis on the services availed for the scheduled candidates, i.e., number of candidates for which the infrastructure arrangements for conducting the examinations have been made (as per system generated roll numbers issued).

Payment for column iii will be made on per candidate per certificate basis on the service availed for the candidates whom certificate is issued.

Payment for column iv will be made on per candidate per paper basis on the service availed for the candidates whose biometric is captured.

NIELIT shall pay for at least 25 candidates per examination centre on (i, iv, v, vi, vii, viii) on above quoted price if the examination centre is to be created on NIELIT request for a particular examination.

<b>Table for applicability of release of payment to bidder</b>					
<b>Column</b>	<b>Services</b>	<b>Per Candidate per paper Roll No Generated</b>	<b>Per Candidate per paper appeared</b>	<b>As per actual</b>	<b>Minimum for 25 candidates per examination centre, if examination centre made on NIELIT request</b>
I	Infrastructural Price	Yes	-	-	Yes
ii	Examination Software Services	Yes	-	-	-
iii	Certificate	-	-	Yes	-
iv	Bio Metric	-	Yes	-	Yes
v	Webcam	Yes	-	-	Yes
vi	Video Surveillance Offline	Yes	-	-	Yes
vii	Video Surveillance Live	Yes	-	-	Yes
viii	Jammer	Yes	-	-	Yes

The quoted rates shall be inclusive of all cost as well as duties and taxes paid or payable

The rates payable shall be as per the shift. For instance: if the examination is to be conducted in a single shift pan India or any part of India in a day/days then only price quoted under single shift shall be applicable else the price quoted under multiple shift shall be applicable. Multiple shifts mean more than one shift for a particular examination at any examination centre during particular examination cycle.

Infrastructure Services (Column i) include the services as per RFP Document including but not limited to

2. Ensuring examination centre is having requisite manpower for smooth and orderly conduct of examinations as per the requirement specified in this RFP.
3. Training of Examination administrators and staffs so as to make them well versed with system functionalities and examination process of NIELIT. Bidder has to ensure that their staffs are capable of functioning and operating the system independently in the process of NIELIT Examination.
4. The readiness of infrastructure and manpower (ES, Technical Support, Facility Management, Peon, Sweeper, Security etc.) on the scheduled dates at the examination centre.
5. The access to the PC at the examination centres is password protected.
6. The PCs provided at the centres are as per the configuration suggested.
7. Every centre has UPS/ other power back up arrangement.
8. The examination centre has dedicated broadband or better Internet connection with redundancy and thus in case of disruption in internet connection from one ISP examination centre has the alternate arrangement with other ISP.
9. The location of the examination centre should be such that candidates can reach the centre easily.

10. Each Examination Centre has sufficient PCs with backup as per the requirement specified in this RFP.
11. Invigilators shall have the prior experience in invigilating for online examinations and shall be assigned duties only after they are made well acquainted with the examination process of NIELIT by the bidder as per the requirement specified in this RFP.

Examination Software Services (Column ii) include the services as per RFP Document including but not limited to

1. Centralised Help Desk Support for 10 X 7 (8:00 AM to 6:00 PM) operator support.
2. Mock Test option available 15 days prior to commencement of Online Examination anytime anywhere for candidates to practice online.
3. Online Application Management.
4. Online Admit Card issuance.
5. Centre Allotment as per candidate choice & convenience with complete randomization and through fully automatic process (Process to be defined by NIELIT on examination to examination basis).
6. Conduct of error free and uninterrupted Examination (End to End).
7. Deployment of Canopies (in such a way that only the candidate on particular PC is able to view his/her screen).
8. Evaluation, Result processing, Merit list generation, Exception handling and Resolution in a time bound manner.

Certificate (Column iii) includes the services as per RFP Document including but not limited to

1. Online Certificate Generation with security features like encrypted QR Code, Micro Print etc. as per latest industry standards and digitally signed with Digital Signatures.
2. Online Certificate Issuance and Distribution.
3. Online Certificate Authentication, Validation & Verification

Bio Metric (Column iv) includes the services as per RFP Document including but not limited to

1. Finger Print/Iris
2. Signature
3. Photo
4. Capability to integrate with Aadhaar issued by UIDAI

Webcam (Column v) includes the services as per RFP Document including but not limited to

1. Standard functional Webcam should be available on all the individual candidate systems for online use by the examination software such as random photo click and/or remote proctoring.

Video Surveillance (Column vi and vii) includes the services as per RFP Document including but not limited to

1. Video Surveillance recordings of all the examination halls have to be submitted after its proper sealing in offline mode, however in Live Feed Online Mode facility to view the Video Surveillance in real-time is to be provided. The Video Surveillance and live feed online mode facility shall be required only for those examination centres which are required by NIELIT by the bidder.

Jammer (Column viii) includes the services as per RFP Document including but not limited to

1. Jammer service for all the examination halls of specific examination centre(s) are required to be provided after its proper checking and testing for restricting use of any mobiles/electronic communication device/gadgets at such examination centre(s) by the bidder.

I/we hereby confirm that to the best of our knowledge and belief:

1. The rate quoted will be firm, reasonable and valid for the period of contract from the date of opening of financial bid and further extension on yearly basis. The period can be extended with mutual agreement on satisfactory completion of existing contract on the same rate with same terms and conditions.
2. Quoted rates are at par with the prevailing market rates and not more than the price usually charged for the similar services/ secure code of same nature/class or description from any private purchaser either foreign and/or Government purchaser.
3. 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.
4. 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. No condition will be entertained and conditional RFP shall be rejected.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Place:

Date:



**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

**ANNEXURE-8**

Statistics for number of examination candidates (Applied) for BCC and CCC course up to March 2016

<b>Calendar Year</b>	<b>BCC(Applied)</b>	<b>CCC(Applied)</b>
2007	NA	29,425
2008	NA	1,04,732
2009	NA	1,20,264
2010	NA	1,87,530
2011	140	2,08,052
2012	81,721	2,25,979
2013	2,23,743	7,75,772
2014	46,047	4,79,604
2015	18,927	8,44,053
2016 (Up to March 2016)	3,021	1,60,448

<b>Consolidated Statistics - BCAS &amp; IRDA Exams (Till March - 2016)-Candidates applied for the examination</b>		
<b>Month-Year</b>	<b>BCAS</b>	<b>IRDA</b>
March-14	324	NIL
April-14	456	515
May-14	104	NIL
June-14	589	NIL
July-14	549	NIL
August-14	315	NIL
Sep-14	734	NIL
Oct-14	329	NIL
Nov-14	296	NIL
December-14	382	1149
January-15	380	226
Feb-15	557	735
March-15	560	715
April-15	564	631
May-15	460	1126
Jun-15	447	948
Jul-15	393	361
Aug-15	506	498
Sep-15	662	1969
'Oct-15	447	499
Nov-15	342	513
Dec-15	380	2332
Jan-16	351	1937
Feb-16	541	1991
Mar-16	578	2067

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

## Format for Consortium Agreement

*(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)*

THIS Consortium Agreement executed on this \_\_\_\_\_ day of \_\_\_\_\_ Two  
Thousand \_\_\_\_\_

By:

M/s \_\_\_\_\_ a Company/Partnership Firm/Sole Proprietorship  
Organisation incorporated under the Acts/Laws of \_\_\_\_\_ and having its Registered  
Head Office at \_\_\_\_\_ (hereinafter called the "Lead Member/First Member"  
which expression shall include its successors);

and

M/s \_\_\_\_\_ a company /Partnership Firm/Sole Proprietorship Organisation  
incorporated under the Acts/Laws of \_\_\_\_\_ and having its Registered Head Office  
at \_\_\_\_\_ (hereinafter called the "Second Member" which expression shall  
include its successors).

The Lead Member and the Second partner shall collectively hereinafter be called as the "Consortium  
Members" for the purpose of submitting the RFP to NIELIT (hereinafter called the "Owner" in response to  
RFP for "\_\_\_\_\_").

WHEREAS RFP document stipulates that maximum two bidders may form a Consortium among themselves  
and apply against this RFP, provided they fulfil the eligibility criteria:

1. They should have legally valid Consortium Agreement.
2. Consortium as a whole shall meet the qualifying norms specified in the RFP, they participate.
3. The Consortium member shall authorize the lead partner by submitting a power of Attorney as per  
the prescribed format duly signed by the authorized signatories. The lead partner shall be  
authorized to receive instructions for and on behalf of the Consortium Partner and entire execution  
of the contract.
4. The lead partner shall be severally responsible and be held liable for the purpose of guaranteed  
obligation and any other matter as required under the contract.
5. Work order will be placed to lead member of the Consortium.
6. The prescribed format for Power of Attorney (Annexure-10) are provided in the RFP document.

AND WHEREAS the members of Consortium together shall strictly comply the eligible criteria of RFP.

AND WHEREAS bid has been proposed to be submitted to NIELIT by Lead Member based on this  
consortium agreement between the two signed by all the members.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises, the event of the short listing of Consortium, as shortlisted agency, all the Parties to this Consortium agreement do hereby agree abide themselves as follows:

1. M/s----- shall act as Lead Member for and on behalf of Consortium Member. The said Consortium member further declare and confirm that they shall jointly and severally be bound and shall be fully responsible to NIELIT for the scope of work as per RFP Reference Number \_\_\_\_\_ Titled \_\_\_\_\_ as per the scope of work. And successful performance of the work, obligations under the same by the LEAD member are as follows:
2. Despite any breach by the Lead Member or other Member of the Consortium agreement, The Member do hereby agree and undertake to ensure full and effectual and successful performance of the contract with the Owner and to carry out all the obligations and responsibilities under the said contract in accordance with the requirements of the contract.
3. If the owner suffers any loss or damage on account of any breach of the Contract or any shortfall in the performance in meeting the performance guaranteed as per the specification in terms of the contract, the Members of these presents undertake to promptly make good such loss or damages caused to the Owner, on its demand without any demur. It shall not be necessary or obligatory for the Owner to proceed against Lead Member to these presents before proceeding against or dealing with the other member. The obligation of each of the member is absolute and not independent of the Consortium or any member.
4. The financial liability of the members of this Consortium agreement to the Owner, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Consortium agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the member is absolute and not severable.
5. It is expressly understood and agreed between the members to this Consortium agreement that the responsibilities inter se amongst the members shall not in any way be a limitation of joint and several responsibilities and liabilities of the Members to the Owner. It is clearly understood that the Lead member shall ensure performance under the agreement and if one or more Consortium member fail to perform its respective obligations under the agreement, the same shall be deemed to be a default by all Consortium members. It will be open for the Owner to take any steps, punitive and corrective action including the termination of contract in case of such default also.
6. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and shall be subjected to exclusive jurisdiction within Delhi in all matters arising there under.
7. In case of an award of a contract, all the members to the Consortium agreement do hereby agree that Lead partner shall furnish Performance Security for value of 10% of the Contract price and additional 5% by the other Consortium partner in the form of an unconditional irrecoverable Performance Security in the prescribed format and as per terms of contract.
8. It is further agreed that the Consortium agreement shall be irrevocable and shall form an integral part of the contract and shall continue to be enforceable till the Owner discharges the same.
9. In case of any dispute amongst the members of the Consortium, Owner shall not be in any way liable and also the Consortium members shall not be absolved from the contractual obligation in any manner.

IN WITNESS WHEREOF the members to the CONSORTIUM agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day ,month and year first mentioned above.

1. Common Seal of ←.....-→  
Has been affixed in my/our

For Lead/First Member

presence Pursuant to the Board of  
Director's resolution  
dated.....

(Signature of authorized  
representative)

Signature.....  
Name.....  
Designation.....

Name.....  
Designation.....  
Common Seal of the Company  
.....

2. Common Seal of ←.....-→  
Has been affixed in my/our  
presence Pursuant to the Board of  
Director's resolution  
dated.....

For Second Member  
  
(Signature of authorized  
representative)

Signature.....  
Name.....  
Designation.....

Name.....  
Designation.....  
Common Seal of the Company  
.....

WITNESS:

1. Signature.....  
  
Name.....  
  
Office Address.....

2. Signature.....  
  
Name.....  
  
Office Address.....

FORMAT OF POWER OF ATTORNEY FOR CONSORTIUM  
(On Non-Judicial Stamp paper of Appropriate Value to be purchased in the name of  
CONSORTIUM)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Members whose details are given hereunder..... have formed CONSORTIUM and having our Registered Office/Head Office at.....(hereinafter called the Consortium' which expression, shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby constitute, nominate and appoint M/s..... a company incorporated under the laws of..... and having its Registered office at..... as our duly constituted lawful Attorney(hereinafter called 'Lead Member") to exercise all or any of the powers for and on behalf of the CONSORTIUM in regard to the RFP document for " Examination Infrastructure Services & Support for Computer Based Examination" for which RFP has been invited by the Owner namely(NIELIT), to undertake the following acts:

- i. To submit proposal, participate and negotiate in respect of the aforesaid Bid-Specification of the Owner on behalf of the Consortium.
- ii. To negotiate with Owner the terms and conditions for award of the contract pursuant to the aforesaid RFP and to sign the contract with the Owner for and on behalf of the Consortium.
- iii. To do any other act or submit any document related to above.
- iv. To receive , accept and execute the contract for and on behalf of the Consortium
- v. To submit the contract performance security in the form of an unconditional irrecoverable Bank guarantee in the prescribed format and as per terms of the contract.

It is clearly understood that the Lead member shall ensure performance of the contract and if one or other member fail to perform their respective portion of the contract, the same shall be deemed to be a default by all members.

It is expressly understood that this power of attorney shall remain valid binding and irrevocable till completion of the Defect or liability period in terms of the contract.

The CONSORTIUM hereby agrees and undertakes to ratify and confirm all the whosoever the said Lead member quotes in the bid, negotiates and signs the contract with the Owner and /or proposes to act on behalf of the Consortium by virtue of this Power Of Attorney and the same shall bind the CONSORTIUM as if done by itself.

IN WITNESS THEREOF the Members Constituting the CONSORTIUM as aforesaid have executed these presents on this .....day of.....under the Common Seal of their Companies.

For and on behalf of the Members of CONSORTIUM

- 1.....
- 2.....

The common Seal of the above Members of CONSORTIUM:

The common seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....  
Name.....  
Designation.....  
Occupation.....
  
2. Signature.....  
Name.....  
Designation.....  
Occupation.....

**ANNEXURE-11**

**Requirements and Compliance Sheet for Online Examination with Infrastructural Services & Support (Signature, seal and date on each page may be affixed)**

S. No.	Requirement/Compliance			Whether Mandatory or Optional	Provide Compliance details Yes/No	Ref Page No in RFP	Other details, if any.
<b>1.</b>	<b><i>LEGAL Compliance</i></b>						
	A.	1	The Bidder must be a Sole proprietor/ Company/ Firm/ Society/ Consortium of Companies including but not limited to its wholly owned subsidiaries, parent or affiliates registered under Indian Company Act, 1956/ The Partnership Act 1932/ Society Registration Act, 1860	Mandatory			
		2	Bidding firm is an individual corporation/ company.	Mandatory			
		3	Bidding firm is a Consortium of companies/ firms.	Optional			
	B	1	The Bidder possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described in the RFP document.	Mandatory			
		2	The bid is complete in all respects and covers the entire scope of work as stipulated in the document.	Mandatory			
		3	Bidders is meeting the Eligibility Criteria	Mandatory			
	C	1	VAT/ Sales Tax Registration Certificate	Optional			
		2	Service Tax Registration Certificate	Mandatory			
		3	Income Tax PAN Number	Mandatory			
		4	Trade Licence/Registration of Establishment	Mandatory			
	D	1	An attested & valid copy of all the above-mentioned certificates along with latest Service Tax and Income Tax return provided	Mandatory			



S. No.	Requirement/Compliance			Whether Mandatory or Optional	Provide Compliance details Yes/No	Ref Page No in RFP	Other details, if any.
	E	1	The Bidder should be in operation anywhere in India for at least Five Years ending FY 2015-16	Mandatory			
<b>2</b>	<b>TECHNICAL</b>						
	A	1	Single Point of Contact Provided	Mandatory			
	B	2	Executed Similar Projects and the Bidder should have successfully delivered for any three years during last five financial years ending FY 2015-16: a) National Level Online/Computer Based Examinations with minimum 1,00,000 (One Lac) candidates per year. b) Minimum three Online/Computer Based Examinations per year of at least 35,000 candidates in each examination.	Mandatory			
		3	The Bidder should have successfully delivered during last five financial years ending FY 2015-16: a) Minimum one Online/Computer Based Examinations of at least 35,000 or more candidates in a single shift b) National Level Online/Computer Based Examination in at least 30 cities with 120 centres or more.	Mandatory			
		4	The Bidder should have ready infrastructure of at least 50,000 computer nodes (Excluding 10% buffer) in 150 cities with validated nodes/computers.	Mandatory			
		5	Documentary evidences in respect of B(1) & (2) must be enclosed	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			

S. No.	Requirement/Compliance		Whether Mandatory or Optional	Provide Compliance details Yes/No	Ref Page No in RFP	Other details, if any.	
	D	1	Organization should own the software being used for conducting the exam.	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	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.	Mandatory			
		4	Organization should have strong quality management and in-house quality assurance group.	Mandatory			
	E	1	The bidder should have on its payroll at least 50 Technical employees	Mandatory			
		2	The bidder should have on its payroll at least 250 total employees.	Mandatory			
	F	1	The Bidder should have successfully completed Online/Computer based Examination, during last 5 years ending FY 2015-16, where at least one assignments of providing same for any Government organization/Autonomous bodies/ PSU's/UGC / AICTE approved Institutions in India where the value of contract/project/assignment should be equal or more than 10.00Cr (INR) (which is equivalent to the estimated order value per year from NIELIT). The proof of contract value	Mandatory			

S. No.	Requirement/Compliance		Whether Mandatory or Optional	Provide Compliance details Yes/No	Ref Page No in RFP	Other details, if any.
		along with completion certificate from the customer shall be submitted				
	2	The Bidder should have successfully completed Online/Computer based Examination, during last 5 years ending FY 2015-16, where at least two assignments of providing same to any two Government organization/ Autonomous bodies/ PSU's/ UGC/ AICTE approved Institutions in India where the value of contract/project/assignment should be equal or more than 5.00Cr (INR). The contract/project/assignments from 2 different customers will only be considered.	Mandatory			
<b>3</b>	<b>Financial Compliance</b>					
	A.	1	Cost of RFP Document of Rs 10,000/-	Mandatory		
		2	EMD of Rs 20,00,000/-	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		
		2	Performance security would remain valid up to 180 days beyond the date of completion of all contractual obligation of the firm/company	Mandatory		
	C	1	Bidder agrees that EMD shall be refunded to the successful bidder on receipt of performance security.	Mandatory		
		2	An average annual turnover of at least Rs. 25 Cr (Rupees Twenty Five Crores Only) during the last three financial years ending FY 2014-15	Mandatory		

S. No.	Requirement/Compliance			Whether Mandatory or Optional	Provide Compliance details Yes/No	Ref Page No in RFP	Other details, if any.
		3	Copies of audited Balance Sheets/ Profit & Loss Accounts/ annual reports of last three financial years ending FY 2014-15 and CA Certificate should be enclosed.	Mandatory			
<b>4</b>	<b>General Terms</b>						
	A.	1	Local Support Office at New Delhi/NCR	Mandatory			
	B	1	No Conflict of Interest	Mandatory			
	C	1	Eligible to Participate in RFP	Mandatory			
	D	1	Providing Evidence for Eligibility	Mandatory			

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

**Annexure 12**

**Power of Attorney**

(On Non Judicial Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company and address of the registered office) do hereby appoint and authorize Mr \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by NIELIT, including signing and submission of all the documents and providing information/responses to NIELIT in all the matters in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For \_\_\_\_\_.

(Signature)

(Name Designation and Address)

**Accepted**

(Signature)

(Name Designation)

Date:

Business Address:

**Annexure 13**

**REPRESENTATIVE AUTHORIZATION LETTER**

Date : \_\_\_\_\_

Ref : \_\_\_\_\_

To

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

Dear Sir,

Ms. /Mr. \_\_\_\_\_ is hereby authorised to sign relevant documents on behalf of the agency for the RFP for “Examination Infrastructure Services & Support for Computer Based Examination”. She / He is also authorised to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorised Signatory

Representative Signature

Company Seal

**EXAM CENTRES REQUIREMENTS****6.01 Minimum Candidate System Pre-requisites**

Screen Resolution	1024 X 768
Operating System	Windows XP and 7
Browser	Internet Explorer 8.0 or above as supported by above Operating systems
Browser settings	IE Java Script enabled Pop-up blocker disabled Paste operations via script enabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled

Candidate system RAM should be Minimum 1 GB and Hard disk should be minimum 60 GB. Web camera to be attached with 2 Mega Pixels resolution. LAN card

**6.02 Minimum Exam Centre Server Prerequisites**

Processor	CPU Speed: 1.5 GHz or above.
RAM	2048 MB or above
Screen Resolution	1024 X 768
Operating System	Windows XP / Windows 7 / Microsoft Windows Server 2003
Browser	Internet Explorer 6.0 or above as supported by above Operating systems
Browser settings	IE Java Script enabled Pop-up blocker disabled Paste operations via script enabled User 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet)

Equivalent suitable system as backup support

**SERVICE LEVEL AGREEMENT**

The selected bidder shall guarantee a uptime of minimum 99.5% for the DC and DR Services

- a) During each examination period
- b) 15 minutes before each examination period
- c) 15 minutes after each examination period

(Any planned shutdown will not be considered for calculating SLA).

The percentage of uptime is calculated for each examination cycle on quarterly basis as follows:

(Total contracted examination minutes in a quarter – downtime during contracted examination minutes)\*100

Total contracted examination minutes in a quarter.

The table below specifies support/maintenance matrix along with mean time to resolve (MTTR).

<b>SN</b>	<b>Services</b>	<b>MTTR1 (HH:MM)</b>	<b>MTTR2 (HH:MM)</b>
1	Online examination services during exam time	0:10	0:10
2	Change of request/ customization	0:30	15 days

- *MTTR1 (Mean Time to Response):-Defined as time taken by the help desk to respond the concerned user over the service desk tool/ phone/Email or in person and acknowledge the problem.*
- *MTTR2 (Mean Time to Resolve): - Defined as time taken to resolve a problem after MTTR1.*



### **15.1 PENALTY TABLE**

In case the vendor fails to meet the above SLA, penalty will be imposed as specified in the table below.

Sr. No.	Services	Penalty
1	Online examination services during exam time	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">                     &gt;=99.5% for each round of examination                 </div> <div style="border: 1px solid black; padding: 2px;">                     &lt;=99.5% for each round of examination                 </div>
2	Change of request/ customization within 15 days	Rs. 1000/- per day of delay or part thereof for each change request
3	Delay in GO LIVE	0.5% of the contract value for every week of delay or part thereof.
4	Non-availability of PC in full working condition to the examinee	Rs. 1000 per affected examinee
5	Non-availability of Recording of Video Surveillance to NIELIT within 4 working days of request from NIELIT	Rs. 1000 per day of delay

2. The problem shall be considered to be solved when the bidder has communicated to the user about the resolution of the incident and the resolution formally recorded.
3. The downtime calculated shall not include the following:
  - a) Any planned shutdown
  - b) Failure or malfunction of any equipment or services not provided by the bidder.
  - c) Failure or malfunction resulting from applications or services provided by NIELIT or its vendors
4. The penalty shall be recovered for delayed services from the payment due or the Performance Bank Guarantee, without prejudice to any other right or remedy available under the contract.
5. The maximum penalty will be upto 10% of the total contract value.
6. In case maximum penalty is imposed for more than two times in a year, NIELIT may revise the SLA penalty cap.

TEXT OF THE PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

BETWEEN

National Institute of Electronics and Information Technology (NIELIT)

AND

-----

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the \_\_\_\_ (month and year) between, on one hand, the President of India, acting through Shri \_\_\_\_\_, designation of the officer, NIELIT (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/S \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe,

consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be

paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Security Deposit)

5.1. While submitting commercial bid, the BIDDER shall deposit an amount of Rs. \_\_\_\_\_ as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of \_\_\_\_\_

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument, as stated in RFP.

5.2. The Earnest Money / Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

## 6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

6.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 7. Fall Clause

7.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. Independent Monitors

8.1. There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the BUYER for this Pact in consultation with the Central Vigilance Commission.

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the Project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the NIELIT, within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

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

#### 10. Law and Place of Jurisdiction

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

#### 11. Other Legal Actions

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

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years on yearly basis or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_

BUYERBIDDER

Name of the Officer.

Designation

NIELIT

Witness Witness

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in> ). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app> .

#### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Click **here to Enroll**” on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the prices bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to NIELIT the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk as mentioned under:

**For any technical related queries** please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002

Note- Bidders are requested to kindly mention the URL of the Portal and Tender Id in the subject while emailing any issue along with the Contact details. For any issues/ clarifications relating to the tender(s) published kindly contact the respective Tender Inviting Authority.

Tel : 0120-4200462, 0120-4001002.

Mobile : 91 8826246593

E-Mail : support-eproc[at]nic[dot]in

#### **For any Policy related matter / Clarifications**

Please contact Dept of Expenditure, Ministry of Finance.

E-Mail : cppp-doe[at]nic[dot]in

#### **For any Issues / Clarifications relating to the published tender(s)**

Kindly contact the NIELIT Tender Inviting Authority

#### **Special Instructions to the Contractors/Bidders for the e-submission of the bids online through eProcurement Portal**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.

14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transamission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

## Annexure-18 Format of BOQ

Tender Inviting Authority: NIELIT

Name of Work: Examination Infrastructure Services & Support for Computer Based Examination

Contract No: 13(509)EXAM/2016

Bidder Name :												
<b>PRICE SCHEDULE</b>												
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )												
NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Shift Type	Infrastructural Price in Rs	Examination Software Services in Rs	Certificate in Rs	Bio Metric in Rs	Webcam in Rs	Video Surveillance (Recording) in Rs	Video Surveillance (Live Feed Online) in Rs	Jammer in Rs	Rate Per Candidate (sum total of column 3 to col 10)	TOTAL Score (20%*P+80%*Q)	TOTAL Score In Words
1	2	3	4	5	6	7	8	9	10	11	12	13
1	Single Shift (P)									0.00	0.00	INR Zero Only
2	Multiple Shift (Q)									0.00	0.00	INR Zero Only
Total in Figures											0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only										