

# Tender

For

Support on conduct of CBT in India  
(Recruitment or Academic Entrance Examination) For  
Various Clients of EdCIL



NIT No.: EdCIL/OTAS/CBT/2023

Dated: 11.10.2023

## EdCIL (India) Limited

(A Category-I "Mini Ratna" CPSE under the Ministry of Education, Government of India)

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## **NOTICE INVITING TENDER**

**NIT No.: EdCIL/OTAS/CBT/2023**

**Dated 11.10.2023**

Online bids are invited on single stage two bid system to select an agency to “Support EdCIL on conduct of Computer Based Test (CBT)-Examination”. Manual bids shall not be accepted.

The tender document shall be downloaded from the electronic tender portal link available at [www.tenderwizard.com/EdCIL](http://www.tenderwizard.com/EdCIL) or EdCIL’s website or Central Public Procurement Portal (CPPP). Aspiring bidders who have not yet registered in the online portal should get registered/enrolled before participating. Interested bidders are advised to go through the instructions provided in “Instructions to Bidders for e-tendering.”

Tenderer who have downloaded the tender from the EdCIL website <http://www.edcilindia.co.in/Etenders> or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, the tender will be completely rejected, EMD would be forfeited, and the tenderer is liable to be banned from doing business with EdCIL.

No manual bids shall be accepted. Technical & Financial Bids should be submitted in the online portal. Please refer to Annexure-28 in this regard.

### **1. Disclaimer:**

The information contained in this Tender or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the EdCIL (India) Limited or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this tender document and such other terms and conditions subject to which such information is provided. This tender is not an agreement and is neither an offer nor invitation by EdCIL to the prospective Bidders or any other person. The purpose of this tender is to provide interested parties with information that may be useful to them in making their financial offers subsequent to this tender. This tender includes statements that reflect various assumptions and assessments arrived at by EdCIL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This tender may not be appropriate for all persons, and it is not possible for EdCIL, its employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this tender. The assumptions, assessments, statements, and information contained in the Bidding Documents may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender and obtain independent advice from appropriate sources. Information provided in this tender to the Bidder(s) is on a wide range of matters, some of which may depend upon

the interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. EdCIL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. EdCIL, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this tender or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way for participation in this tender.

EdCIL also accepts no liability of any nature, whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender. EdCIL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender. The issue of this tender does not imply that EdCIL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and EdCIL reserves the right to reject all or any of the Bidders or BIDs without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its BID, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by EdCIL, site visits, investigations, studies or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder, and EdCIL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

## **2. Introduction:**

EdCIL (India) Limited, is a “Mini Ratna Category-I” Central Public Sector Enterprise under the administrative control of the Ministry of Education, Government of India. The Company offers Project Management and Consultancy Services in the entire education and human resource development value chain within India and overseas.

Clients of EdCIL include most State and Central Govt. Departments including MOE, PSUs, and Autonomous bodies, including IITs, IIMs, IIITs, Navodaya Vidyalaya Samithi, Indian Army, Central Reserve Police Force, etc.

## **3. Vision**

To be the most trusted project management and consultancy organization offering educational and human resource consultancy services.

## **4. Service Spectrum**

EdCIL undertakes end-to-end projects on a turnkey basis from concept to commissioning and

ensures effective management of activities from identification of objectives through continuous monitoring leading to optimal fulfillment of targets within the stipulated time frame.

The verticals have leveraged expertise gained over three decades, strong alliances, and the commitment of dedicated teams to ensure a strong national and global presence for the Company. These have strengthened our core competency in all areas of Education and human resource development. EdCIL presently has strong verticals in the following areas:

**i) Online Testing and Assessment Services (OTAS)**

Based on two decades of expertise in handling offline recruitment tests, the company switched over to offering online recruitment solutions in 2015 to bring in higher transparency and efficiency.

This is the biggest vertical of EdCIL, which has received an overwhelming market response. The clients include Central and State Govts, PSUs and Autonomous bodies, etc. The vertical organizes online recruitment tests across multiple segments of recruitment covering varied sectors of the economy. The company presently also executes an online test project for a client in an overseas location.

Being a PSU targeted towards meeting educational needs, the company focuses on organizing online examinations for the recruitment of teachers & principals as a specialized service. The Company also has the aspiration to address online admissions/assessment requirements of different educational institutions, Central/State PSUs, Autonomous Bodies, and Government Departments including Defense and Para Military Forces.

**ii) Educational Infrastructure Services (EIS)**

Following key services are provided by the vertical covering educational infrastructure management (turnkey execution and project management consultancy) services.

- Concept Design
- Detailed Drawings
- Detailed Project estimate with Bill of Material
- Construction Schedule /Procurement Plan
- Tender documents
- Tender Process Management
- Project construction monitoring
- Incident monitoring
- Modifications in schedule
- Quality Assurance and Control
- Billing and Payments
- Getting Completion / Occupancy Certificates from Statutory Authorities
- Final Project Completion Report with Expense Analysis

**iii) Educational Procurement Services (Lab Equipment, IT products, Furniture etc.)**

Leveraging three decades of experience in the domestic and overseas sector, the following key services are provided by the vertical as part of the Procurement Services focusing on maximizing total cost of ownership (TCO) in the educational and human resource development space:

- Educational Product research
- Vendor empanelment
- Demand Aggregation
- Development of Sourcing Strategy
- E-Tendering
- Bid Analysis
- Finalization of contract
- Order Placement
- Monitoring receipt of shipment including Quality check at client site
- Vendor payment management
- Monitoring AMC/Warranty
- Monitoring client feedback.

**iv) Digital Education Services (DES)**

The Company strongly believes that digitization will be a game changer in addressing quality, quantity, and governance needs in both Schools and Higher education. The Company accordingly focuses on all emerging areas of IT/ICT applications in the sector.

Following key services are provided by vertical as part of the Digital Education Services

- Wi-Fi and Network Solutions
- ERP implementation
- Digitization of Records
- E-content preparation
- Virtual Classrooms
- Smart Campuses
- Online Admission System
- Computer labs

**v) Advisory Services:**

Following key services are offered by the Advisory vertical in the Education (School Chains and Higher education) and HR advisory space:

- Preparation of Detailed Project Reports (DPRs) (Greenfield and Brown field)
- Organization Restructuring (Sectoral/institutional)
- Improving Operational Efficiency
- Digitization Planning
- Designing of Training

- Impact Assessment (ICT/other schemes)
- Designing of new education schemes
- Education content Design

**vi) Overseas Education Services (OES):**

Based on strong MEA/MOE endorsement within India, client confidence, and alliances gained globally over three decades, the vertical execute sponsored and aggregated inbound overseas student admissions and faculty hiring and also effectively meets the individual needs of inbound students willing to study in India.

The vertical focuses on high potential target markets covering mostly SAARC, Middle East, and African nations.

The following services are specifically offered:

- Implementation of 'Study in India' scheme of MOE
- Placement of Overseas Students in select Indian Institutes (sponsored schemes as well as SFS segments)
- Placement of Indian faculty in overseas institutes
- Student/faculty exchanges
- All other Project management and consulting services extended in the domestic sector

**vii) TSG (Technical Support Group):**

This is EdCIL's project management and logistical support vertical (also known as Technical Support Group –TSG) to extend operational support to MOE in implementing several Mega Pan-India projects. The services include:

- Logistical support to various large MOE schemes (e.g. Samagra Shiksha, MDM, MERITE, PMMMNTT)
- Outsourcing of Consultants/Support Staffs etc.
- Event Management Support
- Procurement Services

**5. Aims & Objectives of the Tender:**

EdCIL, on behalf of its clients, conducts various examinations (Recruitment or Academic Entrance Examination) through "Computer Based Test (CBT)" in various cities spread across the country in India and outside India. Countries/Cities abroad can be decided as per requirement on a mutual agreement basis at a later stage.

The examination would typically up to 180 questions to be attempted in a single shift of 2 to 3 hours duration and number of candidates may vary from examination to examination.

EdCIL intends to select an agency on rate contract basis to render "Support on conduct of Computer Based Test (CBT)-Examination", its administration, logistics, processing of results and submission of raw score & final merit list to the EdCIL for declaration of results as per

requirement of EdCIL.

The system shall mainly comprise of the following activities:

- 5.1 Approval of process document for the execution of entire project requirement (Project Plan, deployment of Project Team at EdCIL office (10-15 members), as per the requirement and based on inputs received from end Client.
- 5.2 Design & Development of Application Software for online receipt of applications.
- 5.3 Integration of Payment Gateway with Online Application Portal.
- 5.4 Preparation and issue of e-Admit Cards (for CBT, skill test and interview, etc.) as per requirement. The selected bidder is required to generate the roll numbers for all the candidates for the issuance of e-admit card for every examination. The roll number has to be generated as per the guidelines provided by EdCIL.
- 5.5 Setting up of Help Desk (12 hrs per day x 7 days a week) for handling candidate's query starting from registration process till conduct of the examination including extension on need basis.
- 5.6 Provision of mock tests (link on end client website) on Computer Based Test (CBT) for the practice of Candidates with clear instructions on how to attempt the questions and the examination.
- 5.7 Booking of Test Centres for Computer Based Test (CBT) after due approval from EdCIL.
- 5.8 Allocation of the candidates to the examination centers as per the guidelines provided by EdCIL.
- 5.9 Approval of Invigilators deployment policy from EdCIL.
- 5.10 Conduct of dry run a day before the Examination to ensure smooth functioning of Exam Centre. Once the dry run is completed the selected bidder will not conduct any other examination on the same computers.
- 5.11 Setting-up of Bi-lingual (preferably English and Hindi) Question Paper (MCQ, Descriptive & Skill / Typing / Stenography/ Data Entry Test) based on EdCIL's quality policy for content development.
- 5.12 Fingerprint Biometric registration of candidate (before the start of Exam) and its verification (during exit) along with provision of manual attendance.
- 5.13 Providing the recorded biometric data of the candidates and verification at later stages of recruitment process.
- 5.14 The selected bidder is required to deploy IT Manager, Invigilators, MTS, etc. required for the conduct of the examination.
- 5.15 Coordination in deploying jammer, CCTV surveillance & recording, Biometric, Frisking through HHMD, Thermal Scanning, and Crowd Management facility wherever obtained by EdCIL from its separate empaneled vendor.
- 5.16 Obtaining all statutory clearances for the smooth conduct of CBT.
- 5.17 Setting up of Command Centre/Control Room in EdCIL/end Client's Office.
- 5.18 Conduct of Computer Based Test (CBT).
- 5.19 Reporting of any untoward incident/FIR to local police, as per the advice of EdCIL.
- 5.20 Provision for receipt of candidate representations post-examination.
- 5.21 Submission of candidate responses to EdCIL within 48 hours after the completion of CBT.

- 5.22 Application of Normalization Process as and when required.
- 5.23 Submission of CBT result in a digitally signed and non-editable format as approved by EdCIL.
- 5.24 Timely submission of specific data/inputs as may be required by any statutory/end client/legal authority. Submission of various customized reports as per requirements of EdCIL.

**Note:**

- (a) The (“Tender”) has been invited from Companies / Agencies (“Bidders”) for the empanelment of “Service Providers”.
- (b) Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the complete tender document with a full understanding of its implications.

**6. NIT No. EdCIL/OTAS/CBT/2023 dated 11.10.2023:**

S. No	Particulars	Details
1.	Tender Document issued by	EdCIL (India) Limited, Noida
2.	Authorized Officer for Clarifications	General Manager (OTAS), EdCIL
3.	Availability of e-Tender Document	Tender document will be available on websites from 11.10.2023 to 10.11.2023. Tender document may be downloaded from EdCIL website <a href="http://www.edcilindia.co.in/Etenders">http://www.edcilindia.co.in/Etenders</a> , CPPP site <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> and Tender Wizard.
4.	Estimated volume of work per Year	Approx. 30 Lakhs Candidates per year
5.	Earnest Money Deposit (EMD)	Rs.93 Lakhs (Rupees Ninety-Three Lakh only) – To be submitted in the form of Bank Guarantee / Demand Draft in favour of EdCIL (India) Limited payable at Noida. The bids without EMD shall be summarily rejected.
6.	Last date of submission of original EMD	10.11.2023 up to 01:00 PM at EdCIL Office, Noida.
7.	Bid Validity period	120 days from the date of opening of the technical bid.
8.	Submission of Pre-Bid queries through e-mail only	Pre-bid queries should be sent to <a href="mailto:ugaikwad@edcil.co.in">ugaikwad@edcil.co.in</a> by 19.10.2023. The pre-bid queries received beyond the stipulated date shall not be entertained.
9.	Pre-Bid meeting for queries, if any	On 20.10.2023 at 02:30 PM at EdCIL Office, Noida
10.	Issue of Corrigendum/ addendum/ clarification (if any) online	On 30.10.2023
11.	(a) Last date for submission of Bid	10.11.2023 up to 1.00 PM
	(b) Opening of Technical bid	10.11.2023 at 03.00 PM at EdCIL Office, Noida
	(c) Presentation & Demonstration by Shortlisted Bidders	To be communicated later.
12.	Performance Bank Guarantee (PBG)	(a) 3% of each year’s estimated project value. (b) The Performance Guarantee shall be kept valid upto a period of 90 days beyond the completion of the contract period.

		(c) PBG to be made in favour of EdCIL (India) Limited
13.	Contract Duration	02 years (extendable to 02 more years on a yearly basis based on the bidder's satisfactory performance and EdCIL's internal requirement) (2+1+1 Years)

**Note:**

- (a) **A rate contract is now being entered into.**
- (b) The figure at items no. 4 is estimated only for projection per annum based on past business for conduct of computer-based test.
- (c) The figure based on the business placed with EdCIL may vary as per market demand.
- (d) In the event of the previous year's projection number being exceeded, price will be renegotiated for possible downward revision at the end of each completed contract year for the succeeding year. However, no minimum commitment is made by EdCIL on this account.

**7. Scope of Work:**

**The Scope of Work has been divided into the following three broad phases:**

- (a) Pre- Examination Phase
- (b) Examination Delivery Phase
- (c) Post Examination Phase

All processes of those examination phases shall be carried out by the selected bidder in consultation with EdCIL.

**7.1 Based on the timelines agreed, the following shall be made available by EdCIL:**

- 7.1.1 Work Order for each Project.
- 7.1.2 Copy of final recruitment Notice, Detailed Requirement Document (DRD), Syllabus, and Job Description for various Posts.
- 7.1.3 Template of Admit Card and Confirmation on Template of CBT.
- 7.1.4 Template and Guidelines for Preparation of CBT result.
- 7.1.5 Rules/guidelines/marketing scheme for evaluation.
- 7.1.6 Approved Process document for preparation of results (including Normalization Process wherever applicable) as received from end Client.
- 7.1.7 Any other requirement related to conduct of CBT/Skill Test/ CPT/ Typing/ Stenography Test.

**7.2 Based on the timelines agreed, the following shall be made available by the selected bidder:**

- 7.2.1 Approved Process document for the execution of entire project requirement etc. [Project Plan, Deployment of Project Team at EdCIL office (10-15 members)] based on inputs received from end Client.
- 7.2.2 Design, Development, Testing and Hosting of Online Application Registration Portal.

- 7.2.3 Capability of integration of Digi-Locker for fetching of candidates' testimonials viz. Aadhar details, Marksheet, Birth certificate, etc.
- 7.2.4 Payment Gateway Integration with online application portal for online receipt of application fees within 7-21 days.
- 7.2.5 Provide online dashboard to monitor statistical progress of category wise online registration and submission of applications.
- 7.2.6 Generation of MIS of the Application Fee and Reconciliation.
- 7.2.7 Development of suitable software for generating e-Admit Cards.
- 7.2.8 Facility of Bulk e-mail & SMS.
- 7.2.9 To provide Mock Test Link for practice by the candidates at least 15 days prior to the date of examination. A Process flow video is required to be prepared for a better understanding of the candidates regarding the flow of CBT of that examination.
- 7.2.10 Intimation of e-Admit Cards through E-Mail and SMS alerts.
- 7.2.11 Setting-up of Help Desk (12 Hours per day x 7 Days a week). The Help Desk facility is to be provided at the selected bidder's location through a dedicated Toll-Free Number and e-mail or grievance management portal.
- 7.2.12 To ensure that all queries from candidates through help desk/ e-mail or grievance management portal are replied promptly.
- 7.2.13 Booking of exam centres (after approval of EdCIL), deployment of invigilation staff, and conduct of CBT. No exam is to be scheduled/ conducted in the exam centre other than EdCIL test on the day of exam.
- 7.2.14 The Selected Bidder shall provide a question paper authoring tool that will ensure end-to-end security of the question paper with 256 bit AES encryption along with proper training for the usage of the software.
- 7.2.15 Creation of question papers, moderation, translation and encryption.
- 7.2.16 The question paper of every candidate should have randomized questions and randomized MCQ responses on the consoles at various test centres. The test engine should have the capability to allow/disallow the revisiting of questions as per the requirements of the end client.
- 7.2.17 The decryption of the question papers at the specified time.
- 7.2.18 Setting up of command centre/control centre at EdCIL/ end clients office for real-time monitoring of CBT exam. The bidder to provide 2-3 laptops for command control room having USB/SDMI/VGA access.
- 7.2.19 Conduct of computer-based tests ensuring physical security, data security, information security, network security, web (Computer and network) surveillance and biometric (digital photo and biometric fingerprint) registration and verification (both for candidates and invigilators, etc). The system should have capability for Aadhar based biometric verification of candidates, if desired, by the EdCIL's end client.
- 7.2.20 Processing of candidate's online representation for MCQ question/ answer option after exam.

- 7.2.21 To provide Audit Trail on the day of completion of CBT from the examination centre to EdCIL's end client of the entire CBT and result preparation activities.
- 7.2.22 MIS/ customized report generation/analytics.
- 7.2.23 Complaint Management for queries received from candidates and the end client.
- 7.2.24 Profile of Question Paper (QP) Setters (Academic Qualification & Work Experience without identifiable details).
- 7.2.25 Soft Copy of Candidates Data, Centre Master details having Centre No. and Centre Details.
- 7.2.26 Report on adverse occurrences, including malpractices.
- 7.2.27 Submission of candidate's raw response after the examination, audit trail, attendance sheets and biometric registration data.
- 7.2.28 Preparation of Final CBT result in the specified format as laid down by end client.
- 7.2.29 Conduct of Skill Test and its evaluation. The Skill Test shall mainly comprise of [Typing Test (English/Hindi), Stenography Test.]
- 7.2.30 Submission of invigilators database to EdCIL.
- 7.2.31 Submission of city-wise availability of nodes on a Pan India basis every fortnight to EdCIL.
- 7.2.32 The selected bidder should have an operational office in Delhi/NCR for proper coordination with EdCIL.

**7.3 Project Execution timelines:** The proposed indicative timelines of various activities for the execution of a CBT project is indicated below:

Sl. No.	Activity	Tentative Time (in days)
1.	Handing over of final recruitment notice, detailed requirement document, syllabus and job description as received from end client.	02
2.	Design, Development & testing of software portal for registration of on-line applications, integration of payment gateway and testing.	15
3.	(i) Go-Live of application registration portal. (ii) Resumption of help desk service. (iii) Setting up, moderation and translation of question papers. (iv) Identification and booking of computer-based test centres.	40
4.	Finalization of data and generation of Roll numbers of candidates.	07
5.	Provision of downloadable Admit Card (e-mail, SMS alert) and hosting the admit card link on end client's website	20
6.	Conduct of computer-based test (Duration of exam may vary from single-multiple days and single-multiple sessions as per the requirement).	01
7.	Inviting online representations from candidates related to questions and answers keys post examination.	05
8.	Review of online representations received from candidates.	20
9.	Preparation and submission of final CBT result.	10
	<b>Total (in days)</b>	<b>120</b>

**Note:**

1. The date of start of the above duration shall be reckoned from the issue of final recruitment notice, detailed requirement document and syllabus.
2. The above timelines are to be adhered to. Any delay on account of selected bidder will lead to penalty. In case of circumstances meriting change, the same would have to be through exchange of mail agreed by both the parties.

#### **7.4 Pre-Examination Phase:**

The selected bidder(s) is expected to design the examination plan and examination and get the same confirmation by EdCIL for each project as per template agreed. Broadly, the requirements will be as follows:

##### **7.4.1 Design of application portal and candidate handling process:**

- 7.4.1.1 Approved Process document for execution of entire project requirement etc. [Project Plan, Deployment of Project Team at EdCIL office (4-5 members)] based on inputs received from end Client. The CV of the project team shall be got approved in advance from EdCIL.
- 7.4.1.2 Design, development and testing of online registration portal alongwith integration of payment gateway and capability of integration of Digi-Locker for fetching of candidates' testimonials viz. Aadhar details, Marksheet, Birth certificate, etc.
- 7.4.1.3 Go-Live of application registration portal.
- 7.4.1.4 Handling candidates queries through help desk (Toll free number and e-mail)/ grievance redressal portal.
- 7.4.1.5 Reconciliation and finalization of eligible candidate data.
- 7.4.1.6 Mapping of candidate's details with Exam Centres.
- 7.4.1.7 Validation and verification of identity.
- 7.4.1.8 Attendance and biometric (photograph and thumb impression) handling.
- 7.4.1.9 Machine/seat allocation, invigilator allocation randomly and handling of security parameters.

##### **7.4.2 Complete Security management processes:**

- a) Physical Security
  - b) Information Security
  - c) Server Security
  - d) Network Security
- 7.4.3 Any other processes related to conduct of examination, including mock dry run for the CBT examination at centres finalized by EdCIL.
  - 7.4.4 Approved Process document for the execution of the entire project (Project Plan, Deployment of Project Team, requirement gathering, etc.) based on inputs received from end Client.
  - 7.4.5 The selected bidder shall prepare and provide Standard Operating Procedure (SOP) and documentary manuals for all processes for safe and secure conduct of examination, along with rules for contingency and exception handling/ emergency procedures.

- 7.4.6 The selected bidder shall provide specifications for Hardware and Software required at all stages of the examination at:
- a) Exam centres
  - b) Devices and systems to be used for authentication and
  - c) Audit trail mechanisms required for Exam.
- 7.4.7 The selected bidder shall provide consulting, training, and manpower support to handle the entire Examination. The required hardware, software, and networking shall be installed by the bidder on lease/rent basis, whose cost would be covered under the financial bid.
- 7.4.8 The selected bidder, as per the requirements and directives from EdCIL, shall set-up systems at the required exam centres in India and abroad (The cities where the Test shall be conducted are given at (Annexure-10), ensuring that at least 5% of the systems are available as backup per shift.
- 7.4.9 The selected bidder shall submit list of available exam centres to EdCIL. EdCIL shall select the exam centres from the list submitted by the bidder. The bidder shall further allocate Candidates to the exam centres selected by EdCIL.
- 7.4.10 The selected bidder shall ensure that all exam centres have the prescribed hardware, software, and LAN connectivity for conducting the examination.
- 7.4.11 The selected bidder shall ensure that UPS, Generator, and Air conditioners/cooling facilities are available and functional at each exam centre in each lab for uninterrupted power supply with adequate back-up. Besides, the selected bidder shall also ensure that mobile generators are also available as a back-up to meet out any eventuality.
- 7.4.12 The selected bidder shall ensure proper ventilation and an appropriate cooling system in examination rooms/halls, and each examination rooms/ halls are well lighted for reading and writing.
- 7.4.13 The selected bidder shall carry out a periodic audit at Exam Centres for
- 7.4.13.1 Hardware, Operating System, Processor Speed, RAM, Network and Keyboards etc.
  - 7.4.13.2 Software – Screen resolution and LAN connectivity, Browser.
  - 7.4.13.3 Working condition of UPS, Generator, and Air conditioners cooling system and to ensure periodic preventive maintenance.
- 7.4.14 The selected bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both male and female at each examination centre.
- 7.4.15 The selected bidder shall host and manage the examination process through intranet- based solutions at Exam Centres.
- 7.4.16 The selected bidder shall securely install and implement Question Papers (in English and Hindi or any other regional language as applicable) for “Computer Based Test (CBT)-Examination”.
- 7.4.17 The selected bidder shall generate the e-admit cards based on the logic approval of EdCIL.
- 7.4.18 The selected bidder shall ensure checking of original Identification proof and admit card of the candidates at the main gate of the examination centre.
- 7.4.19 Individual password shall be given to each candidate by the selected bidder at the examination centre prior to start of actual examination.

- 7.4.20 The selected bidder shall ensure that the candidate's passport size photograph is printed and Signature of the candidate is taken on the specific space in the attendance sheet and verification of the signature and photograph in attendance sheet is done vis- à-vis the signature and photograph in the admit card.
- 7.4.21 The selected bidder shall ensure complete biometric registration and verification process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes. The selected bidder shall also provide biometric verification at the completion of examination. Centre wise mismatch report if any shall be provided.
- 7.4.22 The selected bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at exam centres.
- 7.4.23 The selected bidder shall ensure availability of proper Physical security at the examination centres.
- 7.4.24 All pre-examination phase processes shall be carried out by the selected bidder in consultation with EdCIL.
- 7.4.25 **Test Centres:** The selected bidder shall provide a list of examination centres to EdCIL prior to the issue of admit cards for the respective examination. The Test Centres should have the following:
- 7.4.25.1 The Test Centres location (tagging with google map) should be easily accessible through public transport like air, rail, bus, metro, auto etc.
- 7.4.25.2 The examination centres should have all necessary amenities/facilities for PWD Candidates, including wheelchair, ramp, toilet, etc.
- 7.4.25.3 The selected bidder shall ensure that all fire safety requirements are made available at the examination centres.
- 7.4.25.4 The selected bidder shall also ensure that they have all statutory clearances at the examination centres for the deployment of jammers. However, the supply and installation of jammers shall be made through EdCIL's empaneled vendor.
- 7.4.25.5 The Test Centres should have separate Entry & Exit Gates with signages so that smooth entry and exit to/ from the Examination Centres is ensured for conduct of Examination.
- 7.4.25.6 All the Centres should be thoroughly verified by the selected bidder before the scheduling of any EdCIL's examination.
- 7.4.25.7 EdCIL reserves the right to whitelist/blacklist any of the centre(s).
- 7.4.25.8 Any centre previously blacklisted by any of the selected bidder's clients should not be offered to EdCIL without an explicit approval.
- 7.4.25.9 All the test centres should be audited by the internal experts of the Bidder Company.
- 7.4.25.10 The selected bidder shall also ensure that at no point of time they conduct any test in those centres which are blacklisted in other examinations or by any Govt. Bodies/Agency.
- 7.4.25.11 The selected bidder shall not deny/restrict EdCIL, or its end Client representative(s) with identification documents from doing audit/inspection

of examination centres with prior notice.

- 7.4.25.12 In case any examination centre is damaged causing operational break-down/fire/water logging, etc., the selected bidder should have buffer provision for another examination centre including transportation in the same city within the municipal limit so as to shift the candidates and conduct the Examination.

## 7.5 Examination Delivery Phase:

The selected bidder shall deploy adequately pre-screened and trained manpower and ensure the required hardware and software for smooth conduct of examination at each Exam centre in consultation with EdCIL.

**The selected bidder shall make necessary arrangements for the following at each exam centre:**

### 7.5.1 Minimum number of personnel to be deployed:

Exam Centre Administrator/ Centre Superintendent	One [Regular Employee of the Service Provider]
IT Manager	One per 250 nodes (minimum 1 in a centre) [Regular Employee of the Service Provider]
Invigilators	Two per 30 nodes (minimum 2 in a room) with one additional invigilator for every next 30 candidates
Support Staff	Minimum One per 100 candidates (Suitability needs to be justified with Centres) and locations
MTS	Minimum Two per 100 candidates

The above staff should be increased proportionately on the basis of size of the centre in terms of nodes for exam. In addition, the selected bidder should provide a pre-screened and trained City Head for each of the cities of examination.

The staff provided at the Test Centre for the conduct of examination should be from among the round-the-year engaged staff of the selected bidder and as well as of the Test Centre. Centre Superintendent, and Invigilators must be teachers/staffs of a recognized college/school/Institution. The selected bidder should ensure biometric identification of invigilators. The invigilators should be deployed for the examination duty along with Lanyard ID card.

**The selected bidder is required to check the antecedents of each and every personnel deployed by them at the test centre(s)** [i.e. Exam Centre Administrator/Centre Superintendent, IT Manager, Invigilators, Support Staffs, MTS, etc.]. The antecedents of all these personnel are to be verified before their deployment in the examination centres. The selected bidder shall submit a complete process of selection of Invigilators and other staffs to EdCIL. EdCIL reserves its right to collect and verify the details (Identity) of Invigilators and staff deployed at various exam centre(s).

### 7.5.2 Minimum Pre-requisites for Test Terminals:

Screen Resolution	1024 X 768
Screen Size	15 inch or above monitor
Operating System	Windows 7 or higher with appropriate Service Pack/Linux
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems

Browser settings	Java Script enabled Pop-up blocker 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, Keyboard disabled during exam after login
Calculator	The operating system should have the facility of simple calculator

**7.5.3 Minimum Exam Centre Server Pre-requisites:**

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidates' systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 400 machines clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with a time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses are to be acted upon in real time.

- 7.5.4 The Examination shall be computer based with bilingual (Preferably English and Hindi) questions & MCQ responses (both in English and Hindi or any other language as applicable) being provided onscreen on a random basis, without any manual intervention.
- 7.5.5 The selected bidder should be able to conduct the examination with a question paper prepared from battery type. In case of reliance on the question bank process of creation of question, the method of the randomness of selection of question may be pre- vetted by EdCIL and as per the guidelines provided by EdCIL.
- 7.5.6 The Examination Software should have the technical capability to restrict the re-visiting of questions, if required.
- 7.5.7 In case of emergency, the selected bidder should have the competence of creating a question paper for a repeat/cancelled/deferred examination ready with buffer question paper within a period of 21 days.
- 7.5.8 Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- 7.5.9 Computer based exam software should support standard features such as display of details of candidates, detailed instruction regarding login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, simple calculator, display of status of questions with different colour and symbols, switching between sections, switching between Hindi and English languages or any other language as applicable, provision for enlargement of font, negative marking, automatic calculation of test score, navigation to unanswered questions, auto save and prompt for submission.
- 7.5.10 Arrangement of scribe for and other amenities for PWD candidates as per GOI

Norms.

- 7.5.11 The selected bidder shall complete biometric registration process of the candidates before start of examination (digital photo and biometric fingerprint) and after that allow candidates to appear for test at Examination Centres. Similarly, biometric verification will be done after completion of examination. The system should have capability for Aadhar based biometric verification of candidates, if desired, by the EdCIL's end client.
- 7.5.12 The selected bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for the test at Examination Centres.
- 7.5.13 While the examination will be conducted on a local LAN, data of test progress should be transferred to central server every 10 minutes (or as specified by EdCIL) for monitoring purposes. The selected bidder should provide reports to EdCIL to view the test progress at all the Centres during the examination.
- 7.5.14 The selected bidder should have technical competence to rule out unauthorized access to LAN either physically or remotely.
- 7.5.15 The selected bidder would arrange for the necessary servers to conduct the examination at each test centre. One main server and one backup server will be available for every 250 candidates at a test centre.
- 7.5.16 The selected bidder must have the requisite MOU's with the colleges/test centre(s) and who would arrange for the client systems necessary for the conduct of examination at each test centre. There should be at least 5% reserve pool of client systems of the total number of registered candidates in a session at each test centre.
- 7.5.17 There must be adequate spacing between two adjacent seats. Service provider should arrange for a partition of appropriate size between adjacent seats.
- 7.5.18 The service provider must maintain two hours gap between shifts in order to organize proper entry and exit of candidates and for other activities.
- 7.5.19 At the test centre, main server, backup server, and client systems would be provided with functional UPS with generator backup. Uninterrupted power supply should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.
- 7.5.20 The selected bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 7.5.21 The selected bidder shall obtain candidate's feedback through an online Feed Back Form, after the examination is over.
- 7.5.22 The selected bidder shall provide rough paper sheet/s to the candidates as per requirement.
- 7.5.23 The selected bidder shall monitor and supervise Exam Centre activities on the monitoring console to be installed by the selected bidder in EdCIL, Noida/end Client's office. The data should be real time generated from each Exam Centre during the examination.

7.5.24 At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 4 hours from each exam centre. Other data such as attendance sheet, seating plan, application PDF etc. (if any) should be sent to EdCIL within 7-10 days of the conclusion of the examination.

## **7.6 Post Examination Phase:**

- 7.6.1 A detailed process document with respect to the preparation of results will be prepared by the selected bidder and handed over to the authorized representative of EdCIL for approval.
- 7.6.2 The selected bidder shall calculate marks obtained by each candidate as per the requirement and marking scheme to be provided by EdCIL. The selected bidder shall also be required to make scorecards of the candidates to be hosted online for candidate's access as per end client requirement. The final CBT result shall be submitted by the selected bidder in digitally signed & non-editable format to EdCIL.
- 7.6.3 The candidate's responses, biometric, photograph, audit trails, should be uploaded automatically from the local server to the selected bidder's data centre in a secured manner. There should not be any traces of any data pertaining to candidate(s) whatsoever post uploads left on the exam centre server.
- 7.6.4 The selected bidder should be able to handover the raw responses/data to EdCIL immediately (same day) after the candidate's response is uploaded from local exam server. The software should have the capability to take the answer key post examination. The data also needs to be uploaded to a server at the Master Control Facility of the selected bidder. After confirmation of proper transfer of data to the server, the Test Administrators of the selected bidder in the presence of EdCIL representatives, should demonstrate complete automatic deletion of the responses and audit trails in the hard disc of the examination center's main and backup server.
- 7.6.5 The selected bidder should be able to provide link to each candidate its own response after the examinations in order to raise any objection/queries with respect to questions, candidate's response, and answer key (s).
- 7.6.6 The selected bidder shall provide biometric registration data (on the day of examination) of all the candidates captured during examination, in the desired format, for verification purposes during subsequent stages of the admission/recruitment process.
- 7.6.7 The selected bidder shall provide Post Examination Analytics Report in the following manner:
- 7.6.7.1 Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of EdCIL.
  - 7.6.7.2 Candidate (s)performance Analysis (Post wise, Shift wise, Centre wise, area-wise, discipline wise, gender-wise, etc.).
  - 7.6.7.3 Psychometric Analysis of Question Papers.
  - 7.6.7.4 Analyse audit logs and provide a summary of audit logs like number of clicks, time log, MAC, IP address etc.

7.6.7.5 To provide audit trail & related report of result preparation in order to ensure that there is no tampering taken place during result preparation.

7.6.7.6 To provide forensic analysis report regarding proxy candidates, unfair means report etc.

7.6.7.7 Any other reports by analyzing the data stored, whenever required by EdCIL.

7.6.8 The selected bidder shall provide documented inputs and support for handling.

7.6.8.1 Candidates' queries

7.6.8.2 Press queries

7.6.8.3 RTI queries

7.6.8.4 Court Cases

7.6.8.5 Any other Enquiry

**Note:**

1. The selected bidder will have to carry/demonstrate a complete System Test Run (STR) with test data to EdCIL before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The selected bidder should also be able to demonstrate Application server logs to capture all errors, warnings, and exceptions that are generated in applications along with the time at which they occurred.
3. **Test Data Archiving:** The selected bidder shall archive the result and other examination data for future references till completion of contract period including extended contract period.
4. **MIS Generation/ Customized Reports:** The selected bidder shall provide adequate information as per the requirement of EdCIL within a maximum period of 5 working days from the date of request.

**8. Bid Security/Earnest Money Deposit (EMD)**

8.1 The Bidder should submit EMD with technical bid through Bank Guarantee/ Demand Draft drawn in favour of "EdCIL (India) Limited" payable at Noida from any Nationalized Bank. The Bid submitted without EMD would be considered as UNRESPONSIVE and will not be considered. In case EMD is submitted in the form of BG, the BG should be at least valid for 45 days beyond the bid validity date. The Bank Guarantee format for Bid Security is at Annexure-17.

8.2 "Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)" are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule are, however required to submit a signed Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the tender document, they will be suspended for the period of 12

months from being eligible to submit Bids for tenders with EdCIL.

8.3 The selected Bidder's Earnest Money Deposit will be retained till completion of the Contract Period.

8.4 The Earnest Money Deposit shall be forfeited:

8.4.1 If a Bidder withdraws its Bid during the period of bid validity or

8.4.2 If the Bidder fails to accept corrections of arithmetic errors identified by the EdCIL in the Bidder's Financial Bid, if any or

8.4.3 In case of a selected Bidder, if the Bidder fails:

8.3.3.1 To sign the contract form in accordance with the terms and conditions.

8.3.3.2 To furnish performance security/security deposit as specified in this tender.

**8.5 Exemption from paying Earnest Money Deposit:**

Bidders registered with MSME are exempted from submission of EMD and other guidelines by the MSME Ministry, GOI applicable as on the date of NIT.

**8.6 Refund of EMD:**

8.6.1 The EMD will be returned to the unselected Bidder(s) after completion of the selection process.

8.6.2 Earnest money will be forfeited if a bidder unilaterally withdraws the offer or unilaterally amends, impairs or rescinds the offer within the period of its validity.

8.6.3 In the Case of Successful Bidder, the EMD shall be refunded after completion of the Contract Period.

**9. Essential Pre-Qualification Criteria:**

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

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No) with ref. page. No.
<b>1</b>	<b>Bidder's Profile</b>		
1.1	The bidder should be a company/firm registered in India. The registered bidder should be operating in India for a minimum of last 5 Financial Years ending 2022-23 with an objective of offering relevant Computer Based Test Services in examination-based projects to Government Departments or Central/ State PSUs in India.	Certificate of Incorporation/ Registration/ Partnership deed - Certificate of commencement of business (if applicable) along with copy of Memorandum of Association and Articles of Association of the	

<b>Sl. No.</b>	<b>Criteria</b>	<b>Documents Required for Technical Evaluation</b>	<b>Compliance (Yes/No) with ref. page. No.</b>
		Company	
1.2	The bidder should have at least regular 1,000 technical employees (Graduate with relevant IT knowledge) employed in-house in India for development of software for conduct of examination, maintenance of software, networking and data security.	Proof of ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
1.3	Bidder should own the source code of the application software and all its components.	Self-Certificate by Authorised Signatory	
<b>2</b>	<b>Bidder's Certification</b>		
2.1	CMMI level certificate is necessary for Service & Development Organization Development along with proof of result published on CMMI website at <a href="https://www.cmmiinstitute.com/pars/">https://www.cmmiinstitute.com/pars/</a> . The bidder's CBT software should be STQC certified or the processes meet ISO 9001, ISO 20001 & ISO 27001 standards. The Online Application and CBT software must be CERT-In certified as per security audit requirements specified by CERT-In.	Copy of valid CMMI Level certificates, copy of valid STQC/ISO certificate(s), Copy of valid Cert-In certificates	
<b>3</b>	<b>Bidder's Financial Turnover</b>		
3.1	Average turnover of the bidder should be minimum Rs.300 crores in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23). The turnover should be of the bidder and not of the group companies or consortium/JV. Organization must be profitable in last 3 financial years ending 31 <sup>st</sup> Mar 2023.	Copy of the certified and audited Profit & Loss Account and Balance Sheet for FY 2020-21, FY 2021-22 and FY 2022-23	
3.2	Average annual turnover of the bidder from Computer Based Test should be minimum Rs. 100 crores in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23).	Certificate from practicing Chartered Accountant	
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in INDIA</b>		
4.1	The bidder should at least have five years of experience in Computer Based Test (CBT)	Copy of work order/contract for respective financial years	
4.2	The bidder must have successfully executed at least 5 (five) (conduct of CBT) projects of 02 (two) Lakh candidates each on all India basis, out of which at least one project should be Conduct of Computer based Examination of at least 1,50,000 candidates scheduled in a single shift.	Copy of work order / contract along with completion certificate from Client	

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No) with ref. page. No.
<b>5</b>	<b>Bidder's Infrastructure Capability</b>		
5.1	The bidder must have (owned/outsourced) primary data centre with DR site infrastructure for Data Security. Both the data centres should be located in India in different seismic zones. The data centre must be Tier III & above and ISO certified. Data centre should be certified as per the Meity, Government of India Guidelines.	Copy of document in support of owned/outsourced Data Centre	
<b>6</b>	<b>Statutory Requirements</b>		
6.1	Permanent Account Number (PAN)	Copy of PAN	
6.2	Tax Deduction Account Number (TAN)	Copy of TAN	
6.3	Goods and Services Tax (GST) Registration	Copy of GST Registration Certificate	
6.4	Employees' Provident Fund (EPF) Registration	Copy of EPF Registration certificate	
6.5	Employees' State Insurance (ESIC) Registration	Copy of ESIC Registration Certificate	
6.6	The bidder is not blacklisted for any corrupt and fraudulent practices by Central/ State Government Departments / Public Sector Undertakings / Autonomous Bodies/ Central Vigilance Commission (CVC) with regard to the works executed by it as on the day of bid submission.	Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only)	

**9.2 Disqualification of Bidders:** Even though bidders may satisfy the above requirements, they may be disqualified if they have:

9.2.1 Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document and/or have record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.

9.2.2 If bidder is engaged in any activity involving conflict of interest such as conducting of coaching classes etc., which can influence the conduct of professional exam. **The selected bidder shall have to give an undertaking on stamp paper that there is no linkage of any kind between the bidder and any coaching institutes/ centre(s), etc.**

9.2.3 The databases generated from the examinations shall belong to EdCIL and the respective end client. The bidder shall not share the same with any third party.

## **10. Evaluation of Bids:**

The selection of the agency will be based on **Quality and Cost Based Selection (QCBS)**. There will be 70% weightage for Technical Evaluation and 30% for Financial Evaluation.

### **10.1 Technical Evaluation:**

10.1.1 Detailed technical evaluation shall be carried out by a Tender Evaluation Committee constituted for this purpose by EdCIL along with other conditions in the

tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.

10.1.1.1 Technical Bid will be assigned **Technical Score (TS) out of a maximum of 100 marks**, as per the Scoring Model provided below. Technical evaluation will be based on the criteria given below:

- a) Prior experience of the vendor in conducting “Computer Based Test (CBT)-Examinations”.
- b) Capability of the vendor to develop the required software.
- c) Availability of adequately trained personnel in the Company to conduct the examination in the required number of Centres and cities, and
- d) The vendor must submit city-wise list of nodes vetted and available as on date of submission of bids.
- e) Standing of the agency and its financial position.
- f) Security and software quality certifications.

10.1.1.2 The Tender Evaluation Committee will call the bidders for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work. However, whether to call the bidder for further discussion or not is at the sole discretion of the Tender Evaluation Committee constituted for the purpose.

## 10.2 Marking Criteria for Technical Evaluation of Bids

Following Scoring Model will be followed for technical evaluation of the bids: -

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
<b>1</b>	<b>Bidder’s Profile</b>	<b>16 Marks</b>			
<b>1.1</b>	Overall IT staff strength (Graduate with relevant IT knowledge) [Project Management/ Development/ Quality Assurance/ Implementation/ Operations]	<b>8 Marks</b>		ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
	1-999	00			
	1000-1499	04			
	1500 – 1999	06			
	2000 & above	08			
<b>1.2</b>	<b>Software /Solution</b>	<b>08 Marks</b>			
<b>1.2.1</b>	Organization should own the source code of the application software.	04 Marks		Self-Certificate by Authorised Signatory	

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
1.2.2	The organization should have in-house 100 technical personnel (Graduate with relevant IT knowledge) to maintain software and data used to conduct the exam and should follow well defined Software Change Management processes to manage changes in the software.	04 Marks		ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
<b>2</b>	<b>Bidder's certification</b>	<b>08 Marks</b>			
<b>2.1</b>	<b>CMMI level (Organisation-Services &amp; Development)</b>	<b>04 Marks</b>		Self-attested copies of relevant certificates	
	CMMI level 3 Services & Development	01			
	CMMI level 5 Services & Development	04			
<b>2.2</b>	<b>STQC &amp; ISO Certifications</b>	<b>04 Marks</b>		Self-attested copies of relevant certificates	
	ISO 9001, ISO 20001 & ISO 27001 Certification	02			
	CBT Software STQC Certified	02			
<b>3</b>	<b>Bidder's Financial Turnover</b>	<b>12 Marks</b>			
<b>3.1</b>	<b>The bidder's Average Annual Turnover during last three consecutive financial years ending 31.03.2023 should be INR 100 crores or more in India from Computer Based Examination. Organization must be profitable in last 3 financial years ending 31.03.2023.</b>	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered Accountant	
	Less than 100 Crore	00			
	>=100 Crore and <150 Crore	03			
	>=150 Crore and above	06			
<b>3.2</b>	<b>The average turnover of the bidder should be minimum INR 300 crores in last three consecutive financial years ending 31.03.2023. The turnover should be of the bidder and not of the group companies or consortium/JV. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc.</b>	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered Accountant	
	Less than 300 Crore	00			
	>=300 Crore and <=350 Crore	03			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	>350 Crore and above	06			
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in India</b>	<b>20 Marks</b>			
<b>4.1</b>	<b>Number of Years in Computer Based Test (CBT)</b>	<b>04 Marks</b>		Customer experience certificate/ work order	
	Less than 05 years	00			
	>= 5 Years to <=10 Years	02			
	> 10 Years	04			
<b>4.2</b>	<b>Maximum Number of candidates appeared in CBT in single shift during FY 2020-21, FY 2021-22 &amp; FY 2022-23.</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	<1,50,000 Candidates	00			
	>=1,50,000 and <2,00,000 Candidates	06			
	>=2,00,000 & above Candidates	08			
<b>4.3</b>	<b>Number of academic/recruitment Assignments completed with 2,00,000 or more candidates in India during FY 2020-21, FY 2021-22 &amp; FY 2022-23.</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	Less than 5 assignments	00			
	5 to 10 assignments	05			
	More than 10 assignments	08			
<b>5</b>	<b>Bidder's Infrastructure Capability</b>	<b>16 Marks</b>			
<b>5.1</b>	<b>Owned/Hired Certified Nodes (available with minimum 250 nodes in 80% of Total centers and atleast 100 Nodes in remaining 20% of Total centres) in India.</b>	<b>08 Marks</b>		(Self-Certified copy of State/City wise capacity of each to be attached)	
	<1,50,000 Nodes	00			
	>=1,50,000 <2,00,000 Nodes	06			
	>=2,00,000 & above Nodes	08			
<b>5.2</b>	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	<b>08 Marks</b>		Proof of data centre - self-declaration or ownership certificate	
	Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/group of companies with Cert-in/ ISO Certified infrastructure	04			
	Tier IV Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/	08			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	group of companies with Cert-in/ ISO Certified infrastructure				
<b>6</b>	<b>Approach and Methodology</b>	<b>08 Marks</b>			
<b>6.1</b>	<p>The marks for Approach and Methodology will be awarded by the Committee based on the Presentation &amp; Demonstration made by the bidder</p> <p>The break-up of marks would be as under:</p> <ol style="list-style-type: none"> <li>1) Process Competence – 02 Marks</li> <li>2) Technology Competence – 02 Marks</li> <li>3) Team Competence – 02 Marks</li> <li>4) Vulnerability Mitigation – 02 Marks</li> </ol>	08			
<b>7</b>	<b>Exam Software System</b>	<b>20 Marks</b>			
7.1	<p>Exam software system is able to detect, log and prevent if any candidate utilizes another communication mechanism/device (external or internal hardware in node) for cheating.</p> <p>The communication mechanism/devices include Bluetooth, Wifi, Internet, KVM switch, USB, Hard Drive, Dongles, and Camera</p>	10*			
7.2	<p>Exam software system is able to detect, log and prevent network intrusion during the conduct of the exam. This includes foreign traffic from unknown nodes, external network to the exam nodes and the centre server.</p>	5*			
7.3	<p>Exam software system is able to detect, log and prevent attempts which can interfere with the integrity of the exam on node. This should include addition of hardware, interference from unauthorized software or service</p>	5*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	and external network traffic.				
7.4	Strong access controls are maintained before, during and after the exam on the centre server and Central Server containing results data.	10*			
7.5	The bidder maintains integrity of the exam software installed on the exam node. Mechanisms are in place to assess the integrity of the software (version, executable and randomization of the questions/ answers) before usage during exam.	5*			
7.6	The bidder generates and maintain accurate mapping of candidate to the centre, shift and exam node. All changes to the candidates exam node during exam is captured accurately.	7*			
7.7	The bidder captures and records all user access logs of all critical IT infrastructure. The infrastructure includes exam centre servers (primary, backup, and registration), candidate node (candidate log), routers/switches used at the exam centres, and central server. The access logs should capture both network and physical user access activities, and all required details (who performed, what action performed and what time).	10*			
7.8	The bidder maintains accuracy of time during the conduct of the exam. This includes how time is maintained at exam centre (node time, exam start/stop, extra time, candidate breaks, and PwD) and the activities performed from Central Server (communication with centre servers).	5*			
7.9	The bidder sanitises the exam related data on the exam centre	4*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	servers (primary, backup and registration), exam node and at Central Server after the execution of exam.				
7.10	The bidder takes an inventory of the hardware and software configuration of all nodes, servers, network switch/router that is used in the conduct of the exam.	5*			
7.11	Exam software system should have the capability to add video type questions.	4*			
7.12	Handling of network failure during exam (between center and HQ or center server and candidate computer).	4*			
7.13	Detection and prevention of remote access of candidate computer.	5*			
7.14	Encryption of network traffic between candidate node, servers and data center.	5*			
7.15	Security of question paper preparation and upload to bidder's software.	10*			
7.16	Detecting and preventing malpractice related to unscheduled candidates at exam center.	6*			
	Subtotal 7.1 to 7.16	100*			
<b>Total Score</b>		<b>100</b>			

**\* The total marks out of 100 in point 7 will be scaled down to 20. For example, any bidder scoring 80 marks out of 100 in point 7 (sum of 7.1 to 7.16) will the awarded 16 marks  $\{(80/100) * 20 = 16$  marks}.**

**Bidders scoring 70% or more scores as per the above criteria will be considered technically qualified. Also, bidders must score 65% or more in "Exam Software System" (point 7 of the marking criteria) scheme to be considered technically qualified.**

### **10.3 Financial Evaluation:**

The Financial Bid of only those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible bidders, who may like to be present. EdCIL shall inform the date, place and time

for opening of the Financial Bid to the technically eligible bidder(s).

**The amount quoted for “Examination Conducted in India” (please refer to Financial Bid Table A at Annexure-10) will alone be considered for evaluation of the financial bid for interse merit position. However, EdCIL reserves the right to operate any optional item at the accepted rate in case of requirement.**

The **Financial Scores (FS)** would be normalized on a scale of 100 as per the formula given below, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation.

**FS = (Fmin/Fb) \* 100 (rounded off to 2 decimal places), where**

FS = Normalized Financial Scores for the Bidder under consideration

Fmin = Lowest absolute financial quote received

Fb = Absolute financial quote by the Bidder under consideration

#### **10.4 Final Evaluation Criteria - Quality and Cost Based Selection (QCBS):**

**Composite Score (CS) = TS \* 0.70+ FS \* 0.30**

The Bidder with the highest Composite Score (CS) would be awarded the contract.

#### **11. Important Instructions:**

- 11.1 The bidder shall be single point of contact with EdCIL and shall be solely responsible for the execution and delivery of the work. The Bidder will provide the complete end-to-end solution for conduct of computer-based test.
- 11.2 The bidder should have all relevant facilities and logistics available to execute the work. The bidder’s CBT software should be STQC/ Cert-In certified and the processes should meet ISO 9001, ISO 20001 & ISO 27001 Certification standards. The CBT software should meet the cyber security audit requirements as specified by MeitY, Government of India, i.e., audited and certified by Cert-In’s empaneled agency. The bidding agency shall ensure that such certificate(s) is valid through the agreement term. Any renewal of such certificate(s) shall be the sole responsibility of the bidding agency without any recourse to EdCIL in any manner whatsoever.
- 11.3 The Bidder should have the capability to provide infrastructure in all the major cities in India and abroad with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained invigilators, adequate security measures and due diligence etc.
- 11.4 The bidder must show and submit a suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes, additional center locations, transport facility, candidates’ data, etc.
- 11.5 The selected bidder shall obtain declaration from their personnel (employed by them for the work in the concerned examination) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the concerned examination.

**12. Source Code:**

- 12.1 The bidder should have all the necessary components and dependency of source code of computer-based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by EdCIL must be met immediately.
- 12.2 Different versions of Software code should be managed appropriately in a standard version control system within the organization.
- 12.3 Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
- 12.4 The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
- 12.5 The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to cyber-attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- 12.6 The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
- 12.7 Proper security provision for source codes shall be maintained.

**13. Technology vulnerability reduction**

- 13.1 The selected bidder shall ensure that the examination is conducted in the secured channel where no external network penetration is possible.
- 13.2 The selected bidder shall ensure that the soft copy of Centre Master having Centre No. and Centre details provided to EdCIL for conducting the examination shall be final. No change shall be made by the selected bidder in the list without approval from EdCIL. However, EdCIL reserves the right to cancel/ change any centre/invigilator.
- 13.3 The selected bidder shall accommodate inspection of EdCIL/end Client's representatives based on proof of identity provided, as and when required.
- 13.4 Project execution life cycle: The proposed timelines.
- 13.5 The proposed software should be Govt. of India compliant CERT-IN certified for IT security i.e., audited and certified by Cert-In's empaneled agency.
- 13.6 The bidder must use 256-bit encryption for Question paper storage and transfer and ensure that there is error free/leakage free decryption of question paper(s) at candidate console /panel as per time given in the admit card.
- 13.7 The system should support question randomization with option shuffling, ensuring that no two adjacent question papers area like.

- 13.8 The final question paper would be password protected and time stamped by a responsible official of bidder and the bidder will never share the password with other than their authorised official.
- 13.9 The bidder should provide web application to monitor, from the command centre at EdCIL/end Client's Office (as per requirement), the pre- examination, during examination and post examination activities for all the Centres in India and abroad.
- 13.10 The selected Bidder would be required to follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, QA Certification and Deployment into production.
- 13.11 The selected Bidder must employ multiple backup systems, including offline backups to securely maintain the software and its corresponding source code.
- 13.12 The selected Bidder would be required to have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of selected test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
- 13.13 Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery, etc.
- 13.14 The selected Bidder would be required to design a high-performance system and conduct performance tests to verify selected achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam. Under no circumstances any computer node used by examinees goes to "sleep mode" during the entire examination.
- 13.15 The selected Bidder would be required to design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- 13.16 Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional centre locations; candidate's data etc. should be maintained by the Bidder. The Bidder has to clearly indicate this plan in the technical proposal.
- 13.17 The selected Bidder should be able to support the entire solution (in cities within India and outside India where the exam would be conducted) on 24 hours x 7 days basis with a maximum response time of 3 hours.
- 13.18 The bidder should have a proven system of ensuring the confidentiality of the content of the examination. All legal liability civil and/or criminal against any violations would be the responsibility of the selected bidder.

**14. Amendment:**

- 14.1 At any time before the submission of bids, EdCIL may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
- 14.2 If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit a revised bid and the deadline for submission of bids will be extended by EdCIL.
- 14.3 The criteria and conditions are subject to change after a decision post pre-bid meeting, if and as necessitated.
- 14.4 Tenderers may regularly go through the website since all the corrigendum addenda/subsequent notices shall only be published on the website.

**15. Content Management and Results:**

- 15.1 The bidder is required to submit content creation methodology, the process of identification of subject matter experts (SMEs), qualification and experience level of SMEs. The bidder has to submit the list of domains for which the content has been created by bidder. The responsibility with respect to the correctness of the setting up, moderation and translation of question paper (Multiple Choice & Subjective Type Questions) along with the MCQ options lies with the bidder. EdCIL reserves its right to provide content policy from time to time which will be binding on the selected bidder.
- 15.2 **Result Processing:** The selected bidder shall ensure that the results are processed as per the marking criteria provided by EdCIL and take utmost care to make the results error free. The selected bidder shall provide legally accepted statistical method for normalization of the scores of candidates wherever the examination is conducted in more than one shift.
- 15.3 In case of any query/investigation, the selected bidder will provide all justifications supported by documentary evidences for content, preparation of results, free and fair conduct of examination on any other matter relating to any/entire examination process.
- 15.4 At any time before the submission of bids, EdCIL may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit a revised bid and the deadline for submission of bids will be extended if required by EdCIL. EdCIL has right to cancel or modify the tender.

**16. Appointment of Successful Bidder:**

**16.1 Award Criteria:**

EdCIL will award the Contract to the successful bidder whose proposal has been determined to be the most responsive bid as per the process outlined above.

**16.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s):**

EdCIL reserves the right to accept or reject any or all proposal, and to annul the

tendering process / Public procurement process and reject any or all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders.

**16.3 Notification of Award:**

Prior to the expiry of the validity period, EdCIL will notify the selected bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, EdCIL may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected bidder's furnishing of Performance Bank Guarantee, EdCIL will notify each unselected bidder and return their EMD.

**17. Performance Guarantee:**

17.1 The selected bidder(s) will provide an irrevocable, unconditional Performance Bank Guarantee (Annexure-12) from a Nationalized Bank in India within 15 days from the date of award of work, for a value equivalent to 3% of estimated value of each project assigned to a bidder from time-to-time. The selected bidder has to increase proportionately the value of Performance bank Guarantee whenever the estimated project value goes up. The Performance Guarantee shall be kept valid upto a period of 90 days beyond the completion of the contract period.

17.2 The Performance Guarantee (PG) shall contain a claim period of 90 days from the last date of validity of PG. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit a performance guarantee within the time stipulated, EdCIL at its discretion may cancel the order placed on the selected bidder without giving any notice. EdCIL shall invoke the performance guarantee wherever deemed fit.

17.3 No interest will be paid to the selected bidder on the Performance guarantee.

**18. Insurance:**

18.1 It will be the responsibility of the bidder to insure their deputed manpower and equipment against any casualties, eventualities or accident at the examination venue or otherwise before / during /after the examination.

18.2 EdCIL will bear no responsibility for the cost and consequences or any other liabilities arising therefrom.

**19. Signing of Contract:**

After EdCIL notifies the selected bidder that its proposal has been accepted, EdCIL shall enter into a contract (Annexure-15), incorporating all clauses, pre-bid clarifications and the proposal of the selected bidder between EdCIL and the selected bidder with mutually agreed terms and conditions.

**20. Terms of Payment:**

20.1 The payment to the selected bidder shall be made in Indian rupees and shall be paid only after the selected completion of each examination cycle without any deficiency. No advance payment (including payments of handling charges / service charges, etc.)

shall be made to the bidder. Stage Payment for services shall be made by EdCIL in Indian rupees as follows:

- 20.1.1 25% of the Project Cost after generation and hosting of e-admit cards of each examination.
- 20.1.2 50% of the project cost after successful conduction of examination of respected examination cycle.
- 20.1.3 25% of the invoice amount after submission of final CBT result, audit trail, candidate data, application PDF and any other examination related deliverables.
- 20.2 TDS will be deducted as per rule.
- 20.3 Taxes as applicable would be paid extra.
- 20.4 All payments to Service Provider will be made by NEFT / RTGS for which necessary IFSC code and bank details will be intimated by the Service Provider.
- 20.5 The selected bidder has to sign an agreement on non-judicial stamp paper. In case the selected bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the selected bidder in addition to damages and penalty.

**21. Penalty and Liquidated Damage:**

<b>Sr. No.</b>	<b>Description</b>	<b>% of penalty</b>
1	Time overrun beyond the timelines indicated against each deliverable in project execution timeline at Note (c) of para 5.	0.5% per day of delay of respective exam project value
2	Wrong question/ answer options	Rs. 20,000 per error
	Out of syllabus	Rs. 50,000 per question
	Repeat of questions more than 1% (in case of multiple shift)	Rs. 25,000 per question
	Upload of wrong question paper	25% of the exam value plus re-exam at the cost of service provider
	Examination delayed beyond 30 mins at any centre	Rs. 1,000 per candidate for delayed number of candidates
	Examination delayed for more than 01 hour at any centre	Rs. 5,000 per candidate for delayed number of candidates
	Non-availability of 5% buffer system	Rs. 5,000 per unavailable buffer node
3	Non-availability of invigilators as per defined standards	Rs. 5,000 per invigilator
4	If any exam could not be conducted on account of any non-performance of service provider or due to lack of service provision/delivery as per the scope of services in RFP	100% of the respective project value with liquidated damage will be recovered and No payment for such exam will be made to service provider with any other legal action being reserved.
5	If the service provider is unable to provide time slot for conduct of the examination	01% of the Project Cost per week of delay

	beyond 2 months from the date of issue of order	
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- 21.1 The above penalty would be levied only on account of delay/ non-performance attributed to vendor. At any time, the cumulative penalty value will not increase 10% of the total exam value.
- 21.2 In case of non-fulfillment of the selected bidder's specific obligation as under the contract, which non-fulfillment leads to data loss/ non-compliance of event-based log/ data saving. The selected bidder shall indemnify EdCIL to the extent of any loss suffered by EdCIL as a result of such data loss/ non-compliance of event-based log/ data saving. However, the total liability of the selected bidder under this clause as well as under any other clause of the contract shall be limited to total amount payable for that particular exam by EdCIL to the selected bidder (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.
- 21.3 If the selected bidder fails or neglects any of the bid obligations under the contract, it shall be lawful for EdCIL to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 21.4 In case of default noted which is deemed to be of more serious nature compromising on the integrity of the exam, EdCIL reserves the right to recover any cost of damage as is imposed on EdCIL and additionally also recover cost of loss of brand while reserving its right to claim any legal damage as deemed fit.
- 21.5 In case the examination is re-conducted due to reasons attributable to the bidder, then the entire cost for re-conduct of the examination alongwith other associated expenditures shall be borne by the bidder and no extra payment on this account will be made by EdCIL. In addition, EdCIL shall be free to forfeit either whole or any part of performance security.
- 21.6 The penalty shall be recovered alongwith GST as per prevailing Government of India guidelines.
- 21.7 EdCIL's decision on the penalty would be final.

**22. Time Frame:**

The selected bidder would be required to make the system up and operational within a period of 30 days from the date of signing of Contract.

**23. Information security and data privacy:**

- 23.1 The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.
- 23.2 The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti- spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

## **24. Fraudulent and Corrupt Practices:**

24.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this tender, EdCIL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, EdCIL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such bidder’s Proposal. EdCIL will be at liberty to take civil or criminal legal recourse against the Bidder and/or its agent as per law.

24.2 For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of EdCIL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of EDCIL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of EdCIL in relation to any matter concerning the Project;
- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by EdCIL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## **25. Force Majeure:**

- 25.1 Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or EdCIL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- 25.1.1 Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
  - 25.1.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
  - 25.1.3 Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.
- 25.2 The selected bidder or EdCIL shall not be liable for delay in performing his/her obligations resulting from any force majeure causes referred to and/or defined above. Any delay beyond 30 days shall lead to termination of the contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, and confidentiality survive termination of the contract. However, EdCIL shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

## **26. Termination**

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

**26.1 Termination of The Contract:** The Contract is liable to be terminated if the Service Provider:

- 26.1.1 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
- 26.1.2 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
- 26.1.3 Abandons the work; or
- 26.1.4 Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or
- 26.1.5 Fails to adhere to the agreed program of work; or
- 26.1.6 Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or Performance is not satisfactory; or
- 26.1.7 If the Service Provider obtains the contract with EdCIL with illegal manner;
- 26.1.8 Information submitted/furnished by the contract are found to be incorrect.

26.1.9 The above shall be without prejudice to EdCIL's other rights under the law.

**26.2 Consequences of Termination:** If the contract is terminated by EdCIL for reasons detailed above or for any other reasons whatsoever:

26.2.1 EdCIL shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to EdCIL.

26.2.2 Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited. Any imposed forfeiture of Performance Security for a given exam will be calculated in proportion to 10% of the exam value of that examination irrespective of other penalty provisions.

26.2.3 The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.

26.2.4 All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses etc. incurred by EdCIL as a consequence of termination of the contract.

**26.3 Termination for Convenience:**

26.3.1 EdCIL, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for EdCIL's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

26.3.2 Depending on merits of the case the Service Provider may be appropriately compensated by EdCIL on mutually agreed terms for the loss incurred by the Service Provider, if any, due to such termination. Either party may terminate the contract by giving a notice of 90 days.

**26.4 Termination for Default:**

26.4.1 Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 30 (Thirty) days to the other party, terminate the agreement in whole or in part if the defaulting party fails to cure such breach of contract within 30 (Thirty) days.

26.4.2 The Second party shall stop the performance of the contract from the effective date of termination and hand over all the documents, and data to First Party.

26.4.3 In case of termination of contract for default on the part of the Second Party, for reasons solely and entirely attributable to the Second Party the First Party shall be entitled to invoke the Performance Security. However, the First Party shall ensure that First Party shall not exercise this right to terminate the agreement without exercising the right of suspension mentioned in Suspension Clause.

**26.5 Termination for Miscellaneous Reasons:**

Either party may terminate this agreement by a written notice to the other Party in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

**26.6 Termination for Material Breach:**

Either party may terminate this Agreement immediately by a written notice to other Party (i) in the event of material breach by the other party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

**27. Proprietary Rights:**

27.1 All rights, title and interests in and to the Services Environment and any other material used by the selected bidder in the provision of the Services shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and EdCIL shall not be entitled to claim any rights therein. All rights, title and interests in EdCIL data shall always remain with EdCIL. EdCIL acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the selected bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

27.2 Notwithstanding the above clause, the selected bidder shall not approach the recruitment services work of any of the existing clients of EdCIL for online recruitment examination business during the currency of the Contract. Apart, the selected bidder shall not compete with EdCIL for similar business wherever EdCIL has already submitted its proposal/offer. In case of default a penalty of 3% of the last annual relevant contract value would be recovered from selected bidder.

**28. Limitation of Liability:**

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by EdCIL for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the wilful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or

failure by or on behalf of EdCIL to perform any of EdCIL's obligations.

## **29. Processing norms**

EdCIL and the bidder acknowledge and agree that the provision of Services under this Agreement may require the bidder to interact with EdCIL and suppliers of EdCIL relating to the Services as special agent for and on behalf of EdCIL and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided and / or validated and / or accepted by EdCIL and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to EdCIL, with the bidder being a data processor for EdCIL. The bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the bidder shall incur no liability for claims, loss or damages arising as a result of the bidder's compliance with the Processing Norms.

## **30. Representations and Warranties**

The bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in the agreement. Notwithstanding the aforesaid, any Services which are provided by the bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party.

## **31. Settlement of Disputes:**

**31.1 General:** If any dispute arises between the Service Provider and EdCIL during the execution of contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the Service Provider on the points of dispute. The representation so received shall be examined by EdCIL. The Service Provider will also be given an opportunity of being heard and the decision on the representation will be conveyed in writing.

**31.2 Legal Jurisdiction:** All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The General Manager (OTAS) of EDCIL shall be the official by whose designation EdCIL may sue or be sued.

## **32. Integrity Pact (on a Non-Judicial Stamp paper of Rs.100/-):**

The vendors/ bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (fileNo.015/VGL/091dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with EdCIL would be considered competent to participate in the bidding process.

## **33. Arbitration Clause:**

(a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in

writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Chairman & Managing Director, EdCIL (India) Limited, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act,1996.

(b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

(c) The venue of the arbitration proceeding shall be the office of EdCIL, Noida or such other places as the arbitrator may decide.

(d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.”

#### **34. Reservation of Rights:**

EdCIL reserves the right to:

34.1 Extend the Closing Date for submission of bids.

34.2 Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the EdCIL Website <http://www.edcilindia.co.in/Etenders>.

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

34.4 To accept any bid, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.

34.5 Terminate or abandon this Procedure or the entire project, whether before or after the receipt of proposals or midway during currency of the agreement.

34.6 Seek the advice of external consultants to assist EdCIL in the evaluation or review of proposals or execution of the contract.

34.7 Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.

34.8 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.

#### **35. Submission of forged Documents:**

Bidders should note that EdCIL may verify authenticity of all the documents/certificate/information submitted by the bidder(s) against the tender. In case at any stage of tendering process or Contract/Work Order execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfilment of any of the tender/contract conditions, EdCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract.

The bidder shall be required to give an undertaking on the company's letter head and duly

signed by the signatory of the bid, that all the documents/certificates/information submitted by them against the tender are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by EdCIL at its sole discretion.

### **36. Suspension**

36.1 EdCIL may, after giving a written notice of suspension to the Service provider, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Service Provider, if the Service Provider fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

36.1.1 Shall specify the nature of the failure and

36.1.2 Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Service Provider.

36.1.3 EdCIL may engage some other agency for the completion of suspended work, which will be carried out at the risk and cost of the Service Provider.

### **37. Local Conditions**

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

### **38. Interpretation**

In these Terms & Conditions:

38.1 References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

38.2 References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this Bid Document.

38.3 The headings are inserted for convenience and are to be ignored for the purposes of construction.

38.4 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.

38.5 In case the Bid Document is silent on the items contained in the bid, the decision of EdCIL shall be final & binding on the Bidder/ Bidders.

38.6 For the entire purpose of this tender/work/assignment, EdCIL would be the first party, who intends to award the tender/work/assignment to a suitable organization, called the second party, and as per the standard language, would be, hereinafter, called bidder.

38.7 The term bidder would include tenderers/bidders/agencies/interested parties and

may include any such term which so far has not been used, but may be used to refer the second party. These terms may be used interchangeably too, words, Tender and bid, may also be used interchangeably.

38.8 The selected bidder would also be included in the term bidder, for the sake of clarity.

38.9 The terms, examination and evaluation may also be used interchangeably.

38.10 Until and otherwise explicitly mentioned, the term centre or centre would mean a place where the bidder intends to conduct the online examination through the means mentioned in the scope of work and as per the terms and conditions specified by EdCIL.

38.11 Until and otherwise explicitly mentioned, the term candidate would refer to the person intends to be examined through the CBT, intended to be conducted by EdCIL through the bidder. The terms applicant, examinee, etc. would also be included/intended for the term candidate.

### **39. 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".

### **40. Acceptance Tests**

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

### **41. Audit by Third Party**

41.1 EdCIL at its discretion may appoint third party for auditing the activities of software development, onsite services and operations of entire services provided to the EdCIL. The Service Provider will provide full access and cooperation to enable this Audit by a third party. The scope of third-party audit and its requirements are mentioned below. The selected bidder shall work closely with auditor for smooth, transparent and timely conduct of the examination.

41.1.1 Provide detailed understanding of the technical architecture, process followed in conduct of exam, data flow and data understanding to the auditor before the start of exam.

41.1.2 Provide timely details of the exam centers coordinators (contact number, authorization, etc.) to auditors.

41.1.3 Provide timely access to exam center premises for pre-exam audit.

41.1.4 Timely mitigate (before exam start) the critical observations identified by

auditors during pre-exam center audit to the satisfaction of EdCIL.

- 41.1.5 Provide electronic data as identified in the section below. Point 1 (click by click of candidate audit log) of the below data requirement section is to be provided at end of every exam day. All remaining data should be provided within 1 week after the close of the last shift of the exam. Please note that in case some of the data is not available, all efforts should be made to collect and share the data.
  - 41.1.6 The observations related to pre, during or post exam should be mitigated to the satisfaction of EdCIL.
  - 41.1.7 The data should be made available to EdCIL in a secure manner. All processing of the data provided by the exam selected bidder would be performed by EdCIL at their premises.
  - 41.1.8 Provide access to the auditor “during exam” at the exam center as independent observers.
  - 41.1.9 For sample machines and network switches in exam center identified by the auditors, facilitate the download of application logs, or other system settings after the exam is over.
  - 41.1.10 All the data outlined in the section below should be captured electronically and to be extracted in presence of the auditors for the purpose of validation.
- 41.2 Following electronic data is to be provided by selected bidder:**
- 41.2.1 Raw dump of click-by-click activity log of candidate during the exam with timestamp. The dump should include all activities captured by the application, for example, exam start activity, questions explored, options selected, response submitted for questions, break time, resume of exam, visit to various question paper sections/questions, exam end time, incidents during exam, etc.
  - 41.2.2 Raw dump of click-by-click activity log of IT Manager/personnel on the server (at exam center) used for conducting the exam, with timestamp. This data should be shared from both primary and backup server and should include all the activities, for example, set up of the exam, question paper download time, conduct of exam, marking of attendance, time for end of exam and exam data upload to a central server, deletion of exam data from the computers, other user activities performed on the servers (application logs, application/services running, operating system event logs, remote logins, etc.).
  - 41.2.3 Dump of services and applications running on the attendance/registration system, and IT manager computer.
  - 41.2.4 Raw incident log dump of the exam application on node used for delivery of the exam (should include all events for example, hardware events, network events, software events, etc.)
  - 41.2.5 Seating plan of candidates (exam center, room number, seat number, node IP, node MAC, similar details in case of change of node, etc.)
  - 41.2.6 Final score computed for the candidates.
  - 41.2.7 Feedback received from candidates.

- 41.2.8 Log of system or power issues or any other technical/non-technical incident that occurred during exam including historical incidents.
- 41.2.9 Log of any issues with the Firewall or exam software
- 41.2.10 Configuration (OS, RAM, MAC address, IP address, screen resolution, printer settings, sleep mode settings, antivirus policy, services running, applications installed, hardware installed, etc.) of the servers used to conduct the exam at center and nodes on which candidates give the exam.
- 41.2.11 Details of exam centers and their total capacity in terms of seats and nodes
- 41.2.12 Report of health check/IT audit of machines as well as physical infrastructure audit of centers
- 41.2.13 List of whitelisted websites and applications on primary server, backup server, and candidate nodes
- 41.2.14 Log of exam data received at a central server with timestamp.
- 41.2.15 Log of connections made to the exam center servers from the central server or Head office (network log of connections made)
- 41.2.16 Provide any other data as per the requirement of EdCIL connected with the particular exam.

#### **42. Indemnity**

It is hereby agreed by both the parties (Bidder and EdCIL) hereto that in case of any litigation by examinee(s)/candidates or Third party calling the said examination in question, Bidder unconditionally and irrevocably undertakes to hold harmless and indemnify EdCIL, its directors, officers and staff from any and all such claims / disputes / liabilities including expenses on account of fee to legal attorney expenses.

#### **43. Consortium/Joint Venture (JV)**

No consortium/JV will be entertained by EdCIL.

#### **44. Special Terms and Conditions**

- 44.1 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.
- 44.2 The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- 44.3 Duration of the Contract: Initially the contract will be for Two years 02 years (extendable to 02 more years on yearly basis i.e. 2+1+1 Years) at the discretion of competent authority based on performance of Service Provider and internal requirement of EdCIL. EdCIL shall be free to curtail the empanelment at any time during the contract period, without assigning any reason.
- 44.4 Any court case arising out of bidder's mistake will be defended by the bidder with no cost to EdCIL and any legal liability arising out due to negligence of bidder will be borne by the bidder.

- 44.5 EdCIL intends to enter an end-client agreement towards conducting of online examinations which will be honored by the selected bidder based on the terms of the current agreement.
- 44.6 Critical activity involving assessment platform, content preparation, data processing, etc. should not be subcontracted. For any subsidiary activity being essential, EdCIL may be kept informed.
- 44.7 EdCIL reserves the right to award the work/cancel the award of work/modify the work without assigning any reason. In case of differences, if any, the decision of EdCIL shall be final.

**Bid Form**

<b>S. NO.</b>	<b>ITEM</b>	<b>DETAILS</b>
<b>1</b>	Name of Bidder	
<b>2</b>	Full Address of the Bidder	
<b>3</b>	Legal Constitution of the Bidder (e.g. Company, Registered partnership firm, etc.)	
<b>4</b>	Contact Phone No.(s)	
<b>5</b>	Contact FAX No. (s)	
<b>6</b>	Contact Mobile No. (s)	
<b>7</b>	E-Mail ID	
<b>8</b>	Name and Designation of the Contact Person	
<b>9</b>	Name and Designation of the Person who is authorized to sign the bid as per Power of Attorney/ Authorization letter etc.	
<b>10</b>	Name and Designation of the Person, who has Digitally signed and upload the e-bid (It should be same as that of the Person who is authorized to sign the bid as per Power of Attorney/ Authorization letter etc.)	
<b>11</b>	Confirmation as to whether the bidder belong to the category of Micro, Small and Medium Enterprises as defined in the "Micro, Small and Medium Enterprises Development Act, 2006 (MSMEDA)". If yes, specify the category of Micro, Small or Medium Enterprises and whether the enterprise is in manufacturing or service industry, along with valid documentary evidence.	

(Name &amp; Signature of the Bidder)

Date:

Place:

**Compliance Sheet****Compliance to Pre-Qualification Criteria**

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No)	Page Reference
<b>1</b>	<b>Bidder's Profile</b>			
1.1	The bidder should be a company/firm registered in India. The registered bidder should be operating in India for a minimum of last 5 Financial Years ending 2022-23 with an objective of offering relevant Computer Based Test Services in examination-based projects to Government Departments or Central/ State PSUs in India.	Certificate of Incorporation/ Registration/ Partnership deed - Certificate of commencement of business (if applicable) along with copy of Memorandum of Association and Articles of Association of the Company		
1.2	The bidder should have at least regular 1,000 technical employees (Graduate with relevant IT knowledge) employed in-house in India for development of software for conduct of examination, maintenance of software, networking and data security.	Proof of ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.		
1.3	Bidder should own the source code of the application software and all its components.	Self-Certificate by Authorised Signatory		
<b>2</b>	<b>Bidder's Certification</b>			
2.1	CMMI level certificate is necessary for Service & Development Organization Development along with proof of result published on CMMI website at <a href="https://www.cmmiinstitute.com/pars/">https://www.cmmiinstitute.com/pars/</a> . The bidder's CBT software should be STQC certified or the processes meet ISO 9001, ISO 20001 & ISO 27001 standards. The Online Application and CBT software must be CERT-In certified as per security audit requirements specified by CERT-In.	Copy of valid CMMI Level certificates, copy of valid STQC/ISO certificate(s), Copy of valid Cert-In certificates		
<b>3</b>	<b>Bidder's Financial Turnover</b>			
3.1	Average turnover of the bidder should be minimum Rs.300 crores in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23). The turnover should be of the bidder and not of the group companies or	Copy of the certified and audited Profit & Loss Account and Balance Sheet for FY 2020-21, FY 2021-22		

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No)	Page Reference
	consortium/JV. Organization must be profitable in last 3 financial years ending 31 <sup>st</sup> Mar 2023.	and FY 2022-23		
3.2	Average annual turnover of the bidder from Computer Based Test should be minimum Rs. 100 crores in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23).	Certificate from practicing Chartered Accountant		
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in INDIA</b>			
4.1	The bidder should at least have five years of experience in Computer Based Test (CBT)	Copy of work order/contract for respective financial years		
4.2	The bidder must have successfully executed at least 5 (five) (conduct of CBT) projects of 02 (two) Lakh candidates each on all India basis, out of which at least one project should be Conduct of Computer based Examination of at least 1,50,000 candidates scheduled in a single shift.	Copy of work order / contract along with completion certificate from Client		
<b>5</b>	<b>Bidder's Infrastructure Capability</b>			
5.1	The bidder must have (owned/outsourced) primary data centre with DR site infrastructure for Data Security. Both the data centres should be located in India in different seismic zones. The data centre must be Tier III & above and ISO certified. Data centre should be certified as per the Meity, Government of India Guidelines.	Copy of document in support of owned/outsourced Data Centre		
<b>6</b>	<b>Statutory Requirements</b>			
6.1	Permanent Account Number (PAN)	Copy of PAN		
6.2	Tax Deduction Account Number (TAN)	Copy of TAN		
6.3	Goods and Services Tax (GST) Registration	Copy of GST Registration Certificate		
6.4	Employees' Provident Fund (EPF) Registration	Copy of EPF Registration certificate		
6.5	Employees' State Insurance (ESIC) Registration	Copy of ESIC Registration Certificate		
6.6	The bidder is not blacklisted for any corrupt and fraudulent practices by Central/ State Government Departments / Public Sector Undertakings / Autonomous Bodies/Central Vigilance Commission (CVC) with regard to the works executed by it as on the day of bid submission.	Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only)		

**Compliance to Technical Evaluation**

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
<b>1</b>	<b>Bidder's Profile</b>	<b>16 Marks</b>			
<b>1.1</b>	Overall IT staff strength (Graduate with relevant IT knowledge) [Project Management/ Development/ Quality Assurance/ Implementation/ Operations]	<b>8 Marks</b>		ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
	1-999	00			
	1000-1499	04			
	1500 – 1999	06			
	2000 & above	08			
<b>1.2</b>	<b>Software /Solution</b>	<b>08 Marks</b>			
<b>1.2.1</b>	Organization should own the source code of the application software.	04 Marks		Self-Certificate by Authorised Signatory	
<b>1.2.2</b>	The organization should have in-house 100 technical personnel (Graduate with relevant IT knowledge) to maintain software and data used to conduct the exam and should follow well defined Software Change Management processes to manage changes in the software.	04 Marks		ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
<b>2</b>	<b>Bidder's certification</b>	<b>08 Marks</b>			
<b>2.1</b>	<b>CMMI level (Organisation-Development &amp; Services)</b>	<b>04 Marks</b>		Self-attested copies of relevant certificates	
	CMMI level 3 Development & Services	01			
	CMMI level 5 Development & Services	04			
<b>2.2</b>	<b>STQC &amp; ISO Certifications</b>	<b>04 Marks</b>		Self-attested copies of relevant certificates	
	ISO 9001, ISO 20001 & ISO 27001 Certification	02			
	CBT Software STQC Certified	02			
<b>3</b>	<b>Bidder's Financial Turnover</b>	<b>12 Marks</b>			
<b>3.1</b>	The bidder's Average Annual Turnover during last three consecutive financial years ending 31.03.2023 should be INR 100 crores or more in India from Computer Based Examination. Organization must be profitable in	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered	

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	<b>last 3 financial year ending 31.03.2023.</b>			Accountant	
	Less than 100 Crore	00			
	>=100 Crore and <150 Crore	03			
	>=150 Crore and above	06			
<b>3.2</b>	<b>The average turnover of the bidder should be minimum INR 300 crores in last three consecutive financial years ending 31.03.2023. The turnover should be of the bidder and not of the group companies or consortium/JV. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc.</b>	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered Accountant	
	Less than 300 Crore	00			
	>=300 Crore and <=350 Crore	03			
	>350 Crore and above	06			
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in India</b>	<b>20 Marks</b>			
<b>4.1</b>	<b>Number of Years in Computer Based Test (CBT)</b>	<b>04 Marks</b>		Customer experience certificate/ work order	
	Less than 05 years	00			
	>= 5 Years to =10 Years	02			
	> 10 Years	04			
<b>4.2</b>	<b>Maximum Number of candidates appeared in CBT in single shift during FY 2020-21, FY 2021-22 &amp; FY 2022-23.</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	<1,50,000 Candidates	00			
	>=1,50,000 and <2,00,000 Candidates	06			
	>=2,00,000 & above Candidates	08			
<b>4.3</b>	<b>Number of academic/recruitment Assignments completed with 2,00,000 or more candidates in India during FY 2020-21, FY 2021-22 &amp; FY 2022-23.</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	Less than 5 assignments	00			
	5 to 10 assignments	05			
	More than 10 assignments	08			
<b>5</b>	<b>Bidder's Infrastructure Capability</b>	<b>16 Marks</b>			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
5.1	<b>Owned/Hired Certified Nodes (available with minimum 250 nodes in 80% of Total centers and atleast 100 Nodes in remaining 20% of Total centres) in India.</b>	<b>08 Marks</b>		(Self-Certified copy of State/City wise capacity of each to be attached)	
	<1,50,000 Nodes	00			
	>=1,50,000 <2,00,000 Nodes	06			
	>=2,00,000 & above Nodes	08			
5.2	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	<b>08 Marks</b>		Proof of data centre  - self-declaration or ownership certificate	
	Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/group of companies with Cert-in/ ISO Certified infrastructure	04			
	Tier IV Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/group of companies with Cert-in/ ISO Certified infrastructure	08			
<b>6</b>	<b>Approach and Methodology</b>	<b>08 Marks</b>			
6.1	The marks for Approach and Methodology will be awarded by the Committee based on the Presentation & Demonstration made by the bidder The break-up of marks would be as under: 1) Process Competence – 02 Marks 2) Technology Competence – 02 Marks 3) Team Competence – 02 Marks 4) Vulnerability Mitigation – 02 Marks	08			
<b>7</b>	<b>Exam Software System</b>	<b>20 Marks</b>			
7.1	Exam software system is able detect, log and prevent if any candidate utilizes another communication mechanism/ device (external or internal hardware in node) for cheating.	10*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	The communication mechanism/ devices include Bluetooth, Wifi, Internet, KVM switch, USB, Hard Drive, Dongles, and Camera				
7.2	Exam software system is able to detect, log and prevent network intrusion during the conduct of the exam. This includes foreign traffic from unknown nodes, external network to the exam nodes and the centre server.	5*			
7.3	Exam software system is able to detect, log and prevent attempts which can interfere with the integrity of the exam on node. This should include addition of hardware, interference from unauthorized software or service and external network traffic.	5*			
7.4	Strong access controls are maintained before, during and after the exam on the centre server and Central Server containing results data.	10*			
7.5	The bidder maintains integrity of the exam software installed on the exam node. Mechanisms are in place to assess the integrity of the software (version, executable and randomization of the questions/ answers) before usage during exam.	5*			
7.6	The bidder generates and maintain accurate mapping of candidate to the centre, shift and exam node. All changes to the candidates exam node during exam is captured accurately.	7*			
7.7	The bidder captures and records all user access logs of all critical IT infrastructure. The infrastructure includes exam centre servers (primary, backup, and registration), candidate node (candidate log), routers/switches	10*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	used at the exam centres, and central server. The access logs should capture both network and physical user access activities, and all required details (who performed, what action performed and what time).				
7.8	The bidder maintains accuracy of time during the conduct of the exam. This includes how time is maintained at exam centre (node time, exam start/stop, extra time, candidate breaks, and PwD) and the activities performed from Central Server (communication with centre servers).	5*			
7.9	The bidder sanitizes the exam related data on the exam centre servers (primary, backup and registration), exam node and at Central Server after the execution of exam.	4*			
7.10	The bidder takes an inventory of the hardware and software configuration of all nodes, servers, network switch/router that is used in the conduct of the exam.	5*			
7.11	Exam software system should have the capability to add video type questions.	4*			
7.12	Handling of network failure during exam (between center and HQ or center server and candidate computer).	4*			
7.13	Detection and prevention of remote access of candidate computer.	5*			
7.14	Encryption of network traffic between candidate node, servers and data center.	5*			
7.15	Security of question paper preparation and upload to bidder's software.	10*			
7.16	Detecting and preventing malpractice related to	6*			

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	unscheduled candidates at exam center.				
	Subtotal 7.1 to 7.16	100*			
<b>Total Score</b>		<b>100</b>			

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**Letter of Undertaking**  
**(ON THE LETTER HEAD OF THE BIDDER)**

To

General Manager (OTAS) EdCIL  
(India) Limited  
EdCIL House, 18 A, Sector-16 A, Noida  
– 201301 (U.P.), India

**Subject: Tender for Support on conduct of CBT in India for Various Clients of EdCIL.**

Sir,

This bears reference to EdCIL tender no. EdCIL/OTAS/CBT/2023 dated\_\_\_\_\_.  
We, hereby, accept all the terms and conditions for submitting bid as mentioned in this Bid Document.

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

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

The above document is executed on..... /...../2023 at (place)\_\_\_\_\_and we accept that if anything out of the information provided by us is found wrong, our tender/work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**SELF-DECLARATION – NON-BLACKLISTING**

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

To,  
General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
Noida – 201301 (U.P.), India

Sir,

In response to the NIT no. EdCIL/OTAS/CBT/2023 dated \_\_\_\_\_, I/We hereby declare that presently our Company/Firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body/ CVC.

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/CVC on the date of Bid Submission.

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

Thanking you,

Yours faithfully,

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

Date:  
Place:

**Financial Information**

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for last three years i.e. FY 2020-21, FY 2021-22 and FY 2022-23 and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

**Table-1: Total Turnover**

S. No.	Details	(1) FY 2020-21	(2) FY 2021-22	(3) FY 2022-23
i)	Gross Annual Turnover			
ii)	Profit/Loss			
iii)	Financial Position:			
	a) Cash			
	b) Current Assets			
	c) Current Liabilities			
	d) Working Capital(b-c)			
	e) Current Ratio:			
	Current Assets/Current Liabilities (b/c)			

**Table-2: Turnover from Computer Based Test Only**

S. No.	Details	(1) FY 2020-21	(2) FY 2021-22	(3) FY 2022-23
i)	Gross Annual Turnover			

- II. Please attach – Audited Balance Sheet & Statement of Profit & Loss Account  
 - Certificate of net worth from Chartered Accountant of Bidder.

- 1 Note: Attach additional sheets, if necessary.

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

Date:  
 Place:

**DETAILS OF SIMILAR WORK EXECUTED**

S NO	Name of work/ Project & Location	Owner/ Sponsoring organization	Total No. of Candidates Handled	Total No. of Shifts taken for comple tion	Start Date of CBT	End Date of CBT	Litigation/ Arbitration pending in progress with details	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

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

Date:

Place:

**DETAILS OF WORK UNDER EXECUTION OR AWARDED**

**Annexure-7**

S NO	Name of work/ Project & Location	Owner/ Sponsoring organizatio n	Total No. of Candidates to be handled	Start Date of CBT	Stipulate d date of completi on of CBT/ Project	Upto date percentage progress of CBT/ Project	Slow progress if any, and reasons thereof	Name, Designation and address/ telephone number of officer to whom reference may be made	Remark s
1	2	3	4	5	6	7	8	9	10

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

Date:

Place:

**Performance Report of Works referred in ANNEXURE 6 & 7**

(Furnish this information for each individual work done by the bidder for whom the work was executed)

1. Name of Work/Project & Location : \_\_\_\_\_  
\_\_\_\_\_
2. Owner or Sponsoring Organisation : \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact Person : \_\_\_\_\_  
Designation : \_\_\_\_\_  
Telephone No(s): \_\_\_\_\_  
E-mail : \_\_\_\_\_
3. Agreement No. : \_\_\_\_\_
4. Estimated Cost : \_\_\_\_\_
5. Tendered Cost : \_\_\_\_\_
6. (A) Date of Start : \_\_\_\_\_  
(b) Stipulated date of completion: \_\_\_\_\_  
(c) Actual date of completion : \_\_\_\_\_
7. Amount of compensation : \_\_\_\_\_  
Levied for delayed completion,  
Or any other damages, if any
8. Performance reports/assessment by clients (Supported by documentary evidence, if any)  
(a) Quality of work – Excellent/ Very Good/ Good/Fair: \_\_\_\_\_  
(b) Resourcefulness – Excellent/ Very Good/ Good/Fair: \_\_\_\_\_

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

Date:  
Place:

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THIS WORK**

**TABLE-1:**

Category	Total Number of regular employee	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative				

**TABLE-2:**

S No	Designation	Total number of employees in the category	Number available for this work	Minimum Qualification	Professional experience and details of Work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8

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

Date:  
 Place:

**Table-1: State wise List of Cities in India**

Note:

1. In case the bidder has capability to conduct CBT in any other city in particular state/UT, then additional information may be furnished.
2. Attached duly authentication, state/ city wise list of centers with number of nodes in each center which will be used for the scope of work of this tender indicating **contact person, designation, organization, telephone number (s), email, postal address and number of nodes.**

STATE	CITY	Capacity 250 or more nodes		Capacity less than 250 nodes	
		No of Centres	Total Capacity	No of Centres	Total Capacity
ANDAMAN & NICOBAR ISLANDS	PORT BLAIR				
ANDHRA PRADESH	ANANTAPUR				
	BAPATLA				
	BHEEMAVARAM				
	CHIRALA				
	CHITTOOR				
	ELURU				
	GUNTUR				
	KADAPA				
	KAKINADA				
	KURNOOL				
	NELLORE				
	ONGOLE				
	RAJAMUNDRY				
	SRIKAKULAM				
	TADEPALLIGUDEM				
	TIRUPATI				
VIJAYAWADA					
VISAKHAPATNAM					
VIZIANAGARAM					
ARUNACHAL PRADESH	ITANAGAR				
	NAHARLAGUN				
ASSAM	DIBRUGARH				
	GUWAHATI				
	JORHAT				
	SILCHAR				
	TEZPURs				
BIHAR	ARRAH				
	AURANGABAD				
	BHAGALPUR				
	BIHAR SHARIF				
	DARBHANGA				
	GAYA				
	MUZAFFARPUR				
	PATNA				
	PURNIA				

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

	SIWAN				
	EAST CHAMPARAN				
CHANDIGARH	CHANDIGARH				
CHHATTISGARH	AMBIKAPUR				
	BILASPUR				
	DURG/BHILAI				
	JAGDALPUR				
	KORBA				
	RAIPUR				
	RAJNANDGAON				
DADRA & NAGAR HAVELI	DADRA & NAGAR HAVELI				
DAMAN & DIU	DAMAN				
DELHI/NEW DELHI	DELHI (CENTRAL)				
	DELHI (EAST)				
	DELHI (NORTH)				
	DELHI (SOUTH)				
	DELHI (WEST)				
GOA	PANAJI/MADGAON				
GUJARAT	AHMEDABAD				
	ANAND				
	BHAVNAGAR				
	GANDHINAGAR				
	GODHRA				
	JAMNAGAR				
	JUNAGADH				
	MEHSANA				
	PORBARNDER				
	PATAN				
	RAJKOT				
	SURAT				
	VADODARA				
	VALSAD				
HARYANA	AMBALA				
	BAHADURGARH				
	FARIDABAD				
	GURUGRAM				
	HISSAR				
	KARNAL				
	KURUKSHETRA				
	MURTHAL/SONEPAT				
	PANCHKULA				
	PANIPAT				
HIMACHAL PRADESH	BILASPUR				
	DHARAMSHALA				
	HAMIRPUR				
	KANGRA				
	PALAMPUR				
	SHIMLA				
	SOLAN				

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JAMMU & KASHMIR	BARAMULLA				
	JAMMU				
	SAMBA				
	SRINAGAR				
	UDHAMPUR				
JHARKHAND	BOKARO				
	DHANBAD				
	DALTANGANG				
	HAZARIBAGH				
	JAMSHEDPUR				
	RAMGARH				
	RANCHI				
KARNATAKA	BAGALKOT				
	BELGAUM				
	BELLARY				
	BENGALURU				
	BIDAR				
	DAVANGERE				
	DHARWAD				
	GULBARGA				
	HASSAN				
	HUBLI				
	KOLAR				
	MANGALURU				
	MANIPAL				
	MYSURU				
	SHIVAMOGGA				
TUMAKURU					
UDUPI					
KERALA	ALAPPUZHA				
	ANGAMALY				
	CHENGANUR				
	ERNAKULAM/KOCHI				
	IDUKKI				
	KANJIRAPPALLY				
	KANNUR				
	KASARAGOD				
	KOLLAM				
	KOTHAMANGALAM				
	KOTTAYAM				
	KOZHIKODE				
	MALAPPURAM				
	MOOVATTUPUZHA				
	PALAKKAD				
	PATHANAMTHITTA				
THIRUVANANTHAPURAM					
THRISSUR					
LAKSHADWEEP	KAVARATTI				
MADHYA PRADESH	BALAGHAT				
	BETUL				
	BHOPAL				

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

	CHHATARPUR				
	CHHINDWARA				
	GWALIOR				
	INDORE				
	JABALPUR				
	KHARGONE				
	MANDSAUR				
	REWA				
	SAGAR				
	SATNA				
	SHAHDOL				
	UJJAIN				
	VIDISHA				
MAHARASHTRA	AHMEDNAGAR				
	AKOLA				
	AMRAVATI				
	AURANGABAD				
	BEED				
	BHANDARA				
	BHUSAWAL				
	BULDHANA				
	CHANDRAPUR				
	DHULE				
	GADCHIROLI				
	GONDIA				
	JALGAON				
	KOLHAPUR				
	LATUR				
	MUMBAI SUBURBAN				
	MUMBAI				
	NAGPUR				
	NANDED				
	NASHIK				
	NAVI MUMBAI				
	PARBHANI				
	PUNE				
	RAIGAD/ALIBAUG				
	RATNAGIRI				
	SANGLI				
	SATARA				
	SOLAPUR				
	THANE				
	WARDHA				
	WASHIM				
	YAVATMAL				
MANIPUR	IMPHAL				
MEGHALAYA	SHILLONG				
MIZORAM	AIZAWL				
NAGALAND	DIMAPUR				
	KOHIMA				
	MOKAKCHUNG				

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

ODISHA	ANGUL				
	BALASORE				
	BEHRAMPUR				
	BHADRAK				
	BHUBANESHWAR				
	CUTTACK				
	DHENKANAL				
	JAJPUR				
	JEYPORE				
	KEONJHOR				
	ROURKELA				
	SAMBALPUR				
PUDUCHERRY	PUDUCHERRY				
PUNJAB	AMRITSAR				
	BHATINDA				
	FATEHGARH SAHIB				
	FIROZPUR				
	JALANDHAR				
	LUDHIANA				
	MOHALI				
	PATHANKOT				
	PATIALA				
	PHAGWARA				
	ROPAR				
	SANGRUR				
RAJASTHAN	AJMER				
	ALWAR				
	BHARATPUR				
	BHILWARA				
	BIKANER				
	JAIPUR				
	JODHPUR				
	KOTA				
	SIKAR				
	SRIGANGANAGAR				
	UDAIPUR				
SIKKIM	GANGTOK				
TAMIL NADU	CHENNAI				
	COIMBATORE				
	CUDDALORE				
	DINDIGUL				
	KANCHIPURAM				
	KANYAKUMARI				
	KARUR				
	MADURAI				
	NAGARCOIL				
	NAMAKKAL				
	SALEM				
	THANJAVUR				
	THOOTHUKUDI				
TIRUCHIRAPPALLI					

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

	TIRUNELVELI				
	TIRUVALLUR				
	TIRUVANNAMALAI				
	VELLORE				
	VILUPPURAM				
	VIRUDHUNAGAR				
TELANGANA	HYDERABAD				
	KARIMNAGAR				
	KHAMMAM				
	MAHBUBNAGAR				
	NALGONDA				
	RANGA REDDY				
	WARANGAL				
TRIPURA	AGARTALA				
UTTAR PRADESH	AGRA				
	ALIGARH				
	ALLAHABAD				
	BAREILLY				
	BULANDSHAHR				
	FAIZABAD				
	GHAZIABAD				
	GORAKHPUR				
	JHANSI				
	KANPUR				
	LUCKNOW				
	MATHURA				
	MEERUT				
	MORADABAD				
	MUZAFFARNAGAR				
	NOIDA/GREATER NOIDA				
	RAEBARELI				
	SAHARANPUR				
SITAPUR					
VARANASI					
UTTARAKHAND	ALMORA				
	CHAMOLI				
	DEHRADUN				
	HALDWANI				
	HARIDWAR				
	NAINITAL				
	PANTNAGAR				
	PAURI				
	ROORKEE				
SRINAGAR					
WEST BENGAL	ASANSOL				
	BURDWAN				
	BARASAT				
	BASIRHAT				
	BAHARAMPUR				
	DARJEELING				
	DURGAPUR				

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

	HALDIA				
	HOOGHLY				
	HOWRAH				
	KALYANI				
	KHARAGPUR				
	KOLKATA				
	SURI				
	SILIGURI				

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

Date:  
Place:

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To

General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
Noida – 201301 (U.P.), India

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: \_\_\_\_\_

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: \_\_\_\_\_ as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to (including annexures), which forms part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Autonomous bodies.
6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

7. We warrant that the service does not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. We agree that we shall prevent EdCIL from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.
8. We certify that any owner/stakeholder/employee or group of persons of our company/firm has not been caught / involved / booked / charge-sheeted / convicted / punished / debarred for unfair-means in any examination assignment undertaken by our company/firm.
9. The above document is executed on .../.../2023 at (place) and we accept that if anything out of the information provided by us is found wrong, our tender/ work order shall be liable for rejection.

Yours Faithfully, Name of  
the Bidder: - Authorized  
Signatory: - Seal of the  
Organization: -

Date:  
Place:

Name of the Bank: -----

To  
EdCIL (India) Ltd

**PERFORMANCE GUARANTEE FORMAT**

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt ..... made between..... (Designation & address of contract signing Authority) and ..... (here in after called "the said Service Provider" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ..... only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

In consideration of the EdCIL acting through----- (Designation & address of Contract Signing Authority), (hereinafter called "EdCIL (India) Ltd") having agreed under the terms and conditions of agreement/Contract Acceptance letter No.----- dt ..... made between..... (Designation & address of contract signing Authority) and

..... (here in after called "the said Service Provider" for the work..... (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ..... only)) as a performance security Guarantee from the Service Provider for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We ..... (indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Ltd an amount not exceeding ..... ( only ₹ on demand by the EdCIL (India) Ltd.
2. We..... ( indicate the name of the bank, further agree that ( and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL (India) Ltd through the General Manager (OTAS), EdCIL (India) Ltd, Noida or ----- --(Designation & Address of contract signing authority for any reason whatsoever as the Competent Authority of EdCIL deemed fit), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the EdCIL (India) Ltd by reason of any breach by the said Service Provider of any of the terms of conditions contained in the said agreement or by reason of the Service Provider failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding .. ₹ ( ..... Only).
3. (a) We..... (indicate the name of Bank) further undertake to pay to the EdCIL (India) Ltd any money so demanded notwithstanding any dispute or dispute raised by the Service Provider in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

(b) The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.

4. We,..... ( indicate the name of bank ) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the EdCIL (India) Ltd under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by .....

(Designation & Address of contract signing authority) on behalf of the EdCIL (India) Ltd, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Service provider and accordingly discharges this guarantee.

5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the EdCIL (India) Ltd or until ( date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by the EdCIL (India) Ltd within validity/ extended period of validity of guarantee from the date aforesaid.

(b) Provided always that we.....( indicate the name of the Bank) unconditionally undertake to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case may be on being called upon to do so by the EdCIL (India) Ltd. If the guarantee is not renewed or the period extended on demand, we..... (indicate the name of the Bank) shall pay the EdCIL (India) Ltd the full amount of guarantee on demand and without demur.

6. We, ..... ( indicate the name of Bank ) further agree with the EdCIL (India) Ltd that the EdCIL (India) Ltd shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL (India) Ltd against the said service provider and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said service provider for any bearance act or omission on the part of the EdCIL (India) Ltd or any indulgence by the EdCIL (India) Ltd to the said service provider for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Service Provider.

8. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL (India) Ltd in writing.

9. This guarantee shall be valid upto (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL (India) Ltd. Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs.....(



**NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made on the ..... **BETWEEN:**

(1) <<name of the department/Corporation/Agency>> a .....<<type of organization>>having its registered office at .....(hereinafter referred to as “**Disclosing Party**” which expressions shall unless repugnant to the context include its successors and assigns), and

(2) .....<<name of the Service Provider Agency>>a .....<<type of organization>>having its ..... registered ..... office at ..... , hereinafter referred to as “**Receiving Party**”, which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the “**Parties**”.

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated .....for .....<<name of the project>>.

**NOW IT IS HEREBY AGREED** as follows: -

**I. Confidential Information**

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to <<name of the project>>Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flowcharts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know- how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

**II. Not Within Definition**

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that: -

## Tender for Support on conduct of CBT in India for Various Clients of EdCIL

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

### **III. Obligation of Confidentiality**

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non- Disclosure Agreement.

Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity

- i. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- ii. To furnish the details including names and phone numbers of persons (Project Manager/ TL/ DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3days.
- iii. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from EdCIL or any other Person specifically authorized in this regard to do so.
- iv. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing

## Tender for Support on conduct of CBT in India for Various Clients of EdCIL

or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

- v. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- vi. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- vii. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- viii. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

#### **IV. Property of the Parties**

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

#### **V. Reporting Unauthorized Disclosure or Misuse of Confidential Information**

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

#### **VI. Losses**

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

#### **VII. Remedies**

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

#### **VIII. Notices**

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the

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complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

**IX. Term & Termination**

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. After termination or expiration of the Agreement the Disclosing Party shall take back all the Confidential Information from the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

**Signature on behalf of the .....**

..... <<name of the department/Corporation/ Agency>>**(Disclosing Party)**

**Name: Designation:**

**Signature on behalf of..... <<name of the  
Service Provider Agency>>**(Receiving Party)****

( \_\_\_\_\_ )

Name:

**Designation:**

DATE:

WITNESSED BY:	Name	Address
Signature		

1.

2.

**EXAM SOFTWARE DECLARATION**  
**(To be given on Company Letter Head)**

To,

General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, 18 A, Sector-16 A  
Noida – 201301 (U.P.)

Sub: Tender for Support on conduct of CBT in India for Various Clients of EdCIL.

Tender Reference No: EdCIL/OTAS/CBT/2023

Dear Sir,

I / We hereby certify that I / we have read the requirements of the CBT software mentioned in the tender document and I / we declare that our CBT procedures and software adheres to the following requirement:

1. I / We segregate and secure the examination lab network (switch) before the start of the examination by creating VLAN and blocking unwanted ports.
2. I / We have ethics and integrity requirements as part of the contract for all staff (on roll, contractual, etc.) involved in the execution of the examination.
3. On the day of CBT, all user activities performed (over network or physically) on node, on Centre Servers, and Central Server with results database is logged with details (who performed, what action performed and what time) by our CBT software. Following at minimum is captured:
  - Central Server: Data Base log (if results are in Data Base)
  - Exam Centre server: Data Base log, Operating System logs, examination application logs
  - Node: candidate log, Operating System logs
4. I / We provide accurate records for all the seats allocated to a candidate (should include centre, room name, seat number, machine identifier) during the entire exam duration.
5. All communications between Central Server and examination centre or within exam center is encrypted (question paper transfers, data push and pull from Central Server, communication between center server and nodes, communication between center primary and backup server and communication between different exam software machines)
6. I / We capture the hardware and software on the computers being used for the exam delivery (server/nodes). At minimum captures ethernet cards, processor, RAM, HDD, USB devices, OS, software installed and services running.
7. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then EdCIL shall

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without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit/performance guarantee absolutely. EdCIL can test the above requirements in a live environment created by us during technical evaluation stage.

Yours Faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

**Annexure-15**

**AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 between EdCIL (India) Limited, EdCIL House, Plot No. 18A, Sector-16A, Noida – 201301 (UP) acting in the premises through Director/Projects or his successor \_\_\_\_\_ of M/s EdCIL (India) Limited, Noida – 201301 (hereinafter referred to as 'EdCIL') of one part and M/s \_\_\_\_\_ (hereinafter referred to as 'contractor') of the other part.

Whereas in response to a call for Tender for Support on conduct of CBT in India (Recruitment or Academic Entrance Examination) for Various Clients of EdCIL as per Tender papers at Annexure \_\_\_\_\_ hereto the selected bidder has submitted a Tender as per Annexure \_\_\_\_\_ hereto and whereas the said Tender of the service provider has been accepted for \_\_\_\_\_ as per copy of Letter of Acceptance of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ complete with enclosures at the accepted rates and agreed deviations from Tender Papers \_\_\_\_\_ as per Annexure \_\_\_\_\_ hereto and at an estimated contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

Now this agreement witnesses that in consideration of the premises and the payment to be made by the Purchaser to the selected bidder provided for herein below the selected bidder shall offer services to support on conduct of CBT in India and been accepted strictly according to the various provisions in Annexure \_\_\_\_\_ and \_\_\_\_\_ hereto and upon such supply, execution and performance to the satisfaction of the purchaser and purchaser shall pay to the selected bidder at the rates accepted as per the said Annexure \_\_\_\_\_ and in terms of the provisions therein. In the witness where of the parties have hereunto set and subscribed their respective hands and/or seals day and year respectively mentioned against their respective signatures.

Signed and delivered at \_\_\_\_\_ by Shri \_\_\_\_\_ for and on behalf of M/s. \_\_\_\_\_

The selected bidder within named in the presence of:

1. Signatures

Date

Name in Block Letters

2. Signatures

Date

Name in Block Letters

Address

Signed and delivered at \_\_\_\_\_ for and on behalf of EdCIL by Shri \_\_\_\_\_ (Director / Projects or his successor) in the presence of :-

1. Signature

s Date

Name in Block Letters

2. Signature

s Date

Name in Block

Letters Address

**Offline and Online Bid Submission Documents**

**1.1 Offline Submissions:**

The bidder is requested to submit the hardcopy of the below mentioned documents in a Sealed Envelope in the bid to the under mentioned address before the start of Public Online Tender Opening Event.

The envelope shall bear tender name, tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- I. Demand Draft/Bank Guarantee/Bid Securing Declaration against Earnest Money Deposit.
- II. Original copy of the Power-of-Attorney and Self-Declaration- Non-blacklisting.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexure during Online Bid-Submission.

**1.2 Online Submissions:**

The Online bids (complete in all respect) must be uploaded online in two envelopes as explained below: -

<b>Envelope – 1</b>			
(Following documents to be provided as single PDF file)			
Sl. No.	Documents	Content	File Types
1.	Technical Bid	Bid-Form	PDF
2.		Compliance Sheet	PDF
3.		Letter of undertaking	PDF
4.		Self-Declaration- Non-blacklisting	PDF
5.		Financial Information	PDF
6.		Details of Similar work executed	PDF
7.		Details of work under execution or awarded	PDF
8.		Performance Report of Works referred in Annexure 6 & 7	PDF
9.		Details of Technical & Administrative Personnel to be employed for the work	PDF
10.		State wise list of Cities in India	PDF
11.		Tender Acceptance Letter	PDF
12.		Performance Bank Guarantee Format	PDF
13.		Non-Disclosure Agreement	PDF
14.		Exam Software Declaration	PDF
15.		Agreement	PDF
16.		Offline and Online Bid Submission Documents	PDF
17.		Bank Guarantee Towards Bid Security (EMD)	PDF
18.		Bid Security-Declaration	PDF
19.		Performa for Declaration on Proceedings Under Insolvency and Bankruptcy Code, 2016	PDF
20.		Proforma for Changes/ Modifications Sought by Bidders to the Bidding Conditions	PDF
21.		Power of Attorney	PDF
22.		Instructions for e-tendering	PDF

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23.		Authorisation Letter for Attending Tender Opening	PDF
24.		Proforma Certificate on Relatives of Directors Of EdCIL	PDF
25.		Bidder's Bank Details	PDF
26.		Undertaking/ Declaration/ Confirmation	PDF
27.		Undertaking	PDF
28.		Financial Bid	.xlsx

**BANK GUARANTEE TOWARDS BID SECURITY (EMD)**

Bank Guarantee No. \_\_\_\_\_

To,  
EdCIL (India) Limited  
EdCIL House, 18 A,  
Sector-16 A Noida – 201301 (U.P.)

Whereas..... (herein after called "the Bidder") has submitted its Bid dated..... in response to the NIT No:..... for "Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL" (here in after called "the Bid")

KNOW ALL MEN by these presents that We ..... having our registered office at..... (hereinafter called the "Bank") are bound onto EdCIL India Limited, Noida (hereinafter called "EdCIL") in the sum of Rs..... (Rupees ..... only) for which payment well and truly to be made to the said EdCIL itself, its successors and assignees by these presents.

The conditions of these obligations are:

1. If the Bidder withdraws its Bid during the period of Bid validity or
2. If the Bidder, having been notified of the acceptance of its Bid by EdCIL during the period of Bid validity:
  - i. fails or refuses to execute the Agreement form if required; or
  - ii. fails or refuses to furnish the performance security, in accordance with the Bid requirement

We undertake to pay EdCIL up to the above amount upon receipt of its first written demand, without EdCIL having to substantiate its demand, provided that in its demand EdCIL will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to..... (Date) and any demand in respect thereof should reach the Bank not later than the above date.

Dated:.....

for (indicate the name of bank)  
Signature of Banks Authorized official  
Witness (Name) \_\_\_\_\_  
Designation with Code No. -----  
Full Address-----

**BID SECURITY-DECLARATION**

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

To,  
General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, Plot no. 18 A, Sector-16 A,  
Noida – 201301 (U.P.)

Sir,

In response to the NIT No. \_\_\_\_\_ dated \_\_\_\_\_ 2023, I/We hereby undertake not to withdraw or modify our submitted bid during the period of validity and on award of the contract. We commit ourselves to submit the prescribed performance security and shall sign the contract within stipulated deadline defined in tender failing which our organization can be suspended for a year from being eligible to submit bid for contract/tender/EOI invited by EdCIL (India) Limited.

Thanking you,

Yours faithfully,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY  
CODE, 2016**

Tender No.:.....

Name of Work:.....

Bidder 's Name : .....

I/ We, M/s. \_\_\_\_\_ declare that:-

- a) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- b) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, EdCIL (India) Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to EdCIL (India) Ltd.

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

Place:  
Date:

**PROFORMA FOR CHANGES/ MODIFICATIONS SOUGHT BY BIDDERS TO THE BIDDING CONDITIONS**

EdCIL expects the bidders to fully accept the terms and conditions of the bidding documents. However, changes/ modifications to the terms and conditions of bidding documents, if any proposed, can be communicated in the following proforma, in case pre-bid is not held. This can be used even in cases where pre-bid is held, to inform about the proposals in advance to the pre-bid date.

Clause No. of Bidding Document	Full compliance/ not agreed	Changes/ modifications proposed by the Bidders	Remarks

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

**Note:- Bids maintaining or taking exceptions/deviations shall be rejected straightaway**

**Note: This form should be returned along with offer duly signed**

**POWER OF ATTORNEY**

Know all men by these presents, we..... (name of firm and address of the registered office) do hereby constitute, nominate appoint and authorize Mr./Ms.....son/daughter/wife of ..... and presently residing at....., who is presently employed with /retained by us and holding position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things are as necessary or required in connection with or incidental to submission of our proposal for and selection as the <project title> for the <name of the client> ..... project, proposed to be developed by the ..... (the “client”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre bid and other conferences and providing information /responses to the client, representing us in all matters before the Client, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the client in all matter in connection with or relating to or arising out of our Proposal for the said project /or upon award thereof to us till the entering into of the Agreement with the client.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawful done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this power and Attorney and that all acts, and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

[IN WITNESS WHEREOF WE.....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON

THIS ..... DAY OF ..... 2023.

For..... (Name and registered address of client)

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)
  
2. (Signature, name and address)

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Notarized

Accepted

.....

(Signature, name, designation, and address of the attorney)

Notes:

1. The mode of the execution of the power of Attorney shall be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the applicant should be submitted for verification the extract of the charter documents and other documents such as a resolution/Power of Attorney in favor of the person executing this Power of Attorney for delegation of power hereunder on behalf of the applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power and Attorney is being issued. However, the Power of Attorney provided by the applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy it is carries a conforming Apostle certificate.

**Instructions for e-tendering**

**1) Instructions for Online Bid Submission:**

- (a) E-tendering is new technology for conducting public procurement in a transparent and secured manner. As per Government of India's directives, EdCIL (India) Limited has adopted E-tendering.
- (b) For conducting electronic tendering, EdCIL (India) Limited has decided to use Electronic tender portal link available with detailed information on e-tendering process. This portal built using Electronic tender's software is referred to as <http://www.tenderwizard.com/EDCIL>.
- (c) The bidders are required to submit soft copies of their bids electronically on <http://www.tenderwizard.com/EDCIL> e-tendering website, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Tender Wizard E-Tendering Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Tender Wizard E-Tendering Portal.
- (d) The scope of work to be tendered is available in the complete bid documents which can be viewed /downloaded from Tender Wizard E-Tendering Portal of <http://www.tenderwizard.com/EDCIL>. Technical Bid will be submitted duly digitally signed in the website <http://www.tenderwizard.com/EDCIL>. No claim shall be entertained on account of disruptions of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
- (e) All Corrigendum/Amendment/Corrections, if any, will be published on the website <http://www.tenderwizard.com/EDCIL> as well as on EdCIL's website.
- (f) It is mandatory for all the applicants to have class-III Digital Signature Certificate (in the name of person who will sign the bid document) from any of the licensed certifying agency (Bidders can see the list of licensed Certifying Agencies from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-Procurement of EDCIL.
- (g) It is mandatory for the bidders to get their firm/company registered with e- procurement portal of EDCIL, i.e. [www.tenderwizard.com/EDCIL](http://www.tenderwizard.com/EDCIL) to have user ID & password by submitting a non-refundable annual registration charges as follows:

1	Registration charges for 1 year	Rs. 2,000/-
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(exclusive of taxes, levies, etc.) which can be paid online using the e-payment gateway to KEONICS through the portal address mentioned above. The registration so obtained by the prospective bidder shall be valid for one year from the date of its issue and shall be subsequently renewed.

- (i) Participant shall safely keep their User ID and password, which will be issued by the service provider, i.e., KEONICS Ltd. upon registration, and which is necessary for e-tendering.

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- (ii) Bidders are advised to change the password immediately on receipt of activation mail.
- (iii) Bidders shall not disclose their User ID as well as password and other material information relating to the e-tendering to any one and safeguard its secrecy.
- (h) Submit your tender well in advance by relevant documents along with copy of EMD of tender submission deadline on Tender Wizard E-Tendering Portal <http://www.tenderwizard.com/EDCIL>, as there could be last minute problems due to internet timeout, breakdown, etc.
- (i) Tenders should be submitted only through Tender Wizard E-Tendering Portal and obtain the Tender Acknowledgement copy as a proof of selected submission.
- (j) Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk for any information regarding E-tendering / training.
  - (i) For online registration, intended bidders may write us at [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com) or contact no. 080-40482100/ 9964074577/ 9650520101.
  - (ii) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.
  - (iii) Telephone: 080-40482100/9650520101/9964074577 or write us mail on Email Id:- [harishkumar.kb@etenderwizard.com](mailto:harishkumar.kb@etenderwizard.com), [ratan.thakur@etenderwizard.com](mailto:ratan.thakur@etenderwizard.com), [varun.b@etenderwizard.com](mailto:varun.b@etenderwizard.com).

### **2) PREPARATION OF BIDS**

- (a) Bidder should take into account any corrigendum/addendum published on the portal before submitting their bids.
- (b) 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.
- (c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can only be in PDF format. Bid documents may be scanned with 100 dpi with black and white option.

### **3) SUBMISSION OF BIDS**

- (a) Bidder should log into the site well in advance for bid submission and complete all formalities of registration (at least two days in advance of the closing date) so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be sole responsible for any delay in uploading of bid within the stipulated time.

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- (b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (c) The server time 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.
- (d) Upon the selected and timely submission of bids, the portal will give a selected 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.

**4) ASSISTANCE TO BIDDERS**

- (a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority. For any other tender related queries bidders are requested to contact on below given numbers/email.

Telephone / Mobile/ E-mail ID	<p>Vendors Training Program: Vendors are requested to contact at Tender wizard Helpdesk Office for any information regarding E-tendering / training.</p> <p>a) For online registration, intended bidders may write us at <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a> or contact no. <a href="tel:080-40482100">080-40482100/9964074577/9650520101</a>.</p> <p>b) For any further query related to Training Session, Tender Uploading/downloading or any other query related to tender please contact Tender wizard Helpdesk.</p> <p>Telephone: <a href="tel:080-40482100">080-40482100</a> / <a href="tel:9650520101">9650520101</a> / <a href="tel:9964074577">9964074577</a> or mail us on email-id: <a href="mailto:harishkumar.kb@etenderwizard.com">harishkumar.kb@etenderwizard.com</a>, <a href="mailto:ratan.thakur@etenderwizard.com">ratan.thakur@etenderwizard.com</a>, <a href="mailto:varun.b@etenderwizard.com">varun.b@etenderwizard.com</a> &amp; cc to: <a href="mailto:destenders@edcil.co.in">destenders@edcil.co.in</a></p>
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**5) Offline Submissions: (AS PER TENDER REQUIREMENT)**

- (a) The bidder is requested to submit documents as mentioned in the Annexure-16.

**6) MINIMUM REQUIREMENTS AT BIDDER'S END**

- (a) Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity
- (b) Digital Certificate(s)

**AUTHORISATION LETTER FOR ATTENDING TENDER OPENING**

NO.

Date

To,

General Manager (OTAS)  
EdCIL (India) Limited  
EdCIL House, Plot no. 18 A, Sector-16 A,  
Noida – 201301 (U.P.)

Subject : **Tender No. EdCIL/OTAS/CBT/2023** due on \_\_\_\_\_

Sir,

Mr..... has been authorised to be present at the time of opening of above tender due on..... at ....., on my/our behalf.

Yours faithfully,

Signature of Bidder

**Copy to:** Mr.....for information and for production before the Tendering Authority at the time of opening of bids.

**Note: This form should be returned along with offer duly signed**

**PROFORMA CERTIFICATE ON RELATIVES  
OF DIRECTORS OF EdCIL**

This has reference to our proposed contract regarding **Tender for Support on conduct of CBT in India for Various Clients of EdCIL against tender no. EdCIL/OTAS/CBT/2023** to be entered into with EdCIL.

For the purpose of Section 297/299 of the Companies Act, 1956, an extract enclosed at Appendix 11-A, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director of EdCIL;
- (ii) We are not a firm in which a Director of EdCIL or his relative is a partner;
- (iii) I am not a partner in a firm in which a Director of EdCIL or his relative is a partner;
- (iv) We are not a private company in which a Director of EdCIL is a Member or Director;
- (v) We are not a company in which Directors of EdCIL hold more than 2 % of the paid-up share capital of our company or vice-versa.

Authorised Signatory of  
The Contracting Party

Place...

Date...

**Note: This form should be returned along with offer duly signed**

**BIDDER'S BANK DETAILS**

<b>S. NO.</b>	<b>ITEM</b>	<b>DETAILS</b>
1	Name & Complete Address of the Supplier/ Contractor as per Bank Records	
2	Name & Complete Address of the Bank with Branch details	
3	Type of Bank Account (Current/ Savings/ Cash Credit)	
4	Bank Account Number (indicate 'Core Bank Account Number', if any).	
5	IFSC / NEFT Code (11 digit code) / MICR code, as applicable, along with a cancelled cheque leaf.	
6	Permanent Account Number (PAN) under Income Tax Act;	
7	GST Registration Number (for supply of Goods and services)	
8	E-mail address of the vendor / authorized official (for receiving the updates on status of payments)."	

(Name & Signature of the Bidder)

**Note: This form should be returned along with offer duly signed**

**UNDERTAKING/ DECLARATION/ CONFIRMATION**

**Bidder to submit the following undertaking duly signed by authorized representative.**

- I/We hereby undertake that all instructions and conditions of tender documents are acceptable to us unconditionally.
- I/We hereby undertake to provide all the necessary compliances/Invoice/ documents required under GST legislation for enabling EdCIL to avail Input tax (GST) credit. (Not applicable for the bidders who are under composition levy)
- I/We hereby declare that neither we ourselves, nor any of our allied concerns, partners or associates or directors or proprietors involved in any capacity, are currently serving any banning orders issued by EdCIL debaring them from carrying on business dealings with EdCIL.
- I/we confirm that our bid shall be valid up to 90 days from the date of opening of technical bid.
- I/we confirm that we accept contract period as indicated in the tender.
- I/we confirm that our quoted price shall be firm during the entire duration of the contract and without any qualification.
- I/we confirm that the prices quoted by Bidder for the items / services of same specifications /scope are not more than what they charge to other customers”.
- “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. .... (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. .... (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.”

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

- “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that bidder M/s. .... (Name of bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.”

[wherever applicable bidder must submit evidence of valid registration by Competent Authority]

.....  
(Name of the Bidder)

**Note: This form should be returned along with offer duly signed**

**UNDERTAKING**

{TO BE PRINTED ON COMPANY'S LETTER-HEAD}

We .....(bidder) undertake that all the documents/ certificates/ information submitted by us against the tender no. **EdCIL/OTAS/CBT/2023** are genuine. In case any of the documents/ certificates/ information submitted by us is found to be false or forged, action as deemed fit may be initiated by EdCIL at its sole discretion.

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

**FINANCIAL BID**

**Table-A: Cost per candidate for conduct of CBT in India (Recruitment or Academic Entrance Examination)**

Sr. No.	Item	Rates in Indian Rupees per candidate	
		In Figure	In Words
<b>A</b>	<b>Pre-Examination activities:</b>		
A (i)	Creation of application registration portal, Payment Gateway Integration, Finalisation of eligible candidate data, etc.		
A (ii)	Generation of roll number, designing of e-Admit card, SMS alerts and e-mail service, etc.		
<b>B</b>	<b>Examination and post examination activities:</b>		
	Conduct of Examination (includes Biometric fingerprint registration, webcam capture, Centre Administrator/Centre Superintendent, Invigilators (Supporting Staff, Security Guards and Peons Centre expenses, objection management, processing & preparation of results, application PDF & post CBT biometric fingerprint verification)		
<b>Total(A+B)</b>			

**Note:**

- (i) For the financial evaluation purpose, rates quoted at total of “Table A” alone will be considered for tender evaluation purpose.
- (ii) The above rates are excluding GST. GST as notified by Government of India from time-to-time shall be payable extra.
- (iii) The bidders are advised to take utmost care while filling the financial bid. In case of any discrepancy in the amount quoted in figure and in words, the amount quoted in figure shall be taken as final.
- (iv) In case of EdCIL makes arrangement of any Exam centre venue of their own, then EdCIL would be at the liberty to deduct 40% of the ‘Per Candidate’ amount i.e. 40% of rates quoted at total of “Table A” for that specific exam centre venue. EdCIL will provide IT Infrastructure & Invigilation staff only. The Bidder will be solely responsible for audit & smooth conduction of examination at these venues.

**(Signature and Seal of Bidder)**

Name in Capital letter: \_\_\_\_\_  
(in the capacity of: \_\_\_\_\_)

**Duly authorized to sign Bid for and on behalf of** \_\_\_\_\_

**ANNEXURE 28 (B)**

**Table B: Evaluation of Descriptive and Skill Test Answer sheets**

***(This item is optional and shall not be considered for the purpose of financial-bid evaluation)***

Sr. N.	Item	Rates in Indian Rupees per candidate	
		In Figure	In Words
1	Evaluation of descriptive answer booklet		
2	Evaluation of stenography answer booklet		

**Table-C: Cost per candidate for conduct of CBT outside India (SAARC countries)**

***(This item is optional and shall not be considered for the purpose of financial-bid evaluation)***

Sr.No.	Item	Rates in Indian Rupees per candidate	
		In Figure	In Words
<b>A</b>	<b>Pre-Examination activities:</b>		
	Creation of application registration portal, Payment Gateway Integration, Finalisation of eligible candidate data, Generation of roll number, designing of e-Admit card, SMS alerts and e-mail service, etc.		
<b>B</b>	<b>Examination and post examination activities:</b>		
	Conduct of Examination (includes Biometric fingerprint registration, webcam capture, Centre Administrator/Centre Superintendent, Invigilators (Supporting Staff, Security Guards and Peons Centre expenses, objection management, processing & preparation of results)		
<b>Total (A+B)</b>			

**NOTE:**

- (i) Presently EdCIL conducts online examination in Nepal. This can be extended to other SAARC countries.
- (ii) The above rates are excluding GST. GST as notified by Government of India from time-to-time shall be payable extra.
- (iii) The bidders are advised to take utmost care while filling the financial bid. In case of any discrepancy in the amount quoted in figure and in words, the amount quoted in figure shall be taken as final.

**(Signature and Seal of Bidder)**

Name in Capital letter: \_\_\_\_\_  
(in the capacity of: \_\_\_\_\_)

**Duly authorized to sign Bid for and on behalf of** \_\_\_\_\_

**ANNEXURE 28 (C)**

**Table-D: Cost per candidate for conduct of Skill-test in India**

**(This item is optional and shall not be considered for the purpose of financial-bid evaluation)**

Sr. No.	Item	Rates in Indian Rupees per candidate	
		In Figure	In Words
<b>A</b>	<b>Pre-Examination activities (Skill test):</b>		
	Finalisation of eligible candidate data, Generation of roll number, designing of e-Admit card, SMS alerts and e-mail service, etc.		
<b>B</b>	<b>Examination and post examination activities (Skill test):</b>		
	Conduct of skill test (includes Biometric fingerprint registration, webcam capture, Centre Administrator/ Centre Superintendent, Invigilators (Supporting Staff, Security Guards and Peons Centre expenses, objection management, processing & preparation of results)		
<b>Total (A+B)</b>			

**NOTE:**

- (i) In case of EdCIL makes arrangement of any Exam centre venue of their own, then EdCIL would be at the liberty to deduct 40% of the 'Per Candidate' amount i.e. 40% of rates quoted at total of "Table A" for that specific exam centre venue. EdCIL will provide IT Infrastructure & Invigilation staff only. The Bidder will be solely responsible for audit & smooth conduction of exam at these venues.

**Table-E: Setting up, Moderation & Translation of Question Paper**

**(This item is optional and shall not be considered for the purpose of financial-bid evaluation)**

S. No.	Item	Rates in Indian Rupees per question paper	
		In Figure	In Words
1	Setting up, Moderation & Translation of Question Paper (English & Hindi or one regional language) for CBTs conducted in MCQ, Descriptive & Skill Test mode.		
II	Setting up, Moderation & Translation of Question Paper (additional regional language) for CBTs conducted in MCQ, Descriptive & Skill Test mode.		

**Table-F: Cost per candidate for following services**

**(These items are optional and shall not be considered for the purpose of financial-bid evaluation)**

S. No.	Item	Rates in Indian Rupees per candidate	
		In Figure	In Words
I	Scanning of documents (admit card, attendance		

Tender for Support on conduct of CBT in India for Various Clients of EdCIL

	sheet and other examination material at examination centres) containing approx. 6 pages		
II	Issue of Additional Call Letters (Interview/ Skill Test/ Document Verification/ Physical Standard Test/ Physical Endurance Test/ Detailed Medical Examination, etc.)		
III	Preparation of result for recruitment through GATE/ UGC Net Score		
IV	Digi-Locker integration for verification of candidates testimonials		
V	Aadhar based biometric finger print verification		

**Note:**

- (i) The above rates are excluding GST. GST as notified by Government of India from time-to-time shall be payable extra.
- (ii) The bidders are advised to take utmost care while filling the financial bid. In case of any discrepancy in the amount quoted in figure and in words, the amount quoted in figure shall be taken as final.

**(Signature and Seal of Bidder)**

Name in Capital letter: \_\_\_\_\_

(in the capacity of: \_\_\_\_\_)

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_