

# Tender for Empanelment

Of

Agencies for Conduct of CBT

For

Various Clients of EdCIL



NIT No.: EdCIL/OTAS/CBT /2022

Dated: 29<sup>th</sup> Nov 2022

**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/2022

Dated 29<sup>th</sup> Nov 2022

Open tender offers are invited online on single packet system for technical empanelment of agencies for “Conduct of Computer Based Test (CBT)/Examination” for various clients of EdCIL. Only online bids shall 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 procurement portal. 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 has 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 Bid should be submitted in the online portal. Please refer to Annexure-16 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, Kendriya Vidyalaya Sangathan, and Navodaya Vidyalaya Samithi.

**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.

**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, NMEICT, 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 technically empanel one or more agencies for “Conduct of Computer Based Test (CBT)”, its administration, logistics, processing of results, and submission of raw score & CBT Result to EdCIL for declaration of results by its’ end client.

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 (8-10 members), etc., 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 successful 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.
- 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 The successful bidder is required to allocate 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 successful 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 The successful bidder is required to deploy IT Manager, Invigilators, MTS, Security Staff (Male and Female), etc. required for the conduct of the examination.
- 5.13 Coordination in deploying jammer, CCTV surveillance & recording, Biometric, Frisking through HHMD, Thermal Scanning, and Crowd Management facility obtained by EdCIL from separate vendor.
- 5.14 Obtaining all statutory clearances for the smooth conduct of CBT.
- 5.15 Setting up of Command Centre/Control Room in EdCIL/end Client’s Office.
- 5.16 Conduct of Computer Based Test (CBT).
- 5.17 Reporting of any untoward incident/FIR to local police, as per the advice of EdCIL.
- 5.18 Provision for receipt of candidate representations post-examination.
- 5.19 Submission of candidate responses to EdCIL the same day after the completion of CBT.
- 5.20 Application of Normalization Process as and when required.



- 5.21 Submission of final merit list in a digitally signed and non-editable format as approved by EdCIL.
- 5.22 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 technical bid 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/2022 dated 29<sup>th</sup> November 2022:**

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 Tender Document/	Tender document will be available on websites from 29.11.2022 to 15.12.2022. 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. 25 Lakhs Candidates per year
5.	Earnest Money Deposit (EMD)	Rs.40 Lakhs (Rupees Forty 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	15.12.2022 up to 01:00 PM at EdCIL Office, Noida.
7.	Bid Validity period	90 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 05.12.2022. The pre-bid queries received beyond the stipulated date shall not be entertained.
9.	Pre-Bid meeting for queries, if any	On 05.12.2022 at 02:30 PM at EdCIL Office, Noida
10.	Issue of Corrigendum/ addendum/ clarification (if any) online	On 07.12.2022
11.	(a) Last date for submission of Bid	15.12.2022 up to 1.00 PM
	(b) Opening of Technical bid	15.12.2022 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 estimated value of each project assigned to a bidder from time-to-time. (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 company's satisfactory performance and EdCIL's internal requirement) (2+1+1 Years)

**Note:**

- (a) The figure at items no. 4 is estimated only for projection per annum based on past business for conduct of computer-based test.
- (b) The figure based on the business placed with EdCIL may vary as per market demand.
- (c) EdCIL reserves the right wherever necessary the work may be divided in two or more agencies.

**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 successful 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 Merit List.
- 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 successful bidder:**

- 7.2.1 Approved Process document for the execution of entire project requirement etc. [Project Plan, Deployment of Project Team at EdCIL office (8-10 members)] based on inputs received from end Client.
- 7.2.2 Development and hosting of Online Application Registration Portal
- 7.2.3 Provide Link for Payment Gateway Integration for online receipt of application fees

- 7.2.4 Generation of MIS of the Application Fee and Reconciliation
- 7.2.5 Development of suitable software for generating e-Admit Cards
- 7.2.6 Facility of Bulk e-mail & SMS
- 7.2.7 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.
- 7.2.8 Intimation of e-Admit Cards through E-Mail and SMS alerts.
- 7.2.9 Setting-up of Help Desk (12 Hours per day x 7 Days a week). The Help Desk facility is to be provided at the successful bidder's location through a dedicated Toll-Free Number and e- mail.
- 7.2.10 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.
- 7.2.11 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.
- 7.2.12 Creation of question papers, moderation, translation and encryption.
- 7.2.13 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.
- 7.2.14 The decryption of the question papers at the specified time.
- 7.2.15 Setting up of command centre/control centre at EdCIL/ end clients office for real-time monitoring of CBT exam.
- 7.2.16 Conduct of computer-based tests ensuring physical security, data security, web surveillance.
- 7.2.17 Processing of candidate's online representation for MCQ question/ answer option after exam.
- 7.2.18 Audit Trail of the entire CBT and result preparation activities.
- 7.2.19 MIS/ customized report generation/analytics
- 7.2.20 Complaint Management for queries received from candidates and the end client.
- 7.2.21 Profile of Question Paper (QP) Setters (Academic Qualification & Work Experience without identifiable details).
- 7.2.22 Soft Copy of Candidates Data, Centre Master details having Centre No. and Centre Details.
- 7.2.23 Report on adverse occurrences, including malpractices.
- 7.2.24 Submission of candidate's raw response after the examination, audit trail, and attendance sheets.
- 7.2.25 Preparation of Final Merit List in the specified format as laid down by end client.

7.2.26 Conduct of Skill Test and its evaluation. The Skill Test shall mainly comprise of [Typing Test (English/Hindi), Stenography Test/Data Entry, and Computer Proficiency Test [MS Word, MS Excel, MS Power Point, MS Access & TALLY, etc.]

7.2.27 Submission of invigilators database to EdCIL.

7.2.28 Submission of city-wise availability of nodes on a Pan India basis every fortnight to EdCIL.

7.2.29 The successful 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:

<b>Sl. No.</b>	<b>Activity</b>	<b>Tentative Time (in days)</b>
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.	30
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.	30
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	14
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.	21
9.	Preparation and submission of final merit list.	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 successful 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 successful 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 software portal for registration of online applications, integration of payment gateway and testing.
- 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)
- 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 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 specified 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 successful 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 successful 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 successful 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 successful bidder, as per the requirements and directives from EdCIL, shall set-up systems at the required exam centres in India (The cities where the Test shall be conducted are given at (Annexure-10), ensuring that at least 10% of the systems are available as backup per shift.
- 7.4.9 The successful bidder shall ensure that all exam centres have the prescribed hardware, software, and LAN connectivity for conducting the examination.

- 7.4.10 The successful bidder shall ensure that UPS, Generator, and Air conditioners/cooling facilities are available and functional at each exam centre in each lab for un-interrupted power supply with adequate back-up. Besides, the successful bidder shall also ensure that mobile generators are also available as a back-up to meet out any eventuality.
- 7.4.11 The successful 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.
- 7.4.12 The successful bidder shall carry out a periodic audit at Exam Centres for
- 7.4.12.1 Hardware, Operating System, Processor Speed, RAM, Network and Keyboards etc.
  - 7.4.12.2 Software – Screen resolution and LAN connectivity, Browser.
  - 7.4.12.3 Working condition of UPS, generator, and Air conditioners cooling system.
- 7.4.13 The successful bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both boys and girls at each examination centre.
- 7.4.14 The successful bidder shall host and manage the examination process through intranet- based solutions at Exam Centres.
- 7.4.15 The successful 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”.
- 7.4.16 The successful bidder shall generate the e-admit cards based on the logic approval of EdCIL.
- 7.4.17 The successful bidder shall ensure checking of original Identification proof and admit card of the candidates at the main gate of the examination centre.
- 7.4.18 Individual password shall be given to each candidate by the successful bidder at the examination centre prior to start of actual examination.
- 7.4.19 The successful 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.
- 7.4.20 The successful bidder shall allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine.
- 7.4.21 The successful bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at exam centres.
- 7.4.22 All pre-examination phase processes shall be carried out by the successful bidder in consultation with EdCIL.
- 7.4.23 Test Centres: The successful 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:
- 7.4.23.1 The Test Centres location should be easily accessible through public transport like air, rail, bus, metro, auto etc.
  - 7.4.23.2 The examination centres should have all necessary amenities/facilities for PWD Candidates, including wheelchair, ramp, toilet, etc.
  - 7.4.23.3 The successful bidder shall ensure that all fire safety requirements are made

available at the examination centres.

- 7.4.23.4 The successful 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.
- 7.4.23.5 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.
- 7.4.23.6 All the Centres should be thoroughly verified by the successful bidder before the scheduling of any EdCIL's examination.
- 7.4.23.7 EdCIL reserves the right to whitelist/blacklist any of the centre(s).
- 7.4.23.8 Any centre previously blacklisted by any of the successful bidder's clients should not be offered to EdCIL without an explicit approval.
- 7.4.23.9 All the test centres should be audited by the internal experts of the Bidder Company.
- 7.4.23.10 The successful 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.
- 7.4.23.11 The successful bidder shall not deny/restrict EdCIL, or its end Client with identification documents from doing audit/inspection of examination centres with prior notice.
- 7.4.23.12 In case any examination centre is damaged causing operational break-down/fire/water logging, etc., the successful 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 successful 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 successful 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
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
Security Guard	Minimum One per 100 candidates (Suitability needs to be justified with Centres. Male &

	Female Security Guards must be deployed as per the requirement)
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 successful 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 successful bidder and as well as of the Test Centre. Centre Superintendent, and Invigilators must be teachers/staffs of a recognized college/ school/Institution. The invigilators should be deployed for the examination along with Lanyard ID card.

**The successful 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 successful 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 successful 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 successful 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 successful bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for the test at Examination Centres.
- 7.5.12 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 successful bidder should provide reports to EdCIL to view the test progress at all the Centres during the examination.
- 7.5.13 The successful bidder should have technical competence to rule out unauthorized access to LAN either physically or remotely.
- 7.5.14 The successful 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.
- 7.5.15 The successful 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 10% reserve pool of client systems of the total number of registered candidates in a session at each test centre.
- 7.5.16 There must be adequate spacing between two adjacent seats. Service provider should arrange for a partition of appropriate size between adjacent seats.
- 7.5.17 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.

- 7.5.18 The successful bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 7.5.19 The successful bidder shall obtain candidate's feedback through an online Feed Back Form, after the examination is over.
- 7.5.20 The successful bidder shall provide rough paper sheet/s to the candidates as per requirement.
- 7.5.21 The successful bidder shall monitor and supervise Exam Centre activities on the monitoring console to be installed by the successful bidder in EdCIL, Noida/end Client's office. The data should be real time generated from each Exam Centre during the examination.
- 7.5.22 At the end of the exam, transfer/export of candidate response and audit trails shall be done by the successful bidder on secured channel from local server to Central server of the successful 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 successful bidder and handed over to the authorized representative of EdCIL for approval.
- 7.6.2 The successful bidder shall calculate marks obtained by each candidate as per the requirement and marking scheme to be provided by EdCIL. The successful 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 merit list shall be submitted by the successful bidder in digitally signed & non-editable format to EdCIL.
- 7.6.3 The candidate's responses, audit trails, should be uploaded automatically from the local server to the data centre in a secured manner. There should not be any traces of any data pertaining to the candidate whatsoever post uploads left on the exam centre server.
- 7.6.4 The successful 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 successful bidder. After confirmation of proper transfer of data to the server, the Test Administrators of the successful bidder in the presence of EdCIL representatives, should demonstrate complete automatic deletion of the responses and audit trails in the hard disc of the main and backup server.
- 7.6.5 The successful 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 successful bidder shall provide Post Examination Analytics Report in the following manner:
  - 7.6.6.1 Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of EdCIL.
  - 7.6.6.2 Candidate (s) performance Analysis (Post wise, Shift wise, Centre wise, area-wise, discipline wise, gender-wise, etc.);
  - 7.6.6.3 Psychometric Analysis of Question Papers.
  - 7.6.6.4 Analyse audit logs and provide a summary of audit logs like number of clicks, time log, MAC, IP address etc.
  - 7.6.6.5 To provide audit trail & related report of result preparation in order to ensure that there is no tempering taken place during result preparation.
  - 7.6.6.6 To provide forensic analysis report regarding proxy candidates, unfair means report etc.
  - 7.6.6.7 Any other reports by analyzing the data stored, whenever required by EdCIL.
- 7.6.7 The successful bidder shall provide documented inputs and support for handling
  - 7.6.7.1 Candidates' queries
  - 7.6.7.2 Press queries
  - 7.6.7.3 RTI queries
  - 7.6.7.4 Court Cases
  - 7.6.7.5 Any other Enquiry

**Note:**

1. The successful bidder will have to carry/demonstrate a complete System Test Run (STR) with test data to EdCIL before implementation of the software. The successful bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The successful 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 successful bidder shall archive the result and other examination data for future references after the specified time, as per the requirement of EdCIL.
4. **MIS generation/ customized reports:** The successful 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 sent 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 and as per 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 successful 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 Bid, if any or

8.4.3 In case of a successful 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 unsuccessful Bidder(s) after completion of the empanelment 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 bidder should be operating in India for a minimum of last 5 Financial Years ending 2021-22 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 100 technical employees (Graduate with relevant IT knowledge) employed in-house in India for conduct of exam development of software, 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 Organization 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 & 27001 standards. The CBT software should meet the cyber security audit requirements as specified by CERTIN.	Copy of valid CMMI Level certificates; published on CMMI website, copy of valid STQC/ISO certificate(s), Copy of valid Cert-In certificate	
<b>3</b>	<b>Bidder's Financial Turnover</b>		
3.1	Average turnover of the bidder should be minimum Rs.50 crores in last 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22). Organization must be having positive net worth as on 31 <sup>st</sup> Mar 2022.	Copy of the certified and audited Profit & Loss Account and Balance Sheet for FY 2019-20, FY 2020-21 and FY 2021-22	
3.2	Average annual turnover of the bidder from Computer Based Test should be minimum Rs. 10 crores in last 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22).	Certificate from practicing Chartered Accountant	
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in INDIA</b>		

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No) with ref. page. No.
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 01 (one) Lakh candidates each on all India basis, out of which at least one project should be Conduct of Computer based Examination of at least 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 should not have been 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

successful 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 scrutiny of pre-qualification criteria mentioned in the tender document shall be undertaken by the evaluation committee to determine whether the documents have been properly signed, qualification criteria fulfilled, all relevant papers submitted and whether the bid document is generally in order. The evaluation committee can seek additional information from the bidders, if needed. The bid document not confirming to requirements will be rejected.

Detailed technical evaluation shall be carried out by a Tender Evaluation Committee constituted for this purpose by the 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.

The selection of agencies will be based on the technical evaluation on the basis of the criteria given in the tender document and as per the documents submitted and technical presentation. Each of the item type has been allocated a particular mark, based on which the final technical score will be calculated. The qualifying technical score will be 70 marks out of 100 marks. Bidders who qualify in the technical evaluation will be ranked on the basis of merit and will be selected for empanelment.

The bidder should provide full support to EdCIL for evaluation of the examination process and examination software's cyber security. The entire technical evaluation support should be completed within 3 weeks from the start of the technical evaluation.

### **10.1 Technical Evaluation:**

10.1.1 Technical Bid will be assigned a **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:

10.1.1.1 Prior experience of the vendor in conducting "Computer Based Test (CBT)-Examinations".

10.1.1.2 Capability of the vendor to develop the required software.

10.1.1.3 Availability of adequately trained personnel in the Company to conduct the examination in the required number of Centres and cities, and

10.1.1.4 The vendor must submit city-wise list of nodes vetted and available as on date of submission of bids.

10.1.1.5 Standing of the agency and its financial position.

10.1.1.6 Security and software quality certification.

10.1.2 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>		EPF registration Certificate and self-declaration from the authorized signatory/ HR Head	
	1-100	00			
	101-200	04			
	201 – 250	06			
	251 & 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-Declaration from Authorised Signatory for ownership of source code and capability/ willingness to change	
<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		Self-Declaration from the Authorized Signatory/ Departmental head for required technical manpower	
<b>2</b>	<b>Bidder's certification</b>	<b>08 Marks</b>			
<b>2.1</b>	<b>CMMI level (Organisation-Development/ 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>ISO &amp; Other Certifications</b>	<b>04 Marks</b>		Self-attested copies of	
	ISO 9001 & ISO 27001 Certification	02			



S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	CBT Software STQC/ CERT-IN certified	02		relevant certificates	
<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 financial years ending 31.03.2022 should be INR 10 crores or more in India from Computer Based Examination</b>	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered Accountant	
	Less than 10 Crore	00			
	>=10 Crore and <30 Crore	03			
	>=30 Crore and above	06			
<b>3.2</b>	<b>The average turnover of the bidder should be minimum INR 50 crores in last 3 consecutive financial years ending 31.03.2022. The turnover should be of the bidder and not of the group companies or consortium. 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 50 Crore	00			
	>=50 Crore and <=75 Crore	03			
	>75 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 & equal to 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 2019-20, FY 2020-21 &amp; FY 2021-22</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	<50,000 Candidates	00			
	>=50,000 and <75,000 Candidates	06			
	>=75,000 & above Candidates	08			
<b>4.3</b>	<b>Number of academic/recruitment Assignments completed with 50,000 or more candidates in India during FY 2019-20, FY 2020-21 &amp; FY 2021-22</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	Less than 3 assignments	00			
	3 to 5 assignments	05			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	More than 5 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)	
	<50,000 Nodes	00			
	>=50,000 <75,000 Nodes	06			
	>=75,000 & 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	04			
	Tier III 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>			
<b>6.1</b>	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	10*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	communication mechanism/device (external or internal hardware in node) for cheating. 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	10*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	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).				
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 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	10*			

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	preparation and upload to bidder's software.				
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 be awarded 16 marks  $\{(80/100) * 20 = 16 \text{ marks}\}$ .**

**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 Empanelment**

Bidders shortlisted for empanelment will be required to sign an agreement with EdCIL, accepting the terms & conditions laid down by EdCIL and shall work in accordance with the scope of work mentioned in this tender document. After signing the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

### **11. Allocation of work:**

11.1 The empanelment shall be initially for a period of 2 (two) years from the date of signing of contract by the empaneled agencies. It can be extended for a further period of two years on yearly basis through an extension of empanelment letter based on periodic reviews to assess the performance during the specified duration of empanelment at the same terms and conditions. EdCIL shall be free to curtail the empanelment at any time during the period of empanelment, without assigning any reason.

11.2 EdCIL will invite financial proposal from the empaneled agencies for specific assignments quarterly on need basis. EdCIL reserves the right to award the work to any of the empaneled agencies, based on the financial quote for a particular assignment. The selection of work will be done on L-1 (Lowest Cost) basis for that particular assignment. The evaluation committee will be the final authority for selection of the agency.

11.3 The selected agency shall not sublet/assign the project to any other agency, in whole or in part, to perform its obligations under the agreement.

11.4 Mere empanelment with EdCIL does not guarantee allocation of work.

11.5 In case, EdCIL does not find the work of the agency upto its satisfaction, EdCIL

reserves the right to get it done from other empaneled agency/agencies for which the agency hereby gives its written consent and undertakes not to raise any dispute in this context, at any point of time.

- 11.6 In case of any exigency, the job may be entrusted to any of the empaneled agencies which EdCIL deems fit to meet the requirements of the EdCIL's end client.

**12. Important Instructions:**

- 12.1 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.
- 12.2 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 & 27001 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.
- 12.3 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 proctoring staff, adequate security measures and due diligence etc.
- 12.4 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.
- 12.5 The successful 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.

**13. Source Code:**

- 13.1 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.
- 13.2 Different versions of Software code should be managed appropriately in a standard version control system within the organization.
- 13.3 Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
- 13.4 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.

- 13.5 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.
- 13.6 The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
- 13.7 Proper security provision for source codes shall be maintained.

#### **14. Technology vulnerability reduction**

- 14.1 The successful bidder shall ensure that the examination is conducted in the secured channel where no external network penetration is possible.
- 14.2 The successful 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 successful bidder in the list without approval from EdCIL. However, EdCIL reserves the right to cancel/ change any centre/invigator.
- 14.3 The successful bidder shall accommodate inspection of EdCIL/end Client's representatives based on proof of identity provided, as and when required.
- 14.4 Project execution life cycle: The proposed timelines
- 14.5 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.
- 14.6 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.
- 14.7 The system should support question randomization with option shuffling, ensuring that no two adjacent question papers area like.
- 14.8 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.
- 14.9 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.
- 14.10 The successful 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.
- 14.11 The successful Bidder must employ multiple backup systems, including offline backups to securely maintain the software and its corresponding source code.

- 14.12 The successful 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 successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
- 14.13 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.
- 14.14 The successful Bidder would be required to design a high-performance system and conduct performance tests to verify successful 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.
- 14.15 The successful 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.
- 14.16 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.
- 14.17 The successful 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 3hours.
- 14.18 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 successful bidder.

**15. Amendment:**

- 15.1 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.
- 15.2 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.
- 15.3 The criteria and conditions are subject to change after a decision post pre-bid meeting, if and as necessitated.
- 15.4 Tenderers may regularly go through the website since all the corrigendum



addenda/subsequent notices shall only be published on the website.

**16. Content Management and Results:**

- 16.1 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 successful bidder.
- 16.2 Result Processing: The successful 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 successful bidder shall provide legally accepted statistical method for normalization of the scores of candidates wherever the examination is conducted in more than one shift.
- 16.3 In case of any query/investigation, the successful 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.
- 16.4 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.

**17. Appointment of Successful Bidder:**

- 17.1 **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.
- 17.2 **Notification of Award:**  
Prior to the expiry of the validity period, EdCIL will notify the successful 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 successful bidder's furnishing of Performance Bank Guarantee, EdCIL will notify each unsuccessful bidder and return their EMD.

**18. Performance Guarantee:**

- 18.1 The successful 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 successful 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.

18.2 The Performance Guarantee (PG) shall contain a claim period of 90 days from the last date of validity of PG. The successful 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 successful bidder fails to submit a performance guarantee within the time stipulated, EdCIL at its discretion may cancel the order placed on the successful bidder without giving any notice. EdCIL shall invoke the performance guarantee wherever deemed fit.

18.3 No interest will be paid to the successful bidder on the Performance guarantee.

**19. Insurance:**

19.1 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.

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

**20. Signing of Contract:**

After EdCIL notifies the successful 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 successful bidder between EdCIL and the successful bidder with mutually agreed terms and conditions.

**21. Terms of Payment:**

21.1 The payment to the successful bidder shall be made in Indian rupees and shall be paid only after the successful 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:

21.1.1 75% of the Project Cost after successful completion of each examination.

21.1.2 The balance 25% of the Project Cost after submission of the final result and handing over of all the deliverables to EdCIL.

21.1.3 In case of examination which would be spread over multiple dates, the payment timeline would be counted from the date of last examination of the particular exam assignment.

21.1.4 TDS will be deducted as per rule.

21.1.5 Taxes as applicable would be paid extra.

21.1.6 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.

21.1.7 The payment shall be in Indian Rupees and shall be paid only after successful

completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, violation of terms and conditions of contract, cost and time over-run etc. In case the successful bidder fails to execute the contract, EdCIL shall have liberty to get it done through any other agency with full cost recoverable from the successful bidder in addition to damages and penalty.

## **22. Penalty and Liquidated Damage:**

- 22.1 In case of non-fulfillment of the successful bidder's specific obligation as under the contract, which non-fulfillment leads to data loss/ non-compliance of event-based log/ data saving. The successful 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 successful 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 successful 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.
- 22.2 If the successful 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.
- 22.3 If any examination has to be conducted either on the buffer date or any of the unused weekends due to any technical or non- technical problems from the successful bidder's side, then the successful bidder has to bear the cost of the conduct of the examination as quoted in the financial bid.
- 22.4 In case the successful bidder fails to fulfill the obligations as per the terms and conditions of the contract, the EdCIL may impose penalty to the extent of 100% of the total payment due for that Computer Based Examination. In addition, the Performance Security may also be forfeited.
- 22.5 In case of any deficiency of successful bidder by the Technical Administrators in conducting the "Computer Based Test (CBT)-Examination" at a Test center that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the successful bidder shall be limited to twice of total payable by EdCIL to the successful bidder for that particular test center where the deficiency has been verified and confirmed by EdCIL. However under no circumstances the penalty can exceed five (5)% of the contract value for that examination.
- 22.6 If the successful bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, EdCIL shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order value of the delayed Service(s) or unperformed Service(s).
- 22.7 If the successful bidder fails to complete the entire works/Service(s) before the

completion date or the extended date or if the Bidder repudiates the Contract before completion of the Services, EdCIL may without prejudice to any other right or remedy available to EdCIL as under the Contract, recover from the successful Bidder, as ascertained and agreed liquidated damages not exceeding five (5)% of the contract value.

- 22.8 In case the successful bidder fails to execute the contract for reasons solely attributable to the successful Bidder, EdCIL shall have the liberty to get it done through any other agency.
- 22.9 If the delay adversely affects the conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of the contract.
- 22.10 Penalty @ Rs.50,000/- per question shall be levied for out of syllabus questions.
- 22.11 Penalty @ 25% of the exam value shall be levied if the wrong question paper is uploaded. In addition, the successful bidder shall conduct the re-examination at their own cost.
- 22.12 Penalty for center change including change of address of center and candidate change by successful bidder after issue of admit card will be levied @ 300% per candidate including non-payment for the affected candidate(s).
- 22.13 The successful bidder must allot minimum 95% candidates with 1st/2nd choice of city opted by candidate in the application form. Unless there is shortage of centres in a given city, the penalty for not adhering to these service requirements will be as under:

	<b>Service level</b>	<b>Penalty Applicable</b>
Allotment of Candidates with 1 <sup>st</sup> /2 <sup>nd</sup> choice of city	>=95%	No penalty
	90% to < 95%	@ 200% per candidate including non- payment for the affected candidate(s).
	Less than 90%	@ 300% per candidate including non-payment for the affected candidate(s).
Allotment of Candidates with 3 <sup>rd</sup> /4 <sup>th</sup> /5 <sup>th</sup> choice of city	Upto 5%	No penalty
	5% to =<10%	@ 200% per candidate including non-payment for the affected candidate(s).
	>10%	@ 300% per candidate including non- payment for the affected candidate(s).

- 22.14 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.
- 22.15 In case the examination is reconducted due to reasons attributable to the bidder, then the entire cost for re-conduct of the examination shall be borne by the bidder and no extra payment on this account will be made by EdCIL.

22.16 The penalty shall be recovered alongwith GST as per prevailing Government of India guidelines.

**23. Time Frame:**

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

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

24.1 The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

24.2 The successful 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.

**25. Fraudulent and Corrupt Practices:**

25.1 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.

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

- "corruptpractice" 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.

## **26. Force Majeure:**

26.1 Force Majeure is herein defined as any cause, which is beyond the control of the successful 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:

- 26.1.1 Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- 26.1.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- 26.1.3 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.

26.2 The successful 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 successful bidder till such date of termination of contract.

## **27. 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.

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

- 27.1.1 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
- 27.1.2 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

27.1.3 Abandons the work; or

27.1.4 Persistently disregards the instructions of EdCIL in contravention of any provision of the Contract; or

27.1.5 Fails to adhere to the agreed program of work; or

27.1.6 Assigns or sublets the work in whole or in part thereof without prior written consent of EdCIL; or Performance is not satisfactory; or

27.1.7 If the Service Provider obtains the contract with EdCIL with illegal manner;

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

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

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

27.2.1 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.

27.2.2 Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.

27.2.3 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.

27.2.4 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.

27.3 Termination for Convenience

27.3.1 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.

27.3.2 Depending on merits of the case the Service Provider may be appropriately compensated by EdCIL for the loss incurred by the Service Provider, if any, due to such termination.

## **28. Proprietary Rights:**

28.1 All rights, title and interests in and to the Services Environment and any other

material used by the successful bidder in the provision of the Services shall exclusively belong to the successful bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the successful bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the successful 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 successful bidder shall be on a non-exclusive basis and the successful 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.

- 28.2 Notwithstanding the above clause, the successful bidder shall not approach or take over the recruitment services work of any of the existing/ targeted clients of EdCIL for online recruitment examination business during the currency of the Contract. Apart, the successful 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 successful bidder.

**29. 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. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge EdCIL for additional costs incurred, if any, as may be decided by EdCIL on the merits of the case.

**30. Settlement of Disputes:**

- 30.1 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.
- 30.2 **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 the EDCIL may sue or be sued.

**31. 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.

**32. Arbitration Clause:**

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

**33. Reservation of Rights:**

EdCIL reserves the right to:

- 33.1 Extend the Closing Date for submission of bids.
- 33.2 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>.
- 33.3 Seek information from the Bidders on any issue at any time.
- 33.4 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.
- 33.5 Terminate or abandon this Procedure or the entire project, whether before or after the receipt of proposals or midway during currency of the agreement.
- 33.6 Seek the advice of external consultants to assist EdCIL in the evaluation or review of proposals or execution of the contract.
- 33.7 Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.
- 33.8 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.

**34. Suspension**

- 34.1 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:
  - 34.1.1 Shall specify the nature of the failure and
  - 34.1.2 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.

34.1.3 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.

### **35. 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.

### **36. Interpretation**

In these Terms & Conditions:

- 36.1 References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- 36.2 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.
- 36.3 The headings are inserted for convenience and are to be ignored for the purposes of construction.
- 36.4 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.
- 36.5 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.
- 36.6 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.
- 36.7 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.
- 36.8 The successful bidder would also be included in the term bidder, for the sake of clarity.
- 36.9 The terms, examination and evaluation may also be used interchangeably.
- 36.10 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.
- 36.11 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.

### **37. 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".

### **38. Acceptance Tests**

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

### **39. Audit by Third Party**

39.1 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 successful bidder shall work closely with auditor for smooth, transparent and timely conduct of the examination.

39.1.1 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.

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

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

39.1.4 Timely mitigate (before exam start) the critical observations identified by auditors during pre-exam center audit to the satisfaction of EdCIL.

39.1.5 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.

39.1.6 The observations related to pre, during or post exam should be mitigated to

the satisfaction of EdCIL.

- 39.1.7 The data should be made available to EdCIL in a secure manner. All processing of the data provided by the exam successful bidder would be performed by EdCIL at their premises.
  - 39.1.8 Provide access to the auditor “during exam” at the exam center as independent observers.
  - 39.1.9 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.
  - 39.1.10 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.
- 39.2 Following electronic data is to be provided by successful bidder:
- 39.2.1 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.
  - 39.2.2 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.).
  - 39.2.3 Dump of services and applications running on the attendance/registration system, and IT manager computer.
  - 39.2.4 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.)
  - 39.2.5 Seating plan of candidates (exam center, room number, seat number, node IP, node MAC, similar details in case of change of node, etc.)
  - 39.2.6 Final score computed for the candidates.
  - 39.2.7 Feedback received from candidates.
  - 39.2.8 Log of system or power issues or any other technical/non-technical incident that occurred during exam including historical incidents.
  - 39.2.9 Log of any issues with the Firewall or exam software
  - 39.2.10 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.

- 39.2.11 Details of exam centers and their total capacity in terms of seats and nodes
- 39.2.12 Report of health check/IT audit of machines as well as physical infrastructure audit of centers
- 39.2.13 List of whitelisted websites and applications on primary server, backup server, and candidate nodes
- 39.2.14 Log of exam data received at a central server with timestamp.
- 39.2.15 Log of connections made to the exam center servers from the central server or Head office (network log of connections made)
- 39.2.16 Provide any other data as per the requirement of EdCIL connected with the particular exam.

#### **40. 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 except for matters pertaining to performance of work according to the scope of work mandated to Bidder as defined herein above.

#### **41. Consortium**

No consortium will be entertained by EdCIL.

#### **42. Special Terms and Conditions**

- 42.1 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.
- 42.2 The discretion of EdCIL for awarding business and mode of business will be final and binding on the bidder.
- 42.3 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.
- 42.4 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.
- 42.5 EdCIL intends to enter an end-client agreement towards conducting of online examinations which will be honored by the successful bidder based on the terms of the current agreement.
- 42.6 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.

- 42.7 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**

## I. Addressed to

a.	Name of the tendering authority	EdCIL (India) Limited
b.	Address	EdCIL House 18-A, Sector 16-A Noida – 201301 (U.P.), India
c.	Telephone	(0120) 2970206-07
d.	Tele-Fax	(0120) 2970209

## II. NIT Number: EdCIL/OTAS/CBT/2022

## III. Other related details: -

1.	Name of Bidder			
2.	Name & Designation of Authorized Signatory			
3.	Registered/Head Office Address			
4.	Delhi Office	Address		
		Phone		Fax:
		Contact Person		
		Phone		Fax:
5.	Year of Establishment			
6.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership
7.	Telephone Number(s)/ Mobile			
8.	Website URL			
9.	Fax No.			
10.	Email Address			
11.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	FY 2019-20	FY 2020-21	FY 2021-22
12.	Whether bidder owns the source code of the examination software	Yes/No		
13.	Clientele: (Clients from whom certificates of satisfactory report can be produced should be mentioned)			
14.	Whether the bidder is capable to provide infrastructure capacity of 50,000 candidates, single shift, PAN India			

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15.	No. of technical Staff for the conduct of examination	
16.	Security and other Software certifications	
17.	Indicate if organization has been blacklisted or unable to deliver Online Computer Based Examination for any of the offices of Centre or State Govt. or any of its other customers? If so, details may be provided.	

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

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

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

IV. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).



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- V. The bid is valid for 90 days from the date of opening of bid. The validity can be extended with mutual agreement. Following documents are attached towards the proof of earnest money deposited in favour of EdCIL (India) Limited, Payable at Noida, India.

S. No.	Earnest Money deposited through	Number	Dated
1.	Demand Draft (Payable at Noida Only)/ Bank Guarantee/ Bid Securing Declaration Form		

- VI. Tax Clearance Certificates:

S. No.	Type of Tax	Whether tax clearance certificate enclosed (Yes/No)	Certificate Number	Page No.
1.	GST			

- VII. No Advance payment shall be made. Payments shall be made as per payments terms.
- VIII. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

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

Date:  
Place:

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

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No)	Page no. reference
<b>1</b>	<b>Bidder's Profile</b>			
1.1	The bidder should be a company/firm registered in India. The bidder should be operating in India for a minimum of last 5 Financial Years ending 2021-22 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 100 technical employees (Graduate with relevant IT knowledge) employed in-house in India for conduct of exam development of software, 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 Organization 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 & 27001 standards. The CBT software should meet the cyber security audit requirements as specified by CERTIN.	Copy of valid CMMI Level certificates; published on CMMI website, Copy of valid STQC/ISO certificate(s), Copy of valid Cert-In certificate		
<b>3</b>	<b>Bidder's Financial Turnover</b>			
3.1	Average turnover of the bidder should be minimum Rs.50 crores in last 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22). Organization must be having positive net worth as on 31 <sup>st</sup> Mar 2022.	Copy of the certified and audited Profit & Loss Account and Balance Sheet for FY 2019-20, FY 2020-21 and FY 2021-22		
3.2	Average annual turnover of the bidder from Computer Based Test should be minimum Rs. 10 crores in last 3 financial years (FY 2019-20, FY 2020-21 and FY 2021-22).	Certificate from practicing Chartered Accountant		
<b>4</b>	<b>Bidder's experience in Computer Based Test (CBT) in INDIA</b>			

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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 01 (one) Lakh candidates each on all India basis, out of which at least one project should be Conduct of Computer based Examination of at least 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 should not have been 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>		EPF registration Certificate and self-declaration from the authorized signatory/ HR Head	
	1-100	00			
	101-200	04			
	201 – 250	06			
	251 & above	08			

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S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
<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-Declaration from Authorised Signatory for ownership of source code and capability/ willingness to change	
<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		Self-Declaration from the Authorized Signatory/ Departmental head for required technical manpower	
<b>2</b>	<b>Bidder's certification</b>	<b>08 Marks</b>			
<b>2.1</b>	<b>CMMI level (Organisation-Development/ 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>ISO &amp; Other Certifications</b>	<b>04 Marks</b>		Self-attested copies of relevant certificates	
	ISO 9001 & ISO 27001 Certification	02			
	CBT Software STQC/ CERT-IN 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 financial years ending 31.03.2022 should be INR 10 crores or more in India from Computer Based Examination</b>	<b>06 Marks</b>		Audited balance sheet and Certificate by Chartered Accountant	
	Less than 10 Crore	00			
	>=10 Crore and <30 Crore	03			
	>=30 Crore and above	06			
<b>3.2</b>	<b>The average turnover of the bidder should be minimum INR 50 crores in last 3 consecutive financial years ending 31.03.2022. The turnover should be of the bidder and not of the group companies or consortium. 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 50 Crore	00			
	>=50 Crore and <=75 Crore	03			
	>75 Crore and above	06			

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S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
<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 & equal to 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 2018-19, FY 2019-20 and FY 2020-21</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	<50,000 Candidates	00			
	>=50,000 and <75,000 Candidates	06			
	>=75,000 & above Candidates	08			
<b>4.3</b>	<b>Number of academic/recruitment Assignments completed with 50,000 or more candidates in India during FY 2019-20, FY 2020-21 and FY 2021-22</b>	<b>08 Marks</b>		Customer experience certificate/ work order	
	Less than 3 assignments	00			
	3 to 5 assignments	05			
	More than 5 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 at least 100 Nodes in the 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)	
	<50,000 Nodes	00			
	>=50,000 <75,000 Nodes	06			
	>=75,000 & 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	04			
	Tier III 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>			

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S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
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 utilises another communication mechanism/device (external or internal hardware in node) for cheating. The communication mechanism/devices include Bluetooth, Wifi, Internet, KVM switch, USB, Hard Drive, Dongles, and Camera	10*			
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 center 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 center server and Central Server containing results data.	10*			
7.5	The bidder maintains the 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 center, shift and exam node. All changes to the candidate 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 center servers (primary, backup, and	10*			

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S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference
	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).				
7.8	The bidder maintains accuracy of time during the conduct of the exam. This includes how time is maintained at exam center (node time, exam start/stop, extra time, candidate breaks, and PwD) and the activities performed from Central Server (communication with center servers).	5*			
7.9	The bidder sanitizes the exam related data on the exam center 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 unscheduled candidates at exam center.	6*			
	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 Empanelment of Agencies for Conduct of CBT for Various Clients of EdCIL.**

Sir,

This bears reference to EdCIL tender no. EdCIL/OTAS/CBT/2022 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..... /...../2022 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/2022 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 2019-20, FY 2020-21 and FY 2021-22 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 2019-20	(2) FY 2020-21	(3) FY 2021-22
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 2019-20	(2) FY 2020-21	(3) FY 2021-22
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					
CHANDIGARH	CHANDIGARH				

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

CHHATTISGARH	BILASPUR				
	DURG/BHILAI				
	RAIPUR				
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				
	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				
JAMMU & KASHMIR	BARAMULLA				
	JAMMU				
	SAMBA				
	SRINAGAR				
	UDHAMPUR				
JHARKHAND	BOKARO				
	DHANBAD				
	HAZARIBAGH				
	JAMSHEDPUR				



Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

KARNATAKA	RANCHI				
	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				
	CHHATARPUR				
	CHHINDWARA				
	GWALIOR				
	INDORE				
	JABALPUR				
	KHARGONE				
	MANDSAUR				
	REWA				
	SAGAR				
	SATNA				
	SHAHDOL				
UJJAIN					

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

	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				
ODISHA	ANGUL				
	BALASORE				
	BEHRAMPUR				
	BHUBANESHWAR				
	CUTTACK				
	DHENKANAL				
	JEYPORE				
	ROURKELA				
	SAMBALPUR				
PUDUCHERRY	PUDUCHERRY				
PUNJAB	AMRITSAR				
	BHATINDA				
	FATEHGARH SAHIB				
	FIROZPUR				

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

	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				
	TIRUNELVELI				
	TIRUVALLUR				
	TIRUVANNAMALAI				
	VELLORE				
VILUPPURAM					
VIRUDHUNAGAR					
TELANGANA	HYDERABAD				
	KARIMNAGAR				
	KHAMMAM				
	MAHBUBNAGAR				
	NALGONDA				
	RANGA REDDY				
	WARANGAL				
TRIPURA	AGARTALA				
UTTAR PRADESH	AGRA				
	ALIGARH				
	ALLAHABAD				
	BAREILLY				

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

	BULANDBHAHR				
	FAIZABAD				
	GHAZIABAD				
	GORAKHPUR				
	JHANSI				
	KANPUR				
	LUCKNOW				
	MATHURA				
	MEERUT				
	MORADABAD				
	MUZAFFARNAGAR				
	NOIDA/GREATER NOIDA				
	RAEBARELI				
	SAHARANPUR				
	SITAPUR				
	VARANASI				
UTTARAKHAND	DEHRADUN				
	HALDWANI				
	HARIDWAR				
	NAINITAL				
	PANTNAGAR				
	ROORKEE				
	SRINAGAR				
WEST BENGAL	ASANSOL				
	BURDWAN				
	DARJEELING				
	DURGAPUR				
	HALDIA				
	HOOGHLY				
	HOWRAH				
	KALYANI				
	KHARAGPUR				
	KOLKATA				
	NORTH 24 PARGANAS				
	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.

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 / /2022 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:

**Annexure-12**

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 Chief General Manager (HR &Admn), EdCIL (India) Ltd, Noida or -----(Designation & Address of contract signing authority), 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₹

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

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.

(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.



Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

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.....( Rs.....only) unless a demand under this guarantee is made on us in writing on or before .....we shall be discharged from our liabilities under this guarantee thereafter.

Dated:           The                   day of                   For  
(indicate the name of  
bank)

Signature of Banks Authorized  
official

Witness

( Name )-----

Designation with Code No. -----  
Full Address-----

1

--

2.

**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: -

- 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 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 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. However, if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of 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 Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL.

Tender Reference No: EdCIL/OTAS/CBT/2022

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 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

Tender for Empanelment of Agencies for conduct of CBT for Various Clients of EdCIL

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:

**AGREEMENT**

THIS AGREEMENT is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 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 successful 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 successful bidder provided for herein below the successful 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, executer and performance to the satisfaction of the purchaser and purchaser shall pay to the successful 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 successful 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. Signatures

Date

Name in Block Letters

2. Signatures

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 Annexures 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.		Exam Software Declaration	PDF
13.		Signed copy of Tender Document	PDF
14.		Other Relevant Documents	PDF
15.		Bank Guarantee Towards Bid Security (EMD)	PDF
16.		Bid Security-Declaration	PDF
17.		Performa for Declaration on Proceedings Under Insolvency and Bankruptcy Code, 2016	PDF
18.		Power of Attorney	PDF

**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 \_\_\_\_\_ 2022, 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:

**PRE-BID QUERY FORMAT**

TENDER Description				
TENDER No.				
Name of Organization				
Address				
Contact Person				
Contact No.				
E-Mail Id				
S.No	Clause No	Page No	Clause as per Tender	Clarification Sought

**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 ..... 2022.

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

(Signature, name, designation, and address)

Witness

1. (Signature, name and address)

2. (Signature, name and address)

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.
- (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 successful 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.
- (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 successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

#### **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)