# **Tender Document**

For

Use of Software/ Algorithm for conduct of Computer Based Test (CBT) for Various Professional Entrance and Eligibility Examinations by NTA



NATIONAL TESTING AGENCY (An autonomous organization under the Department of Higher Education, Ministry of Human Resource Development, Government of India) Block C-20/1A/8, Sector 62, Gautam Budh Nagar, Noida -201309 (UP). 2018

Website: <u>www.nta.ac.in</u> E-mail: ntanationaltestingagency@gmail.com

Tele:0120-3946107 Fax:0120-3946107

Cost of Tender Form: Rs 25000/-

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#### **NOTICE INVITING TENDERS**

Online bids (Manual bids shall not be accepted) are invited on single stage two bid systems to select an agency for "Use of Software/ Algorithm for conduct of Computer Based Test (CBT) for Various Professional Entrance and Eligibility Examinations by NTA".

#### NTA reserves the right to award the contract to one or all or empanel the agency(ies) for the job.

## Tender documents may be downloaded from NTA web site <u>www.nta.ac.in</u> (for reference only) and CPPP site https://eprocure.gov.in/eprocure/app

Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

Tenderer/Contractor are advised to follow the instructions provided in the **'Instructions to the Contractors/Tenderer'** for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app'.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenderer who has downloaded the tender from the NTA website **www.nta.ac.in** and Central Public Procurement Portal (CPPP) website https://eprocure.gov.in/eprocure/app, https://eprocure.gov.in/epublish/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, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with NTA .

#### 1. Disclaimer:

This Tender is not an offer by the **National Testing Agency** (**NTA**), but an invitation to receive offers from vendors. No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by a duly authorized officer of the National Testing Agency.

#### 2. Introduction:

The Ministry of Human Resource Development (MHRD), Government of India (GOI) has established National Testing Agency (NTA) as an independent autonomous organization under Society Registration Act 1860 for conducting efficient, transparent and international standards tests in order to assess the competency of candidates for admissions to premier higher education institutions.

The NTA shall conduct the following examinations:

- **UGC-NET** (twice in a year) To determine the eligibility for Assistant Professor only or Assistant Professor & Junior Research fellowship both in college and university.
- JEE (Main) (twice in a year) Joint Entrance Examination (Main) for admission to Undergraduate Engineering Programmes in NITs, IIITs and other Centrally Funded Technical Institutions etc. The JEE (Main) will also be an eligibility test for the JEE (Advanced), which the candidate has to take if he/she is aspiring for admission to the undergraduate programmes.
- **CMAT** Common Management Admission Test (CMAT) for admission to the colleges that offer MBA and for those which run postgraduate diploma in management programs.
- **GPAT** Graduate Pharmacy Aptitude Test (GPAT) for admission into the Master's programme of Pharmacy (M Pharma)

#### 3. Aims & Objectives of the tender:

The NTA shall conduct entrance examinations through "Computer Based Test (CBT)-Examination" in various selected Cities spread across the country in India and in few cities outside India.

{The Cities (number can be increased) where the Test shall be conducted by NTA is given at Annexure – VII at the test centres provided by the NTA}.

## The examination may have 090 to 200 questions to be attempted in single shift of 2.00 to 3.00 hours and Number of candidates may vary from examination to examination. Total number of candidates across different examinations in a year will be 50 (fifty) lakhs.

The NTA intends to select an agency for "Use of Software/ Algorithm for conduct of Computer Based Test (CBT) For Various Professional Entrance and Eligibility Examinations by NTA".

#### NTA reserves the right to award the contract to one or all or empanel the agency(ies) for the job.

The system shall mainly comprise of the following activities:

- Preparation of centers for Computer Based Test (CBT)-Examination
- Providing software and training for Question Paper generation as per requirement of "Computer Based Test (CBT)-Examination"
- Conduct of mock tests and workshops regarding Computer Based Test (CBT)-Examination
- Aadhaar based (as permitted by UIDAI/ decided by NTA) and or Non Aadhaar based biometric registration and verification of candidates during examinations.
- Providing the recorded biometric data of the candidates and verification at later stages of admission process
- Conduct of Computer Based Test (CBT)-Examination
- Compilation of response data in the desired format for result compilation
- Customized report generation

Note:

- (a) The bids has been invited from Companies / Agencies ("Bidders") for selection of "Service Provider"
- (b) Bids must be submitted not later than the time, date at the venue mentioned under Important Events and Dates. Bids received after the deadline will not be considered.
- (c) Bidders are advised to study the bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.

S. No	Particulars	Details
1.	Mode of Test	Computer Based Test (CBT)-Examination only
2.	Tender Form/bid issued by	National Testing Agency (NTA). Noida
3.	Authorized Officer for Clarifications	Director, NTA
4.	Availability of Tender Form/bid	Tender documents may be downloaded from NTA web site www.nta.ac.in(for reference only) and CPPP site https://eprocure.gov.in/eprocure/app
5.	Tender Form/bid ID	NTA/2018-19/002
6.	Cost of Tender Form/bid	Rs 25,000/- (Twenty five thousand)
7.	Earnest Money Deposit(EMD)	Rs 100,00,000 (One Crore)
8.	Sale of Tender Form/bid	From Wednesday, the 29 <sup>th</sup> August 2018
9.	Pre-Bid Meeting for queries, if any	At 11:00 AM on Tuesday the 4 <sup>th</sup> September 2018
10.	Issue of Corrigendum/ addendum/ clarification (if any and if required)	By 11:00 AM of Friday the 7 <sup>th</sup> September 2018
	(a) Last date for submission of Bid	By 3.00 PM of Friday the 14 <sup>th</sup> September 2018
11.	(b) Opening of Technical bid to assess essential pre-requisites requirements	On Saturday the 15 <sup>th</sup> September 2018 at 3.00 PM at NTA Office, NOIDA
	<ul> <li>(c) Presentation &amp; Demonstration by Shortlisted Bidders on the basis of Clause – 11 (b) above.</li> </ul>	On Sunday the 16 <sup>th</sup> September 2018, 11.00 AM onwards at NTA Office, NOIDA
12.	Opening of Financial bid of technically qualified bidders only on the basis of Clause $-11(c)$ above.	At 5.00 PM on Sunday the 16 <sup>th</sup> September 2018 at NTA Office, NOIDA

#### 4. Important Events and Dates:

#### 5. Scope of Work:

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

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

All examination phases' processes shall be carried out by the selected bidder in consultation with NTA.

#### Note: (a) Following shall be made available by the NTA:

- 1. Question paper(s) for online practice purposes to be hosted on a 14X7 operational web server.
- 2. Question paper(s) for mock examinations to be held at specified centers on specified dates (center and dates to be decided by NTA).
- 3. Soft copy of Candidates Application Master Data base having Roll No., Centre No., Shift, Photographs, Signature etc.
- 4. Soft Copy of Question Paper set in Bilingual (both in English and Hindi or any other language as applicable) for each shift and each day shall be provided by the NTA on the day of examination (one hour prior to the start of examination in prescribed format).

The Conduct of examination would be multidisciplinary / multiple subject as per scheme of examination. Henceforth, the test delivery system should be able to handle this aspect of multidisciplinary / multiple subjects very well.

5. Rules/guidelines/marking scheme

#### (b) Following shall be made available by the selected bidder:

- 1. Complete candidates' response during the examination, audit trail and biometric data. One set of sealed data to be provided to the NTAs representative within two (2) hours of completion of the exam of each session. The media for said data shall be provided by the NTA.
- 2. Complete response related data of all the candidates

#### (c) Important points to be looked after by the selected bidders:

- 1 The selected bidder shall arrange Mock test (for the project team) at the centres on the preceding day of the NTA test (i.e. one day before the NTA test). All those participating in conduct of the examination (Centre Superintendent, Deputy Centre Superintendent, Invigilators, Technical Staff such as Center Administrator, IT Manager and Support Staff) shall be present fulltime during the conduct of Mock Test.
- 2 The Mock Test may be held on the preceding day of the NTA test. The Mock Test is to be conducted only once for one project team.
- 3 The selected bidder shall ensure that under no circumstances any computer node used by examinees shall go to sleep mode during the entire examination.
- 4 The NTA reserves the right to cancel/ change any centre(s).

#### 5.1 **Pre-Examination Phase:**

i. The selected bidder is expected to design the examination plan and examination processes as required by NTA. Broadly, the requirements will be as follows:

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

Physical Security Information Security Server Security Network Security

#### Candidate handling process :

Mapping of candidates details with Exam Centers Validation and verification of identity Attendance and biometric (photograph and thumb impression) handling Machine/seat allocation randomly and handling of security parameters

- ii. Any other processes related to conduct of Examination including preparation of pre-examination mock test and practice modules for potential candidates to be hosted on 14X7 operational servers (at one or more places) and conduct of practice sessions for the CBT examination at centers specified by NTA.
- iii. The selected bidder shall prepare and provide Standard Operating Procedure (SOP) and documentary manuals for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.

- iv. The selected bidder shall ensure that Hardware (As mentioned in the bid document) and Software required at all stages of the examination are in conformity to:
  - ➢ Exam Centers
  - > Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- v. The selected bidder shall provide consulting, training and technical manpower support to handle the entire Examination. The required Hardware, Software, networking shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- vi. The selected bidder, as per the requirements and directives from NTA, shall setup systems at the required Exam Centers in India and Outside (The Cities where the Test shall be conducted are given at Annexure-VII).
- vii. The selected bidder shall ensure that all Exam Centers as per the list provided by the NTA shall have the prescribed Hardware, Software, and LAN connectivity for conducting Examination.
- viii. The selected bidder shall carry periodic audit at Exam Centers for
  - Hardware, Operating System, Processor Speed, RAM, Network and Key Boards etc.
  - Software Screen resolution and LAN connectivity, Browser.
- ix. The selected bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- x. The selected bidder shall host and manage the examination process through intranet based solution at Exam Centers.
- xi. The selected bidder shall securely install and implement Question Papers (in English and Hindi or any other language as applicable) for "Computer Based Test (CBT)-Examination".
- xii. The selected bidder shall ensure that individual password shall be given to each candidate by the selected bidder at the examination center after verification of the documents.
- xiii. The selected bidder shall ensure complete biometric registration and verification process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes.
- xiv. The selected bidder shall arrange/ provide adequate display for information of the candidate appearing for test at the examination centres.
- xv. All pre-examination phase processes shall be carried out by the selected bidder in consultation with NTA.

#### 5.2 Test Delivery Phase:

The selected bidder shall deploy adequately trained manpower and ensure required hardware and software for smooth conduct of examination at each Exam center in consultation with NTA.

#### The selected bidder shall make necessary arrangements for following at Each Exam Center:

#### (a) Minimum number of personnel to be deployed:

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	IT Manager	One per 250 nodes (minimum 1 in a center)

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

The staff provided at the Test Centre for conduct of examination should be from amongst the regular staff of the selected bidder.

#### (b) Candidate System Provided by NTA :

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 disabled	
	Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of	
	stored pages' to 'Every visit to the page'	
	Proxy disabled (Direct Internet)	
	USB disabled, Keyboard disabled during exam after login	

#### (c) Minimum Exam Centre Server Prerequisites to be provided by the bidder :

-,		
	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 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time.

- The Examination shall be computer based with the bilingual questions (both in English and Hindi or any other language as applicable) being provided onscreen on a random basis, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the invigilators on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as display of details of candidates, detailed instruction upon login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, display of status of questions with different color and symbols, switching between sections, switching between Hindi and English languages or any other language as applicable, provision for enlargement of font, navigation to unanswered questions and prompt for submission.

#### Infrastructure:

- 1. The selected bidder shall complete biometric registration process of the candidates before start of examination (digital photo and biometric fingerprint) and after that allow candidates to appear for test at Examination Centers.
- 2. While the exam will be conducted on local LAN, data of test progress should be transferred to central server every 10 minutes (or as specified by NTA) for monitoring purposes. The selected bidder should provide reports to NTA to view the test progress at all the centers during the examination.
- 3. The service provider would arrange for the necessary servers to conduct the examination at each test center. One main server and one backup server will be available for every 250 candidates at a test center.
- 4. At the test Center, main server and backup server should work uninterrupted.
- 5. The selected bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 6. The selected bidder shall obtain candidate's feedback through online Feed Back Form, after the examination is over.
- 7. The selected bidder shall have a contingency plan for candidate management/Shifting in case of any emergency.
- 8. The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in NTA, Noida. The data should be real time data generated from each Exam Centre during the examination.
- 9. At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 4 Hour from each exam center. Other data such as attendance sheet, fingerprint, photograph, seating plan etc. (if any) should be sent to NTA within 7 days of conclusion of the examination.

#### 5.3 Post Examination Phase:

- 1. The selected bidder shall calculate marks obtained by each candidate as per the requirement and marking scheme to be provided by NTA.
- 2. The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to the selected bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- 3. The selected bidder should be able to hand over the raw responses/data to NTA immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination. The data also need to be uploaded to a server at the Master Control Facility (to monitor the live conduct of test) of service provider. After confirmation of proper transfer of data to the server, the service provider in presence of Agency Representative from NTA should demonstrate complete automatic deletion of the responses and audit trails in hard disc of the main and backup server.
- 4. Candidate response with the provisional answer keys shall be hosted for candidate access after the date of last examination of the particular exam assignment by the selected bidder.

- 5. The selected bidder shall provide biometric data (on the day of exam) of all the candidates captured during examination, in the desired format, for verification purposes during subsequent stages of the admission procedure. Post examination Biometric verification process is beyond the scope of present tender.
- 6. A detailed process manual will be prepared by the service provider and handed over to the authorized representative of NTA for approval.
- 7. The selected bidder shall provide Post Examination Analytics Report in the following manner:
  - (a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of NTA.
  - (b) Student performance Analysis;
  - (c) Psychometric Analysis of Question Papers.
  - (d) Analyze audit logs and provide summary of audit logs like number of clicks, time log, MAC, IP address etc.
  - (e) To provide analysis report regarding proxy candidates, unfair means report etc.
  - (f) Any other reports by analyzing the data stored, whenever required by NTA.
  - 8. The selected bidder shall provide documented inputs and support for handling
    - (a) Candidates queries
    - (b) Press queries
    - (c) RTI queries
    - (d) Court Cases

#### Note:

- 1. The selected bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to NTA before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- 2. The selected bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
  - **Test Data Archiving:** The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of NTA. The data may be retained for a period of one year, as custodian, from the date of declaration of result for the particular exam assignment.
  - **MIS generation/ customized reports**: The selected bidder shall provide adequate information as per the requirement of NTA.

#### 6. Essential Pre-requisites:

#### 6.1 Organizational Level:

- 1. The bidder should be a company/ firm registered in India. The registered bidder should be operating in India for a minimum of 3 years with an objective of offering relevant Computer Based Test Services.
- 2. The bidder may participate as a single entity, consortium or as group of companies, however lead bidder will be responsible for the work awarded after the tender and will act as surety for the activities to be performed as per the agreement with NTA..
- 3. The bidder should have readymade Computer Based Testing (CBT) software with source code which can be modified (as and if required) for NTA.
- 4. The lead bidder shall be single point of contact with NTA and shall be solely responsible for the execution and delivery of the work. The bidder will provide examination delivery software.
- 5. The average annual turnover of the bidder/ consortium/ group of companies, taken together should be minimum 100 crores including minimum of Rs.25.00 Crores or more from CBT (in India), after tax in each of last 3 consecutive financial years viz. 2015-16, 2016-17 and 2017-18 (Attach documentary evidence such as audited Balance Sheet etc.).

#### OR

The average annual turnover of the bidder/ consortium/ group of companies, taken together from CBT (in India only) should be minimum 50 crores or more from, in each of last 3 consecutive financial years viz. 2015-16, 2016-17 and 2017-18. (Attach documentary evidence such as audited Balance Sheet etc.).

- 6. The bidder should not have incurred any loss during last three years up to financial year ending 31<sup>st</sup> March, 2018. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.
- 7. The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax/GST etc. and should submit valid certificates of registration with these authorities.

- 8. The bidder must have successfully executed at least 5 (Five) (conduct of CBT) projects in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 50000 candidates in a single shift in the past one year. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).
- 9. The bidder must have (owned/ outsourced) primary data center with Disaster Recovery site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Meity, Government of India Guidelines.
- 10. The bidder must be able to conduct computer based examination in multiple subjects in English and Hindi or any other language as applicable. The test delivery system should be able to handle this aspect of multiple languages / multiple subjects very well.
- 11. The Bidder should have appropriate technology, hardware for conducting CBT and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 12. The bidder should have all relevant facilities and logistics available to execute the work. Bidders having CMMI Service certificate will be given preference. CMMI level certificate is necessary for Organisation Development. 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 Meity, Govt. of India
- 13. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, additional center locations, students' data.
- 14. The bidder should not have been blacklisted by central / state government departments / undertakings.

#### 6.2 Assessment Platform level:

- 1. The proposed examination and question paper (in English and Hindi languages or any other language as applicable) generation software should be in-house developed by the bidder and the bidder must have the complete source code of the software being used for conducting the Computer based exam. They must have the right to modify the source code and all its components.
  - (a) 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 NTA must be met immediately. The bidder should have at least regular 500 technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.
  - (b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
  - (c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
  - (d) 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.
  - (e) 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 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.
  - (f) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
  - (g) Proper security provision for source codes shall be maintained.
- 2. The proposed software should be Govt. of India compliant Meity certified for IT security.
- 3. The bidder's software should have a facility to create question paper (in English and Hindi or any other language) securely at a designated place decided by authorized personnel of NTA.
- 4. The bidder must use 256 bit encryption for Question paper storage and transfer.
- 5. The system should support question randomization with option shuffling ensuring that no two adjacent question papers are alike.

- 6. The final question paper would be password protected by NTA and NTA will never share the password.
- 7. The bidder should provide web application to monitor, from the control center at NTA, the preexamination, during examination and post examination activities for all the centers in India and abroad.

At any time before the submission of bids, NTA 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 revised bid and the deadline for submission of bids will be extended if required by NTA. NTA has right to cancel or modify the tender.

Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- (a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- (b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
- (c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- (d) If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam. The selected bidder shall have to give an undertaking on stamp paper that there is no linkage of any kind between the bidder and any coaching institutes/centers etc.

#### 7. **Evaluation of Bids:**

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

#### 7.1 **Technical Evaluation:**

- 1 Detailed technical evaluation shall be carried out by a Technical Evaluation Committee constituted for this purpose by the NTA 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.
- 2 Technical Bid will be assigned a **Technical score (TS) out of a maximum of 100 points**, as per the Scoring Model provided at **Annexure-VIII.** Technical evaluation will be based on the criteria given below:
  - (a) Prior experience of the vendor in conducting "Computer Based Test (CBT)-Examinations".
  - (b) Capability of the vendor to develop the required software
  - (c) Availability of adequately trained personnel in the Company to conduct the examination in the required number of centers and cities, and
  - (d) The bidder should have successfully executed at least 5 (Five) (conduct of CBT) projects in India on all India basis, out of which at least one project should be with 50000 candidates or more in a single session in the past one year..
  - (e) Standing of the agency and its financial position.
  - (f) Security and software quality certification.
- 3 The Technical 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 Technical Evaluation Committee constituted for the purpose.

#### **7.2** Financial Evaluation:

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

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. NTA shall inform the date, place and time for opening of the Financial Bid to the technically eligible bidder(s).

## The amount quoted for "Examination Conducted in India" (please refer to Financial Bid Table 1 at Annexure-IX) will only be considered for evaluation of the financial bid.

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

- FS = (Fmin/Fb) \* 100 (rounded off to 2 decimal places), where
- FS = Normalized Financial Scores for the Bidder under consideration
- Fmin = Lowest absolute financial quote received
- Fb = Absolute financial quote by the Bidder under consideration

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

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

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

#### 8. Important Instructions:

- 1. 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.
- 2. 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, OA Certification and Deployment into production.
- 3. The successful Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.
- 8. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations; students' data etc. should be maintained by the Bidder.
- 9. 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 a 14 x 7 basis with a maximum response time of 3 hours.
- 10. At any time before the submission of bids, NTA 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.
- 11. If the amendment is substantial, successful Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by NTA.
- 12. The criteria and conditions are subject to change after a decision post pre-bid meeting, if and as necessitated.

#### 9. General Information:

The tender is a **"Two Bid" document**. The **technical bid** should contain all the relevant information and desired enclosures in the prescribed format <u>along with Earnest Money Deposit (EMD)</u> and Cost of Tender Form. The Tender fee can be in the form of DD or can be remitted to the bank account of NTA. The EMD can be in the form of DD or Bank Guarantee/ FDR in favour of NTA.

The Account of NTA is in State Bank of India, D-211/1, Sector -61, Noida. The details are as under:-<br/>Account No.37714486224IFSC CodeSBIN0005222MICR Code110002422

The financial bid only should contain commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders made by fax and those received late will not be entertained.

The Responses should be typewritten or (legible) handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

The bidder should enclose bid security (EMD) of INR 100,00,000.00 (One crore only) only in form of Demand Draft or Bank Guarantee drawn in favor of **NTA**, **Noida**. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for a year, equal to ten percent (10%) of contract value of each examination within 15 days from the date of the award of the work. The EMD of the unsuccessful bidder shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.

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

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless NTA calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The tender document can be viewed at NTA's web site: www.nta.ac.in. However, the bids are to be submitted online only. The fee of INR 25,000 (Twenty five thousands) by way of Demand Draft and EMD of INR 1,00,00,000 (One Crore) only by way of BG/ FDR in the form of demand draft in favor of **NTA**, **Noida**. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted **The** Hard Copy of original instruments **in respect of cost of tender document**, **earnest money Deposit and all Annexures must be delivered to** Director(Administration),NTA at Noida by **4:30 PM of Friday the 14<sup>th</sup> September 2018.** Late tenders shall not be accepted, under any circumstances. The technical bid shall be opened at 3.00 PM of Saturday the 15<sup>th</sup> September 2018 at NTA Office, Noida in the presence of bidders who may like to be present.

All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi, India alone and shall be governed by the law of India. NTA reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document, if any, the decision of NTA shall be final. Initially the contract will be for a period of one year and may be extended for another two years by the competent authorities subject to satisfactory performance given by the bidder to the NTA.

The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc. In case the bidder fails to execute the contract, NTA shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

#### Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts of Delhi only.

### Even though bidders may satisfy the above requirements, they may be disqualified for the following reasons:

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- If bidder is engaged in any activity which can influence the conduct of exam such as conducting of coaching classes etc.

In such cases, NTA has the right to cancel or modify the tender.

#### **Submission of Tender**

#### The tender shall be submitted online in Two part, viz., technical bid and price bid.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

#### The technical bid shall consist of -

- Technical information as desired in prescribed format
- Scanned Copy of Tender Fee and Earnest Money Deposit
- Basic detail of the bidder as per Annexure-A
- The financial information as per Annexure –I
- The details of similar works as per Annexure II
- The details of work under executed or awarded as per Annexure III
- The Performance Report of works referred in Annexure II & III as per Annexure IV
- Organizational Structure and information as per Annexure V
- The details of Technical manpower to be employed for this work as per Annexure VI
- Annexure VII (For information of the Bidders)
- Duly filled in Annexure VIII for assessment by the Technical Evaluation Committee.
- Signed and Scanned copy of Tender Acceptance Letter as per Annexure-X

#### The financial bid shall consist of Annexure –IX only.

#### **Demonstration and Presentation:**

The vendor will be required to give a demonstration for their client and server software for "Computer Based Test (CBT)-Examination" using one of examination conducted by them in 2018. They will also be required to make a presentation on their capabilities to conduct the "Computer Based Test (CBT)-Examination" as per the conditions specified in this document. The demonstration and presentation is to be given on Sunday the 16<sup>th</sup> September 2018 at 11.00 AM. The venue for demonstration and presentation will be at NTA Office at Noida.

#### **Evaluation of the Technical Bid Proposal:**

The proposals submitted by the vendors will be evaluated by taking the following factors into consideration:

- 1. Prior experience in conducting "Computer Based Test (CBT)-Examination".
- 2. Number of candidates handled in a single session
- 3. Vendor capability to develop the required software
- 4. Availability of adequately trained personnel
- 5. Master control facility

#### 10. Appointment of Successful Bidder:

#### **10.1** Award Criteria:

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

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

NTA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NTA action.

#### **10.3** Notification of Award:

Prior to the expiration of the validity period, NTA 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, NTA may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected successful bidder's furnishing of Performance Bank Guarantee, NTA will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

#### **10.4 Performance Guarantee:**

NTA will require the successful bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing of the agreement post Notification of award, for a value equivalent to 10% of the total cost. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee 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 performance guarantee within the time stipulated, NTA at its discretion may cancel the order placed on the successful bidder without giving any notice. NTA shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or NTA incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **10.5** Signing of Contract:

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

#### **10.6 Mode of Payment and Penalty:**

- 1. The payment to the service provider shall be made in Indian rupees. The payment to the service provider shall be made in Indian Rupees as per following schedule:-
- (a) 50% of each exam cost shall be paid within 2 weeks after successful completion of processing of the result, submission of the result list to NTA.
- (b) The balance 50% of the each exam cost shall be paid within 2 weeks after handing over of the final reports to NTA

Note: 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. Total payment will be done immediately after the receipt of the final reports on completion of the project, without any errors. This has to be done as per the amount quoted by the selected bidder in financial bid. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

2. In case of non- fulfillment of the service provider's specific obligation as under the contract, which non-fulfillment leads to data loss/ non-compliance of event based log/ data saving. The service provider shall indemnify NTA to the extent of any loss suffered by NTA as a result of such data loss/ non-compliance of event based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount

payable by NTA to the service provider (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.

- 3. No interest will be paid to the successful bidder on the security deposit.
- 4. If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for NTA to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 5. 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 service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal. In addition to this, penalty equivalent to 5 (five) times of total amount admissible in respect of that center/venue will be deducted from the payments due to the Service Provider. If the re-examination happens due to NTA decision or issues then NTA has to bear the cost of the conduct of the examination as quoted in the commercial proposal as per the pro-rata basis.
- 6. In case the Bidder fails to fulfill the obligations as per the terms and conditions of the contract, the NTA 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.
- 7. In case of any kind of fault or break in service of any live node/terminal during the Computer Based Examination, in addition to any other penalty, the NTA reserves the right to impose penalty equivalent to total amount payable per such node/terminal.
- 8. In case of any deficiency of service provided 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 service provider shall be limited to twice of total payable by NTA to the service provider for that particular test center where the deficiency has been verified and confirmed by NTA.
- 9. If the 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, NTA 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).
- 10. If the 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, NTA may without prejudice to any other right or remedy available to NTA as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 11. In case the bidder fails to execute the contract for reasons solely attributable to the Bidder, the NTA shall have the liberty to get it done through any other agency in addition to imposing damages and penalty to the Bidder.
- 12. If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.

#### **10.7** Time Frame:

The selected bidder should be ready to conduct the CBT any time after 30 days of signing the contract with NTA.

#### **10.8** Information security and data privacy:

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

The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

#### **10.9 Processing Norms:**

NTA and selected bidder acknowledge and agree that the provision of Services under this tender may require the selected bidder to interact with the customers and suppliers of NTA relating to the Services as special agent for and on behalf of NTA and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by NTA and agreed by the Parties. The selected bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of selected bidder's compliance with the Processing Norms. NTA agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder' compliance with Processing Norms. Further, NTA shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

#### **10.10** Fraudulent and Corrupt Practices:

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NTA 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, NTA 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 RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NTA 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 NTA, 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 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 NTA 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 person s participation or action in the Selection Process;
- "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NTA 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.

#### **10.11 Force Majeure:**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NTA 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:

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

The selected bidder or NTA shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NTA shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

#### **10.12 Proprietary Rights:**

All rights, title and interests in and to the Services Environment and any other material used by the selected bidder in the provision of the Services shall exclusively belong to the selected bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and NTA shall not be entitled to claim any rights therein. All rights, title and interests in NTA Data shall always remain with NTA. NTA agrees that the selected bidder shall have the right to list NTA name in its marketing material and use NTA logo with respect to such listing and for reference purposes. NTA acknowledges that the selected bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients, except that there shall be no arrangements with the coaching classes directly/in-directly during the currency of this tender and two years thereafter.

#### **10.13** 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 NTA 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 willful 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 NTA to perform any of NTA'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 NTA for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

#### **10.14 Dispute Resolution:**

All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The Director (Admn) of the NTA shall be the official by whose designation the NTA may sue or be sued.

In the event of any dispute arising between the parties, the same shall be referred to the Director General, NTA, Noida, whose decision shall be final and binding on the parties.

#### **10.15** Integrity Pact:

The vendors/ bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with NTA would be considered competent to participate in the bidding process. The Integrity Pact is to be submitted on a 'Non Judicial Stamp paper of Rs.100/-

#### **10.16** Arbitration Clause :

(a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such

case, the matter will be referred to the sole arbitrator appointed by Director General, National Testing Agency, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996.

- (b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- (c) The venue of the arbitration proceeding shall be the office of NTA, Noida or such other places as the arbitrator may decide.
- (d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi."

S.No.	Bidder Details	To be filled by the Bidder or Firm	For use of Technical Evaluation Committee
i.	Cost of Tender Form Details		
ii.	EMD Remittance Details		
1.	Registered Firm/ Company		
1a.	Date of Registration		
2.	Average Turnover of Bidder		
2a.	2015-16		
2b.	2016-17		
2c.	2017-18		
3.	Average Annual Turnover in India during last three financial years from Computer Based Examinations		
3a.	2015-16		
3b.	2016-17		
3c.	2017-18		
4.	Permanent Account Number		
	TAN		
	GST Number		
5.	Number of Projects executed for Computer Based Test		
	Number of Projects with 75000candidates in single shift		
6.	Location of Primary Data Center and Location of Disaster Recovery Site infrastructure		

The information given above is correct. In case, at any stage, any information is found to be false, my bid/ offer stands rejected and the EMD stands forfeited.

Signature of the Bidder with Seal

#### FINANCIAL INFORMATION

I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three years i.e. 2015-16, 2016-17 and 2017-18 and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S. No.	Details	(1)	(2)	(3)
		2015-16	2016-17	2017-18
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position :			
	a) Cash			
	<ul><li>b) Current Assets</li><li>c) Current Liabilities</li><li>d) Working Capital (b-c)</li></ul>			
	e) Current Ratio : Current Assets/Current Liabilities (b/c)			

#### **Table-1: Total Turnover**

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

S. No.	Details	(1) 2015-16	(2) 2016-17	(3) 2017-18
i)	Gross annual turnover			

II. Please attach - Up to date Income Tax Clearance Certificate

- Audited Balance Sheet. For the financial year 2017-18, the bidder is allowed to submit duly certified provisional balance sheet in case audited balance sheet is not available.

- Certificate of net worth from Bankers of Bidder.
- III. Note: Attach additional sheets, if necessary.

#### **ANNEXURE-II**

#### **DETAILS OF SIMILAR WORK EXECUTED**

Image: Constraint of the second sec	10

#### **ANNEXURE-III**

#### DETAILS OF WORK UNDER EXECUTION OR AWARDED

S N0	Name of work/Project & Location	Owner/ Sponsoring organization	Total No. of Candidates to be handled	Date of commencement as per contract	Stipulated date of completion	Upto date percentage progress of work	Slow progress if any, and reasons thereof	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10
		3			6		8	9	

#### ANNEXURE – IV

#### Performance Report of Works referred in ANNEXURE II & III

(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 :	
	Designation : Telephone No(s) :	
3.	Agreement No. :_	
4.	Estimated Cost :	
5.	Tendered Cost :	
6.	(b) Stipulated date of completion :	
7.	Amount of compensation : Levied for delayed completion, Or any other damages, if any	
8.		ents (Supported by documentary evidence, if any) ery Good/ Good/ Fair:

(b) Resourcefulness - Excellent/ Very Good/ Good/ Fair: \_\_\_\_\_

#### STRUCTURE OF THE ORGANIZATION

1.	Name and address of bidder	:
2. (a (t (c	b) Fax No.	
`	<ul> <li>a) An Individual/Consortium</li> <li>b) A Proprietary/Partnership ag A Trust:</li> </ul>	of original document defining the legal status).  gency : oration:
	(Attach attested photocopy) (a) Registration Number	various Government bodies & Statutory Tax Authorities: :
5.		& Officers with Designation to be concerned with this work with orized to act for the organization:
6.		er required to suspend the work for a period of more than six months enced the works? If so, give the name of the project and reason for not
	Have you or your constituent pa of the project and reason for no	rtner(s) ever left the work awarded to you incomplete? If so, give name of completing the work.
	Have you or your constituent pa any time? If so, give details.	rtner(s) been debarred/black listed for tendering in any organization at
9.	Area of specialization and Inte	rest :
10.	Any other information consid	ered necessary but not included above.

#### ANNEXURE – VI

#### 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

STATE	CITY	Code
ANDAMAN & NICOBAR ISLANDS	PORT BLAIR	AN01
ANDHRA PRADESH	ANANTAPUR	AP01
	BAPATLA	AP02
	BHEEMAVARAM	AP03
	CHIRALA	AP04
	CHITTOOR	AP05
	ELURU	AP06
	GUNTUR	AP07
	KADAPA	AP08
	KAKINADA	AP09
	KURNOOL	AP10
	NELLORE	AP11
	ONGOLE	AP12
	RAJAMUNDRY	AP13
	SRIKAKULAM	AP14
	TADEPALLIGUDEM	AP15
	TIRUPATI	AP16
	VIJAYAWADA	AP17
	VISAKHAPATNAM	AP18
	VIZIANAGARAM	AP19
ARUNACHAL PRADESH	ITANAGAR	AL01
	NAHARLAGUN	AL01 AL02
ASSAM	DIBRUGARH	AL02 AM01
AGOAM	GUWAHATI	
	JORHAT	AM02
	SILCHAR(ASSAM)	AM03
	TEZPUR	AM04
BIHAR		AM05
DINAR		BR01
	AURANGABAD(BIHAR)	BR02
	BHAGALPUR	BR03
	BIHAR SHARIF	BR04
	DARBHANGA	BR05
	GAYA	BR06
	MUZAFFARPUR	BR07
	PATNA	BR08
	PURNIA	BR09
CHANDIGARH	CHANDIGARH	CH01
CHHATTISGARH	BILASPUR	CG01
	DURG/BHILAI	CG02
	RAIPUR	CG03
DADRA & NAGAR HAVELI	DADRA & NAGAR HAVELI	DN01
DAMAN & DIU	DAMAN	DD01
DELHI/NEW DELHI	DELHI (CENTRAL)	DL01
	DELHI (EAST)	DL02
	DELHI (NORTH)	DL03
	DELHI (SOUTH)	DL04
	DELHI (WEST)	DL05
GOA	PANAJI/MADGAON	GO01
GUJARAT	AHMEDABAD	GJ01
	ANAND	GJ02
	BHAVNAGAR	GJ03
	GANDHINAGAR	GJ04
	GODHRA	GJ05
	JAMNAGAR	GJ06
	JUNAGADH	GJ07

	PATAN	GJ09
	RAJKOT	GJ10
	SURAT	GJ11
	VADODARA	GJ12
	VALSAD	GJ13
HARYANA	AMBALA	HR01
	BAHADURGARH	HR02
	FARIDABAD	HR03
	GURUGRAM	HR04
	HISSAR	HR05
	KARNAL	HR06
	KURUKSHETRA	HR07
	MURTHAL/SONEPAT	HR08
	PANCHKULA	HR09
	PANIPAT	HR10
HIMACHAL PRADESH	BILASPUR	HP01
	DHARAMSHALA	
	HAMIRPUR(HIMACHAL PRADESH)	HP02
	KANGRA	HP03
	PALAMPUR	HP04
		HP05
	SHIMLA	HP06
	SOLAN	HP07
JAMMU & KASHMIR	BARAMULLA	JK01
	JAMMU	JK02
	SAMBA	JK03
	SRINAGAR(J & K)	JK04
	UDHAMPUR	JK05
JHARKHAND	BOKARO	JH01
	DHANBAD	JH02
	HAZARIBAGH	JH05
	JAMSHEDPUR	JH03
	RANCHI	JH04
KARNATAKA	BAGALKOT	KK01
	BELGAUM	KK02
	BELLARY	KK03
	BENGALURU	KK04
	BIDAR	KK05
	DAVANGERE	KK06
	DHARWAD	KK07
	GULBARGA	KK08
	HASSAN	KK09
	HUBLI	KK10
	KOLAR	KK11
	MANGALURU	KK12
	MANIPAL	KK13
	MYSURU	KK14
	SHIVAMOGGA	KK15
	TUMAKURU	KK15 KK16
	UDUPI	
KERALA	ALAPPUZHA	KK17
	ANGAMALY	KL01
	CHENGANUR	KL02
	ERNAKULAM/KOCHI	KL03
		KL04
		KL05
	KANJIRAPPALLY	KL06
	KANNUR	KL07
	KASARAGOD	KL08
	KOLLAM	KL09
	KOTHAMANGALAM	KL10
	KOTTAYAM	KL11
	KOZHIKODE	KL12
	MALAPPURAM	KL13

	MOOVATTUPUZHA	KL14
	PALAKKAD	KL15
	PATHANAMTHITTA	KL16
	THIRUVANANTHAPURAM	KL17
	THRISSUR	KL18
LAKSHADWEEP	KAVARATTI	LD01
MADHYA PRADESH	BALAGHAT	MP01
	BETUL	MP02
	BHOPAL	MP03
	CHHATARPUR	MP04
	CHHINDWARA	MP05
	GWALIOR	MP06
	INDORE	MP07
	JABALPUR	
	KHARGONE	MP08
	MANDSAUR	MP09
	REWA	MP10
		MP11
	SAGAR	MP12
	SATNA	MP13
	SHAHDOL	MP14
	UJJAIN	MP15
	VIDISHA	MP16
MAHARASHTRA	AHMEDNAGAR	MR01
	AKOLA	MR02
	AMRAVATI	MR03
	AURANGABAD(MAHARASHTRA)	MR04
	BEED	MR05
	BHANDARA	MR06
	BHUSAWAL	MR07
	BULDHANA	MR08
	CHANDRAPUR	MR09
	DHULE	MR10
	GADCHIROLI	MR11
	GONDIA	MR12
	JALGAON	MR13
	KOLHAPUR	MR14
	LATUR	MR15
	MUMBAI SUBURBAN	MR16
	MUMBAI	MR17
	NAGPUR	MR18
	NANDED	MR19
	NASHIK	MR20
	NAVI MUMBAI	MR21
	PARBHANI	MR22
	PUNE	MR23
	RAIGAD/ALIBAUG	MR24
	RATNAGIRI	MR25
	SANGLI	MR26
	SATARA	MR27
	SOLAPUR	MR27 MR28
	THANE	MR29
	WARDHA	
	WASHIM	MR30
	YAVATMAL	MR31
MANIPUR	IMPHAL	MR32
		MN01
MEGHALAYA	SHILLONG	MG01
MIZORAM	AIZAWL	MZ01
NAGALAND	DIMAPUR	NL01
0.510114	KOHIMA	NL02
ODISHA	ANGUL	OR01
	BALASORE	OR02
	BEHRAMPUR(GANJAM)	OR03

	BHUBANESHWAR	OR04
	CUTTACK	OR05
	DHENKANAL	OR06
	JEYPORE	OR07
	ROURKELA	OR08
	SAMBALPUR	OR09
PUDUCHERRY	PUDUCHERRY	PO01
PUNJAB	AMRITSAR	PB01
	BHATINDA	PB02
	FATEHGARH SAHIB	PB03
	FIROZPUR	PB04
	JALANDHAR	PB05
	LUDHIANA	PB06
	MOHALI	PB07
	PATHANKOT	PB08
	PATIALA	PB09
	PHAGWARA	PB10
	ROPAR	
	SANGRUR	PB11
RAJASTHAN	AJMER	PB12
	AJMER	RJ01
	BHARATPUR	RJ02
		RJ03
	BHILWARA	RJ04
	BIKANER	RJ05
	JAIPUR	RJ06
	JODHPUR	RJ07
	KOTA	RJ08
	SIKAR	RJ09
	SRIGANGANAGAR	RJ10
	UDAIPUR	RJ11
SIKKIM	GANGTOK	SM01
TAMIL NADU	CHENNAI	TN01
	COIMBATORE	TN02
	CUDDALORE	TN03
	DINDIGUL	TN04
	KANCHIPURAM	TN05
	KANYAKUMARI	TN06
	KARUR	TN07
	MADURAI	TN08
	NAGARCOIL	TN09
	NAMAKKAL	TN10
	SALEM	TN11
	THANJAVUR	TN12
	THOOTHUKUDI	TN13
	TIRUCHIRAPPALLI	TN14
	TIRUNELVELI	TN15
	TIRUVALLUR	TN16
	TIRUVANNAMALAI	TN17
	VELLORE	TN18
	VILUPPURAM	TN19
	VIRUDHUNAGAR	TN20
TELANGANA	HYDERABAD	TL01
	KARIMNAGAR	TL02
	KARIMNAGAR KHAMMAM	TL02 TL03
		TL03
	КНАММАМ	TL03 TL04
	KHAMMAM MAHBUBNAGAR NALGONDA	TL03 TL04 TL05
	KHAMMAM MAHBUBNAGAR NALGONDA RANGA REDDY	TL03 TL04 TL05 TL06
TRIPURA	KHAMMAM MAHBUBNAGAR NALGONDA RANGA REDDY WARANGAL	TL03         TL04         TL05         TL06         TL07
TRIPURA UTTAR PRADESH	KHAMMAM MAHBUBNAGAR NALGONDA RANGA REDDY WARANGAL AGARTALA	TL03           TL04           TL05           TL06           TL07           TA01
TRIPURA UTTAR PRADESH	KHAMMAM MAHBUBNAGAR NALGONDA RANGA REDDY WARANGAL	TL03         TL04         TL05         TL06         TL07

	BAREILLY	UP04
	BULANDSHAHR	UP05
	FAIZABAD	UP06
	GHAZIABAD	UP07
	GORAKHPUR	UP08
	JHANSI	UP09
	KANPUR	UP10
	LUCKNOW	UP11
	MATHURA	UP12
	MEERUT	UP13
	MORADABAD	UP14
	MUZAFFARNAGAR	UP15
	NOIDA/GREATER NOIDA	UP16
	RAEBARELI	UP17
	SAHARANPUR	UP18
	SITAPUR	UP19
	VARANASI	UP20
UTTARAKHAND	DEHRADUN	UK01
	HALDWANI	UK02
	HARIDWAR	UK03
	NAINITAL	UK04
	PANTNAGAR	UK05
	ROORKEE	UK06
	SRINAGAR(UTTARAKHAND)	UK07
WEST BENGAL	ASANSOL	WB01
	BURDWAN	WB02
	DARJEELING	WB03
	DURGAPUR	WB04
	HALDIA	WB05
	HOOGHLY	WB06
	HOWRAH	WB07
	KALYANI	WB08
	KHARAGPUR	WB09
	KOLKATA	WB10
	NORTH 24 PARGANAS	WB11
	SILIGURI	WB12

#### Table-2: List of Cities Outside India

STATE	СІТҮ	Code	Capacity of 250 nodes	) or more	Capacity of less than 250 nodes	
			No of Centres	Total Capacity	No of Centres	Total Capacity
OUTSIDE INDIA	BAHRAIN	ZZ01				
	COLOMBO	ZZ02				
	DHAKA	ZZ03				
	DUBAI	ZZ04				
	KATHMANDU	ZZ05				
	MUSCAT	ZZ06				
	QATAR	ZZ07				
	RIYADH	ZZ08				
	SHARJAH	ZZ09				
	SINGAPORE	ZZ10				

#### 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 Bidder	Marks evaluated by Technical Evaluation Committee
1	Bidder's Profile	20 Marks		
1.1	Overall IT staff strength ((Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	10 Marks		
	1-499	00		
	500 – 999	05		
	1000– 1499	08		
	1500 & Above	10		
1.2	Software /Solution	10 Marks		
	Organization should own the source code of the application software.	05		
	The organization should have in-house 50 technical personnel 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 (PI attach proof)	05		
2	Bidder's certification	10 Marks		
2.1	CMMi level (Organisation-Development)	05 Marks		
	CMMi level 3 Development	02		
	CMMi level 5 Development	05		
2.2	STQC & ISO Certifications	05 Marks		
	ISO 9001 & ISO 27001 Certified	02		
	CBT Software STQC Certified	03		
3	Bidder's Financial Turnover	15 Marks		
3.1	Average annual turnover in INR during 2015-16, 2016-17 and 2017-18 in INDIA from Computer Based Test only. Organization must be profitable in at least last 3 financial years ending 31 Mar 2018 (Pl submit proof) >=25 Crore and <50 Crore	15 Marks		
		08		
	>=50 Crore and above	15		
4	Bidder's experience in Computer Based Test (CBT) in INDIA	30 Marks		
4.1	No of Years in Computer Based Test (CBT)	10 Marks		
	Less than 3 years 3 to 5 Years	00 05		
		10		
4.0	More than 5 Years	10		
4.2	Maximum No. of candidates appeared in CBT in single shift during 2015-16, 2016-17 and 2017-18	10 Marks		
	<50000 Candidates	00		
	50000 < 100000 Candidates	06		
	100000 & above Candidates	10		
4.3	No. of Assignments completed with more than 50000 candidates in India during 2015-16, 2016-17 and 2017-18	10 Marks		
	Less than 3 assignments	00		
	3 to 5 assignments	05		
	More than 5 assignments	10		
5	Bidder's Infrastructure Capability	10 Marks		
5.1	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	10 Marks		
5.1		05		
5.1	Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/ group of companies	03		
5.1	the bidder/ group of companies Tier III Primary DC infrastructure with Secondary DC owned/outsourced by			
-	the bidder/ group of companies Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/ group of companies with Meity GOI Certified infrastructure	10		
6	the bidder/ group of companies Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/ group of companies with Meity GOI Certified infrastructure Approach and Methodology			
	the bidder/ group of companies Tier III Primary DC infrastructure with Secondary DC owned/outsourced by the bidder/ group of companies with Meity GOI Certified infrastructure	10		

The information given above is correct. In case, at any stage, any information is found to be false, my bid/ offer stands rejected and the EMD stands forfeited.

Signature of Bidder

Note - Bidders scoring 70% or more scores as per above criteria will be considered technically qualified. Price Bids of such technically qualified bidders only shall further be opened.

#### FINANCIAL BID - In Indian Rupees for two Shifts per day

#### Table-1: Activity wise cost per candidate for examination conducted in cities in India

S.No.	Activity	Rates in Indian Rupees per candidate	
		In Figure	In Words
1.	Biometric registration (capturing of finger print and		
	facial image) and verification of candidates		
2.	Operational Cost as per scope of work defined under		
	Section B		
	Total→		

#### Table-2: Activity wise cost per candidate for examination conducted in cities outside India

S.No.	Activity	Rates in Indian Rupees per candidate		
		In Figure	In Words	
1.	Biometric registration (capturing of finger print and			
	facial image) and verification of candidates			
2.	Operational Cost as per scope of work defined under			
	Section B			
	Total→			

#### Note:

- 1. The rates shall be exclusive of taxes.
- 2. The financial bid (Total Rates in Indian Rupees per candidate) will be considered based on the examination conducted in India.

(Signature and Seal of Bidder)

	Name in Capital letter:	
	(in the capacity of:	
Duly authorized to sign E	Bid for and on behalf of	

y of:			
alf of			
<b>iu</b> ii 01			

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

Date:

To,

\_\_\_\_\_

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 all documents like annexure(s), schedule(s), etc .,), which form 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/ organisation too has 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.

6. 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 your department/ organisation 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Dated 29<sup>th</sup> August, 2018

#### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

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

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or

"Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

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