

RFP No: NPC/HQ/HRM/T1/RECRT/2022-23

Dated: 13/05/2022

TENDER TO ENGAGE AGENCIES ON RATE CONTRACT FOR PROVIDING END TO END RECRUITMENT & EXAMINATION SUPPORT IN CONDUCTING “COMPUTER BASED TEST (CBT), DESCRIPTIVE-PEN PAPER BASED TEST (PBT) AND OMR BASED TEST” ON PAN INDIA BASIS FOR DIFFERENT ORGANIZATIONS



**NATIONAL PRODUCTIVITY COUNCIL
(Ministry of Commerce & Industry, GoI)
Utpadakata Bhavan, 5-6 Institutional Area,
Lodi Road, New Delhi – 110003**

www.npcindia.gov.in

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SECTION I -NOTICE INVITING TENDER

1.1. INVITATION OF BID

Online bids are invited on single stage two bid system to engage competent agency(ies) purely on rate contract basis for providing end to end recruitment & examination support in conducting “Computer Based Test (CBT) or Descriptive/Pen Paper Based Test (PBT) and OMR Based Test ” on pan India/ multiple locations for different organizations. The Manual bids shall not be accepted.

Tender documents may be downloaded from NPC website: www.npcindia.gov.in (for reference only) and Central Public Procurement Portal (CPPP) (e-procurement) site <https://eprocure.gov.in/eprocure/app>. Bids shall be submitted online only at CPPP (e-procurement) website: <https://eprocure.gov.in/eprocure/app>

Tenderer/Bidder are advised to follow the instructions provided in the ‘Instructions to the Tenderer/Bidder’ 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 in 100 dpi with black and white option which helps in reducing size of the scanned document.

Tenderer who has downloaded the tender from the NPC website www.npcindia.gov.in and Central Public Procurement Portal (CPPP) <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, tender will be completely rejected and EMD would be forfeited, and tenderer is liable to be banned from doing any business with NPC.

1.2. DISCLAIMER

This Tender is not an offer by National Productivity Council (NPC), 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 Productivity Council (NPC).

1.3. INTRODUCTION

National productivity Council (NPC) is national level organization to promote productivity culture in India. Established by the Ministry of Industry, Government of India in 1958, it is an autonomous, multipartite, non-profit organization with equal representation from employers’ & workers’ organizations and Government, apart from technical & professional institutions and other interests. NPC is a constituent of the Tokyo-based Asian Productivity Organisation (APO), an Inter-Governmental Body, of which the Government of India is a founder member. NPC is functioning under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India.

NPC teams up with its clients to work out solutions towards accelerating productivity, enhancing competitiveness, increasing profits, augmenting safety and reliability, and ensuring better quality. It provides reliable database for decision-making, improved systems and procedures, work culture as well as customer satisfaction both internal & external. The solutions can be all-encompassing or specific depending on the nature of the problem. The council also helps monitor, review and implement the identified strategies. Promotional and catalytic in nature, NPC’s services have bearings on economic growth and quality of life. The Council promotes a comprehensive view of productivity focused on improving triple bottom line – economic, environmental and social and adds value for all the stakeholders through generation & application of advanced knowledge for inclusive Growth. For further details, the tenderers may visit NPC website: www.npcindia.gov.in

1.4. OBJECTIVE OF THE TENDER

NPC on behalf of its different clients conducts various examinations (Recruitment and/or departmental promotion Examination) in traditional offline mode –PBT and/or OMR answer sheet-based exams and Computer Based Test (CBT) in various cities spread across India.

NPC intends to engage an agency/agencies to assist and support in conducting such Tests/Examinations across India in a safe, secure, hassle free and transparent manner. The PBT, OMR and CBT examination may have different Question paper patterns, mostly ranging from 90-180 minutes in a single/multiple shift. The assistance is envisaged to be a comprehensive end-to-end support including technical, operational, logistic and manpower related support during the pre-exam preparatory stage, during conduction of examination and post conduct of examination.

1.5. IMPORTANT EVENTS AND DATES

S. No	Particulars	Details
1.	Mode of Test	<ul style="list-style-type: none">• Computer Based Test (CBT)• OMR Answer Sheet based Test• Pen Paper Based (PBT) Descriptive Test
2.	Tender Document issued by	Deputy Director, HRM Group, National Productivity Council (NPC), New Delhi
3.	Contact Person	S P Tripathi, Deputy Director (HRM), National Productivity Council (NPC), New Delhi Tel.: 011-24607347 (Direct) Tel. Board: 011-24690331 Email: sp.tripathi@npcindia.gov.in
4.	Tender Publish date	13/05/2022 at 1730Hrs
5.	Tender Number	NPC/HQ/HRM/T1/RECRT/2022-23
6.	Cost of Tender document	Rs 5,000/- (Rupees Five Thousand only) including GST
7.	Earnest Money Deposit(EMD)	Rs 5,00,000/- (Rupees Five Lakhs only) including GST
8.	Submission of queries/clarification	18/5/2022 by 1100 Hrs
9.	Pre-Bid meeting for queries	18/5/2022 at 1200 Hrs
10.	Venue of Pre-Bid meeting	Manthan Hall, First Floor, NPC, Lodhi Road, New Delhi
11.	Uploading of Corrigendum/ addendum/ clarification (if any)	19/5/2022 by 1700 Hrs
12.	Bid submission Start Date	13/5/2022 at 1600 Hrs
13.	Last date for submission of Bid	25/5/2022 at 1200 Hrs
14.	Opening of Technical bid	26/5/2022 at 1100 Hrs

15.	Presentation by the Bidders	27/5/2022 at 1200 Hrs onwards at NPC, New Delhi
16.	Opening of Financial bid	To be communicated later.
17.	Performance Bank Guarantee (PBG)	3% of Project Value <ul style="list-style-type: none"> • PBG should be valid for 6 months days from the validity of the contract period. • PBG to be made in favour of National Productivity Council, New Delhi
18.	Estimated number of candidates to appear in the Exams/Tests	Varying in each recruitment and each exam/test project.
19.	Validity of the proposal	90 days from last date of submission.
20.	Period of Contract	Initially for one year extendable upto further two more years based on performance review, to be held on yearly basis, on same terms and conditions.

SECTION II - INSTRUCTIONS TO BIDDERS

2.1 ASSISTANCE/SUPPORT TO BE PROVIDED BY AGENCIES TO NPC

The assistance is envisaged to be a comprehensive end-to-end support including technical, operational, logistic and manpower related support during the pre-exam preparatory stage, during conduction of examination and post conduct of examination, including, but not limited to, the following activities:

- ❖ Design, development, checking of online registration and detailed application form portal and its safe and secured integration with secured payment gateway as per the specific requirement of each recruitment project, as desired and directed by NPC.
- ❖ Identification, selection, checking & verification of all necessary items, i.e., Classrooms, exam facilities like furniture for appropriate seating arrangements, CCTV, Computer Centres, Systems, Nodes, etc. as mandatory preparatory requirement for conduction of the scheduled Examination/Test in PBT, OMR, CBT etc., as per the applicability of the project.
- ❖ Designing, facilitation and issuance/generation for download and e-mail of e-Admit Cards/Call letters for CBT/PBT/OMR etc., as per the project requirement.
- ❖ Design, Development, Verification & Validation for providing software for Question Paper generation & conduct of examination, as per requirement of "Computer Based Test (CBT)/OMR Examination".
- ❖ In case of CBT, conduct of mock tests (link to be provided on the client website or any other website specified by NPC at least 15 days before the scheduled examination date which shall continue to be operative till the preceding day of the test. The mock test questions shall have the similar pattern and difficulty level for enabling the candidates to practice. Also arrange for Video Tutorials, process-flow diagrams, screen shots and any other suitable information tools, in consultation with NPC, to facilitate the candidates, to familiarise themselves with the Test/Examination.
- ❖ Security & frisking, Invigilation, CCTV monitoring, Aadhaar based biometric registration of candidates (before the start of Exam and during the exam) and their verification during examination along with provision of manual attendance and other indispensable activities

required for smooth conduct of exams at the centres. Furnishing the recorded biometric data of the candidates and verification data at later stages of recruitment process, as and when required.

- ❖ Conduct of CBT/PBT/OMR Examination.
- ❖ Obtaining all statutory clearances for smooth & secured conduct of examination.
- ❖ Setting up of Command Centre/Control Room in NPC and/or Client's Office with robust dashboards for capturing real-time/near-real-time monitoring of examinations.
- ❖ Compilation of response data in the desired formats for result compilation.
- ❖ Result preparation, score sheet, merit list & customized reports generation.
- ❖ Management of representations responsiveness related to questions and answer keys.
- ❖ Provide information to NPC related to RTI /Court matters, if required.

2.2 GENERAL INSTRUCTIONS

This tender is a **"Two Bid"** document. The **Technical Bid** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Cost of Tender Form. The **Financial Bid** should contain only commercials. In case, any bidder attaches 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 information is considered as not applicable, then 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 submitted by fax and those received late, i.e., after due date, shall not be entertained under any circumstances.

The Responses should be typewritten (legible) but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialling, 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 Bidders must submit the Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder and credentials should be countersigned and the contact numbers of all such clients should be mentioned. NPC may also independently seek information regarding the performance of the bidder from the clients of the bidding agency.

The Bidder is advised to submit and attach any additional information/document, which in their view is relevant and important to establish the bidder's capabilities in all respect for enabling to successfully complete the envisaged work as per the tender. The bidders are however advised, not to submit any misguiding/irrelevant and superfluous information. No further information will be

entertained after submission of tender documents, except for the condition, wherein, the bidding agency, i.e., NPC asks specifically for the same.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification, if they have any previous record of poor performance or they are not able to comprehend or understand the scope of work, terms and conditions, etc. The prospective bidders may seek clarification regarding the project and/ or the requirements for pre-qualification, in writing through mail within a reasonable time.

The tender document can be viewed at NPC's web site: www.npcindia.gov.in. However, the bids are to be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. The fee of INR 5,000 (Five Thousand only) and EMD of INR 5,00,000.00 (Five Lakh only) in the form of demand draft/ECS Transfer/RTGS drawn in favour of "**National Productivity Council, New Delhi**". There is no exemption from payment of tender document fee and EMD and tenders without these, shall not be accepted.

The successful bidder shall be required to deposit performance security in form of bank guarantee equal to five percent (5%) of contract value of examination within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders 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 its bid after submission of tender document. The Hard Copy of original instruments in respect of Tender Document Fee, Earnest Money Deposit must be delivered to **Deputy Director, HRM Group, NPC, New Delhi** by the closing date of the tender i.e. **25th May, 2022 at 12.00 Hrs**. Tenders submitted after the closing date shall not be accepted, under any circumstances. The technical bid shall be opened on **26th May, 2022 at 11.00 Hrs** at NPC Office, Delhi in the presence of bidders who may like/choose 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. NPC 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 NPC shall be final.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work, i.e. without any errors and delays. The successful bidder shall have to provide and 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, NPC 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, form consortiums to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection. 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 any record of poor performance such as abandoning work, not properly completing the contract, any type of court/criminal proceedings against the Agency/Firm and its CEOs and/or Directors or any financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information and/or undertaking provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance on any of the selection criteria.
- If bidder is engaged in any activity which can influence the conduct of exam related but not limited to, conducting of coaching classes, Test/Mock Papers printing/Distribution, etc.

In the event of any finding on the above enlisted and related matters, in all such cases, NPC has the right to disqualify the bidder(s) and cancel or modify the tender.

2.3 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 blood relatives/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, QA 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 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 to NPC 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 any cyber/malware attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available to NPC 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 centre locations, candidates' data etc. should be ascertained and managed and maintained by the Bidder.
9. The successful Bidder should be able to support the entire solution (on pan-India basis) on a 24 x 7 basis with a maximum response time of 3 hours.

2.4 SUBMISSION OF TENDER

The tender shall be submitted online in Two part, viz., 'Technical Bid' and 'Financial 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 supporting documents including but not limited to the following:–

- Scanned Copy of Tender Fee and Earnest Money Deposit
- The Financial Information as per **Annexure - I**
- The details of similar works executed as per **Annexure - II**
- The details of work under execution or awarded as per **Annexure – III**
- The Performance Report of works referred in Annexure - II & Annexure - III as per **Annexure - IV**
- Organizational Structure and information as per **Annexure - V**
- The details of Technical and Administrative Manpower for Project as per **Annexure - VI**
- Technical Information and Details as sought under **Annexure-VII**
- To provide a duly authenticated list of Centres with Number of Nodes at each centre.
- Signed and Scanned copy of Tender Acceptance Letter as per **Annexure-IX**
- Signed and Scanned copy of Non-Disclosure Agreement as per **Annexure- X**
- Signed and Scanned copy of Contract Form as per **Annexure – XII**
- In case of Data Centre (DC) facility hired from third party, a copy of the valid Agreement executed between the Bidder Firm & the third-party Data Centre service provider shall be required to be submitted with the Bid.

The financial bid shall be submitted as per Annexure –VIII only.

2.5 EVALUATION OF BIDS

NPC intends to engage an agency to provide services for the CBT based test, offline OMR Answer Sheet based test, offline Pen Paper Based Test etc. The selection of the agency will be based on Quality and Cost Based Selection (QCBS) Methodology. There will be 80 % weightage for Technical Evaluation and 20 % for Financial Evaluation.

2.5.1 TECHNICAL EVALUATION

1. Detailed technical evaluation shall be carried out by a Tender Evaluation Committee constituted for this purpose by the NPC along with other conditions in the tender document to

determine the substantial credentials, credibility of bidders responsiveness on each tender criteria. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions 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-VII** and also provided below. Technical evaluation will be based on, but not limited to, the criteria given below:
 - a) Prior experience of the vendor in conducting "Computer Based Test (CBT), OMR answer sheet-based exams/Pen Paper based Descriptive Tests" on pan-India basis.
 - b) Capability of the vendor to develop the required softwares for registration, Application portal, online exam/Test portal.
 - c) Availability of adequately trained personnel of the Agency to conduct the examination in the required (variable) number of test centres and cities.
 - d) Standing of the agency and its financial position.
 - e) Online Testing Process Security and Software System and quality certifications.

Technical Scores

Any bidder obtaining marks less than 70% in the above Technical marks, will be deemed as technically ineligible and shall be disqualified. However, NPC reserves the right to relax the benchmark of 70 % with an objective to ensure availability of adequate number of bidders for financial evaluation.

Bidders shall be called for Presentation before Evaluation Committee to present their approach and methodology of executing the assignment. Bidders may also highlight various issues envisaged by them in carrying the assignment and their approach for handling those issues.

The Technical Score (TS) for each bidder will be arrived at after totalling each of their respective score on parameters laid down in technical evaluation criteria table and marks allotted by the Evaluation Committee on the presentation made by the bidder.

2.5.2 FINANCIAL EVALUATION

NPC shall also notify the shortlisted firms regarding date and time set for opening of Financial Bid.

The Financial Proposals shall be opened in the presence of shortlisted bidders representatives who are present/choose to attend. The name of shortlisted bidders and the technical and presentation scores of shortlisted bidders shall be read aloud. The lowest evaluated Financial Proposal will receive the maximum score of 100 marks. The score for other Financial Proposal shall be inversely proportional to its quoted price. The commercial scores will be calculated as

$FS = F_{min} / F_b * 100$; where,

FS= financial score of Selected agency under consideration

Fb = Financial bid by Selected agency under consideration

Fmin = Lowest Bid quoted by any bidder under consideration

The Financial Score shall be calculated separately for CBT test and OMR based test.

Final Evaluation

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined on basis of Quality and Cost Based Selection (QCBS). 80% weightage shall be provided to Technical Score (TS) & 20% weight age shall be provided to Financial Score (FS). The overall score will be calculated as follows: -

$$BS = 0.80 * T_n + 0.20 * F_n$$

Where BS = overall score of bidder under consideration

TS = Technical score for Selected agency under consideration

FS = financial score of Selected agency under consideration

Selected agency with highest score shall be awarded the work.

The scoring system of this “Quality-Cum-Cost-Based (QCBS) Selection” methodology to be used for obtaining final scores is illustrated below. Technical proposal score & Financial proposal offer & scores shown below have been assumed for illustration purpose only.

	Technical Proposal	Financial Proposal		Combined Score		
	Technical Score (Tn)	Bid amount (in Rs.)	Financial score = (minimum amount / bid amount) *100	Technical weightage	Financial weightage	Total
	1	2	3	4 = 1*0.80	5 = 3*0.20	6 = 5 + 4
Bidder 1	60	5	100	48	20	68
Bidder 2	65	5.5	90.9	52	18.18	70.18
Bidder 3	70	6	83.33	56	16.67	72.67
Bidder 4	75	6.5	76.92	60	15.38	75.38

Bidder 4 having emerged with the highest total score will be awarded the work

SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)

3.1 DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

1. **"NPC"** means the National Productivity Council
2. **"Purchaser"** means the National Productivity Council
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
4. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
5. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
6. **"Applicable Law"** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time.
7. **"Application Software"** means software development of software application for conduct of online examination with the laid down standards and procedure, the analysis, verification and reporting of such records.
8. **"Contract"** means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.
9. **"Contract Price"** means the price to be paid for the performance of the Services;
10. **"Effective Date"** means the date on which this Contract comes into force and effect.
11. **"Foreign Currency"** means any currency other than the currency of the Purchaser's country.
12. **"Government"** means the Government of the Purchaser's country.
13. **"Local Currency"** means the currency of the Purchaser's country.
14. **"Bidder"** means the Bidder company bidding for this project.
15. **"Party"** means the Purchaser or the Bidder, as the case may be, and **"Parties"** means both of them.
16. **"Personnel"** means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
17. **"Services"** means the work to be performed by the Bidder pursuant to this Contract.
18. **"In writing"** means communicated in written form with proof of receipt.
19. **"IT Systems"** means all application software, middleware, system software, database, servers, networking, security, storage, etc.

3.2 CLARIFICATION OF BIDS

During evaluation of bids, NPC may at its discretion, ask the Bidder for clarification on the bid document submitted.

3.3 METHODOLOGY TO BE ADOPTED

The interested Service Providers / Agencies shall present a methodology to be adopted for bringing out resources (both facilities and key personnel), process and a project timeline along with activity-wise time chart. Assuming that NPC undertakes the project with services from different service providers, the exact requirement from other service providers for co-ordination purpose may also be clearly spelt out.

The agencies may bring out how they would undertake the assignment and would ensure integrity and confidentiality of the examination process. The agency must bring out location of their facility/ office with contact numbers of their Senior Contact Officials. Interested Service Providers must declare that they would extend their facilities for inspection before formal award of work.

3.4 NPC RIGHTS

NPC reserves right to verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the bids in tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.

The NPC will have the right to reject all proposals and re-invite for fresh proposals. However, such rejections shall be well considered and normally be in cases where all the bids are either substantially in deviation to the TOR or considered unreasonably high in cost and in latter case, the qualified bidder during negotiations fails to reduce the costs to a reasonable level.

Any addenda issued shall be part of the bidding document. The bidder shall visit NPC's website for any addendum / modification / errata / corrigendum etc.

In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, NPC may, at its discretion, extend the last date for the submission of bids.

During the execution of contract, National Productivity Council reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the RFP/Letter of Award (LoA). However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.

3.5 RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS

The NPC reserves the rights to summarily reject an offer received from any agency, without any intimation to the bidder.

3.6 JOINT VENTURE/CONSORTIUM

Associates or Consortium and Joint Venture are not allowed under the assignment.

3.7 LANGUAGE OF BIDS

The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and NPC, shall be written in English.

3.8 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for such period as mentioned in RFP after the bid submission deadline date prescribed by NPC. A Bid valid for a shorter period shall be rejected by NPC as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, NPC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security.

3.9 CURRENCY FOR THE BID

Bidders shall express their bid price in Indian Rupees (INR) only.

3.10 ALTERNATE BIDS

Alternate Techno-Commercial and /or Price bids shall be rejected.

3.11 CONFIDENTIALITY

Information relating to the examination, evaluation, comparison, post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

Any attempt by a Bidder to influence National Productivity Council in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

If any Bidder wishes to contact National Productivity Council on any matter related to the bidding process, from the time of opening the Techno-Commercial Proposals to the time of Contract award, it should do so in writing.

3.12 CHANGE ORDERS

The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 3.18, make changes within the general scope of the Contract to increase/ decrease quantities of services etc.

If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty(30) days from the date of the Vendor's receipt of the Purchaser's change order.

3.13 LIMITATION OF LIABILITY

1. Except in case of gross negligence or wilful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:
 - (a) For any indirect or consequential loss or damage; and
 - (b) For any direct loss or damage that exceeds
 - (i) The Contract Value, or
 - (ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

3.14 PERIOD OF CONTRACT

This contract will be valid for an initial period of one year. The Contract Period can be extended up to further two more years on performance & quality delivery review on yearly basis on same terms and conditions of the contract at the sole discretion of the Purchaser.

3.15 DISCLAIMER

This Request for Proposal (RFP) has been prepared by National Productivity Council for Engagement of Agency/Firm to conduct CBT examination/ Offline OMR based examination for Recruitment/ Selection Purposes for its prospective client organization(s).

Though adequate care has been taken while preparing the RFP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. While this RFP has been prepared in good faith, National Productivity Council does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

All information submitted in response to RFP become the property of National Productivity Council and NPC does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

In submitting a proposal in response to the RFP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding of the disclaimers set forth on this page.

3.16 SUB-CONTRACTING

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority. b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract. c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract. d) Liability in such a case, even for all commissions and omissions/defaults on part of subcontractor, would be of bidder itself.

3.17 DISPUTE RESOLUTION MECHANISM & ARBITRATION

The Bidder and the Purchaser both shall endeavour their best to amicably settle all disputes arising out of, or in connection with, the Contract in the following manner: a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. b) The matter will be referred for negotiation between Nodal Officer of the Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days. c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Delhi and

conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. d) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. e) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. f) The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. g) Notwithstanding any of the above, the Arbitration and Conciliation Act, 1996 shall prevail.

3.18 NOTICES

Any notice by one party to the other pursuant to the Contract shall be sent in writing or by fax/email and confirmed in writing to the address specified for that purpose in the contract.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3.19 FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party including incidents of natural calamity etc.

3.20 INDEMNITY

The appointed Agency agrees to indemnify and hold harmless the NPC, its officers, officials, employees against loss or threatened loss or expense by reason of the liability or potential liability of the NPC for or arising out of any claims for damages including any by the third party.

3.21 CONFIDENTIAL INFORMATION

a) The Purchaser and the Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. b) The Purchaser shall not use such documents, data, and other information received from the selected bidder for any purposes unrelated to the Contract. Similarly, the selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the recruitment process or other work and services required for the performance of the Contract. The decision of the competent authority/ purchase committee whether the articles/services provided conform to the specifications shall be final and binding on the supplier / selected bidder.

3.22 PACKING AND DOCUMENTS

As per the requirement, the Supplier/ Selected Bidder shall provide such tamper proof packing of the Goods/services/Documents as is required to prevent their loss, damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, (a) The remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit. (b) The packing, marking, coding and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the purchaser.

3.23 INSURANCE

The Goods/Documents supplied under the Contract shall be fully insured by bidders against any loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations.

3.24 INSPECTION

- a) The NPC or its duly authorized representative shall at all reasonable time have access to the suppliers / Selected Bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier / selected bidder shall furnish complete address of the premises of his factory, office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection it will be supplier's / selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

3.25 PRESERVATION OF DATA, TEST MATERIAL

The bidder should arrange/facilitate for safe storage of all material including Question Paper as well as proof of communication (sending the email, SMS etc.) of all candidates till the completion of the process therein. Thereafter, bidder should hand over the same to NPC.

All documents related to candidates will have to be arranged by the bidder in accordance with the posts advertised and shall be packed properly in the cartons, indexed & handed over to NPC. All other reports should also be properly packed in cartons & stored in venue wise lots at a secure premise till a suitable disposal is ordered by the NPC.

All the reports, documents shall be electronically (scanned, etc) stored by the bidder and to be handed over to NPC after indexing in both hard and soft copy. During the conduct of the project, the Agency shall ensure that records/documents pertaining to the recruitment process are accessible to NPC, its representative and its authorized auditors at the option of NPC. The Agency shall cooperate fully in providing the NPC or its representatives the justified responses to such enquiries as may be made about the whole process of recruitment within the duration prescribed by NPC.

3.26 TERMINATION FOR MISREPRESENTATION OF FACTS

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of NPC/purchaser even after signing of the contract, in that case, NPC/purchaser shall provide notice of seven (7) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 7 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 7 days, in that case, Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:
 - a) If the successful bidder, in the judgment of NPC/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;
OR
 - b) If the successful bidder submits to NPC/purchaser a false statement/facts.
 - c) NPC/Purchaser may also forfeit the PBG and/or take other necessary legal action.

3.27 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.28 SUSPENSION

The "Purchaser" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- i. shall specify the nature of the failure, and
- ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

3.29 APPOINTMENT OF SUCCESSFUL BIDDER

3.29.1 AWARD CRITERIA

NPC 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.

3.29.2 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S)

NPC 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 thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NPC action.

3.29.3 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, NPC 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, NPC 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, NPC 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.

3.29.4 PERFORMANCE GUARANTEE

NPC will require the successful bidder to provide an irrevocable, unconditional Performance Security in the form of Bank Guarantee / Demand Draft within 15 days from signing of the agreement post Notification of award, for a value equivalent to 3% of the total cost. as per Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020 and 30.12.2021 of the Department of Expenditure, Ministry of Finance, as per which the Performance Guarantee which is 5-10% as per Rule 171 of GFR, 2017 has been reduced to 3%.

The Performance Guarantee should be valid for a period 60 days beyond the contract period. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. 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 performance guarantee within the time stipulated, NPC at its discretion may cancel the order placed on the successful bidder without giving any notice. NPC shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or NPC incurs any loss due to Vendors' negligence in carrying out the project implementation as per the agreed terms & conditions.

3.29.5 SIGNING OF CONTRACT

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

3.30 MODE OF PAYMENT

1. The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule, without any errors. No advance payment shall be made. Total payment shall be done immediately after the completion of the project. 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- fulfilment of the service provider's specific obligation as under the contract, which non- fulfilment leads to data loss/ non-compliance of event-based log/ data saving, the service provider shall indemnify NPC to the extent of any loss suffered by NPC 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 NPC 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 wilful 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 NPC 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 centre/venue will be deducted from the payments due to the Service Provider.
6. If the re-examination happens due to NPC decision or issues then NPC has to bear the cost of the conduct of the examination as quoted in the commercial proposal as per the pro-rata basis.
7. In case the Bidder fails to fulfil the obligations as per the terms and conditions of the contract, the NPC 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.
8. 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 NPC reserves the right to impose penalty equivalent to total amount payable per such node/terminal.
9. **In case of any deficiency of service provided by the Technical Administrators in conducting the "Computer Based Test (CBT)/OMR/PBT" at a Test centre 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 amount payable by NPC to the service provider for that particular test centre where the deficiency has been verified and confirmed by NPC.**

3.31 LIQUIDATED DAMAGES

1. 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, NPC 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 10% of the order value of the delayed Service(s) or unperformed Service(s).
2. 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, NPC may without prejudice to any other right or remedy available to NPC as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
3. In case the bidder fails to execute the contract, the NPC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
4. If the delay adversely affects conduct of examination the security deposit/ performance security shall stand to be forfeited and other legal action would be initiated as per terms and conditions of contract.

SECTION IV - CONTENT OF THE BID

4.1 For such recruitment examination, following shall be made available by the NPC:

1. Work Order details of the Recruitment Project.
2. Copy of Detailed Requirement Document (DRD), Syllabus and Job Description for various Posts, pattern of question-paper etc, as per requirement.
3. Template of Admit Card and Confirmation on Template of CBT/OMR/PBT.
4. Template and Guidelines for Preparation of Merit List.
5. Rules/guidelines/marketing scheme for evaluation.
6. Approved Process document for preparation of results (including Normalization Process if applicable) as received from end user Client.
7. Any other requirement related to conduct of Online CBT & Offline OMR/PBT exams.

4.2 Following shall be made available by the selected bidder:

1. Soft Copy of Centre Master having Centre No. and Centre Details
2. Complete candidates' response during the examination, audit trail and biometric data
3. Complete response related data of all the candidates
4. Examination scores of candidates and final merit list in a digitally signed and non-editable format as approved by NPC.
5. Submission of CCTV footage, covering all candidates distinctly, after completion of CBT.
6. Timely submission of specific data/inputs, RTI query or as may be required by any statutory/end client/legal authority.
7. Submission of various customised reports as per requirements of NPC.

4.3 Important points to be looked after by the selected bidders:

- 1 The selected bidder shall arrange Mock-drill including tests for training and validation of readiness at each of the scheduled test centres on the preceding day of the test (i.e. one day before the scheduled date). All those participating in conduct of the examination (Centre Superintendent, Deputy Centre Superintendent, Invigilators, and Technical Staff such as Center Administrator, IT Manager and Support Staff) shall be present fulltime during the conduct of Mock-drill. This should ensure finalization and validation of readiness of all arrangements and facility wise, system, network, security, protocols of exams, systems in place.
- 2 The selected bidder shall ensure that the centres booked for conducting the tests shall not have any other examination on the day of the test as well as on the day of Mock-drill (the day preceding the day of the test).
- 3 The selected bidder shall ensure that only those centres and computer nodes that are vetted by the NPC shall be used for the Mock-drill and Examination. Security parameters to be ensured and updated to NPC.
- 4 The selected bidder shall ensure that under no circumstances any computer node used by examinees shall go to sleep mode during the entire examination.
- 5 The selected bidder shall ensure that the soft copy of Centre Master having Centre No. and Centre details provided to the NPC for conducting the examination shall be final. No change shall be made by the selected bidder in the list. However, the NPC reserves the right to cancel/ change any centre.

4.4 Essential Pre-requisites:

I Organizational Level:

1. The Bidder must be a Company registered under the Companies Act, 1956 or a Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership Act or a registered SME Unit under DI-MSME for at least five years, i.e. as on bid submission date.
2. The Bidder must be operational in India for at least 5 years for providing end to end examination services and not limited to printing & scanning services for question paper & answer sheets. **Such bidders having expertise and experience only in printing works need not apply against this Tender.**
3. The bidder should participate as a single entity, no consortium or group companies will be allowed. Any experience as a consortium partner will also not be considered, as per the evaluation criterion.
4. The bidder shall be single point of contact with NPC and shall be solely responsible for the execution and delivery of the work.
5. The Bidder must have an average annual turnover of not less than INR Rs. 30 Crores (Rupees Thirty Crores) during preceding five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (CA Certified Unaudited)). [The Average of any best three years during afore-mentioned Financial Years shall be considered for the assessment of financial standing of the Bidders.]. The Audited Balance Sheet of the relevant period is required to be submitted by the Bidder.
6. The bidder should not have incurred any loss during preceding five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (CA Certified Unaudited)). The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited by the Chartered Accountant Firm, for each of the mentioned 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 should have executed at least four (4) projects related to conduct of recruitment exams/tests and four (4) Entrance Exams/tests with minimum 25,000 candidates scheduled in each such exam in Online CBT and Offline OMR/PBT Mode (as applicable) during last 5 years for the Central Government/ State Government/ Union Public Service Commission/ Government Departments/ Banking/PSUs/Medical/Management/Higher Educational Institutions / Universities etc. The Bidder shall be required to submit relevant details/ documentary proof in support. Scope of work in such exams being - Online application form management, generation and downloading of Admit Card online, conduct of examination, Result preparation and declaration etc.
9. The Bidder should have either Owned/Hired Tier – 3 Data Center (DCs). In case, the Bidder Firm has taken services of Data Centre facility from third party, a copy of the valid Agreement executed between the Bidder Firm & the third-party Data Centre service provider shall be required to be submitted with the Bid. The Agreement should be valid for the entire period of empanelment with NPC. The Bidder shall also be required to submit a certificate towards data security, data availability and 100% error free data recovery in case of Server/ Data Centre failure throughout the time-period of the empanelment.

10. The bidder must be able to conduct CBT/PBT & OMR answer sheet-based exams in multiple subjects in English and Hindi or any other language (multilingual) as applicable. The test delivery system should be able to handle this aspect of multiple languages / multiple subjects/multiple difficulty levels, without any glitches, appropriately.
11. The Bidder should have ISO 9001, ISO 27001, ISO 20001 & minimum CMMI level 3 certification for examination services.
12. The Bidder should have infrastructure in all the major cities in India with validated nodes/computers, tie-up with schools/colleges, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
13. The bidder should have all relevant facilities and logistics available to execute the work.
14. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional centre locations, students' data.
15. The bidder should not be blacklisted by any client organisation and no case must be pending in the court related to conduct of such examination.
16. The bids of bidders blacklisted by the Central Government/State Government/ institutions for corrupt & fraudulent practices shall not be considered. The Bids of the bidders against whom any criminal case is pending before any Court shall also not be considered. Notarized affidavit on stamp paper is to be submitted for this giving complete details.
17. The Bidder Firm should have at least 50 trained and experienced Technical Manpower on rolls.

II Assessment Platform level:

1. The proposed examination and question paper (in English and Hindi languages) generation software should be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. They must have the copyright of the source code and all its components. Bidders having CMMi development certificate will be given preference.
 - (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 NPC must be met immediately. The bidder should have at least regular 50 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 at all times by the bidders.
2. The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
 3. The bidder's software should have a facility of authorization template to create question paper (in English and Hindi) securely at a designated place decided by authorized personnel of NPC.
 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 NPC and NPC will never share the password.
 7. The bidder should provide web application to monitor, from the control centre at NPC, the pre-examination, during examination and post examination activities for all the centres.

SECTION V-SCOPE OF WORK

The Examinations could be conducted either in offline manner through PBT-Descriptive Examination or OMR answer sheet based tests OR Computer Based test (CBT), as the requirement may be.

If, single agency scores maximum marks for both mode of exams, then that agency shall be awarded work for both modes. However, if 2 different agencies get highest score for each of the 2 mode of exams, then they will be awarded work for that mode of exam in which they have scored highest marks among all bidders, for that respective mode of exam.

5.1 PRE-EXAM PREPARATORY ACTIVITIES

I Development of Online Registration Portal

Design, develop and integrate with **secured payment gateway & online registration forms** as per terms defined below:

1. Design, develop, test, host and manage a dedicated web-based portal exclusively for the specific recruitment project.
2. Design & develop online application form duly approved by NPC along with Secured & SSL encrypted Payment Gateway to receive the Online Applications (CERT-IN certified).
3. The online portal will have the features of auto scrutiny of the candidates' information, based on the criteria specified by NPC. The application format should be designed in such a way that non-eligible candidates should be eliminated at the time of online submission of application i.e. Candidate's validation and screening at the time of registration, as per rules and conditions specified by NPC.
4. The bidder shall integrate payment gateway services of web-based portal with the NPC designated bank with acceptance of credit cards, debit cards (Visa, Master and Maestro), Pay Wallets, UPI, etc. and internet banking of all public/ private banks.
5. The bidder shall verify the transaction(s) status on regular basis so as to maintain the database of all the received applications with the generation of payment receipts/acknowledgement along with automated reconciliation and generation of various MIS reports as required by NPC.
6. The online portal will generate a unique registration number and password on successful submission of online application by the candidate. The registration number will be the key number for candidates for any type of future correspondence/queries.
7. The online portal will generate a non-editable (PDF format) application form with a unique application number which can be further downloaded and printed by the candidate after successful submission of online application form
8. The online portal will generate and send acknowledgement e-mail and SMS to the candidates on their registered mobile number regarding successful submission of application form
9. The online portal will consolidate and validate the candidate's application data along with exam fee payment details (wherever applicable) before the generations of roll number, admit card for all exams etc.
10. To update the information/content on the web-based portal regularly for information to candidates and maintain the web-based portal till the completion of the project.

11. Online uploading/display of recruitment advertisement, instructions to candidates, and other information related to examination, from time to time.
12. Uploading of model test papers with sample questions to be provided by NPC.
13. The bidder shall have secured server services for data collection, hosting etc. /certificates for the recruitment assignment.
14. The bidder shall have Secured Data Centre with mandatory certifications along with requisite software licenses and must be within India and should be multi-tiered and available in multiple seismic zones.
15. The bidder shall provide the admin control/admin panel (login credentials to access) to the authorized representative of NPC.
16. The bidder shall maintain the server for the entire duration of the project with adequate bandwidth to ensure the necessary connectivity.
17. The bidder shall ensure the data integrity and security throughout the project.
18. Centralized Help Desk Support - It shall be the responsibility of the bidder to provide helpline support for resolving the queries / difficulties faced while filling up online application and during the whole recruitment process. The bidder shall provide helpline telephone numbers (at least 2 nos.) for voice as well as communication support through SMS and e-mail from 1000 hrs. to 1900 hrs. on all days i.e. Monday to Saturday. Bidder shall resolve all user queries on daily basis with a response time of maximum 24 hours.
19. Any other addition/modification in the above scope of work at any point of time even after the engagement of the concerned Agency/Organization shall have to be acceptable and incorporated.
20. The Selected Bidder shall carry Periodic Audit at exam Centres for CBT specifically
 - ❖ Hardware, Operating System, Screen resolution, processor Speed, RAM, Network, Keyboards, routers, Switches, LAN Connectivity, Network and Internet connectivity etc.
 - ❖ Software – Exam Softwares, Browser softwares, data softwares, system softwares, Centre Server and Centralised Server systems
 - ❖ Working condition of UPS, Power Back-up Generators and Air Conditioners, etc.

5.2 EXAMINATION ACTIVITIES

II Selection & arrangement of Exam Centres

1. To arrange for venues as per the requirement with appropriate facilities of rooms, computer labs with upgraded computer systems, secured connections and nodes, furniture, invigilation, supervision, drinking water, toilets etc. for conduct of examination.
2. To arrange venues within municipal city limits and with appropriate accessibility, connectivity through public transport, duly approved by NPC.
3. To allocate Centre Superintendents, Deputy Centre Superintendent Invigilators and other staff at all exam centres for smooth & confidential conduct of exams.
4. To arrange venues in identified similar/other nearby cities in case of any unprecedented increase in number of candidates in such cities.
5. To arrange for seating arrangement for Divyangjan candidates as per Government of India guidelines.
6. To arrange for seating arrangement for not more than 24 candidates per room or in multiples of 24 candidates only in bigger Examination Hall/Room. Separate appropriate seating arrangement in case of CBTs in designated Computer Labs to be ensured as per comfortable seating and exam appearing arrangement.
7. To arrange for invigilators in the ratio of minimum ONE (1) invigilator per 24 candidates.
8. To deploy only the school/college/institute faculty staff as Centre Superintendent, Deputy Centre Superintendent and Invigilators.
9. To arrange for frisking and biometric of candidates and ID verification at the entry point/gate or during examination at each venue.
10. Proper distance should be there between any two seats in the examination hall.
11. Follow-up of Covid Protocols and social distancing norms to be followed.
12. The selected bidder shall make necessary arrangements for following:

(a) Minimum number of personnel to be deployed:

Exam Center Administrator/ Centre Superintendent	One
IT Manager	One per 250 nodes (minimum 1 in a centre)
Deputy Centre Superintendent	For more than 250 nodes : one for each additional 250 nodes
Invigilators	One per 30 nodes (minimum 2 in a room)
Support Staff	Minimum One per 100 candidates (Suitability need to be justified with centres) and locations

Security Guards	Minimum One per 100 candidates (Suitability need to be justified with centres)
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, service provider should provide a City Head for examination.

The staff provided at the Test Centre for conduct of examination should be from among the regular staff of the selected bidder and as well as of the Test Centre. Centre Superintendent, Deputy Centre Superintendent and Invigilators must be regular teachers of a recognised college/ school.

(b) Minimum Candidate System Pre-requisites:

Screen Resolution	1024 X 768
Operating System	Windows Professional/Ubuntu Operating System/Any Secured or Patented OS, should be compatible with Center Server
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems/Chrome/FireFox
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:

Processor	CPU Speed: 1.5 GHz or above. Intel Core i5 processor with latest generation processor
RAM	4 GB 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/candidate 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.

III Generation of e-Admit Cards/Call Letters

1. To generate and allot unique roll nos. with exam centre as per preference indicated by candidate in the application form.
2. To design & generate e-Admit Cards/call letters for provisionally eligible candidates for respective test stages, i.e. Written/Skills test/Interviews, as applicable.
3. To allow registered candidates to download their e-admit cards/call letters online only.
4. To send reminder messages about the dates of exams and provide link for download of e-admit cards/call letters through SMS on registered mobile Nos. and in e-mail IDs

IV Conduct of the Written Exam

1. To make arrangement at exam centres/venues which shall include entire exam management activities, i.e. transportation of examination material to respective exam centres/venues & retrieval of entire exam material to NPC HQ, New Delhi, arrangement of invigilators, staff, security, drinking water & sanitary facilities, etc. for the conduct of the exam in a smooth and transparent manner.
2. To pick up packed and sealed centre-wise packets of the question paper (in case of offline exam) from designated place (provided by NPC), transport and position at the exam venues, as directed by NPC.
3. To print OMR answer sheets/Descriptive PBT Answer sheets as per the requirement provided by NPC.
4. To arrange for packing and sealing of both used and unused exam material at exam centre as directed by NPC.
5. To retrieve back exam material, both used and unused, directly from the exam centres to NPC HQ at New Delhi as directed by NPC.
6. To print Attendance List, as per provisional list of eligible candidates allowed to appear in the examination and get the attendance sheet filled-in at each venue,

5.3 POST EXAMINATION ACTIVITIES

V Result Processing & Merit List Generation

1. To process candidate response/scan OMR answer sheets and undertake processing of result.
2. To calculate marks obtained by each candidate as per the requirement and marking scheme.
3. To store Candidate's responses, biometric, photograph, audit trails & submit to NPC for verification purposes during subsequent stages of the project.
4. To scan evaluated (to be done by NPC) descriptive answer sheets.
5. To provide documented inputs and support for handling Candidates queries, RTI queries, Court Cases
6. To support in MIS generation/ submission of customized reports to NPC.

VI General

1. To handle the entire above-mentioned operation with utmost confidentiality and secrecy in a professional manner maintaining highest professional standards.
2. To ensure and expedite all the above activities in consultation with NPC.
3. To hand over the exam related documents, viz. Question papers, filled-in OMR Answer Sheets, descriptive answer booklet (if any) immediately after conduct of the exam.
4. To retain the exam related records for a period of six months from the date of the exam to provide any clarification sought by NPC.
5. All related & customized MIS/Reports as desired by NPC shall be provided by the agency/organization.
6. Any other addition/modification in the above scope of work at any point of time even after the engagement of the concerned Agency/Organization shall have to be acceptable and incorporated.
7. Anything not mentioned or included in above terms and conditions yet crucial to the arrangement of respective examinations/tests, shall invariably notwithstanding form a part of the standard inclusions by the Bidder, which may be informed subsequently even after the award of work to the respective bidder and the bidding agencies to have an open acceptability of any such situation.
8. In addition to the above the bidder shall ensure the following :
 - i. Periodic audit at Exam Centers for:
 - a. Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc. and all test required for cyber security.
 - b. Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser. Working condition of UPS and Generator.
 - ii. Video tutorial regarding the CBT process flow which should be available to all candidates through mock link for familiarizing about the process of CBT to be attempted
 - iii. Capture data i.e. click by click audit trail, candidate's response, login/logout data etc during the examination process.
 - iv. Host and manage the examination process through intranet-based solution at Exam Centers. Data of test progress should be transferred to the central server on a real time basis for monitoring purpose.
 - v. Coordinate and manage installation and operation of jammers for Wireless networking to be provided by NPC, if needed.
 - vi. Cyber security audit report
 - vii. Providing sufficient number of personnel & biometric data during the interview/skill test and at the time of joining
 - viii. Exams to be conducted on local LAN, data of test progress should be transferred to the central server on a real time basis for monitoring purposes.
 - ix. Write candidate's raw responses/data on external media within 48 hours
 - x. Invite objections through online management after conduct of the examination
 - xi. Demonstration of complete System Test Run (STR) with test data
 - xii. Demonstration Application server logs to capture all errors, warnings and exceptions

SECTION VI- ANNEXURES

ANNEXURE-I - FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly **supported** by figures in Balance Sheet/ Profit & Loss Account for the last three years i.e.2018-19, 2019-20 and 2020-21and 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) 2017- 18	(2) 2018- 19	(3) 2019- 20	(4) 2020- 21	(5) 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 Tests (CBT) Only

S. No.	Details	(1) 2017- 18	(2) 2018- 19	(3) 2019- 20	(4) 2020- 21	(5) 2021- 22
i)	Gross Annual Turnover					
ii)	Profit/Loss					

Table-3: Turnover from Offline OMR Based Tests & PBT Only

S. No.	Details	(1) 2017- 18	(2) 2018- 19	(3) 2019- 20	(4) 2020- 21	(5) 2021- 22
i)	Gross Annual Turnover					
ii)	Profit/Loss					

Please attach - Up to date Income Tax Clearance Certificate

- Audited Balance Sheet.
- Certificate of financial soundness from Bankers of Bidder on bank's Letterhead duly verified, signed and stamped.

Note: Attach additional sheets, if necessary.

(Signature with date and Seal of Bidder)

ANNEXURE-II - DETAILS OF SIMILAR WORK EXECUTED

(ATTACH SEPARATE SHEET FOR ONLINE & OFFLINE TESTS)

S N0	Name of work/ Project & Location	Owner/ Sponsoring organization	Total No. of Candidates Handled	Total No. of Shifts takenfor completion	Date of commencement as per contract	Actual Date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

(Signature with date and Seal of Bidder)

**ANNEXURE-III DETAILS OF WORK UNDER EXECUTION OR AWARDED
(ATTACH SEPARATE SHEET FOR ONLINE & OFFLINE TESTS)**

S No.	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

(Signature with date and Seal of Bidder)

**ANNEXURE – IV - PERFORMANCE REPORT OF WORKS REFERRED IN
ANNEXURE II & III**

(Furnish this information for each individual work/project awarded by the Client organization for whom the work was executed for each type of Online & Offline Test)

1. Name of Work/Project & Location : _____
2. Owner or Sponsoring Organisation _____
3. Address: _____

4. Contact Person: _____
5. Designation: _____
6. Telephone No(s): _____
7. E-mail : _____
8. Agreement No.: _____
9. Estimated Cost : _____
10. Tendered Cost : _____
11. (a) Date of Start
(b) Stipulated date of completion: _____
(c) Actual date of completion : _____
12. Amount of compensation : _____
Levied for delayed completion,
Or any other damages, if any
13. 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: _____

(Signature and Seal of Owner or Sponsoring Organisation)

Date:

Place:

ANNEXURE – V - STRUCTURE OF THE ORGANIZATION

1. Name and address of bidder : _____

(a) Telephone No. _____
(b) Fax No. _____
(c) Email addresses _____
2. Legal Status (Attach copies of original document defining the legal status).
(d) An Individual/Consortium : _____
(e) A Proprietary/Partnership agency : _____
(f) A Trust : _____
(g) A Limited Company or Corporation : _____
3. Particulars of Registration with various Government bodies & Statutory Tax Authorities:
(Attach attested photocopy)
(a) Registration Number : _____
(b) Organization/Place of registration : _____
(c) Date of validity : _____
4. Names and titles of Directors & Officers with Designation to be concerned with this work with Designation of individuals authorized to act for the organization: _____

5. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reason for not completing the work.

6. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reason for not completing the work.

7. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.

8. Area of specialization and Interest :

9. Have you been blacklisted by any Organization? If Yes, Provide details thereof.

10. Is there any Criminal Complaint under Cr.PC registered or pending in any Police Station of India. If Yes, please provide the details with documentary evidence. (Any voluntary non-disclosure & concealment of fact shall lead to disqualification, if discovered, at later stage)

11. Is any case pending in the court. If yes, please provide the detailed status. (Any voluntary non-disclosure & concealment of fact shall lead to disqualification, if discovered, at later stage)

12. Any other information considered necessary but not included above.

(Signature with date and Seal of Bidder)

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

(Signature with date and Seal of Bidder)

ANNEXURE – VII - MARKING CRITERIA FOR TECHNICAL EVALUATION OF BIDS

Following Scoring Model will be followed for technical evaluation of the bids. The Evaluation Scheme comprises of Part-A and Part-B. The Part-A Assessment contains the General Criterion to assess overall experience of the bidder, standing of the bid agency, financial position, manpower strength, Certifications and Infrastructure Capability. These evaluation parameters are applicable for all bidding agencies and it carries a total score of 30 out of total 100 score. The remaining score of 70 as per Part-B is specific to the Online & Offline Assessment.

It may be noted that the scoring is designed as per QCBS methodology and the Bidders scoring 70% or more scores as per above criteria will be considered technically qualified. Financial Bids of only such technically qualified bidders shall further be opened.

PART-A: GENERAL (Common Assessment Criteria for all Bidder Agencies) = Total Score 30

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Overall Experience of Bidder for conduct of Online & Offline Examinations (CBT/OMR/PBT) on pan-India basis			5
1.1	Standing of the Bidder Agency	The bidder should be Operational in conduct of examinations in different modes like CBT / OMR / PBT during last 5 Years in India.	=5 years and < 10 Years	3
			>=10 years	5
2.	Financial Position of the Bidder			8
2.1	Overall Turnover of the bidder	The bidder should have a minimum average overall Annual Turnover of minimum INR 30 Crores in preceding five financial years (2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 (CA Certified Unaudited)). [The Average of any best three years during afore-mentioned Financial Years shall be considered for the assessment of Financial standing of the Bidders.]	= INR 30 Crores	0
			> INR 30 Crores and =INR 50 Crores	4
			> INR 50 Crores	8
3.	Overall Manpower on the Payrolls of Bidder			5
3.1			< 50 Employees	0

	On-Roll Technical Employees	The bidder should have minimum 50 employees on payroll to look after Technical and related examination work & activities.	> 50 and = 100 Employees	3
			> 100 Employees	5
4.	Bidder's Certifications			8
4.1	ISO Certifications	ISO 9001, ISO 27001, ISO 20001, STQC. (Valid countersigned Certificate Copies to be submitted as Proof)	Certifications indicating Validity	4
4.2	CMMi Level (Organization) Certification	CMMi level Service/Development (Valid countersigned Certificate Copies to be submitted as Proof)	CMMi Level 3	2
			CMMi Level 5	4
5.	Bidder's Infrastructure Capability			4
5.1	Primary Data Center (DC) with Secondary Data Centre (DC) Site Management for Data Security.	Bidder should have either owned or hired Primary data Centre & Secondary Data Centre (DC) availability. (A Certificate with details of Owned & Hired Data Centres to be provided)	Tier III Primary DC Infrastructure with Secondary DC outsourced by the Bidder/Group of Companies with Cert-in Certified Infrastructure.	2
			Tier III Primary DC Infrastructure with Secondary DC owned by the Bidder/Group of Companies with Cert-in Certified Infrastructure.	4
	TOTAL SCORE (A) GENERAL (Common Assessment Criteria for all Bidder Agencies)			30

PART-B: SPECIFIC ASSESSMENT CRITERIA FOR ONLINE CBT EXAMS = Total Score 70

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Bidder's Financial Turnover from Online CBT Exams/Tests in India			10
1.1	Turnover from Online / Computer Based Examination (CBT) Exams / Tests	Average Annual Turnover in INR of at least INR 15 Crores in preceding three financial years (2018-19, 2019-20 and 2020-21 and CA Certified unaudited FY 2021-22) from conduct of Online / Computer Based Examination (CBT) Exams / Tests. [Audited Balance Sheet and Certificate from registered CA to be attached]	= INR 15 Crore	0
			> 15 Crore and = INR 50 Crore	5
			> INR 50 Crore	10
2.	Bidder's Experience in conduction of Computer Based Test (CBT) in India			40
2.1	Number of Years of Work Experience in Online / Computer Based Test (CBT) Exams / Tests	Bidder should have minimum work experience of five (5) years in conduction of Computer Based Online Exams on pan-India basis at multiple locations. [Bidders to attach Work Experience Certificate / Assignment Closure Certificate / Work Orders issued by Client Organizations of previous five years.]	= 5 years	0
			> 5 years and = 7 years	3
			> 7 years	5
2.2	Delivery of Online/Computer based Examination	The bidder shall have satisfactorily conducted minimum 4 Recruitment Exam / Test Projects and 4 Entrance Examinations / Test Projects in CBT Mode for Government Department / Central PSUs / State PSUs / State Govt. / Higher Educational Institutions / Universities during last 5 years	< 4 Recruitment Exam / Test Projects	0
			= 4 Recruitment Exam / Test Projects	1
			>= 5 Recruitment Exam / Test Projects	2
			< 4 Entrance Exam / Test Projects	0

		with minimum 25,000 candidates scheduled in each such exam (if the Client is same and different Projects/Posts have been undertaken for that client, it will be counted as different client). The activities shall include Online application, Admit card Generation, Content Creation, Venue/Exam Centre booking, Invigilators and Centre Superintendent other manpower allocation, Conduct of Exam, Result & Merit List preparation/declaration, Validation & Final result Processing.	= 4 Entrance Exam / Test Projects	1
			>= 5 Entrance Exam / Test Projects	2
2.3	Number of Candidates appeared in CBT at exam Centres in a Single Shift completed across India	Number of candidates for which CBT exam was conducted in a Single Shift on pan-India basis. [Bidder to attach the certified relevant Work Order / Project Closure Certificate indicating the Exam and Candidate details]	< 25,000 Candidates	0
			From 25,001 to 50,000 Candidates	3
			From 50,001 to 1,00,000 Candidates	6
			> 1,00,001 Candidates	8
2.4	Number of Locations on pan-India basis at Multiple Centers	Bidder should have completed CBT Exam/Test in at least 50 locations on pan India basis at multiple locations and centers.	= 50 Locations	0
			> 50 and = 100 Locations	5
			> 100 Locations	10
2.5	Number of Unique Papers/Subjects/Disciplines for Which CBT conducted at multiple locations and centers on pan-India basis	Bidder should have conducted in a single exam cycle having minimum five (5) Unique Question Papers (QP) (i.e. Different Subjects/Disciplines)	= 5 QPs	0
			> 5 and = 10 QPs	3
			> 10 QPs	5
2.6	No. of Certified Nodes Owned/Hired by Bidder for Conduct of Examination on pan India basis in Single Shift	Bidder should have Minimum 25,000 Nodes submit a certified copy of State/City Wise Capacity of Owned/Hired Certified Nodes (available 24 X 7)	< 25,000 Nodes	0
			25,001 to 50,000 Nodes	3
			> 50,001 to 1,00,000 Nodes	5

			> 1,00,001 Nodes	8
3.	Exam Software System	<p>Bidder shall have to submit an undertaking to the following effect that:</p> <ol style="list-style-type: none"> 1. All software used including Exam System Software should be 100% Safe, Secured from any internal/external threats and should be able to curb any attempt to detect, log and prevent any network or any external or internal hardware including any unauthorized access from anyone and is strong enough to prevent any kind of manipulation. 2. The Software must have mechanism to assess the software integrity while randomization of Question Papers (QPs). 3. The Security of the Exam Centre Servers and HO Centralised Server should be unbreachable including the candidate's node, routers/switches used at the exam Center. 4. There would be 100% sanitization for candidate's system and nodes including exam centre servers, during pre and post exam at each center. 5. Bidder to ensure inventory of all hardware and software configurations of all nodes, servers, network switch/router to be used in conduct of the exam/test. 		10

4.	Approach & Methodology	The scores for Approach & Methodology shall be awarded by the Committee based on the Presentation and Capability demonstration made by the Bidder.		10
	TOTAL SCORE (B) ONLINE CBT TEST/EXAM			70

**PART-B: SPECIFIC ASSESSMENT CRITERIA FOR OFFLINE - OMR & PBT DESCRIPTIVE EXAMS =
Total Score 70**

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Bidder's Financial Turnover from Offline OMR & PBT Descriptive Exams / Tests in India			10
1.1	Turnover from Offline OMR & Pen Paper Based Descriptive (PBT) Exams / Tests	Average Annual Turnover in INR of at least INR 10 Crores in preceding three financial years (2018-19, 2019-20 and 2020-21 and CA Certified unaudited FY 2021-22) from conduct of Offline OMR & Pen Paper Based Descriptive (PBT) Exams / Tests. (Audited Balance Sheet and Certificate from registered CA to be attached)	= INR 10 Crores	0
			> INR 10 Crores and = INR 20 Crores	5
			> INR 20 Crores	10
2.	Bidder's Experience in conduction of Offline OMR & PBT Descriptive Exams / Tests in India			40
2.1	Number of Years of Work Experience in Offline OMR & PBT Descriptive Exams / Tests	Bidder should have minimum work experience of five (5) years in conduction of Offline OMR & PBT Exams/Tests on pan-India basis at multiple locations. Bidders to attach Work Experience Certificate/Assignment Closure Certificate/Work Orders issued by Client Organizations of previous five years.	= 5 years	0
			> 5 years and = 7 years	3
			> 7 years	5
2.2	Delivery of Offline OMR & PBT Descriptive Exams / Tests	The bidder shall have satisfactorily conducted minimum 4 Recruitment Exam / Test projects and 4 Entrance Examinations / Test Projects in	< 4 Recruitment Exam / Test Projects	0
			= 4 Recruitment Exam / Test Projects	1

		Offline Mode (OMR/PBT) for Government Department / Central PSUs / State PSUs / State Govt. / Higher Educational Institutions / Universities during last 5 years with minimum 25,000 candidates scheduled in each such exam (if the Client is same and different Projects/Posts have been undertaken for that client, it will be counted as different client). The activities shall include Online application, Admit card Generation, Content Creation, Venue/Exam Centre booking, Invigilators and Centre Superintendent other manpower allocation, Conduct of Exam, Result & Merit List preparation/declaration, Validation & Final result Processing.	> 5 Recruitment Exam / Test Projects	2
			< 4 Entrance Exam / Test Projects	0
			= 4 Entrance Exam / Test Projects	1
			> 5 Entrance Exam / Test Projects	2
2.3	Number of Candidates appeared in Offline OMR & PBT Exams/Test at exam Centres in a Single Shift completed across India	Number of candidates for which Offline OMR & PBT Exams/Test was scheduled in a single Exam Project in a single Shift on pan-India basis.	<= 25,000	0
			From 25,001 to 50,000 Candidates	3
			From 50,001 to 1,00,000 Candidates	6
			> 1,00,001 Candidates	8
2.4	Number of Locations on pan-India basis at Multiple locations and Centers	Bidder should have completed conduct of Exams / Tests in at least 50 locations pan India basis at multiple locations and Centers.	<= 50 Locations	0
			> 50 and = 100 Locations	5
			> 100 Locations	10
2.5	Number of Unique Papers / Subjects / Disciplines for Which Offline OMR & PBT	Bidder should have conducted in a single exam cycle having minimum five (5) Unique	<= 5 QPs	0
			> 5 and = 10 QPs	3

	Exams / Tests conducted at multiple locations and centers on pan-India basis	Question Papers (QP) (i.e. Different Subjects / Disciplines) with combination of different QP Sets	> 10 QPs	5
2.6	Seating and other Arrangements for Offline OMR & PBT Exams/Tests conducted at multiple locations and centers on pan-India basis at Exam / Test Venue	Bidder should have minimum 25,000 seats and should submit a certified copy of State / City Wise Capacity of Owned / Hired Examination Seating Capacity with standardized arrangements of the different materials, viz., Table/Chairs/Toilets/Entrance, Security, etc. on pan-India basis venue wise.	< = 25,000 Seats	0
			= 25,001 to 50,000 Seats	3
			>= 50,001 to 1,00,000 Seats	5
			> 1,00,001 Seats	8
3.	Online Application System for Offline OMR & PBT Exams/Tests, Roll No. & Centre Generation, Result Processing	<p>Bidder shall have to submit an undertaking to the following effect that:</p> <ol style="list-style-type: none"> 1. All Exam System Software should be 100% Safe, Secured from any internal/external threats and should be able to curb any attempt to detect, log and prevent any network or any external or internal hardware including any unauthorized access from anyone and is strong enough to prevent any kind of manipulation. 2. The Security of HO Centralised Server should be unbreachable. 3. To ensure all software, systems, servers used are glitch free, sanitized and free from any malware attacks at any stage, i.e. online application stage, Admit card generation stage, QP & Answer Key (content) stage, 		10

		Attendance Record stage, scoring & Result processing stage, etc. 4. Absolute integrity, confidentiality and secrecy shall be maintained and no voluntary disclosure pertaining to examination, etc. shall be made at any stage by the Bidders or representatives of the Agency, without explicit permission of the Bidding Agency.	
4.	Approach & Methodology	The scores for Approach & Methodology shall be awarded by the Committee based on the Presentation and Capability demonstration made by the Bidder.	10
TOTAL SCORE (B)			70
OFFLINE MODE - OMR & PBT DESCRIPTIVE EXAM			

ANNEXURE – VIII- Price Bid - Item Rate BoQ

Validate

Print

Help

Tender Inviting Authority: **National Productivity Council**

Name of Work: **REQUEST FOR PROPOSAL (RFP) FOR SHORT LISTING AGENCIES ON RATE CONTRACT FOR PROVIDING END TO END RECRUITMENT & EXAMINATION SUPPORT IN CONDUCTING “COMPUTER BASED TEST (CBT), DESCRIPTIVE-PEN PAPER BASED TEST (PBT) & OMR BASED TEST” ON PAN INDIA BASIS FOR DIFFERENT ORGANIZATIONS**

Contract No: **NPC/HQ/HRM/T1/RECRT/2022-23**

Bidder Name :								
<p>PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) This Price BoQ is indicative, evaluation of L1 with be as per RFP</p>								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Year 1 Rate per Unit (without taxes) in Rs. To be entered by the Bidder	Tax in % on Unit Rate Only Tax %age to be entered by the Bidder	Cost (with taxes) in Rs.	Cost (without taxes) in Rs.	Total Cost (without taxes) in Rs. In words
1	2	3	4	5	6	7	8	9
1	Conduct of Online Computer Based Test Examination as per Scope of Work (CBT)							
1.01	Upto 2000 Nos. of Candidates (Minimum gurantee of 500 nos. candidates)	1.00	Nos			0	0.00	INR Zero Only

1.02	From 2001 to 10000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
1.03	From 10,001 to 50,000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
1.04	From 50,001 to 100000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
1.05	For 100001 and above candidates							
2	Conduct of Offline OMR Based Examination as per Scope of Work (OMR)							
2.01	Upto 2000 Nos. of Candidates (Minimum gurantee of 500 nos. candidates)	1.00	Nos			0	0.00	INR Zero Only
2.02	From 2001 to 10000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
2.03	From 10,001 to 50,000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
2.04	From 50,001 to 100000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only
2.05	For 100001 and above candidates							
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only							

ANNEXURE – IX - TENDER ACCEPTANCE LETTER

(To be given on Company/Agency 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 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)**

ANNEXURE- X: NON-DISCLOSURE AGREEMENT FORMAT

This Agreement made on this ----- day of ----- (the “**Effective Date**”)

BETWEEN:

(1) **National Productivity Council**, (hereinafter referred to NPC) is a society registered under the Societies Registration Act 1860, an autonomous body under Ministry of Commerce and Industry, Government of India and having its registered office at Productivity House, 5-6 Institutional Area, Lodi Road, New Delhi-110003,

AND

(2) -----, a company having its registered office

(hereinafter referred to, individually, as the “**Party**” and collectively, as the “**Parties**”)

Background:

- i. The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning “**TO PROVIDE SUPPORT TO NPC IN CONDUCTING “COMPUTER BASED TEST (CBT), OMR ANSWER SHEET BASED TEST & PBT-DESCRIPTIVE TEST”** (the “**Project**”).
- ii. The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii. The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and, on the terms, and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 “**Disclosing Party**” means the Party disclosing Confidential Information to the other Party under this Agreement.

1.2 “**Receiving Party**” means the Party receiving Confidential Information from the other Party under this Agreement.

1.3 “**Confidential Information**” means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.

1.3.1 Such Confidential Information shall also include but shall not be limited to:

1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;

1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;

1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or

1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.

1.3.2 Such Confidential Information shall not include any information which:

1.3.2.1 is, at the time of disclosure, publicly known; or

1.3.2.2 becomes known at later date publicly, available otherwise tantamount to a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or

1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or

1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

1.4 “**Purpose**” means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the **Background** section.

1.5 “**Affiliate**” means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 “**Contemplated Agreement**” means any future legally binding Agreement between the

Parties in respect of the Project envisaged under this Agreement.

2.0 Non-Disclosure of Confidential Information:

2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.

2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:

2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and

2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive such

information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7.0 Term and Termination:

7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.

7.2 This Agreement shall remain in force for one (1) year from the Effective Date or till the submission of Merit List, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.

7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of one (1)

year from the date of disclosure of Confidential Information or till the submission of Merit List.

7.4 'Either Party may terminate this Agreement with a prior notice of 30 (thirty) days to the other Party'

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

13.0 General:

13.1 Upon 45 days' written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.2 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.3 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of
National Productivity Council

For and on behalf of

Sign:

Sign:

Name:

Name:

Title:

Title:

ANNEXURE- XI: CONTRACT PERFORMANCE BANK GUARANTEE

Contract Performance Bank Guarantee (To be executed on non-judicial stamp paper as per the Indian Stamp Act)

Date:

Contract Name and No. :

To:

WHEREAS _____ (hereinafter "the Agency") has undertaken, pursuant to Contract No. _____ dated _____, _____ to take up the assignment Engagement of Firm to Undertaking "Proposal From Reputed National Level Agencies / Organisations "For Rate Contract with Agencies to provide support to NPC in conducting "Computer Based Test (CBT), OMR Answer Sheet based Test & PBT-Descriptive Test" for **NATIONAL PRODUCTIVITY COUNCIL** (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the afore mentioned Contract that the Agency shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Agency's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____ legally domiciled in _____, hereinafter "the Guarantor"), have agreed to give the Agency a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Agency, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. ***The guarantee can be presented by National Productivity Council at any of our branches at New Delhi who will pay the claim amount to National Productivity Council, immediately.***

The Guarantor also agrees that National Productivity Council at its option shall be entitled to enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee National Productivity Council may have in relation to the Bidder's liabilities.

Provided that the liability of the Guarantor under this Guarantee shall not exceed the said amount of Rs. (_____/ - / Indian Rupees _____ Only) exclusive of interest payable on the amount demanded in the notice till the date of payment to National Productivity Council and interest thereon. Any disputes concerning or under this Guarantee shall be subject to the jurisdiction of courts located in **NEW DELHI** only.

This security is valid until the _____ day of _____, _____.
Name _____ In the capacity _____ of

Signed

_____ Duly authorized to sign the security
for and on behalf of _____ Date
_____ Notwithstanding anything contained herein
above.

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____) only.
- ii. The Bank Guarantee shall be valid up to _____ only.
- iii. We or our Bank at New Delhi (Name & Address of the Local Bank) are liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us or our local Bank at New Delhi a written claim or demand and received by us or by Local Branch at New Delhi on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

For _____ (indicate the name of the Bank)

N.B.:

- i. Name of the Agency :
- ii. No. & date of the Letter of Award / Contract:
- iii. Amount of the Bank Guarantee : Rs.....
- iv. Validity period or date up to which the Contract is valid:
- v. Signature of the Constituent Authority of the Bank with seal:
- vi. Name & addresses of the Witnesses with signature:
- vii. The Bank Guarantee shall be accepted only after getting confirmation from the respective Bank(s).

In the presence of Witness

1. Name & Address

2. Name & Address

ANNEXURE- XII: CONTRACT FORM

CONTRACT

THIS AGREEMENT made this _____ day of _____ between National Productivity Council (hereinafter referred to as "**the Purchaser**") which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and _____ having its Office at _____ (hereinafter referred to as "**the Vendor**") which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ with the Vendor and has accepted to pay to the Vendor the contract amount for provisioning of those goods & related Services as per applicable slabs (Hereinafter referred to as "the Contract Value").

AND WHEREAS the Vendor has agreed to provide Goods and Services as listed in Bid Document No _____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

A. Bid Document No _____ regarding _____ including

(i)	RFP as per document	
(ii)	Scope of Work as per RFP document	
(iii)	General Conditions of Contract and other terms as per RFP	
(iv)	Bid Documents Submitted by Bidder	
(v)	Letter Of Award (LOA).	
(vi)	Acceptance of LoA	
(vii)	Signed Non-Disclosure Agreement	
(viii)	Contract Performance Bank Guarantee	

B. Clarifications issued by the Purchaser and successful bidder.

C. Pre-Qualification, Technical and Commercial proposals submitted by the Vendor.

D. Order No. _____ dated _____ placed on the Vendor.

E. Acceptances of the order vide No. _____ dated _____ by the Vendor.

3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed and delivered for & on behalf of M/s

Signed, sealed and delivered for and on behalf of the Director General, National Productivity Council

Signature -----

Name -----

Designation _____

Address -----

Date -----

Place : New Delhi

Signature -----

Name -----

Designation _____

Address -----

Date -----

Place : New Delhi

In the presence of:

Signature -----

Name -----

Designation _____

Date -----

Place : New Delhi

In the presence of:

Signature -----

Name -----

Designation _____

Date -----

Place : New Delhi

ANNEXURE – XIII – 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

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) 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 **user name** and assign a password for their accounts.
- 3) Bidders are advised to register their **valid e-mail 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. Kindly 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 into the site through the secured log-in by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters may 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 key words 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 bidders 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) Bidders should take well 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" are 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) Bidders should login to 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 the 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 file name. 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 (SSL) 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 openers 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 (i.e. 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.