

## Request for Proposals

For Online Examination (Computer Based Test):  
Conduct and Processing of Postman-Mail Guard and Multi Tasking Staff  
Recruitment Examinations of Department of Posts, Maharashtra



O/o The Chief Postmaster General  
Maharashtra Circle  
Mumbai – 400 001

[www.indiapost.gov.in](http://www.indiapost.gov.in)

## Table of Contents

<b>1. Fact Sheet</b> .....	<b>4</b>
<b>2. Request for Proposal</b> .....	<b>5</b>
<b>2.1. Background Information</b> .....	<b>5</b>
<b>2.2. Project Background</b> .....	<b>5</b>
<b>2.3. Key Information</b> .....	<b>6</b>
<b>3. Scope of Work</b> .....	<b>7</b>
<b>3.1. Pre-Examination Phase</b> .....	<b>7</b>
<b>3.2. Examination Phase</b> .....	<b>12</b>
<b>3.3. Post Examination Phase</b> .....	<b>15</b>
<b>4. Pre Qualification Criteria</b> .....	<b>16</b>
<b>5. Technical Evaluation Criteria- Scoring Model</b> .....	<b>18</b>
<b>6. Evaluation of Bids</b> .....	<b>20</b>
<b>6.1. Technical Evaluation</b> .....	<b>20</b>
<b>6.2. Financial Evaluation</b> .....	<b>20</b>
<b>6.3. Evaluation and Comparison of Bids</b> .....	<b>20</b>
<b>6.4. Final Evaluation Criteria - Quality and Cost based selection</b> <b>(QCBS)</b> .....	<b>21</b>
<b>7. Important Instructions</b> .....	<b>21</b>
<b>8. General Information</b> .....	<b>23</b>
<b>9. Appointment of Successful Bidder</b> .....	<b>27</b>
<b>ANNEXURE – I (Technical Bid Format)</b> .....	<b>34</b>
<b>ANNEXURE- II (Financial Information)</b> .....	<b>37</b>
<b>ANNEXURE- III (Details of Work Executed)</b> .....	<b>38</b>
<b>ANNEXURE – IV (Details of Technical and Administrative Personnel to be Employed for the work )</b> .....	<b>39</b>
<b>ANNEXURE V (Financial Bid)</b> .....	<b>40</b>
<b>ANNEXURE VI (Format of Pre Contract Integrity Pact)</b> .....	<b>41</b>

**ANNEXURE VII (Format for Earnest Money Bank Guarantee).....49**  
**ANNEXURE VIII (Format for Performance Bank Guarantee).....51**  
**ANNEXURE IX (Agreement).....54**

## 1. Fact Sheet

S. No	Particulars	Details
1	Tender ID	ADR/Rectt/DR/PM-MG-MTS/2015-16
2	Tender date	19/07/2018
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
4	RFP issued by	Office of the Chief Postmaster General, Department of Posts (DOP), Mumbai, Maharashtra 400001
5	Availability of RFP	RFP can be downloaded from <a href="http://eprocure.gov.in">http://eprocure.gov.in</a> & <a href="http://www.indiapost.gov.in">www.indiapost.gov.in</a>
6	EMBG	Earnest Money Deposit of 50, 00,000 (Fifty lakhs only) in form of Earnest Money Bank Guarantee as per format in Annexure VII.
7	Performance Bank Guarantee (PBG)	Equivalent to 10% of the bid value as per format in Annexure VIII.
8	Nodal Officer for correspondence and Clarification	Shri. D.G. Chaskar, ADPS (Rectt), O/o Chief PMG, Maharashtra Circle, GPO Building, Mumbai – 400 001.
9	Last date for receipt of Pre bid queries	01/08/2018 addressed to the Nodal Officer by post or email- <a href="mailto:apmgremah@gmail.com">apmgremah@gmail.com</a>
10	Pre bid conference	10/08/2018
11	Issue of addendum/clarification(if any)	16/08/2018
12	Last date of bid submission	Proposals must be submitted not later than 10/09/2018 till 1500 hrs.
13	Opening of Technical bid	10/09/2018 at 1600 hrs.
14	Opening of Financial bid	Will be announced on both the websites referred in Column 5 after declaration of qualified bidders in technical bid.

## **2. Request for Proposal**

- i. On-line Tenders are invited on behalf of the Chief Postmaster General, Maharashtra Circle, Mumbai 400001 from eligible, reputed and qualified IT firms engaged in conducting computer based test with sound technical and financial capabilities for undertaking specified processes for Department of Posts (DOP) in connection with the conduct of Online Direct Recruitment examinations on end to end basis as specified in this RFP. This invitation to bid is open to all Bidders meeting all the qualifying criteria as mentioned in this RFP Document.

### **2.1. Background Information**

#### **Basic Information**

- i. DOP, Maharashtra Circle invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies/Firms/Agencies (“Bidders”) for selection of “BIDDER”.
- ii. Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered in this procurement process.
- iii. Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

### **2.2. Project Background**

DOP, Maharashtra intends to implement a system that will manage the end-to-end recruitment/examination process of Maharashtra Postal Circle comprising the States of Maharashtra and Goa. The system shall mainly comprise of the following activities:

- i. Application designing
- ii. Setting-up Help Desk
- iii. Online filling of application forms and Generation / Download of Admit cards after online payment of examination fee
- iv. Selection and Preparation of centres in all respects for Computer based exams
- v. Preparation of question banks in English, Hindi and Regional language of Maharashtra & Goa and provision for secured question paper authoring software
- vi. Conduct of Computer Based Examination
- vii. Preparation/compilation of Result
- viii. Generation of Merit List
- ix. MIS/customized report generation
- x. Post Examination services

### **2.3. Key Information**

#### **About Department of Posts**

The Department of Posts (DOP) under the Ministry of Communications, Government of India has been the backbone of the country's communication for more than 150 years and has played a crucial role in the country's social and economic development. It touches the lives of Indian citizens in many ways: delivering mails, accepting deposits under Small Savings Schemes, providing life insurance cover under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI) and providing retail services like bill collection, sale of forms, etc. The DOP also acts as an agent for Government of India in discharging other services for citizens such as Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS) wage disbursement and old age pension payments. With 1,55,015 Post Offices, the DOP has the most widely distributed postal network in the world.

- i. Total number of candidates likely to take the examination will be approximately 6 to 8 lakhs. However, actual may vary & no firm figure can be given in this regard.

- ii. Exam will be conducted in all the major cities in the States of Maharashtra and Goa covering all districts in Maharashtra and Goa. However decision of DOP in this regard shall be final.

### **3. Scope of Work**

The computer based examination for Postman (PM)/ Mail Guard (MG) & Multi Tasking Staff (MTS) shall be held in separate sittings.

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

- i. Pre- Examination Phase
- ii. Examination Phase
- iii. Post Examination Phase

Note – Following shall be made available by the DOP:

- i. Syllabus and Guidelines for preparation of question papers
- ii. Business Rules for conduct of examination and merit list generation

Note- Following shall be made available by the Bidder

- i. Soft copy of Candidates Application Master Data base having Roll No., Medium of Exam centre No., Shift, Photograph, Signature and Address etc.
- ii. Soft Copy of Centre Master having Centre No. and Centre Details
- iii. Sets of Question Papers for conducting the examinations
- iv. Complete candidates' response during the examination, audit trail and biometric data
- v. Complete response related data of all the candidates
- vi. Raw Scores and Merit List

#### **3.1. Pre-Examination Phase**

1. The Bidder should design the advertisement for the examination in consultation with DOP and same to be uploaded in the designated websites as decided by DOP.

2. The Bidder should design the application for candidates to register themselves for the Computer Based Examination and make online payment of examination fees. The Bidder shall provide help to candidates through a call centre (providing telephone and email support) ensuring service quality on a 9 x 6 basis. The call centre should be functional from the date of publication of examination notification till the successful completion of the examination.
3. The Bidder should make provision to transfer the amount of examination fee collected on behalf of DOP to the account of DOP through NEFT/RTGS preferably on daily basis or maximum T+1 basis along with supporting data for the transactions. If in case bidder fails to adhere to the guideline then bidder shall be liable to pay a penal interest at the rate of 18% (annual) on the outstanding amount to DOP .
4. The bidder is expected to scrutinize the applications as per DOP requirement /guidelines/ instructions so that admit cards are issued only to eligible candidates. Applications of ineligible candidates will be rejected.
5. The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
6. The Bidder is expected to draw the examination plan and design the examination processes as follows
7. Complete Security management processes
  - i. Physical Security
  - ii. Information Security
  - iii. Server Security
  - iv. Network Security
8. Candidate handling process
  - i. Mapping of candidate details with Exam Centers
  - ii. Validation and verification of identity
  - iii. Attendance and biometric (photograph and thumb impression) handling
  - iv. Machine/seat allocation and handling of security parameters
  - v. Bulk/individualized SMS
  - vi. Bulk/individualized emails



- vii. Customer care number for responding to queries
9. The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
  10. The Bidder shall provide specifications for Hardware and Software required/used at all stages of the examination.
    - i. Application management and generation of Admit cards
    - ii. Exam Centers
    - iii. Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
  11. The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) / intranet shall be installed by the Bidder, whose cost would be covered under the commercial bid.
  12. The Bidder shall create question papers for the conduct of examination as per the guidelines/instructions provided by DOP.
  13. The Bidder shall provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256-bit AES encryption.
  14. The Bidder shall identify required Exam Centers in each of the cities in Maharashtra and Goa ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 110 systems available per shift.
  15. The Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examinations.
  16. The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power back up.
  17. The Bidder shall carry periodic audit at Exam Centers for
    - i. Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
    - ii. Software - Screen resolution, bandwidth for internet and LAN connectivity, browser.
    - iii. Working condition of UPS and Generator.

18. The Bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination.
19. The Bidder shall host and manage the examination process through intranet-based solution at Exam Centers.
20. The Bidder shall securely transmit; download Question Papers to the examination centers.
21. The Bidder shall ensure checking of original documents and admit card of the candidates at the gate of examination centres. Individual password shall be given to each candidate by the Bidder at the examination center after verification of the documents.
22. The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card.
23. The Bidder shall ensure complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes.
24. The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing at Exam Centers.
25. All pre-examination phase processes shall be carried out by the Bidder in consultation with DOP.
26. The bidder should have sufficient number of SMEs (Subject Matter Expert) for content creation and preparation of question papers.
27. The bidder shall create and manage examination question paper (for 100 questions) with various difficulty levels securely. Complete security of the content created shall be with the bidder.
28. Bidder shall ensure that the same type of difficulty level is maintained in the same type of the question papers across the batches. Bidder needs to demonstrate the method for achieving the parity of difficulty level in question papers across batches. The requisite past experience may also be shared with DOP.
29. The level of question paper should be of Class X/Matriculation.

30. The language of the question paper will be English and Hindi while those of qualifying paper shall be regional language of Maharashtra & Goa.
31. The questions will be of MCQ type with four options and one correct answer.
32. Questions are required to be developed for 3 parts:
- a. Part A – 25 marks – 25 questions on General Knowledge, Reasoning and Analytical Ability – Multiple Choice Questions.
  - b. Part B – 25 marks – 25 questions on Mathematics - Multiple Choice Questions.
  - c. (Two Segments)  
Part C (i) 25 marks – English Language – Objective Type / Multiple Choice Questions.  
Part C (ii)  
25 marks – Regional Language - Objective Type / Multiple Choice Questions.
  - d. Examination will be conducted for 120 Minutes covering four parts in a shift.
  - e. Each part will be for 25 marks and duration of all the parts will be 120 minutes.
  - f. Qualifying Marks:-
    - i. Parts A and B – Minimum 10 marks for OC, 08 marks for SC/ST and 9 marks for OBC candidates in each part.
    - ii. Part C (Two segments) – Minimum 10 marks for OC, 8 marks for SC/ST and 9 marks for OBC candidates in each segment.
    - iii. 40 marks for OC, 33 marks for SC/ST and 37 marks for OBC candidates in aggregate.
    - iv. Selection is based on merit from among the qualified candidates.
    - v. Total likely number of vacancies will be intimated by O/o Chief Postmaster General, Maharashtra Circle, Maharashtra.

- Suitable instructions for answering questions during online test should be provided at the start of the examination.
33. Bidder shall ensure the readiness of the examination centre in all respects two days prior to the commencement of the examination. Any contingency plan w.r.t any change arising out of any issue shall be dealt by Bidder. However, the changes need to be informed to DOP and to be finalized in consultation with DOP.
  34. The bidder should make provision for Aadhar authentication for the candidate while submitting application which can be verified at the time of examination.

### **3.2. Examination Phase**

1. The Bidder shall provide adequately trained manpower as per the ratio mentioned below:
2. Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Bidder;
  - i. Exam Centre Administrator – 1
  - ii. IT Manager -1 per 250 nodes (minimum 1 per center)
  - iii. Invigilators - 1 per 20 nodes with a minimum of 2 in a room
  - iv. Support Staff - Minimum 1 per 100 students (needs to be justified with centers and locations)
  - v. Professional Security Guards with minimum 2 separate female guards for female candidates - Minimum 1 per 100 students (needs to be justified with centers).
  - vi. Peons - Minimum 2 per 100 students
3. The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam.
4. The personnel deployed by the bidder should coordinate with the observers appointed by DOP.
5. The Bidder shall ensure suitable drinking water and separate toilet facilities for both Male and Female candidates at each examination center.
6. The center should be easily accessible to Physically Challenged candidates.
7. Bidder shall ensure that candidates are not allowed to carry anything except the admit card to the test centers.

8. The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
9. Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
10. No mobiles, electronic devices etc should be allowed. The bidder should make arrangements for proper frisking of candidates to ensure that no disallowed items are carried by the candidates into the examination hall.
11. Computer based exam software should support standard features such as automatic calculation of test score, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

#### Minimum Candidate System Pre-requisites

Screen Resolution	1024 x 768
Operating System	Windows 7 or Equivalent with appropriate service pack.
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

#### Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 x 768
Operating system	Compatible for candidates' systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any

	<p>perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.</p> <p>Response time for question/page loading must be less than one second.</p> <p>All responses to be acted upon in real time.</p>
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Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Bidder.

12. The Bidder shall complete registration process of the candidates before start of examination (digital photo, bio-metric fingerprint etc.) and after that allow candidates to appear for test at Examination Centers.
13. The Bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers.
14. At the test centre, main server, back-up server and client systems would be provided with functional UPS or generator set. Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination. While exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes for monitoring purposes. Bidder should provide reports to DOP to view the test progress.
15. The Bidder shall ensure that the designed questions are non-repeating from known sources and the answers and questions are enough shuffled within the same batch that there is zero chance of copying.
16. The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
17. The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
18. The Bidder shall provide blank paper sheet/s and pen/pencil etc to the candidates as per the requirement.

19. The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
20. The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder at an office in Mumbai to be specified later by DOP.
21. At the end of the exam, transfer/export of candidates' response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hour from each exam center. Other data and records such as admit cards, attendance sheet, finger print, photograph, seating plan etc. (if any) should be sent to DOP within 3 working days of conclusion of each exam shift.
22. The bidder shall make provision for CCTV coverage of the entire examination process.

### **3.3. Post Examination Phase**

1. The Bidder shall calculate marks obtained by each candidate as per requirement of the DOP.
2. The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
3. The Bidder should be able to hand over the raw responses/data to DOP immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
4. The Bidder shall ensure Generation of Merit list based on the rules/validation shared by DOP.
5. The Bidder shall provide documented inputs and support for handling
  - Candidates queries
  - RTI queries
  - Court Cases / Vigilance cases
6. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to DOP before implementation of the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.

7. The Bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
8. Test Data Archiving: The Bidder shall archive the result and other examination data inter – alia including questions /responses given and correct response for each question for future references after specified time, as per requirement of DOP.
9. MIS generation/ customized reports: The Bidder shall provide adequate information as per the requirement of DOP.

#### **4. Pre-Qualification Criteria**

1. The bidder should be a company/ firm registered at least for a period of 10 years as on 31<sup>st</sup> March 2018. The bidder should have been in the business of conducting online Computer Based Tests/ Examinations for a minimum period of 5 years as on 31<sup>st</sup>March 2018.
2. The bidder's annual turnover during each of the last three financial years i.e. 2014-15; 2015-16; and 2016-17 should be at least Rs 25 Crores from Computer based examination. In case the bidder is engaged in other activities, revenue of which is reflecting in the turnover in the P&L account, a certificate from the statutory auditors of the bidder may be given certifying the turnover from Computer Based examination Rs 25 crores being the minimum pre-qualifying criteria, additional points will be awarded for greater turnover as indicated in the scoring model.
3. The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2017. The bidder should submit certified copies of their Balance Sheet and Profit and Loss Account duly audited for the last three financial years i.e 2014-15, 2015-16 and 2016-17.
4. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
5. The bidder must have successfully executed 5 similar projects(conduct of CBT) on all India basis, out of which at least one project should be Conduct of



Computer based Examination with capability of 30,000 or more candidates in single shift. The documentary evidence in the form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)

6. The proposed 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 Test (CBT).
7. The proposed exam conducting software solution should be CERT-In certified.
8. The bidder should have at least CMMi Level 3 Certification and ISO certification.
9. The bidder should have the experience of providing bilingual question papers to Government Departments/PSU/Banks/Exam Conducting Bodies/Universities.
10. The bidder should have infrastructure for conducting exams in all the major cities of Maharashtra and Goa with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence.
11. The bidder should have all the relevant facilities and logistics to execute the project 'end-to-end' as explained under the scope of work.
12. The bidder should not have been blacklisted by Central/State Governments/PSUs/Universities etc.
13. Any outsourcing/subcontracting of any activity in pursuance of performance of the agreement made by the successful bidder with DOP for conduct of these examinations shall be intimated into full details to DOP. It should be ensured that the firm/organization to which such outsourcing/subcontracting is being entrusted is not blacklisted by DOP on the date on which such outsourcing/subcontracting is done. If such firm/organization to whom such outsourcing/subcontracting has been entrusted is blacklisted at a date later than the date on which such outsourcing/subcontracting was entrusted then such outsourcing/subcontracting should be immediately terminated. Any consequent cost shall be borne by the successful bidder. The total value of the outsourcing/subcontracting entrusted to a supplementary subcontracting shall not be more than 20% of the value of the contract. The successful bidder shall bear the vicarious liability of all the activities of the outsource/subcontracted agency entrusted with any activity under this agreement.

Note:

Consortium or group companies are not allowed. Documents validating each pre-qualification criterion should be submitted as part of the technical bid. Information of group companies/ subsidiaries/ sister concerns cannot be submitted as supporting documents.

## 5. Technical Evaluation Criteria- Scoring Model

Sr. No.	Criteria	Score
1.1	<b>Bidder's Experience in Conducting CBT</b>	<b>15</b>
1.1.1	Experience in conducting CBT/Online Examinations	5
	5 to <8 Years	2
	8 to <10 Years	3
	=>10 Years	5
1.1.2	Number of Projects of CBT/Online Examinations successfully completed	5
	5 to <10 Projects	2
	10 to <15 Projects	3
	=>15 Projects	5
1.1.3	Maximum number of candidates appeared in CBT in single shift completed in India during last 3 years (as on date of bid submission)	5
	30000 to <50000	2
	50000 to <75000	3
	=>75000	5
1.2	<b>Bidder's Financial Capability</b>	<b>15</b>
1.2.1	Average annual turnover from CBT/Online Examination services during last 3 FYs for 2014-15, 2015-16 and 2016-17	15
	25 to <50 crores	5
	50 to <75 crores	10
	=>75 crores	15
1.3	<b>Bidder's Certifications</b>	<b>20</b>
	ISO 27001/20000/9001 and CMMi Level 3 Certification	5
	ISO 27001/20000/9001 and CMMi Level 4 Certification	10
	ISO 27001, ISO 20000, ISO 9001 and CMMi Level 5 Certification	20

1.4	Bidder's Software Security Certification	10
1.4.1	Cert-in Certified Solution	10
1.5	Bidder's infrastructure capability	20
1.5.1	Owned Nodes (available 24x7 with minimum 200 nodes in each center) Capability in Maharashtra and Goa (Proof to be submitted)	10
	<=5,000	5
	5,001 – 10,000	8
	>10,000	10
1.5.2	Primary Data Centre with Secondary DC site to be managed by the bidder/ group of companies for data Security	10
	'Tier III DC infrastructure with Secondary DC outsourced by the bidder/ group of companies	5
	'Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies	8
	'Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies with Cert-in Certified infrastructure	10
1.6	Bidder's experience in creating question bank/question papers	10
1.6.1	Experience in creating bilingual question bank/question papers for Government Departments/PSU/Banks/Exam Conducting Bodies/Universities	10
	2 to <5 Examinations	3
	5 to <10 Examinations	5
	=>10 Examinations	10
1.7	Presentation and Demonstration	10
1.7.1	Bidder's capacity to create question papers as specified in this RFP including the capacity to maintain equity in question papers for different batches. The bidder should have sufficient number of SMEs (Subject Matter Expert) for content creation and preparation of question papers.	5
1.7.2	Demonstration of capacity to conduct CBT and undertake the entire scope of work	5

## **6. Evaluation of Bids**

### **6.1. Technical Evaluation**

1. Detailed technical evaluation shall be carried out along with other conditions in the RFP document to determine the substantial responsiveness of each bid. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and conditions of the RFP without any material deviation.
2. The Technical Evaluation Committee, duly constituted by DOP, may call the responsive bidder(s) who comply with all terms and conditions of the RFP for presentation and demonstration of the proposed software solution and how their technology and the methodology is best suited for DOP . The committee will also award marks based on the presentation made by the bidder and as per item 1.7 of Technical Evaluation Scoring Model.
3. Technical scoring will be done as per the Technical Evaluation Criteria and a bidder has to score a minimum of 70 ( $\Rightarrow 70$ ) to qualify for the Financial Evaluation.

### **6.2. Financial Evaluation**

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

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

### **6.3. Evaluation and Comparison of Bids**

70 % weightage will be awarded for Technical Evaluation and 30 % weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Technical Evaluation Criteria Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

#### **6.4. Final Evaluation Criteria - Quality and Cost based Selection (QCBS)**

1. The  $F_m$  (lowest evaluated Financial Bid) Bidder shall not automatically qualify as the successful Bidder and for award of contract by the Tendering Authority. The CQCCBS (Combined Quality Cum Cost Based Selection) method will be applied to determine the successful Bidder on the basis of combined Technical and Financial Bid scores
2. Accordingly, the solution with the lowest evaluated Financial Bid ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The formula for determining the financial scores is the following:  
 $S_f = 100 \times F_m/F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  is the price of the Bid under consideration.
3. Bidders will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Bid;  $P$  = the weight given to the Financial Bid;  $T + P = 1$ ) indicated below.
4. The combined score ( $S$ ) will be calculated as follows:  $S = (S_t \times T) + (S_f \times P)$ . The Bidder achieving the highest combined technical and financial score will be the successful Bidder.
5. The weightage to be given to the Technical and Financial Bids are:
  - i. Technical  $T = 70\%$
  - ii. Financial  $P = 30\%$
6. The Bidder whose combined score ( $S$ ) is the highest will be referred to as the 'H1'.
7. The H1 bidder would be awarded the contract.

#### **7. Important Instructions**

1. The Bidder should 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 labeling, Testing, OA Certification and Deployment into production.

2. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
3. The Bidder should 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.
4. Testing should not be limited to system features and functionality. The system used to conduct the exams must be tested for Performance, Security, Scalability, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
5. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exams.
6. 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.
7. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional center locations, student's data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across Maharashtra and Goa ) on a 24 x 7 basis.
9. At any time before the submission of bids, DOP may amend the RFP by issuing an addendum. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
10. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by DOP.

## **8. General Information**

1. The RFP documents may be downloaded from the websites [www.indiapost.gov.in](http://www.indiapost.gov.in) and <http://eprocure.gov.in>. Information on any issue of or corrigendum related to this RFP will also be available in these websites. A fee of Rs.1000/- towards this should be credited under UCR in any post office and the scanned copy of the receipt thereof, must be uploaded. The bidder may also deposit the RFP fee through demand draft drawn in favour of 'Director Mumbai GPO' and upload the scanned copy with the bid. However, the Demand Draft should reach the ADPS Rectt before the date of opening of RFP in a sealed and superscribed envelop 'DD for RFP notification number and bidders name. However, as per GFR 2017 provisions, in order to promote wider participation and ease of bidding , no cost of RFP document needs to be furnished for the RFP documents downloaded by the bidders.
2. The Earnest Money Bank Guarantee of Rs 50 Lakhs valid for a period of one year from the last date of submission of the bid should reach the ADPS(Rectt) before the date of opening of RFP in a sealed and superscribed envelop ' EMBG for RFP notification number and bidders name'.
3. In case the bidder desires exemption from furnishing the EMBG they should submit the DGS&D or NSIC or the concerned Ministry or Department's valid registration certificate for such exemption and enclose this in the technical bid and upload the same. The bidders should satisfy themselves on their eligibility for exemption. Bids not eligible for exemption from submitting bid security submitting bids without Bid Security (Earnest Money Bank Guarantee) will be summarily rejected.
4. No request for transfer of any previous deposit of Bid Security or payment of any pending bills, if any, held by the Department of Posts in respect of any previous contract will be entertained.
5. Bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid amount of Bid Security money will be forfeited to the Government.
6. No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security

deposit. EMBG of unsuccessful bidders will be discharged to them after expiry of final bid validity and latest on or before 45 days after the award of the contract without interest.

7. Bidders have to submit their RFPs only online in Central Public Procurement Portal (<http://eprocure.gov.in>). Offline bids will not be entertained for the RFP published in e-procurement platform.
8. The bid shall be valid for a period of six months from the last date of submission of bids, which may be extended, if such exigency arise on written request from the DOP.
9. The successful bidder shall be required to submit performance security in form of bank guarantee valid for a year from the date of award of work, equal to ten percent (10%) of the estimated cost within 15 days from the date of the award of the work. In case of extension of contract period due to any reason the performance bank guarantee will also have to be extended accordingly. The EMBG of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMBG of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMBG stands forfeited in case the bidder withdraws or amends his bid after submission of RFP document.
10. Preparation and uploading of RFP:
  - a) Preparation of Bids:
    - i. Bidder should take into account any corrigendum published on the RFP document before uploading their bids.
    - ii. Bidder in advance should get ready the bid documents to be uploaded as indicated in the RFP document/schedule and generally, they can be in PDF/XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
  - b) Submission of Bids:

Last date and time of uploading of Tender will be 10/09/2018 up to 1500 Hrs

    - i. The bidder has to digitally sign and upload the required bid documents owning responsibility for their correctness/authenticity one by one as indicated in the tender document in Central Public Procurement Portal (<http://eprocure.gov.in>).
    - ii. Bidder has to select the payment option as “offline” to pay the tender fee/EMBG as applicable and should enter the details of the instrument.



- iii. The bidder shall authenticate the bid with his/her digital signature certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital Certificate of the bidder will not be accepted on the e-procurement platform.
  - iv. A standard BOQ format has been provided with the RFP document to be filled by the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other form is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and the other details (such as name of the bidder). No other cells should be changed. Once the details are 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.
  - v. The server time (which is displayed on the bidder's dash board) will be considered as the standard time for referencing the dead line for submission of the bids by the bidders, opening of bids, etc. The bidder should follow this time during the bid submission.
  - vi. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with bid number and the date and time of the submission of the bid with all other relevant details.
  - vii. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as entry pass for any bid opening meetings.
11. The technical bid should contain all the relevant information in the prescribed format. The financial bid should contain only commercials in the BOQ format. In case, any bidder discloses any contents of the financial bid within the technical bid, the same shall be rejected summarily.
12. All information called for in the forms should be furnished against the respective columns in the forms. If information is furnished in a separate

document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the RFP 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.

13. Reference, information and certificated from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. DOP may also independently seek information regarding the performance from the clients.
14. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after bid document is submitted, unless DOP calls for it.
15. Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
16. Prospective bidders may seek clarification regarding the project and or the requirements for prequalification, in writing through mail within a reasonable time.
17. All disputes arising shall be subject to the jurisdiction of appropriate court of Mumbai alone and shall be governed by the law of India. DOP reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of DOP shall be final. The contract shall remain valid and may be extended till successful completion of the work leading to declaration of results, and any matters arising related to the examination process thereof.
18. The payment shall be in Indian Rupees and shall be paid only after successful completion of work. Payment will be made for total number of admit cards issued. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

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

- a. Even though bidders may satisfy the above requirements, they may be disqualified, 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.
- b. If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- c. If confidential inquiry reveals facts contrary to the information provided by the bidder.
- d. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

20. In such cases, DOP has the right to cancel or modify the RFP.

21. The technical bid shall consist of –

- a. Technical Bid Form as per Annexure I
- b. The financial information as per Annexure II
- c. The details of experience of similar works as per Annexure III
- d. Technical and Administrative manpower available for this work as per Annexure IV
- e. Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired under scope of work.
- f. All documents to validate Pre-Qualification Criteria and facilitate technical evaluation.
- g. EMBG and tender fees.
- h. Integrity Pact

## **9. Appointment of Successful Bidder**

### **9.1. Award Criteria**

DOP 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.

### **9.2. Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

DOP 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 DOP action.

### **9.3. Notification of Award**

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

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, DOP will notify each unsuccessful bidder and return their EMBG. The EMBG of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

### **9.4. Performance Guarantee**

DOP will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for a value equivalent to 10% of the total cost. The Performance Guarantee should be valid for a period of 1 year. The Performance Guarantee shall be kept valid till completion of the project. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In

case the selected bidder fails to submit performance guarantee within the time stipulated, DOP at its discretion may cancel the order placed on the selected bidder without giving any notice. DOP shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or DOP incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

#### **9.5. Signing of Contract**

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

#### **9.6. Penalty**

The bidder shall re-conduct the entire examinations process at no additional cost to DOP if Deficiency in Services (failure to conduct and complete the examinations on the scheduled date due to any technical issues such as network issues, server issues, power issues) are for reasons solely and entirely attributable to the bidder that has been proved.

#### **9.7. Time Frame**

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

#### **9.8. Information security and data privacy**

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

#### **9.9. Payment Schedules**

Payment will be made for total number of admit cards issued. The payment to the BIDDER 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.

#### **9.10. Fraudulent and Corrupt Practices**

- i. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, DOP shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, DOP shall, without prejudice to its any other rights or remedies, blacklist, forfeit appropriately the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- ii. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- iii. \_ “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of DOP who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of DOP , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the

Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of DOP in relation to any matter concerning the Project;

- iv. \_ “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- v. \_ “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- vi. \_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by DOP with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- vii. \_ “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

#### **9.11. Force Majeure**

- i. Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or DOP as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
  - a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
  - b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.
- ii. The bidder or DOP shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

### **9.12. Proprietary Rights**

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

### **9.13. Limitation of Liability**

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract,



tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by DOP for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of DOP to perform any of DOP's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge DOP for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

**ANNEXURE – I**  
**TECHNICAL BID FORMAT**

Bid should contain the following information and details so as to enable DOP to assess the technical capability and infrastructure/resources of the Bidder to conduct CBT/Online Examinations. All documents supporting the Pre-Qualification criteria should form part of the Technical Bid.

**Part I**

1. Name and address of Bidder:
2. Telephone No. / Fax No./Email address:
3. Legal status (Upload copies of original document defining the legal status).
  - a) An Individual :
  - b) A Proprietary/Partnership bidder :
  - c) A Trust :
  - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (upload copy)
  1. Registration Number :
  2. Organization/Place of registration :
  3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. 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 reasons for not completing the work.

7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.
8. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.

## Part II

Sl.No.	Technical Requirement*	Agreed/Yes	Not Agreed/No
1	Indicate acceptance of entire scope of work		
2	Indicate acceptance of all terms and conditions of The RFP		
3	Are you a company/ firm registered at least for a period of 10 years as on 31 <sup>st</sup> March 2018 Upload documentary proof		
4	Have you been in the business of conducting online Computer Based Tests/ Examinations for a minimum period of 5 years as on 31 <sup>st</sup> March 2018? Upload documentary proof		
5	Does the company have annual turnover of Rs 25 crores from computer based examination in India during the last three financial years 2014-15, 2015-16 and 2016-17?		
6	Are you registered with appropriate tax authorities viz. Income Tax, GST etc.?		
7	Have you successfully executed 5 projects (conduct of CBT) on all India basis, out of which at least one project is Conduct of		

	Computer based Examination with capability of 30,000 or more candidates in single shift?		
8	Is the proposed examination conducting solution/application CERT-In certified?		
9	Does the company have ISO/CMMi Certifications?		
10	Does the company have the experience of providing bilingual question papers to Government Departments/PSU/Banks/Exam Conducting Bodies/Universities?		
11	Does the company have infrastructure in all the major cities of Maharashtra and Goa with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence?		

\*All documents validating technical/financial capability of the bidder and pre-qualification criteria should be part of technical bid and scanned copies are to be uploaded with digital signatures

(Signature of Bidder)

## ANNEXURE- II

### FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S.No.	Details	(1) 2016-17	(4) 2015-16	(5) 2014-15
i)	Annual turnover from CBT			
ii)	Profit/Loss			

Note: Attach additional sheets, if necessary.

(Signature of Bidder)

**ANNEXURE- III**  
**DETAILS OF WORKS EXECUTED**

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in single shift	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 of Bidder)

**ANNEXURE - IV**

**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE  
EMPLOYED FOR THE WORK**

Sr No	Designation	Total number of employees in that category	Number available for this work	Name	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	9

(Signature of Bidder)

**ANNEXURE V  
FINANCIAL BID**

(In Indian Rupees)

<b>Sr. No.</b>	<b>Particulars</b>	<b>Basic price Per Candidate (in figure)</b>	<b>Basic price Per Candidate (In words)</b>	<b>Duties and Taxes (Specify)</b>	<b>Duties and Taxes Rate %</b>	<b>Duties and Taxes Amount per candidate</b>	<b>Total rate per candidate inclusive of taxes and duties</b>
1	2	3	4	5	6	7	8 = 3+7
1.	Conduct of end to end computer-based examination						

Total rate per candidate inclusive of taxes and duties will be taken in to consideration. Rate quoted shall be firm and final.

Date

(Signature of Bidder)



**ANNEXURE – VI**

**FORMAT OF PRE CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month ..... of 2018, between on one hand, the President of India acting through Shri. ...., ADPS (Mails) O/o Chief Postmaster General MH Circle Mumbai 400 001, Department of Posts, Government of India (hereinafter called the "BUYER", which expression shall mean & include unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....  
..... represented by Shri .....  
..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to conduct online Postman-Mail Guard and MTS examinations and the bidder/seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

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

## **1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for any advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
  - 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 All the officials of the BUYER will report to the appropriate Govt. office any attempted or breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER will full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **3. Commitments of BIDDERS**

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered promised to give, directly or indirectly any bribe, gift, consideration reward favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the

BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original player in conduct of online examinations and had not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employees of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer the BUYER has financial interest/stake in the BIDDER's firm; the same shall be disclosed by the BIDDER at the time of filing of bid. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the bid process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the bid or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money ( Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall furnish Earnest Money Bank Guarantee as specified in the RFP with the BUYER through any of the following instruments:
- i. Credit the amount in any post office and submission of UCR receipt issued by post office.
  - ii. Bank Draft or a Pay Order in favour of “Director Mumbai GPO.”
  - iii. A confirmed guarantee by an Indian Nationalized Scheduled Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
  - iv. Any other mode or through any other instrument (as specified in the RFP).
- 5.2 The Earnest Money Bank Guarantee shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete

satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **6. Sanction for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
  - (ii) The Earnest Money Bank Guarantee (in pre-contract stage) and/or Security Deposit/Performance Bank Guarantee (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes

of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

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

## **8. Independent Monitors**

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission as Ms. Chitra Chopra, Ex-Secretary to Govt. of India, Department of Urban Development and Poverty Alleviation H. No. D-1/44, Vasant Vihar, New Delhi-110057.

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(S) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **9. Facilitation of Investigation**

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

## **10. Law and Place of Jurisdiction**

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





**ANNEXURE VII**  
**FORMAT FOR EARNEST MONEY BANK GUARANTEE**

To

.....  
.....

WHEREAS \_\_\_\_\_( Name of bidder ) (hereinafter called "the bidder " has submitted its proposal for RFP No. \_\_\_\_\_ dated (Date) for the conducting of computer based examinations for Postman-Mail Guard and MTS on end to end basis in accordance with the RFP No. \_\_\_\_\_ dated \_\_\_\_\_ issued in connection with processing of Direct Recruitment Examinations for Postman-Mail Guard and MTS uploaded on e-portal/India Post website with tender ID No.ADR/Rectt/DR/PM-MG-MTS/2015-16 dated 19.07.2018 by Chief Postmaster General Maharashtra Circle, (herein after called "the Tendering Authority").

KNOW ALL MEN by these presents that we, \_\_\_\_\_Scheduled Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at \_\_\_\_\_ amongst others a branch/ office\_at \_\_\_\_\_ (hereinafter called "the Bank" ) are bound unto the Tendering Authority for the sum of Rs 50 Lakhs (Rupees Fifty Lakhs only) for which payment well and truly to be made to the said Tendering Authority, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- (a) If the bidder withdraws or amends their offer of selection before finalization of selection by the Tendering Authority or
- (b) Bidder having being notified of the acceptance of its tender by the Tendering Authority during the period of tender validity fails or refuses to execute the contract/terms of the request made by the Tendering Authority.

We undertake to pay to the Tendering Authority up to the above amount upon receipt of its first written demand without the Tendering Authority having to substantiate its demand, provided that in its demand the Tendering Authority will

note that the amount claimed by it is due to its owing to the occurrence of the above condition.

Notwithstanding anything contained herein,

- 1) Our liability under this Bank guarantee shall not exceed Rs.50 lakhs (Rupees Fifty Lakhs only)
- 2) This bank Guarantee is valid up to one year.
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_( mention period of the Guarantee as found under clause (ii) above plus claim period)

Dated \_\_\_\_\_day of \_\_\_\_\_20\_\_\_\_\_

**SIGNATURE OF THE BANK**

**ANNEXURE VIII**  
**FORMAT FOR**  
**PERFORMANCE BANK**  
**GUARANTEE**

Whereas the Chief Postmaster General, Maharashtra and Goa Circle, Department of Posts (herein after referred to as DOP) floated a Request For Proposal for selection of vendor to conduct a computer based examination on end to end basis for Direct Recruitment of Postman-Mail Guard and MTS vide RFP No. \_\_\_\_\_ dated \_\_\_\_ \_ uploaded on India Post website as well as eportal with tender id no\_ \_\_\_\_ dated \_\_\_\_ \_

2. That M/S \_\_\_\_\_ (herein after referred as the bidder) having successful in the selection process, under the term & conditions of the said RFP as well as the agreement made no \_\_\_\_\_ dated \_\_\_\_ \_ for conducting Computer Based Examination for Direct Recruitment of Postman-Mail Guard and MTS) is liable to furnish a Performance Bank Guarantee for Rs. \_\_\_\_\_ Crores ( Rs only ) for any loss or damage caused to or suffered or would be cause or suffered by the Department of Posts by reason of any breach by the said bidder of any of the terms and conditions in the RFP & the said agreement.

3. We \_\_\_\_\_ the bank (hereinafter referred to as the bank) at the request of \_\_\_\_\_ (name of the bidder) do hereby undertake to pay the Department of Posts and amount not exceeding Rs \_\_\_\_\_ Crores ( Rs \_\_\_\_\_ Crores) against any loss or damage caused to or would be caused to or suffered by DOP by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of DOP in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

4. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded form DOP, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by DOP by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of DOP in these

counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

5. We undertake to pay to DOP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/Supplier/ Vendor(s) shall have no claim against us for making such payment.

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

\_\_\_\_\_ (office/Department)

Ministry of \_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 30 months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

7. We (name of the bank)\_\_\_\_\_ further agree with DOP that DOP shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by DOP against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of DOP or any indulgence by DOP to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the

Contractor(s)/Supplier/  
Vendor(s).

9. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of DOP in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_

for \_\_\_\_

(Indicate the name of bank)

## ANNEXURE IX

### AGREEMENT

The successful bidder shall have to execute the following agreement;

This agreement made on this \_\_\_\_\_ day between  
of \_\_\_(month\_\_\_\_\_(Year\_\_\_\_\_ M/s\_\_\_\_\_

---

\_\_\_\_\_herein  
after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the President of India here in after referred to as the Government, of other part.

Whereas the contractor has offered to enter into contract with the said Government for the execution of work of Providing Computer Based Examination with various related activities for the Chief Postmaster General, Maharashtra Circle, Mumbai – 400 001 on the terms and conditions vide RFP No..... dated..... and the rates approved by the Government have been duly accepted and where as the necessary security deposits have been/will be furnished in accordance with the provisions of the RFP No \_\_\_\_\_ dated \_\_\_\_\_ and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows:

1) That the bidder shall execute the Computer based examination following all instructions, terms and conditions contained in the RFP No ..... Dated .....

2) That the bidder shall receive and follow the following instructions and guidelines which shall be made available by the DOP for execution of the contract:

- i. Syllabus and Guidelines for preparation of question papers
- ii. Business Rules for conduct of examination and merit list generation

### 3) Charges and Taxes:

DOP shall pay to the Bidder a composite rate of Rs. \_\_\_\_\_ (in words) inclusive of all taxes and duties per admit card issued to the candidate. All Taxes/Duties/Levies/Charges which are to be paid for rendering of the service shall be paid to the respective government authorities by the bidder.

### 4) Payment Schedule:

Bidder will not be paid any advance before rendering services. Final payment to the Bidder will be paid after completing entire process of examination, declaration of result and preparation of merit list satisfactorily.

### 5) Penalty/Damages:

In the event of Bidder's failure to render the services in time as specified in the contract; the Department may at its discretion, withhold any payment until the completion of the contract. The Department may also deduct from the Bidder as agreed, liquidate damages to the tune of 0.5% of the contract price of the rendered services mentioned above for every week of delay or part of week, subject to the maximum value of the liquidated damages being not higher than 10% of the total value of the examination.

6) In the event of the work not being completed as per the quality and time schedule, the Performance Bank Guarantee is liable to be forfeited to the Department of Posts.

7) Department of Posts shall recover from the Bidder the amount of any loss arising out from termination of Agreement owing to the un-ethical practices adopted by the Bidder.

### 8) Termination of Agreement:

8.1 The Department of Posts shall have the right to terminate this Agreement in part or in full in any of the following cases:

- i. When Bidder fails to honour any part of the Agreement.
- ii. The rendering of the services is delayed by Bidder for causes not attributable to Force Mejeure after the scheduled date of delivery.
- iii. When Bidder is found to have made any false or fraudulent declaration or statement to get the contract or is found to be indulging in unethical or unfair practices.
- iv. The Bidder is declared bankrupt or becomes insolvent.

- v. The rendering of the services is delayed due to causes of force Majeure by more than prescribed period provided in Force Majeure Clause in this Agreement.
- vi. Any breach of the aforesaid undertaking by the Bidder or any one employed by it or acting on its behalf (Whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption.
- vii. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the Department of Posts or to any other person in a position to influence any officer/employee of the Department of Posts for showing any favour in relation to this or any other contract. In this case, apart from termination of Agreement, such circumstances shall also render the Bidder to such liability/penalty as the Department may deem proper, including imposition of penal damages, forfeiture of the Performance Bank Guarantee Blacklisting to the Bidder and refund of the amounts paid by the Department in addition to the quantum given in Penalty/Damages Clause.

## 8.2 Other reason for termination of Agreement:

- (i) When both parties mutually agree to terminate the Agreement.
- (ii) Any special circumstances, which must be recorded to justify the cancellation or termination of the Agreement.
- (iii) As per decision of the Arbitrator.
- (iv) In the event of impossibility of complete or partial performance of an obligation lasts for more than 3(three) months due to the conditions arising out of Force Majeure, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to other party of the intention to terminate without any liability other than reimbursement on the terms provided in the Agreement for the services received.

## 9. Non-disclosure & Secrecy/Security:

9.1 Bidder (Which statement shall include the persons engaged or employed by Bidder) shall treat as confidential all the terms and conditions of the Agreement, specification, plan, design, pattern, sample or information records, information, data etc. generated out of the examination of the Department of Posts conducted by Bidder which comes to its (Bidder) knowledge in the course of performance of its duties pursuant to this Agreement and thus, Bidder shall not disclose or divulge the same to any third party otherwise than for the specific purpose authorized by the Department of Posts in writing or as may be required by Indian Law.



9.2 The Bidder will be responsible for safe handling and security of examination data or any information supplied to Bidder by Department of Posts for performance of this Agreement. Bidder will not retain any copy of the data either in its system or any other form, after all the items of work for a particular examination are completed and the final data is handed over to Department of Posts along with clipped images.

10. Transfer of relevant record/data of each Examination to Department of Posts:

10.1 After completion of all the activities of each examination, data thereof shall be transferred to Department of Posts in the media (hard/soft copy) as desired by Department of Posts.

10.2 Before the end of the contract, all the relevant inputs relating to all the examinations of the Department of Posts handled by BIDDER will be transferred to Department of Posts by the Bidder to Department of Posts in hard/soft form.

10.3 The RFP, Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.

10.4 The contractor hereby declares that nobody connected with or in the employment of the DOP is not/shall not ever be admitted as partner in the contract.

10.5 The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and seals the day and year in \_\_\_\_\_

Above written :

Signed sealed & Delivered by the above named Contractor

In the presence of

Witness :

1.

2.

Witness :

1.

2.

Signed & Delivered on behalf of the  
President of India by the

