



**NOTICE INVITING GeM BID FOR ONLINE Entrance EXAMINATION**

**Introduction about the Project / Services**

Atal Bihari Vajpayee Medical University, Lucknow (hereinafter referred to as 'University') has been incorporated as an affiliating Body for Colleges, imparting medical education in Uttar Pradesh. The University intends to organise a common Entrance Test for admission in various courses and to organise Competitive Test for Appointment on different Posts, for this it needs to hire an IT agency/company through **e-tender on GEM Portal**, to conduct online examinations for the same.

  
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**Atal Bihari Vajpayee Medical University**  
Gomti Nagar, Lucknow-226010

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Instructions to Bidders

1. Bids have to be submitted only online at **GeM portal in two bid systems i.e. (i) technical bid and (ii) financial bid** in the prescribed preformat. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. Tender sent by any other mode will not be accepted. The list of documents to be submitted along with technical bid and financial bid are detailed in the Tender Document.
2. The University reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Vice-Chancellor of the University in this regard shall be final and binding on all.
3. The bid is non-transferable.
4. The bidder submitting their bid would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the bid.
5. Only proprietor will sign the bid document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the bid documents and attested copy of authorization of such partner shall be uploaded with bid. In case of a Company the bid documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the board of directors/ or authorized by a person having authority of the company to delegate and authorize any officer of the company thereof to sign for and on behalf of the company and duly attested copy of the Resolution or authorization shall be uploaded with bid." The cancellation of any document such as power of attorney, partnership deed, etc. shall immediately be communicated by the Bidder (s) to the University in writing, failing which the University shall have no responsibility or liability of any action, taken on the strength of the said documents.
6. Only Proprietor will sign the Agreement in case of Award of work to a Proprietary Firm, however in cases of Partnership Firm/Company only legally authorized person will sign the Agreement.
7. The schedule of rate(s)/fee must be carefully and properly filled in. All rates/fee should be mentioned in words as well as in figures. Please note Corrections and alterations in the Financial Bid shall not be allowed.


  
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8. Subletting of contract, wholly or partially, in any form is strictly prohibited, and would entail termination of contract with forfeiture of security deposit and imposition of penalty and such other action as may be deemed essential in the sole discretion of the Director.
9. All the pages of the bid documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the bidder and mention the total number of pages on the **Technical bid format Part-A**.
10. Only the sought for information and details are required to be provided with the tender document. If the bidder desires to provide additional information the same may be uploaded online separately on A-4 size white paper with proper indexing.
11. Only those bidders who successfully qualify in the Technical Bid will be eligible for opening of Financial Bid.
12. The employees of Atal Bihari Medical University (University) or their Family members shall not be eligible to participate in the bid process. For the purposes of this clause family members mean only dependent Parents, Sons, Daughters, brothers, Sisters and Spouse.
13. All letters posted to the successful bidder on the address given in bid will be considered to have been delivered. Accordingly, prospective bidders are advised to write their full & correct postal address.
14. The bidders are advised to visit the University before quoting the rates.
15. In the event of withdrawal by a bidder before the expiry of validity of offer, University shall have right to forfeit the Earnest Money Deposit (EMD) of the bidder.
16. The University reserves the right to seek clarifications on any documents or any information provided by the bidder at the stage of technical evaluation; however no additional certificate shall be entertained. The clarification shall be provided by the bidder at that stage in the affidavit format.
17. The University reserves its right to reject any or all bids received at any point of time, without assigning any reason in lieu thereof.

  
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## Instructions for Technical & Financial Bid

### 1. Instructions for Technical Bid

The bidder shall upload the valid documents, certificates and affidavits as listed below with the Technical Bid and shall specify the page no., failing which bid will be summarily rejected:-

- (a) Bidder must upload scanned copy of EMD deposit.
- (b) Bidder must upload Certificate of Turnover for the desired period and amount in the related field/business, as stated in the 'eligibility of bidder', issued by Chartered Accountant in the annexed format at **Annexure no. I of Technical Bid**.
- (c) Bidder must upload the self-attested scanned copy of PAN.
- (d) An affidavit duly sworn before a Notary that the firm or proprietary concerned or company have never been blacklisted (**Annexure -II of Technical Bid**).
- (e) An affidavit duly sworn before a Notary that neither bidder nor the firm/ Partners/ proprietor/Director of the company has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude , in which a charge sheet is issued, is pending against any of them. (**Annexure - III of Technical Bid**)
- (f) Self-Declaration to the effect that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any Government University/Hospital (State/Central) in India. (**Annexure-IV of Technical Bid**)
- (g) An affidavit to the effect that bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender. (**Annexure-V of Technical Bid**)
- (h) Self-attested scanned copy of EPF & ESI Registration certificate along with the code number.
- (i) Self-Attested scanned copy of GST registration Certificate along with number.
- (j) 'Copy of resolutions for authorization of signatory or authorization letter to sign the bid along with name and designation.'
- (k) Bidder must upload the Acceptance in the given format of this tender document.
- (l) All the above required affidavits/declaration must be sworn/ made on or after the date of uploading of tender document.

  
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**2. Instructions for Financial Bid**

The bidder shall complete the financial bid as per the points given below and shall upload all the below mentioned documents/certificates with financial bid, failing which bid shall summarily be rejected:-

- (a) The bidder must quote in figures as well as in words the amount offered and in the event of any discrepancy, the amount quoted in word would be taken to be the offered amount.
- (b) The bidder must ensure that the rates are written in such a way that no blank space is there.
- (c) The bidder must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. GST will not be considered for deciding L-1.
- (d) Rates and tender will be finalized on the basis of criteria as laid down in Financial Bid.

**3. BID SHALL BE REJECTED IF:-**

- (a) Bidder fails to upload the scanned copy of EMD.
- (b) Bidder fails to upload the documents, certificates and affidavits, as listed in the point no.01 & 02.
- (c) Authenticity of any of the supporting document is found to be fabricated.
- (d) Bid sent through courier/postal service or deposited by hand.
- (e) Bidders try to influence any official of the University, in any manner whatsoever.
- (f) Bid is found to be incomplete in any respect.
- (g) Bid is found to be conditional.
- (h) Any affidavit/declaration/certification is found to be false or untrue or incorrect or forged or deceitful at any point of time.

  
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**Check List:**

Sl. No.	Document to be submitted	Yes/No
1.	Scanned copy of EMD	
2.	Experience and satisfactory work experience certificate	
3.	CA certificate in the format given at Annexure- I of technical bid	
4.	Self-attested copy of PAN	
5.	Affidavit in the format given at Annexure-II of technical bid	
6.	Affidavit in the format given at Annexure-III of technical bid	
7.	Self-Declaration in the format given at Annexure-IV of technical bid	
8.	Affidavit in the format given at Annexure-V of technical bid	
9.	EPF Registration certificate	
10.	ESI Registration certificate	
11.	GST registration Certificate	
12.	Copy of resolutions	
13.	Acceptance in the given format	

  
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## Prequalification Criteria

### 1. The bidders must have:-

- 1.1 Handled at least 3 online examination activities against 3 different advertisements.
- 1.2 Designed GOI compliant CERT-IN certified IT security portal for applications software.
- 1.3 Developed the proposed software in-house and the service provider must own the complete source code of the software being used for Issuing Admit Card Generation and Result Processing. They must have the copyright of the source code and all its components.
- 1.4 Provided data Centre service for data hosting. The data centre must be Tier III and Cert-In certified for Information security.
- 1.5 Annual turnover of Rs150.00Lacs per annum exclusively in "Registration conducting and processing of online examination" for three financial year i.e. 2018-19, 2019-20 & 2020-21.( Rs150.00Lacs i.e. 50 % of annual contract value which is Rs.300.00Lacs, calculated as per GeM norms.)

**Note: Experience and satisfactory work experience certificate issued by head of the institution/authorized person must be annexed with bid.**

### **2. The bidder shall upload the valid documents, certificates and affidavits as listed below with the Technical Bid and shall specify the page no., failing which bid will be summarily rejected:-**

2.1 Bidder must upload scanned copy of EMD deposit.

**2.2 Bidder must upload Certificate of Turnover for the desired period and amount in the related field/business, as stated in the 'eligibility of bidder', issued by Chartered Accountant in the annexed format at Annexure no. I of Technical Bid.**

2.3 Bidder must upload the self-attested scanned copy of PAN.

2.4 An affidavit duly sworn before a Notary that the firm or proprietary concerned or company have never been blacklisted (**Annexure -II of Technical Bid**).

2.5 An affidavit duly sworn before a Notary that neither bidder nor the firm/ Partners/ proprietor/Director of the company has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude , in which a charge sheet is issued, is pending against any of them. (**Annexure - III of Technical Bid**)

2.6 Self-Declaration to the effect that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any

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Government University/Hospital (State/Central) in India. **(Annexure-IV of Technical Bid)**

**2.7** An affidavit to the effect that bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender. **(Annexure-V of Technical Bid)**

**2.8** Self-attested scanned copy of EPF&ESI Registration certificate along with the code number.

**2.9** Self-Attested scanned copy of GST registration Certificate along with number.

**2.10** Copy of resolutions for authorization of signatory or authorization letter to sign the bid along with name and designation.'

**2.11** Bidder must upload the Acceptance in the given format of this tender document.

**2.12** All the above required affidavits/declaration must be sworn/ made on or after the date of uploading of tender document.

**3. BID SHALL BE REJECTED IF:-**

3.1 Bidder fails to upload the scanned copy of EMD or certificate for Exemption to Bidders falling in MSME category.

3.2 Bidder fails to upload the documents, certificates and affidavits, as listed in the point no.01 & 02.

3.3 Authenticity of any of the supporting document is found to be fabricated.

3.4 Bid sent through courier/postal service or deposited by hand.

3.5 Bidders try to influence any official of the University, in any manner whatsoever.

3.6 Bid is found to be incomplete in any respect.

3.7 Bid is found to be conditional.

3.8 Any affidavit/declaration/certification is found to be false or untrue or incorrect or forged or deceitful at any point of time.



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**Technical -Bid**

**Compliance Matrix**

Sl. No	Particulars	Details	Page No/ Ref Annexure No
1.	Acceptance in the format given in tender document of the entire scope of work.		
2	GST registration No. (Please enclose copy of GST registration certificate)		
3	PAN/GIR No. (Please enclose copy)		
4	CA certificate in the format attached as Annexure No. 1 of Pre-qualification criteria		
5	An affidavit duly sworn before Notary that the firm or proprietary concern/company has never been blacklisted.[Annexure-II of pre-qualification criteria]		
6	An affidavit duly sworn before Notary that neither bidder nor the firm/Partners/proprietor/Director of the company has never been convicted or punished by any Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against any of them. [Annexure-III of pre-qualification criteria]		

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7	Self-Declaration to the effect that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any Government University/Hospital (State/Central) in India. [Annexure-IV of pre-qualification criteria]		
8	An affidavit to the effect that bidder does not have any relation with the person authorized to evaluate technically or involved in finalizing the tender [Annexure- V of pre-qualification criteria]		
9	Details of Earnest Money Deposit (EMD) of Rs.9.00Lacs.  The EMD may be paid through RTGS/Bank Draft/Bank Guaranty. The detail for RTGS is as under: Account no. :..... Name of Account: ..... Name of Bank & Branch: ....., IFSC Code : .....		

  
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**Part-II**

Sl. No	Particulars	Details	Page No/ Ref Annexure No
1	The service provider must have handled at least 3 online examination activities against 3 different advertisements.		
2.	Must have designed GOI compliant CERT-IN certified IT security portal for applications software.		
3.	The proposed software must be in-house developed by the agency and the service provider must own the complete source code of the software being used for Issuing admit card generation and result processing. They must have the copyright of the source code and all its components		
4.	The service provider must provide data center service for data hosting. The data center must be Tier III and Cert-In certified for Information security.		

  
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**SCOPE OF WORK FOR PRESENT AND FUTURE ACTIVITIES**

1. Scope of work is related to Conduct and Processing of Online Registration and Examinations, which contains as under:-
  - (a) There shall be all online exams related activities.
  - (b) Recruitment of different posts/All online Exams.
  - (c) Counselling activities after online exams.
  - (d) The examination shall be conducted in the following manner:
    - (i) M.C.Q. (Multiple Choice Questions)
    - (ii) Online Evaluation of subjective answer sheets (optional -on need basis).
  - (e) There may be multiple Centres in Multiple Cities for online Exam.
  - (f) Scope of work can be all or either of these clauses above.
2. The successful Bidder /Agency shall ensure the following:-

**Deliverables**

The deliverable of the project is the successful Conduct and processing of various examinations of the University in online mode (Computer Based Test).

The execution of work will be further clarified by the SOP drawn between the examination section of the University and the Service Provider.

The agency will be responsible for setup and maintenance of command centre at Examination Section of the University with adequate and technically qualified manpower to successfully execute and monitor the following 03 (three) phases/categories of deliverables as given below:

- PRE- EXAMINATION WORK**
- CONDUCT OF ONLINE EXAMINATION**
- POST- EXAMINATION WORK**

**PHASE/CATEGORY PRE EXAMINATION WORK**

- (a) Designing the online Examination plan and Examination process under consultation with Examination Section for:
  - Selection of online Examination Centres /Venues.
  - Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc.)
  - Candidate handling & identification process at Examination Centre.
  - Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used at Examination Centers.

  
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- Other related processes involved for conducting University online exams as required by the Examination Section.
- (b) To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- (c) To provide specifications for Hardware and Software required at all stages for online exams at online Examination Centers and for Devices and systems to be used for authentication and audit trail mechanisms required for online exams.
- (d) To provide consultancy, training and manpower support to handle the entire online exams project at the Examination Section. The required Hardware, Software, networking shall be installed by the agency at Examination Section of the University, Lucknow.
- (e) To provide and setup secured software for Authoring and Complete Examination Management Process at Examination Section of the University, Lucknow.
- (f) To provide training/ manpower for generation of encrypted confidential data that will be used for test delivery across various centers.
- (g) To provide Online Examination (CBT) delivery software as per customization of the University.
- (h) To identify required secure Test Centers in various cities as per requirement of Examination Section, of the University after receiving intimation regarding city locations and approximate number of candidates and provide details in writing along with details of the facilities offered at each of center.
- (i) The location of examination centers/venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centers must be accessible by differently abled candidates.
- (j) While providing computers and relevant software with necessary security systems, the agency shall keep in view the requirements of differently abled candidates.
- (k) Each exam center should be of minimum capacity of 160+10% buffer i.e.16 per 160 systems as buffer and total 176 systems for each online examination slot/session (in very exceptional circumstances it may vary).
- (l) At each examination center there should be sufficient no. of **additional switches** that can be used at the time of emergency.
- (m) To ensure that Test Centre has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of online exams.
- (n) To ensure 3 tiers Electric power supply availability and power backup





- through Uninterrupted Power Supply (UPS) and Generator for at least 4 hours at each Test Centre.
- (o) Minimum one center at each city should be OPH friendly.
  - (p) To ensure that sufficient Air conditioning ambience should be available in the examination lab.
  - (q) To carry out periodic audit at Test Centers for:-
    1. Hardware - Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
    2. Software - Operating System, Screen resolution, band width for internet and LAN connectivity, Browser compatibility.
    3. Working conditions of UPS and Generator.
    4. Adequate Air-conditioning in labs.
  - (r) To ensure drinking water for candidates (500 ml ISI marked packed water bottle to each candidate during examination.
  - (s) Separate toilet facilities for both Boys and Girls, at each floor of examination center.
  - (t) To ensure availability of proper security, frisking at the examination centers. Separate frisking facilities for Female candidates. Only Female staff will frisk the female candidates, however, female frisking process should be conducted in three side covered enclosure.
  - (u) "Hand Pat Frisking with HHMD (hand held metal detector) would be suffice for frisking however general precautions regarding COVID-19 infection need to be followed."
  - (v) To provide facility of mock test for candidates through website and any support required in this regard is to be provided through call center. Help desk with email and landline no. would be sufficed.
  - (w) To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall log in through dummy roll numbers and report shall be submitted to the Examination Section.
  - (x) To provide Hardware and Software required to setup University Command Centre for Monitoring, Administration and Control of all activities at all stages during Online Exam.
  - (y) The agency shall ensure CCTV in each room of exam center, which shall be accessible to control room of the University. However, successful agency shall ensure (i) visibility of all the cameras/rooms in control room/rooms,

  
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- (ii) unedited CCTV footage shall be provided by the successful agency to the University.
- (z) To ensure biometric capture of candidate before starting of the examination and after each bio-break taken during examination however general precautions regarding COVID-19 infection need to be followed.
- (aa) The various blocks of Exam center to be used for online examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries.
- (bb) The backup server should be properly configured to ensure the redundancy in case the primary server fails.
- (cc) Specification of desktop/laptop must be updated with latest OS and antivirus and no other application apart from exam must be there.
- (dd) Any other work decided by the Examination Section on the basis of requirement of the individual examination.
- (ee) Each examination Centre must have facilities of proper security and access control systems including video surveillance etc., to the satisfaction of the Examination Section, of the University. This may include, but is not restricted to, using technology for secure access, video surveillance, recording of video surveillance and availability of such recording on demand by the Examination Section, of the University. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.

## PHASE/CATEGORY II CONDUCT OF ONLINE EXAMINATION

- (a) Minimum manpower deployment at each examination centre must be as per following requirement: -

Test Centre Administrator	1 (One for each centre)
IT Manager	1 for each 160 candidates
Invigilators	2 per 24 candidates
Support Staff	2 per 100 candidates (one male and one female)
Security Guards	2 per 80 candidates (one male and one female)
Electrician	1 (One for each centre)
Peons	2 per 80 candidates

  
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**Note:**

*Above staff should be increased proportionately on the basis of candidates allotted to that center.*

- (b) The Conduct of examination would be multidisciplinary / multiple subject/ multilingual as per scheme of examination. Henceforth the test delivery system should be able to handle this aspect of multidisciplinary / multiple subjects/ multilingual very well.
- (c) Language of question papers may be Bilingual language of English & Hindi.
- (d) To host the exam and manage the test delivery process through intranet based solution at Examination Centers, the computer systems, servers and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- (e) To securely transmit, download, install and implement confidential data received from Examination Section. The Question Paper installation and implementation shall be as per requirement and instruction of Examination Section, of the University in real time situation.
- (f) To arrange frisking of candidates at examination centre, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of the of the University.
- (g) To complete registration process of the candidates before start of examination (digital photo, bio-metric finger print etc.) and after that allow candidates to appear for test at Examination Centers.
- (h) To arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Online Examination Centers.
- (i) To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit ability of the assessment process.
- (j) To obtain candidate's feedback through online Feed Back Form, after examination is over.
- (k) Candidate responses to a question paper should be sent back to the central server (Data center) from the server of exam center within one hour from the conclusion of examination in case internet speed is low. However, successful agency shall provide proof in this regard.
- (l) To arrange Video Surveillance at all examination centers. Video Surveillance with recordings has to be submitted after its proper

  
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sealing. It would be an optional feature and will be utilized as per need of the Examination Section, of the University.

- (m) To devise and setup system for monitoring and supervision of Examination Centre activities (Centre level/ Candidate's level) at designated office.
- (n) To transfer/export the data in encrypted format including raw score data from local server to Central server and vice versa as per the instruction of Examination section, of the University.
- (o) To provide blank paper sheet/s to the candidates as per requirement.
- (p) Successful agency shall provide unedited PDF/HTML of candidate response sheet at the end of the test as per requirement of Examination Section, of the University.
- (q) "Provision of online link where candidates can logon and view his/her response sheet, or emailing of response sheet to candidates within 48 hours of conduction of examination, by the successful agency"
- (r) To send confidential data of examination as per instruction of Examination Section, of the University.
- (s) Contingency plan for Student management/Shifting in case of any emergency.
- (t) Proper care and handling of all the logistics provided by the University for Conduct of Examination.

### PHASE/CATEGORY III POST EXAMINATION WORK

- (a) To conduct post examination work under the General direction /guidance of the Examination section or equivalent Committee formed at the University
- (b) To prepare Result as per directions of the University.
- (c) To calculate marks obtained by each candidate as per requirement of Examination Section, of the University.
- (d) To carry out other works related to post processing of responses & other confidential data and providing data as required by the Examination Section, of the University.
- (e) To provide Post Examination Analytics Report in the following manner:
  - i) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.)
  - ii) Student performance Analysis
- (f) To provide Hardware and Software required for Biometric verification of candidates at various stages starting from conduct of examination to final selection of the candidates.
- (g) Evaluation of online subjective answer sheet must be done by successfully agency and in this regard it was clarified that (i) Internet





based online evaluation shall be done by the successful agency, (ii) there shall be no center/nodal place, but shall be done from remote places of the concerned experts/ examiners, (iii) rates for each evaluation answer sheet must be quoted, (iv) subjective exam shall be conducted by University.

- (h) To provide documented inputs and support for handling
- Students queries
  - Press interaction
  - RTI queries
  - Court Cases

**(I) Non sharing of Question Bank with any other Agency /Portal/Organisation/Institute/Person.**

**(J) Online Counselling Solution for selected Candidates;**

**(a) Generating call letter for the Candidates.**

**(b) Online display and Locking of Seats.**

**(c) Display of Seat matrix.**

**(d) Conducting multiple round of counselling if required.**

**Note:**

*The agency shall have to carry/demonstrate complete System Test Run (STR) with test data to the University before implementation. The agency should also be able to demonstrate click by click audit trail for any type of enquiry.*

  
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## Special Terms and Conditions

### Standard of Performance

The Agency shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Agency shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the University. The Agency shall always support and safeguard the legitimate interests of the University, in any dealings with the third party.

The Agency shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Examination Application Software before installation will be subjected to 'Quality Assurance Test' prescribed by the University.

The security of the system should be fool proof and shall be treated as “**not fool proof**”, where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor/agency.

The vender/agency shall be liable to pay to the University for any financial losses by way of some of system and process failure.

### Intellectual Property Rights

No software or services covered by the contract shall be developed, sold, disposed or done by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Agency shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

The Intellectual proprietary rights of Question Bank provided by the University shall be with the University.

### Governing Language

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The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

**Consortium**

No consortium will be entertained by the University. The agency shall hold the full responsibility of the contract. Any consortium formed by the agency at his end which was formed either to gain entry into the agreement with the University or during the project for the execution of the agreement will be at the sole risk and responsibility of the agency and would lead to rejection of tender or termination of contract with penalty.

**Prices**

The prices quoted (phase wise) for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Vice Chancellor, Atal Bihari Medical University, Lucknow.

**Sub contracts**

The Agency shall not subcontract the awarded contract or part thereof without written consent of the University.

**Delays in the Agency's Performance**

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Agency in accordance with the approved time schedule as notified from time to time by the Examination Section, of the University to the agency and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Agency encounters conditions impeding the timely delivery of the items and the performance of the service, the Agency shall promptly notify to the University in writing the fact of the delay, it is likely duration and its cause(s). The University will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Agency's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the University on its own.

Delay on part of the Agency in the performance of its delivery obligations shall render the agency liable to the imposition of penalty unless an extension of time is agreed upon.

  
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# Atal Bihari Vajpayee Medical University

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## Confidentiality

The Agency and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the University's business or operations without the prior consent of the University. The University also reciprocally agrees with the Agency that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Agency to such of its customers along with the information pertaining to its businesses and the proprietary information of the Agency described herein as "confidential information", belonging to the Agency and which may come into the possession or custody of the University in the course of providing services by the Agency hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly (*subject to provisions of the law of the land*).

## Force Majeure

Notwithstanding anything contained in the Bid Document, the Agency shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the University regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify to the University in writing, of such conditions and the cause thereof. Unless otherwise directed by the University in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The University may, terminate this agreement by giving a written notice of a minimum 15 days to the Agency, if as a result of Force Majeure; the Agency is unable to perform a material portion of the services for a period of more than 30 days.

  
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**Responsibilities of the Agency**

The agency shall be responsible for the successful conduct and processing of online examination (Computer Based Test) as per the terms and specification and direction of Examination Section, of the University.

  
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## Service Level Agreement

1. Only Proprietor will sign the Agreement in case of Award of work to a Proprietary Firm, however in cases of Partnership/Company only legally authorized person will sign the Agreement.
2. The Successful Bidder has to maintain a current/saving bank account with any branch of a scheduled bank and intimate the A/C No. to the Finance Department, of the University, within a week of award of tender.
3. **THE SUCCESSFUL BIDDER DELIVERABLES.**
  - (a) The Successful bidder shall provide the Services on the day and time as required by the University, from time to time.
  - (b) The Services shall be provided only through qualified and experienced personnel for particular service.
  - (c) The Successful bidder will issue the identity card to the manpower deployed with name and address of the manpower and employer bidders name printed on the card. Under no circumstances should such identity card carry the name of the University, or its logo, in any form.
  - (d) All manpower deployed for the Services shall wear such dress as may be specified by the University from time to time.
  - (e) The successful bidder shall ensure that there is no disruption of services because of absenteeism of human resource. The Successful bidder must have and alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.
4. **Performance Indicator(PI) :**

Performance of the contract would be judged as on overall basis, inter alia taking the following parameters into consideration:-

  - (i) Attendance and punctuality of personnel deployed to provide Services.
  - (ii) Status and quality of task performed.
  - (iii) Number of breakdowns in the Services.
  - (iv) Inter-personal and behavioral problems observed.
  - (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the University.
  - (vi) Complaints received.
  - (vii) General opinion/general assessment by any Committee, constituted for the purpose of monitoring.





**5. RESPONSIBILITIES OF THE SUCCESSFUL BIDDER:**

- (a) The Successful bidder shall provide all the Services as provided in Scope of Work. The Successful bidder shall provide such Services on all working days/shifts and even on holidays.
- (b) Apart from providing the aforesaid Services, as and when called for the Successful bidder shall discharge any other duties, which in the opinion of the University are within the SCOPE OF WORK of the Successful bidder, and the Successful bidder shall carry out such duties with diligence and care.
- (c) The Successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- (d) The manpower deployed by the Successful bidder for carrying out the services under the terms of the contract shall be employees of the Successful bidder. No relationship of master and servant is created between the deployed manpower and the University under this contract. The Successful bidder shall be solely responsible for their affairs and will be under mandatory / obligation to comply with the statutory obligations such as EPF, GST, and ESIC etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the University. In the event any such claims made by the personnel of the Successful bidder on the University, the Successful bidder shall be wholly responsible and Successful bidder shall indemnify the University against any such claims, either monetary or otherwise. Over and above, as aforesaid, all applicable statutes, will invariably invoke concurrently or prospectively as will be the case, will be borne by Successful bidder or the University as per the provision of the tax.
- (e) The University shall not be responsible against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. The University will not own any responsibility in this regard.
- (f) Successful bidder shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the Successful bidder. The Successful bidder shall indemnify the University from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions

  
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under law or of any other nature in respect of all manpower engaged by Successful bidder.

- (g) In case the Successful bidder fails in fulfilling the obligations of work/service under the contract, fully and in time, the University shall have the absolute right to take up the work at the Successful bidder's cost and risk, and recover all such expenses from the amounts due to the Successful bidder including their Security Deposit.
- (h) The Successful bidder will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/ Services as per direction of the Nodal Officer or by such officer as may designated by the University. The Successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of every manpower before deploying it with the University and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.
- (i) They will have to abide by the Minimum Wages Act-1948 and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable in the state of Uttar Pradesh. The Successful bidder shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services. The Successful bidder and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the University as principal employer shall be deducted from the bills of the Successful bidder and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Successful bidder.
- (j) The Successful bidder shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Successful bidder shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Vice Chancellor. The Successful bidder shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The University shall not be held accountable or responsible under this head with regard to staff on the rolls of the Successful bidder in any manner whatsoever.

## 6. CONSIDERATION/ COMPENSATION:-

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- (a) The Successful Bidder shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The University will in no way be responsible for any liability or claim of the personnel employed by the Successful Bidder. The University shall be not be responsible for any dispute/claim arising out of the work done under the contract by the Successful Bidder. The Successful Bidder shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The Successful Bidder will make full arrangement and responsible for safety and security of all such staff.
- (b) If at any later date, it is found that the information, documents and certificates submitted by the Successful Bidder/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the University shall be forfeited without any claim whatsoever against the University. If at any time it is also found that any type of liability/ responsibility fixed on the University or its employees by any Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Bidder/Contractor.

## **7. COMPLIANCE OF LABOUR STATUTES:**

- (a) The Successful Bidder shall comply with all the statutes pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- (b) The Successful Bidder shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Bidder engages 20 or more personnel in the University premises, the Successful Bidder shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- (c) It will be the sole responsibility of the Successful Bidder to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.

## **8. CONTROL & SUPERVISION OF SUCCESSFUL BIDDER'S PERSONNEL:**

- (a) The Successful Bidder shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the University's premises.

  
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- (b) In the event of the work carried out by the Successful Bidder or its personnel if being not found satisfactory, the Successful Bidder upon advice, directions or orders from the University shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.
- (c) The Successful Bidder shall ensure that the personnel engaged by them shall remain on the premises of the University as per timings indicated by the University. However, prior permission will have to be obtained by the Successful Bidder/its supervisors from the University in the event of Successful Bidder/its personnel being required to remain on the University's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

## 9. DAMAGES TO PERSON & PROPERTY:

- (a) The Successful Bidder shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The Successfully Bidder shall submit along with his monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill.
- (b) The Successful Bidder shall ensure that the University shall in no way be held responsible or liable to meet any claim of the personnel deployed by the Successful Bidder against any accident or injury etc. suffered by the personnel of Successful Bidder during the course of his employment.
- (c) If in the course of execution of the contract by the Successful Bidder any damage is caused by the Successful Bidder or its personnel deployed in the University's premises to persons and property of the University, the Successful Bidder shall be liable for the same and indemnify the University against such damages. Successful Bidder shall also render all assistance and cooperation to the University in the event of any inquiry relating to any accident.
- (d) The University shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- (e) In case of any lapse, default and negligence, fraud etc. on the part of the Successful Bidder or its personnel deployed in the University's premises, due to which the University suffers any loss, the Successful Bidder shall be responsible to indemnify the loss and damages to the University. However, University will be at liberty to recover such losses from his security deposit and/or other payments due to him.
- (f) The Successful Bidder shall indemnify the University against any action, proceedings, claims or demands of any persons(s), or its personnel made

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against the University in respect of Services. The Successful Bidder shall also indemnify the University for any commission or omission or default on the part of the Successful Bidder, its personnel or agents which the University may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

## **10. Miscellaneous Liability/Responsibility:**

- (a) The Successful Bidder shall not divulge any information confidential or otherwise that he may come across. The Successful Bidder has been granted license by the University to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the Successful Bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right on the Successful Bidder and or for its personnel, including the right to tenancy, sub-tenancy etc.
- (b) In the event of failure to observe this condition, the University shall be at liberty to deduct all financial liability arising from such a case, from the dues of the Successful Bidder.
- (c) The Successful Bidder and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the University in force or as amended from time-to-time by the competent authority of the University or officer nominated by the University or Nodal officer of the University. The Successful Bidder on the direction, orders or advice of the University will be under mandatory obligation to change the personal immediately.
- (d) The Director of the University or any officer authorized by the University may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the University or the Vice Chancellor of University may investigate into any complaint regarding default in terms and conditions of bid/Agreement committed by the Successful Bidder.
- (e) No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the University against the Successful Bidder.

## **11. LIMITATION OF LIABILITY:**

Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and /or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the 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 Successful Bidder by the customer for the service that give rise to such

  
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liability. The limitation on any party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct and (ii) breach of the use terms in respect of use of Successful Bidder application system, Successful Bidder shall not be held liable for any delay or its failure in its obligations, if and to the extent such or failure has resulted from a delay or failure by or on behalf of customer to perform any of customer's obligations.

## **12. VALIDITY OF TENDER:**

The initial validity of the offer made in tender document is 90 days from the date of opening of the technical bid. At the behest of the University the Successful Bidder shall increase the validity period of his offer subject to a maximum of another 180 days for L1 Bidder only (as per Gem Guideline).

## **13. COMMENCEMENT OF WORK:**

The Successful Bidder is required to sign the Agreement and start the work within seven days from signing of the Agreement. In case it is found that the work has not been taken up within seven days from the date of signing the Agreement, the University at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

## **14. PERIOD OF CONTRACT AND ITS RENEWAL:**

- (a) The life of the contract shall be for a maximum period of 03 (three) years from the date of execution of agreement.
- (b) The contract will be valid for 01 year and renewable upto 03 years on yearly basis.
- (c) Each renewal of contract shall be made on the same terms and conditions on which the initial agreement has been entered into.
- (d) Subject to other conditions of the contract, the minimum period for the running of the contract is 1 (one) year, during which the successful bidder cannot withdraw from its obligations under the contract.
- (e) In all circumstances and eventualities, whether arising out of expiry of the period of contract or its non-renewal or termination or withdrawal, the successful bidder shall have to continue the work till such time that a new or alternate arrangement is made by the University.

## **15. TAXES AND DUTIES:-**

- (a) Statutory levies like Turnover Tax, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the Successful Bidder.
- (b) GST and other taxes extra, as applicable from time to time, shall be applied.

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- (c) Bidder shall ensure depositing of all statutory levies and taxes, including GST in the respective department/authority.

**16. SECURITY DEPOSIT: -**

- (a) The service provider/successful bidder shall submit security deposit @ 3% of the Annual Contract Value, having validity of 48 months. The successful bidder shall ensure the extension of its validity for further period, if the contract is extended.
- (b) The security deposit may be made in the form of FDR/Bank Guarantee of any Scheduled Bank, in favour of 'Vice Chancellor, Atal Bihari Vajpayee Medical University, Lucknow'.
- (c) The security deposit shall be released, or refunded, as the case may be, only upon expiry of a period of 12 (Twelve) months after the expiry of the contract or its abandonment or its termination, as the case may be, after adjustment of all dues of the University or damages of any kind, if any. The University shall be entitled to adjust any and every due amount from the said Security Deposit.
- (d) The security deposit would also stand forfeited, in its entirety, in case the successful bidder withdraws in violation of "Period of contract".

**17. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

- (a) Neither party shall be entitled to withdraw from the contract during initial period of one year.
- (b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf.
- (c) Notwithstanding anything contained herein above in clause 17, if the successful bidder gives a Three Months' Notice of abandonment from the Contract, the University endeavor to ensure alternative arrangements. However, even after expiry of Three months' Notice, if necessary alternative arrangements could not be made by the University, the successful bidder shall have to continue to work under Contract till such alternatives arrangements are made by the University. In the event of failure to observe this condition, the University shall be at liberty to deduct all financial liability arising from such a case, from the dues of the Successful Bidder.

**18. TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the successful bidder, in a summary proceeding, the University may terminate the contract in the event of:-

- (a) Breach of any of the terms and conditions of this contract.

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- (b) Any document or information uploaded by the successful bidder, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- (c) The successful bidder submitting to the University materially false or incorrect reports.
- (d) Interference, in any form, during any inspections by an inspector nominated by the Vice Chancellor.
- (e) The successful bidder fails to observe agreed service standards or fails to provide Services in conformity with University; instructions or procedures or protocol.
- (f) The presentations and declarations made by the successful bidder before entering into the contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- (g) The successful bidder goes into liquidation or is wound up or dissolutions proceedings are initiated.
- (h) If liquidator or Receiver is appointed to take possession of undertaking, business or assets of successful bidder.
- (i) Changes in the Ownership or Management of the successful bidder.

## **19. ASSIGNMENT:-**

Successful Bidder shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

## **20. GOVERNING LAW:-**

The law of India shall apply to the Contract arising out of bid. The Courts at Lucknow shall have exclusive jurisdiction in all matters arising out of the contract.

## **21. ACTS OF GOD & OTHERS:-**

Neither party to the Agreement shall be responsible for any delay in performance of any terms and conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

## **22. SETTLEMENT OF DISPUTE AND ARBITRATION:-**

- (a) In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract, the same shall be settled by the parties, as far as possible, by mutual discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract. No party shall be allowed to be

  
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represented by a legal expert/lawyer during any proceeding of mutual discussion and consultation.

- (b) In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract which could not be settled in terms of sub-clause (a) hereinabove, OR in the event of any dispute or differences, arising in connection with the contract at any time after the expiry thereof, same shall be referred to the Sole Arbitrator to be appointed within three months of raising of such disputes by the Vice Chancellor, under the provision of the ARBITRATION AND CONCILIATION ACT,1996. The place of arbitration shall be Lucknow only.
- (c) The Courts at Lucknow only shall have exclusive jurisdiction.

**23. SPECIAL CONDITION: -**

Notwithstanding anything contained in this bid Document, Special Terms and Conditions shall prevail over the General Terms and Conditions of this bid Document.

**24. STAMP DUTY:-**

Stamp duty liveable on Agreement shall be borne by the Successful bidder.

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ACCEPTANCE

I ----- son of ----- resident of -----  
-----who is Proprietor/Partner/Director of M/s-----  
----- have read and understood the contents of the terms and conditions of  
the contract with sound mind and without any pressure from any quarter. If any  
document or information furnished with bid is found forged or fabricated at any time,  
the University has full right to forfeit my/our EMD and Security Deposit and cancel the  
agreement.

I bind myself with terms and conditions of the contract and I am putting my  
signature and seal of the organization, as a token of acceptance to the above.

Signature

Date  
Place

Name  
Designation  
Seal

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Penalties

- (a) If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the agency and not in any way attributable to the delay on the part of THE UNIVERSITY, a penalty @ 1.0% of the ordered/bill value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the THE UNIVERSITY, to account for the delay.
- (b) If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The THE UNIVERSITY may rescind this part of the contract and shall be free to get it done from any other agency at the cost of the Agency.
- (c) If the service providing agency does not provide the required numbers of invigilators in labs as well as other facilities mentioned in the tender document at Centre/s, the penalty will be imposed to it on the basis of feedback received from the Faculty/representative of THE UNIVERSITY deployed at Examination Centre and it may up to 10% of quoting rates (per candidate rate) for each or all deficiency/ies.
- (d) Opportunity of being heard before imposing penalty shall be given to the successful agency.

  
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# Atal Bihari Vajpayee Medical University

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## Scoring Model

Sr. No.	Criteria	Enclosed	Pg. No	Score
<b>1.1</b>	<b>Service Provider's profile</b>			<b>10</b>
1.1.1	<b>Legal Structure</b>			
	Partnership /Proprietary			1
	Private Limited			3
	Limited Company			5
1.1.2	<b>Overall IT staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations)</b>			<b>5</b>
	>=250 - 500			1
	>500 - 1000			3
	>1000			5
<b>1.2</b>	<b>Service Provider's Certification</b>			<b>20</b>
1.2.1	<b>CMMi level Development</b>			<b>10</b>
	CMMi level 3 Development			2
	CMMi level 4 Development			5
	CMMi level 5 Development			10
	<b>CMMi level Service</b>			<b>10</b>
1.2.2	CMMi level 3 Service			2
	CMMi level 4 Service			5
	CMMi level 5 Service			10
<b>1.3</b>	<b>Service Provider's Financial Capability</b>			<b>10</b>
1.3.1	Average annual turnover from examination service for the period 2018-19, 2019-20 & 2020-21			<b>10</b>
	Less than 50 CR			3
	More than 50 CR and Less than 100 Crore INR			5
	More than 100 CR and Less than 200 Crore INR			7
	More than 200 Crore INR			10
<b>1.4</b>	<b>Service Provider's experience in CBT</b>			<b>10</b>
1.4.1	<b>Maximum no of candidates appeared in computer based examination in single shift completed in India in last three year (as on date of bid submission)</b>			<b>10</b>
	Upto 60,000 Candidates			3
	60,001 - 1,00,000 Candidates			7
	> 1,00,000 Candidate			10
<b>1.5</b>	<b>Service Provider's infrastructure capability</b>			<b>20</b>
1.5.1	<b>Owned Node (available 24X7 with minimum 250 nodes in each center) Capability in Uttar Pradesh (Proof to be submitted)</b>			<b>10</b>

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	<=5,000			3
	5,001 - 10,000			7
	>10,000			10
<b>1.5.2</b>	<b>Primary Data Center with Secondary DC site to be managed by the Service Provider/ group of companies for data Security</b>			<b>10</b>
	Tier III DC infrastructure with Secondary DC			5
	Tier IV DC infrastructure with Secondary tier III DC			7
	Tier IV DC infrastructure with Secondary tier III DC with Cert-in Certified infrastructure			10
<b>1.6</b>	<b>Service Provider's software security certification</b>			<b>10</b>
<b>1.6.1</b>	<b>Cert-in Certified Solution</b>			<b>10</b>
<b>1.7</b>	<b>Infrastructure capacity</b>			<b>10</b>
<b>1.7.1</b>	<b>Presence in &gt; 25 cities in UP states</b>			<b>10</b>
	<b>Presence in 10 - 25 cities in UP states</b>			<b>7</b>
	<b>Presence in &lt; 10 cities in UP states</b>			<b>3</b>
<b>1.8</b>	<b>Experience in Conducting Counselling of candidates in single order</b>			<b>10</b>
<b>1.8.1</b>	<b>&gt;20000 Candidates</b>			<b>10</b>
<b>1.8.2</b>	<b>10000-19999 Candidates</b>			<b>7</b>
<b>1.8.2</b>	<b>5000-9999 Candidates</b>			<b>4</b>
<b>1.8.3</b>	<b>&lt;4999 Candidates</b>			<b>1</b>

**Evaluation and Comparison of Bids**

1. The **technical bid** will be opened as per date & time mentioned in the Bid published on Gem Portal situated in the University.
2. Seventy percent (70 %) weightage will be assigned to Technical Evaluation and 30 % weightage will be assigned to Financial Evaluation.
3. Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided herein above.
4. 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, as explained below.

**Final Evaluation Criteria - Quality and Cost based selection (QCBS)**

The individual service provider's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$  = Normalized commercial score for the service provider under consideration





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Fb= Absolute financial quote for the service provider under consideration

Fmin= Minimum absolute financial quote

Composite Score (S) =  $T_s * 0.70 + F_n * 0.30$

The service provider with the highest Composite Score(S) would be declared to have qualified for the work tendered for.

  
6/9/21







**PAYMENT**

- (a) The payment shall be made in Indian Rupees and shall be paid in three phases only on successful completion of that phase of work without errors and delays.
- (b) No advance payment shall be made.
- (c) The successful agency 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-run etc. In case the agency fails to execute the contract, The University shall have liberty to get it done through any other agency with full cost recoverable from the agency.
- (d) The bill must be submitted in duplicate by the agency/successful agency. Payment shall be made within 30 days.
- (e) Payment shall be made through RTGS after adjusting TDS, penalty and other dues.

  
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**FINANCIAL QUOTATION FORMAT**

**QCBS Weightage**  
(Technical: Financial)  
(70:30)

Sl. No.	Phase wise work	Rates to be quoted for each candidate in INR		GST extra in Percentage
		In figure	In words	
1.	Pre-examination work/Registration (Phase I)			
2.	Conduct of Online examination (Phase II)			
3.	Result/Post examination work (Phase III)			
4.	Online evaluation of subjective answer sheet			
5.	Online Counselling			
	<b>TOTAL OF 1+2+3+4+5</b>			

**Final Evaluation Criteria - Quality and Cost based selection (QCBS)**

The individual service provider's commercial scores (CS) are normalized as per the formula below:

$F_n = F_{min}/F_b * 100$  (rounded off to 2 decimal places) Where,

$F_n$  = Normalized commercial score for the service provider under consideration

$F_b$  = Absolute financial quote for the service provider under consideration

$F_{min}$  = Minimum absolute financial quote

Composite Score (S) =  $T_s * 0.70 + F_n * 0.30$

The service provider with the highest Composite Score(S) would be declared to have qualified for the work tendered for

**Taxes and Duties:**

All statutory taxes including GST shall be paid for as per provisions in the respective rules of those Taxes if stipulated so by the statues/Acts.

Financial liability on account of all applicable taxes including GST will need to be projected only for the calculation of any budgetary outlay.

All statutory applicable taxes including GST will not be considered for evaluation of financial quotation

**Note:**

- Taxes will not be factored for decision in the instant financial quotation.
- Successful Service Provider will be decided on the basis of composite QCBS score.

Signature and Seal of Service Provider



(Annexure – I of Technical Bid)

**CERTIFICATE**

This is to certify that the annual Turnover of M/s .....,PAN No.....,GST No.....,having its office at ..... is in the 'Conducting and Processing of Online Examinations 'for the following financial years are as follows:-

<i>Financial Years</i>	<i>Turnover (in Rs.)</i>
2018-19	
2019-20	
2020-21	

**Name, signature and seal of Chartered Accountant**

**Date.....**

**Place.....**





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**AFFIDAVIT**  
**(Notarized)**

(On Rs 10.00 Non-judicial Stamp paper)

(Annexure - II of Technical Bid)

I, ----- s/o ----- resident of -----  
-----Owner/Partner/Proprietor/Director/Chairman of M/s -----  
----- having its registered office at ----- do

hereby solemnly affirm and declare the following:

That our firm/organization/company/society namely M/S.....has  
never been blacklisted by any department/organization/University/Govt. in the  
preceding five years.

**Deponent**

**Verification**

Verified at ----- on the ----- date ----- that the  
contents of the above affidavit are true and correct to the best of my knowledge and  
belief.

**Deponent**





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(Annexure – III of Technical Bid)

**AFFIDAVIT**  
**(Notarized)**

(On Rs 10.00 Non-judicial Stamp paper)

I, ----- s/o ----- resident of -----  
-----owner/Partner/Proprietor/Director/Chairman of M/s -----  
----- having its registered office at ----- do  
hereby solemnly affirm and declare that neither bidder nor the firm/ Partners/  
proprietor/Director of the company has never been convicted or punished by any  
Hon'ble Court of Law nor any criminal prosecution, involving moral turpitude, in which  
a charge sheet is issued, is pending against any of them.

**Deponent**

**Verification**

Verified at ----- on the ----- date ----- that the  
contents of the above affidavit are true and correct to the best of my knowledge and  
belief.

**Deponent**

  
5/9/21



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(Annexure IV of Technical Bid)

**SELF DECLARATION FOR LOWEST RATE**

(On Rs 10.00 Non-judicial Stamp paper)

I, (Name of the Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any Government entity/ University/Hospital (State/Central) in India.

Authorized Signatory

Designation

Seal

Date:

Place:





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(Annexure-V of Technical Bid)

**AFFIDAVIT**  
**(Notarized)**

(On Rs 10.00 Non-judicial Stamp paper)

**Reference : Tender No...../..... Date.....**

I, (Name of the Signatory), S/o (Father's Name), (Designation of the Signatory) with  
(Name of the Company), with its office at (Address of the Head office of the Company),  
do solemnly affirm and declare as under:-

The bidder does not have any relation with the person authorized to evaluate  
technically or involved in finalizing the tender.

Place:

Date:

**Deponent**

**Verification:**

Verified that the contents of the above affidavit of mine are true and correct to  
the best of my knowledge and no part of it is false and nothing has been concealed  
therein.

Verified at (Place), on this (Date) day of (Month) 2021.

**Deponent**



