

Tender Document

**For Online Examination (Computer Based Test):
Conduct and Processing of Recruitment Examinations of
Post Graduate Institute of Child Health**

Post Graduate Institute of Child Health (PGICH)

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1. Fact Sheet

S. No	Particulars	Details
1	Tender ID	As per Bid document
2	Tender date	As per Bid document
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
4	RFP issued by	Post Graduate Institute of Child Health (PGICH), Noida
5	Availability of RFP	RFP can be downloaded from Bid on GeM Portal
6	EMD	Earnest Money Deposit of only). Demand Draft/ Bank guarantee in favour of Director PGICH payable at Noida from any of the commercial bank or to be paid via NEFT/ RTGS to PGICH's account. Account details as per Additional Terms & Conditions of Bid Document
7	Performance Bank Guarantee (PBG)	Bank Guarantee as per the format / details provided in Bid Document
8	Nodal Officer for correspondence and Clarification	Mr. Amit Saxena (Administrative Officer) M: 8475875111
9	Last date for Pre bid queries	03 days from the date of publishing
10	Pre bid conference	05 days from the date of publishing OR As per Bid Document
11	Issue of addendum/ clarification (if any)	As per Bid Document
12	Last date of bid submission	As per Bid Document

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2. Request for Proposal

Tenders are invited from eligible, reputed and qualified IT firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for conducting various recruitment examination of PGICH as detailed out in the Scope of Work of this RFP document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP document.

2.1. Background Information

Basic Information

- a) PGICH invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies / Agencies (“Bidders”) for selection of “Service Provider”.
- b) 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.
- c) 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

PGICH intends to implement a system that will manage Recruitment examination processes. The system shall mainly comprise of the following activities:

- Application Management (optional)
 - Online application designing and hosting
 - Setting-up of Help desk
- Generation / Download of Admit cards (optional)
- Secured Question paper/s creation in English
- Test Center Management
- Conduct of Computer Based Examination
- Preparation/ compilation of Result
- Generation of Merit List

2.3. Key Information

About PGICH

The Post Graduate Institute of Child Health (PGICH) formerly known as Super Specialty Paediatric Hospital and Postgraduate Teaching Institute (an autonomous Institute under the Govt of UP), located in Sector 30, Gautam Budh Nagar (U.P.). This is a unique facility conceptualized to provide tertiary level medical care to children in the region of western UP. This is a 280 bedded pediatric only hospital with academic and reaserch facility. The institute is providng various postgraduate teaching and training courses.

Below are the details of the examinations to be conducted.

SI No	Post Name	No of Days	No of Shifts	No of QP required	Tentative Candidate count	Locations to be covered	Tentative month of exam
1	Nursing Officer	1	1	1	10,000 – 20,000	3	Nov 2024
2							
3							

3. Scope of Work

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

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase

Note – Following shall be made available by PGICH:

- Application data of the candidates (if application management is not in selected bidder's scope)
- Issue of the admit cards to candidates (if application management is not in selected bidder's scope)
- Subjects and Syllabus for creation of the Question Paper.
- Business Rules for merit list generation

3.1. Pre-Examination Phase

- The Bidder should design the application for candidates to register themselves for the Computer Based Examination and make online payment of exam fees.
- 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.
- The Bidder is expected to draw the examination plan and design the examination processes as follows:
 - Complete security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Candidate handling process
 - Mapping of candidates' details with Exam Centers
 - Validation and verification of identity
 - Frisking of candidates using handheld metal detectors (HHMD)
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/ seat allocation and handling of security parameters
 - Bulk/ individualized SMS (if application management is in selected bidder's scope)
 - Bulk /individualized emails (if application management is in selected bidder's scope)
 - Customer care number for responding to queries (if application management is in selected bidder's scope)
- 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.

- The Bidder shall provide specifications for hardware and software required at all stages of the examination.
 - Application management and generation of Admit cards (if in selected bidder's scope)
 - Exam Centers
 - Devices and systems to be used for authentication and audit trail mechanisms required for exam.
- The Bidder shall provide consulting, training and manpower support to handle the entire examination. The required hardware, software, networking including internet connectivity for the servers shall be installed by the Bidder on lease/rent basis in the exam centers, whose cost would be covered under the commercial bid.
- The bidder shall ensure sufficient number of SMEs (Subject Matter Expert) for content creation. If required, the bidder should identify the required SMEs prior to the contract signing.
- The bidder will create and manage examination question paper with various difficulty levels securely. Complete security of the content created will be with the bidder.
 - Language of the Question Paper – English & Hindi
 - Type of Questions - MCQ
- Suitable instructions for answering questions during online test should be provided before start of the examination.
- The Bidder shall securely transmit, download, install and implement Question Papers to the examination centers.
- The Bidder shall identify required Exam Centers in Uttar Pradesh ensuring that 5% of the systems are available as backup per shift i.e., if 100 systems are going to be used, the center shall have 105 systems available per shift.
- The Bidder shall ensure that all Exam Centers have the prescribed hardware, software, internet, and LAN connectivity for conducting examination.
- The Bidder shall ensure that UPS facilities or generator facility are available at each Exam Centre for un-interrupted power.
- The Bidder shall carry periodic audit at Exam Centers for
 - Hardware, operating system, processor speed, Ram, network and internet connectivity, keyboards etc.
 - Software - screen resolution, bandwidth for internet and LAN connectivity, browser.
 - Working condition of UPS or Generator.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both males and females at each examination center.
- 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 software.
- The Bidder shall provide help to candidates through a call center (telephone/email) ensuring service quality on a 9x6 basis on all the working days.
- The Bidder shall host and manage the examination process through intranet-based solution at Exam Centers.
- The Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate.

- The Bidder shall ensure availability of proper security / frisking at the examination centers. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates. Frisking must be done by handheld metal detectors (HHMD).
- The selected bidder shall ensure complete biometric registration process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes during interview or joining of selected/ shortlisted candidates.
- Examination password shall be given to each candidate by the Bidder at the Examination Center after the biometric registration process.
- The bidder shall ensure biometric verification of the candidates during the bio breaks.
- 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.
- The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
- All pre-examination phase processes shall be carried out by the Bidder in consultation with the PGICH.

3.2. Examination Phase

- The Bidder shall provide adequately trained manpower as per the ratio mentioned below:

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/ System Operator – 1 per 250 nodes (minimum 1 per center)
- iii. Invigilators - 1 per 30 nodes
- iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centers) and locations.
- v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centers)
- vi. Peons - Minimum 2 per 100 students

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

- The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- 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.
- Computer-based exam software should support standard features such as automatic calculation of test score, negative marking, 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 XP Professional Service Pack 3 or higher or any other OS for conducting computer-based examination.
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 perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less than 5 seconds. All responses to be acted upon in real time.

Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup will need to be provided by the Bidder.

- The Bidder shall arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Examination Centers.
- While exam will be conducted on local LAN, data of test progress should be transferred to central server every 5 minutes for monitoring purposes. Bidder should provide reports to PGICH to view the test progress.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
- The Bidder shall provide stationery such as blank paper sheet/s to the candidates as per requirement.

- The Bidder shall have a contingency plan for Student management/ Shifting in case of any emergency.
- Bidder should have capabilities of CCTV surveillance system to monitor and capture the activity of candidates/ centres. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally.
- CCTV camera should record Exam Center activities from 30 minutes before to 30 minutes after the examination. The bidder will be required to handover the CCTV camera feeds to PGICH for all the Computer Based Exam within 45 days after the examination after its proper sealing.
- The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in PGICH office at Noida. The data should be real time data generated from each Exam Centre during the examination.
- At the end of the exam, transfer/ export of candidate 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 such as attendance sheet, fingerprint, seating plan etc. (if any) should be sent to PGICH within 14 days of conclusion of each exam shift.

3.3. Post Examination Phase

- The Bidder shall calculate marks obtained by each candidate as per requirement of the PGICH.
- The candidate's responses, biometric, audit trails should be uploaded automatically from the local server to Bidder's data center in a secure manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- The Bidder should be able to hand over the raw responses/data to PGICH immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The bidder shall upload the answer key of all the series of question papers for candidates' responses after three days from the last day last sitting of the examination of the respective posts.
- The candidates are at liberty to lodge their complaint in the designated website, if any, with regard to their examination result and the Vendor will dispose of all the complaints received through website.
- The bidder will keep the portal open for 7 days after the examination to receive representation of the candidates in respect of the answer keys. After receipt of the representation of the candidates, the bidder will upload the final answer key within 10 days of closure of the representation window.
- The Bidder shall calculate marks obtained by each candidate as per requirement of the PGICH.
- The Bidder shall ensure generation of merit list based on the rules/validation shared by PGICH.
- The Bidder shall provide documented inputs and support for handling
 - Candidates' queries
 - RTI queries
 - Court Cases
- The bidder shall validate the captured Biometric information of all the finalized candidates during the verification process as per the PGICH schedule. The validated data of finalized candidates will be provided to the selected bidder by PGICH.

Note:

1. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to PGICH before implementation the software.
- **Test Data Archiving:** The Bidder shall archive the examination data (excluding CCTV footage) for future references after specified time, as per requirement of PGICH. CCTV footage will be handed over to the client within 45 days once assessment is over and this need not be retained by the Bidder. The remaining examination-related data like answers, results, logs etc. will be retained by Bidder as long as contract is valid.
 - **MIS generation/ customized reports:** The Bidder shall provide adequate information to the Recruitment section as per the requirement of PGICH.

4. Essential Technical Pre-requisite

4.1. Organizational Level

- 1) The bidder should be a company/ firm registered (minimum 10 years old) in India. The registered bidder should be operating in India for a minimum of 5 years with an objective of offering relevant Computer Based Examination Services that are the subject matter of this tender.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be single point of contact with PGICH and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- 4) The average annual turnover of the bidder is described in Scoring Model point no. 5(1.3.1) in the last three (3) consecutive financial years. The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2021-22, 2022–23 and 2023-24.
- 5) The bidder's Average Annual Turnover during last three financial years is described in Scoring Model point no. 5(1.3.1) in India from Computer Based Examination (Attach documentary evidence such as audited Balance Sheet etc.).
- 6) The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2024. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.
- 7) The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- 8) The bidder must have successfully executed 5 similar projects (conduct of CBT) in 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 appeared in single shift. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)
- 9) Any experience as a consortium partner will not be considered.
- 10) The bidder/ group companies must have primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be CERT- IN certified as per Govt. of India guidelines.
- 11) The bidder must be able to conduct computer-based examinations in multidisciplinary / multiple subjects as well.
- 12) The bidder must have authorized and globally accepted certifications i.e., ISO-27001, ISO 20000, ISO 9001 and SEI CMMi Level 3 for the last 5 years.
- 13) The Bidder should have infrastructure in all the major cities across India with validated nodes/ computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 14) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- 15) The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.

- 16) The bidder should not be blacklisted by central / state government departments / undertakings as on the bid submission date.

4.2. Assessment Platform Level

- 1) The proposed software must be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the computer-based exam. Bidders having CMMI certificate in Development will be given preference.
 - a) The bidder should have all the necessary components and dependency of source code of the computer-based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by PGICH must be met immediately. The bidder should have at least regular 500 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking, and data security. Proof of ESI/ PF registration or self-declaration shall be submitted.
 - b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - d) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
 - e) The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
 - f) The bidder should have an in-house quality assurance group and a strong quality management system to do quality check of the software.
 - g) Proper security provision for source codes should be maintained.
- 2) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- 3) The bidder must use 256-bit encryption for Question paper transfer.
- 4) The bidder should be able to support the entire solution (across INDIA) and response in a reasonable timeframe.
- 5) The system should support question randomization with option shuffling ensuring that no two question papers are alike.
- 6) At any time before the submission of bids, PGICH may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by The Recruitment Section, PGICH. PGICH has right to cancel or modify the tender.
- 7) Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements, and enclosures of this document.
- b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
- c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

5. Scoring Model

Sr. No.	Criteria	Score
1.1	Bidder's profile	10
1.1.1	Legal Structure	5
	Partnership /Proprietary	1
	Private Limited	3
	Limited Company	5
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance/ Implementation/ Operations)	5
	= 500 - 1000	1
	> 1000 - 1500	3
	> 1500	5
1.2	Bidder's Certification for the last 5 years	20
1.2.1	CMMi level Development	10
	CMMi level 3 Development	2
	CMMi level 4 Development	5
	CMMi level 5 Development	10
	CMMi level Service	10
1.2.2	CMMi level 3 Service	2
	CMMi level 4 Service	5
	CMMi level 5 Service	10
1.3	Bidder's Financial Capability	15
1.3.1	Average annual turnover from examination service for the period 2021-22, 2022-23, 2023 – 24	15
	Less than 50 CR	5
	50 CR to 200 Crore INR	10
	More than 200 Crore INR	15
1.4	Bidder's experience in CBT	10
1.4.1	Maximum no of candidates appeared in computer-based examination in single shift completed in India in last three financial years (as on date of bid submission)	10
	10,000 – 50,000 Candidates	2
	51,000 – 1,50,000 Candidates	5
	> 1,50,000 Candidates	10
1.5	Bidder's infrastructure capability	25
1.5.1	Owned Node (available 24X7 with minimum 250 nodes in each center) Capability across India (Proof to be submitted)	10
	<= 50,000	2
	50,001 – 1,00,000	5
	> 1,00,000	10
1.5.2	Primary Data Center with Secondary DC site to be managed by the bidder for data Security	15

	1. Tier III DC infrastructure with Secondary DC outsourced by the bidder with Cert-in Certified infrastructure	5
	2. Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure	10
	3. Tier IV DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure & MeitY empanelled cloud service provider	15
1.6	Bidder's Presentation and Demonstration	20
1.6.1	Presentation and Demonstration	20

6. Evaluation of Bids

6.1. Technical Evaluation

- 1 Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- 2 The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for PGICH. However, the committee shall have sole discretion to call for discussion/presentation.

6.2. Financial Evaluation

The Financial Bid 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. PGICH shall inform the date, place and time for opening of the Financial Bid.

6.3. Evaluation and Comparison of Bids

80% weightage will be awarded for Technical Evaluation and 20% 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 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)

The individual Bidder'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 Bidder under consideration

F_b = Absolute financial quote for the Bidder under consideration

F_{min} = Minimum absolute financial quote

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

The Bidder with the highest Composite Score(S) 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 labelling, 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 exam must be tested for Performance, Security, 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 exam.
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 for any crisis situations/redundancy of servers, nodes additional center locations, students' data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours.
9. At any time before the submission of bids, PGICH may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
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 PGICH.

8. General Information

The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

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

The bidder should enclose **bid security (EMD)** of PGICH in form of Demand Draft drawn in a favor of Director PGICH payable at Noida. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for three years, equal to three percent (3%) of exam value within 15 days from the date of signing of the agreement. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit.

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

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

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

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

All disputes arising shall be subject to the jurisdiction of appropriate court of Gautam Budh Nagar alone and shall be governed by the law of India. PGICH reserves right to award the work/cancel the award without assigning any reason. In case of differences regarding right to award the work, if any, the decision of PGICH shall be final. Initially the contract will be for three (3) years and may be extended for two (2) more years depending upon successful completion of the job and performance review.

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

Any disputes arising out of this tender will be subject to the courts in Gautam Budh Nagar only

- 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.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, Director, PGICH has the right to reject the bid.

The technical bid shall consist of –

- Technical information as desired in prescribed format.
- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure III
- Technical and Administrative manpower available for this work as per Annexure IV
- Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.
- EMD and tender fees.

9. Appointment of Successful Bidder

9.1. Award Criteria

PGICH 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)

PGICH 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 PGICH action.

9.3. Notification of Award

Prior to the expiration of the validity period, PGICH 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, PGICH 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, PGICH will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

9.4. Performance Guarantee

PGICH will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing the Agreement on mutual terms and condition, for a value equivalent to 5% of the exam value. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. 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 and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, PGICH at its discretion may cancel the order placed on the selected bidder without giving any notice. PGICH shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or PGICH 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 PGICH notifies the successful bidder that its proposal has been accepted, PGICH shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between PGICH and the successful bidder with mutually agreed terms and conditions.

9.6. Penalty

The bidder shall re-conduct assessment at no additional cost to PGICH if Deficiency in Services (failure to conduct and complete the assessment 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 thirty (30) Days from the date of signing of Contract.

9.8. Information security and data privacy

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.

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 bidder shall have to maintain strict privacy and confidentiality of all the data it gets access to.

9.9. Processing Norms

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

It is agreed between the parties that the PGICH shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and the bidder will provide whatever reasonable support that may be necessary for the purpose of facilitating

any such requirement of the regulator or investigation agencies. PGICH shall indemnify and keep the bidder indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event the bidder is exposed to any such investigation, enquiry or any similar proceedings.

9.10. Payment Schedules

The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the milestones as defined below, without any errors. No advance payment shall be made.

- a) 40% of the work order value after successful completion of application management.
- b) 60% of the work order value after successful completion of the examination and submission of the results.

9.11. Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PGICH 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, PGICH shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

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

_ "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PGICH who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PGICH, 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 PGICH in relation to any matter concerning the Project;

_ “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

_ “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by PGICH with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

_ “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.12. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or PGICH as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to fire, floods, droughts, earthquakes, epidemics, pandemic, quarantine restrictions, elements of nature or acts of God.
- Acts of any government, including but not limited to strike, act of war, terrorism, cyber-attack (including DDoS attack) riots, civil disorders, rebellions or revolutions, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

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

9.13. 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 PGICH shall not be entitled to claim any rights therein. All rights, title and interests in PGICH Data shall always remain with PGICH. PGICH agrees that the bidder shall have the right to list PGICH in its marketing material and use PGICH logo with respect to such listing and for reference purposes. PGICH 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.

9.14. 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 PGICH 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 PGICH to perform any of PGICH'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 PGICH for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9.15. Representations And Warranties

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Contract. Notwithstanding the aforesaid, any Services which are provided by Bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Contract constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Contract does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES TO PGICH, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY BIDDER.

9.16. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Contract. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing

Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure Contracts containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Contract, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Contract, including all copies, portions and summaries thereof.

9.17. Termination for Material Breach.

Either Party may terminate this Contract immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

9.18. Subcontract:

Bidder may have the right to outsource any part of the Services under this Agreement in consultation with PGICH.

9.19. Governing Law and Dispute Resolution.

This Contract shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon and failing such Contract to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual Contract will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Gautam Budh Nagar Jurisdiction and the award made in pursuance thereof shall be binding on the Parties.

9.20. Venue Allocation:

Bidder shall submit list of exam venues based on the cities wherein PGICH wants to schedule the examination. PGICH shall select the venues from the list of venues submitted by Bidder. Bidder shall further allocate Candidates to the venues selected by the PGICH.

ANNEXURE- I

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) 2021-22	(2) 2022-23	(3) 2023-24
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets• Current Liabilities• Working Capital (b-c)• Current Ratio: Current Assets/Current Liabilities (b/c)			

- Up to date IT return acknowledgement.
- Note: Attach additional sheets, if necessary.

(Signature of Bidder)

ANNEXURE- II

DETAILS OF SIMILAR 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 – III
STRUCTURE OF THE ORGANIZATION

1. Name and address of Bidder:
2. Telephone No. / Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statuses).
 - 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 (attach attested photocopy)
 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. Area of specialization and Interest
9. Any other information considered necessary but not included above.

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)

FINANCIAL BID

(In Indian Rupees)

Table 1

Sr. No.	Particulars	Per Registered Candidate per examination (in figure)	Per Registered Candidate per examination (in words)
1.	Conduct of end-to-end computer-based examination		
2	Application management and Admit card management		

Table 2

Sr. No.	Particulars	Per Question Paper (in figure)	Per Question Paper (in words)
1.	Creation of Question Paper in English with 100 Question in a Question Paper		

- Rates in the financial bid should be quoted inclusive of all costs but exclusive of taxes and duties. All taxes like GST, duties and any statutory levies etc. shall be paid extra on the rates quoted, on actuals, as applicable to the successful bidder.
- Sr. No. 1 of Table 1 will only be considered for financial evaluation.

Date

(Signature of Bidder)