

**UTTAR PRADESH DEVELOPMENT SYSTEMS CORPORATION LTD.  
(UPDESCO)**

**UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow, UP,  
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**REQUEST FOR PROPOSAL (RFP)  
FOR**

**SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE  
EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH**

eBid Reference: GoUP\_Offline\_Exam\_2018\_2

eTender Portal : <http://etender.up.nic.in>

S No.	Particulars	Date	Time
1	Date of Uploading/Publishing of RFP (Downloading of RFP from eTender portal )	25 May 2018	At 1600 Hours
2	eBid Submission Start Date	26 May 2018	From 900 Hours
3	Receiving of Pre-bid queries	11 June 2018	till 1600 Hours
4	Pre-bid meeting at UPDESCO, GoUP	12 June 2018	1200 Hrs
5	eBid Submission End Date	25 June 2018	1200 Hours
6	Opening of Technical eBids	25 June 2018	At 1500 Hours

Place of Opening eBids: Conferencer Room No. 211, Yojana Bhawan,  
Sarojini Naidu Marg, Lucknow, UP, 226001

e-Bid Processing Fee: Rs 59,000/- (including GST)

EMD: Rs 10.00 lacs

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**e-BID NOTICE****FOR****“REQUEST FOR PROPOSAL (RFP) FOR  
SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE  
EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH**

Online eBids are invited from eligible agencies for empanelment with UPDESCO/GoUP (Government of Uttar Pradesh) for “EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH” up to 1200 hours of 25 June 2018. The eBids shall be opened on 25 June 2018 at 1500 Hours at Conference Room No. 211, Yojana Bhawan, Sarojini Naidu Marg, Lucknow - 226001. The details of submission of eBids are provided in the RFP document available on the eTender Portal <http://etender.up.nic.in>. The Department reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director  
UPDESCO

eBid Reference no.: GoUP\_Offline\_Exam\_2018\_2

**Request for Proposal (RFP) for “SELECTION OF AGENCIES FOR  
EMPANELMENT TO CONDUCT OFFLINE  
EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH”**

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Uttar Pradesh Development Systems Corporation Limited on behalf of Government of Uttar Pradesh invites bids for “SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH”. The objective for the selection of agencies is to provide robust system for conducting offline examinations across different departments of the Government.

UPDESCO is a premier Public Sector Undertaking of Government of Uttar Pradesh (GoUP). It was set-up in March, 1977 under the administrative control of Planning Department. In 1999, it was brought under the Department of Information Technology & Electronics (IT&E), GoUP. UPDESCO provides system's back-up to Government and Non-Government Organizations (NGOs). It identifies and estimates the magnitude of problems and suggests the best possible method of improvement.

Information Technology (IT) and IT enabled Services (ITeS) are the core strength of this Public Sector Undertaking (PSU). UPDESCO is a State Nodal Agency for providing services related to IT and ITeS. Its domain ranges from procurement and supply of Computer Hardware, Software, Training, Consultancy and Human Resources.

Over the years, UPDESCO has completed numerous assignments, valued at several million rupees. It was instrumental in setting up the MeitY funded core infrastructure project such as UP State Data Center (SDC).

## SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH”**
2. Bidders are advised to study the eBid document carefully.
3. Submission of eBids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. UPDESCO proposes to empanel reputed agencies for conducting and managing any recruitment related processes for various government departments in Uttar Pradesh. The agencies should possess relevant experience of providing similar services to the government departments / private enterprises. The empanelment of the agencies would be for a definite period.
6. The empanelled bidders would be expected to give their bid every time a department wants to conduct an examination or conduct a process for recruitment. The above mentioned support would be for a definite period and will not amount to employment obligation on part of departments.
7. Bidders will be empanelled at State level for their services in the indicative list of areas defined in Scope of Work in this RFP. The empanelment will be initially for a period of 36 months, which can be extended for further 24 months.
8. The response to this RFP by the bidder needs to be supported by adequate documentary credentials, reflecting Bidder's expertise in similar projects. The selection of agencies for empanelment shall depend on the credentials provided by them with respect to organization capability, capacity, presence and strength of resources.
9. The eBid document is available on eTender portal <http://etender.up.nic.in>. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online along with hard copy of the same on eTender portal <http://etender.up.nic.in>, up to the date and time mentioned in the table below:

e-Bid Reference No.	GoUP_Offline_Exam_2018_2
Purpose	Request For Proposal (RFP) For "SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH"
Date of Uploading/Publication of e-Bid notice	25 May, 2018 on e-Tender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
Last date for submission of e-Bids on e-Tender portal	25 June, 2018 up to 1200 Hours
Site for Submission of e-Bids	eTender Portal <a href="http://etender.up.nic.in">http://etender.up.nic.in</a>
e-Bid Inviting Officer	Managing Director, UPDESCO/GoUP
Pre-bid meeting	12 June, 2018 at 1200 hours Venue: Conference Room No. 211, Yojana Bhawan, Sarojini Naidu Marg, Lucknow - 226001
Date of Opening of Technical eBids	25 June, 2018 at 1500 Hours or afterwards
Venue of Opening of eBids	Conference Room No. 211, Yojana Bhawan, Sarojini Naidu Marg, Lucknow - 226001
UPDESCO email addresses	<a href="mailto:mdupdesco.up@gmail.com">mdupdesco.up@gmail.com</a>
Contact number	0522-2307803
EMD	Rs 10,00,000 /- (Rs Ten Lac only) in the form of Demand Draft or Bank Guarantee issued by a scheduled/ nationalised bank in the name of " Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow. The same would be converted as BG & shall be with UPDESCO during the entire empanelment period.
Tender Fee	Rs 59,000 /- (Rs fifty nine thousand only) in form of Demand Draft issued by a scheduled/ nationalised bank in the name of " Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow

UPDESCO/GoUP reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.

10. The Bidders must upload all the required documents electronically in the PDF format only on eTender portal <http://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal <http://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

## SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

### 1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- 1 "Purchaser" means the Purchaser with which the selected Bidder will sign the Contract for the service. In this Project, the purchaser will be the concerned department of GoUP for which the task will be performed and "e-Bid" means the Technical proposal.
- 2 "Client Department" or "Department" means the entity willing to conduct examination
- 3 "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the agencies for empanelment to carry out the work mentioned in this tender document.
- 4 "Scope of work" (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 5 "The Contract" means the agreement entered into between Client Department and the selected empanelled agencies, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 6 "The Contract rates" mean the charges for providing services to execute the assignment shall be payable to the selected empanelled agencies under the Contract/Work Order for the full and proper performance of its contractual obligations with the various departments of Uttar Pradesh;
- 7 "Day" means a calendar day.

### 2. THE BIDDING DOCUMENT

#### 1. Availability of eTender Document

This eTender document is available on the eTender portal <http://etender.up.nic.in> to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal <http://etender.up.nic.in> and also hard copy of the same in the office of UPDESCO.

#### 2. Contents of eTender Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the eTender document. The eTender document includes:

- SECTION-I : LETTER OF INVITATION
- SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III : TERMS OF REFERENCE(TOR) AND SCOPE OF WORK (SOW)
- SECTION-IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : Technical Proposal Submission Form (Annexure I-III)
- Format of Proforma of Bank Guarantee towards Performance Security (Annexure IV)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the eTender documents. Failure to furnish all the information required as per the Bidding documents or submission of an eBid not responsive to the eTender document in every respect will be at the Bidder's risk and may result in the rejection of his eBid.

### 3. Clarifications of eTender Documents

A prospective Bidder requiring any clarification of the eTender documents may raise his point of clarification to UPDESCO, GoUP's e-mail [mdupdesco.up@gmail.com](mailto:mdupdesco.up@gmail.com) and [updesco@nic.in](mailto:updesco@nic.in) in the form of .pdf file and also editable (Word or Excel) file.

### 4. Amendment of eTender Document

At any time prior to the deadline for submission of eBids, the UPDESCO, GoUP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/uploaded on the eTender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <http://etender.up.nic.in> from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the UPDESCO/GoUP shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, UPDESCO/GoUP at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <http://etender.up.nic.in>.

### 3. PREPARATION & SUBMISSION OF eBIDS

#### 1. Documents constituting the eBid

The eBids prepared by the Bidder shall comprise of Technical Proposal Submission Form (Annexure I, II and III) and other documents required for eligibility criteria and technical evaluation criteria

#### 2. Documents Establishing Bidder's Qualification

The Bidder shall furnish documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in the eTender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBid portal.

#### 3. Period of Validity of eBids.

e-Bids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPDESCO/GoUP. An eBid with validity of a shorter period than specified shall be rejected by the UPDESCO/GoUP as non-responsive.

#### 4. Format and Signing of eBids

The person authorized to sign the eBids before converting them into PDF and uploading them as bidding documents shall also sign all the pages/documents of the eBid.

#### 5. Submission of eBids

The eBid Submission module of eTender portal <http://etender.up.nic.in> enables the bidders to submit the eBid online against the eTender published by the UPDESCO/GoUP. Bid Submission can be done only from the Bid Submission start date and time till the eBid Submission end date and time given in the eBid. Bidders should start the eBid Submission process well in advance so that they can submit their eBid in time. The Bidders should submit their Bids considering the server time displayed in the eTender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the eTender schedule. Once the eBid submission date and time is over the Bidders cannot submit their eBid. For delay in submission of eBids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their eBids: For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow - 226001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal <http://etender.up.nic.in>. The Bidders may contact UPDESCO at the contact details given in Section I of eTender document.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of UPDESCO, for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPDESCO's website, along with the payment of fee of Rs 1704/- per person, The Bidder is also advised to register his/her DSC on eTender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this eTender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before eBid submission date starts. UPDESCO shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the eBid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to eBid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study it carefully. The Bidder should keep all the documents ready as per the requirements of eBid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. (Annexure "I" to Annexure "III") of this eBid(RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in

original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

**6. Deadline for Submission of eBids**

e-Bids must be submitted by the Bidders on eTender portal <http://etender.up.nic.in>, not later than the date and time specified in this eTender document.

UPDESCO may extend this deadline for submission of eBids by amending the eTender document, in which case all rights and obligations of UPDESCO and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPDESCO shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. e-Bids should be uploaded on eTender portal <http://etender.up.nic.in> on or before the date and time as mentioned in Section I.

**7. Late e-Bids**

The server time indicated in the Bid Management window on the eTender portal <http://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

**8. Withdrawal and Resubmission of e-Bids**

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal <http://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 9 (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

No eBids can be resubmitted subsequently after the deadline for submission of e-Bids.

**9. Receipt and Opening of eBids by the Purchaser**

Bidders are advised to submit their eBids with for eligibility and Technical criteria and other documents on eTender portal. Please note that prices should not be quoted in the Technical Bid.

On receipt on eTender portal, the technical proposals will be opened by Tender Evaluation Committee (TEC) members in the office of UPDESCO, U.P.

UPDESCO/GoUP will open all eBids, in the presence of bidder's authorized representatives who choose to attend at venue, date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

The Technical Bids of only those Bidders shall be further evaluated who fulfil the Pre Qualification criteria as given in the RFP

#### **10. Cost of preparation of eBids to be borne by the Bidder**

Cost of preparation of the eBids shall be borne by the Bidder regardless of the outcome of the bids.

#### **11. Notification of Award to Bidder**

Prior to the expiry of the Bid validity period, UPDESCO/GoUP will notify the successful bidders in writing or by fax or email, to be confirmed in writing by letter (LoI) of empanelment.

#### **12. Failure to abide by Empanelment**

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of empanelment, in which event UPDESCO/GoUP may annul the empanelment and UPDESCO/Client Department may also take any other suitable actions against such bidder like forfeiture of Performance Bank Guarantee.

#### **13. Bank Guarantee for Performance**

The empanelled Bidder shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Scheduled Bank acceptable to the client Department, payable on demand, for due performance and fulfilment of the Agreement by the Bidder. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work order/ LoI to the empanelled bidder by the client department.

All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the empanelled Bidder. The Performance Guarantee shall be valid for six months beyond the contract/ agreement period. The Performance Bank Guarantee may be discharged/ returned by the client Department upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Bank Guarantee.

## SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

### Background:

UPDESCO, a Public sector Undertaking of IT & Electronics Department, GoUP has been assigned responsibility to empanel Agencies having experience of conducting Online & Offline exams.

### 1. Scope of Work for Offline (OMR Based) Examination

UPDESCO invites agencies who can take responsibility to conduct offline (OMR) based examinations for various departments in the state. The scope of the work will include but not limited to carrying out all activities of pre examination, examination and post examination phase as per requirement of various departments of Uttar Pradesh. GoUP is looking for an end to end Examination Solution/ Platform where multiple exams can be conducted simultaneously by different departments. The selected agencies are expected to take responsibility of entire examination lifecycle with highest level of integrity, security and meticulously perform it in a professional way. Bidder shall adhere to following scope:

#### 1.1.1 Application Handling:

- The Bidder should design the application for candidates to register themselves for the offline (OMR based) Examination. Bidder would require to integrate online payment gateway with advised vendors.
- The generated database must include all the details entered in the application forms completely with 100% accuracy.
- 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 should make provisions for admit card download with randomization of exam center as per the requirement of client department.
- The bidder should have all the necessary components and dependency of source code of the examination system in place so that any change required can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes.

#### 1.1.2 Question Paper work

One of the most critical aspects for examination is the security of question paper content for the entire exam life cycle.

### Content Creation Process

1. For each shift Bidder shall prepare two question papers one primary and one backup as per the syllabus / guidelines provided by the client department. The client department shall provide the bidder syllabus of the question paper and details of difficulty level.
2. Each question paper should have multiple sets of question paper (as per client department requirement) with same question but with change sequence. The standard of difficulty in each question paper would be of same nature.
3. Randomisation of questions across all the sets should be ensured.
4. If there are multiple shifts then difficulty level in each set should be the same.
5. The sets should be in bi-lingual language (Hindi and English). Translation of question papers shall also be done by the Bidder.
6. Question paper design as such should be printed on quality white / off white paper with thickness 56 GSM or more.
7. Each question papers staple from left hand side twice and sealed from other three sides
8. Supply of question paper to all the centres should be as per the count of candidates - In offline exam Question Paper creation and distribution should be lie with bidder so that in case of leakage responsibility can be fixed.
9. Bidder is the owner of the end to end Question Paper creation process and shall have the ownership of content creation, printing of Question Paper, securing the QP in sealed envelope, distribution to exam center and collection of unused Question Paper.

Role of Bidder shall also include:

- i Secured printing of the question paper
- ii Collection of Question paper at and from the examination center shall be handled by Bidder.

#### **1.2.3 OMR Answer Sheet designing, printing and Supply:**

Role of Bidder will include:-

- i OMR answer sheet design (Ball point pen / pencil markable)
- ii Providing of OMR answer sheets with provision for carbonless copy.
- iii Delivery and collection of OMR Answer Sheets at and from examination centers.
- iv The Bidder will take necessary steps for scanning of the OMR sheets at the centralised client department premises immediately after the exam is conducted in presence of the authorized representative of the client department and hand over the OMR sheets to the client department.
- v Thickness of original OMR sheet shall be minimum 105 gsm while that of copies would be minimum 60 gsm. The three leaves of the OMR sheets shall be printed in different colours.
- vi The bidder shall also provide necessary packing materials for packing of the OMR sheets (tamper-proof envelopes) at the examination center for proper packing and dispatch the same to the client department.

### **1.2.4 Conduct of Examination**

Role of Bidder will include: -

- I. The Bidder shall identify required exam centres as per the client department requirement in cities of Uttar Pradesh which shall be finalised by the department. The centers should be well connected with railway stations & bus stands and preferably be government schools/ colleges. Exam centers should be neat & clean secured place with proper ventilation, light and fan, fresh drinking water, proper sitting arrangement, fire-fighting instrument in working condition, first aid box and other basic amenities
- II. The exam center should have a safe and secure place adequately guarded for keeping the examination papers and other related material
- III. Ensuring physical security including at exam center (The objective of physical security is to safeguard personnel, information, equipment, IT/ Non IT infrastructure, CCTV, facilities and any other assets at the examination center and other strategic places.) The client department shall seek support from district administration for sufficient security arrangement.
- IV. Providing of Center-wise, Roll No. wise, Name wise list of Respondents
- V. Deployment of center superintendent, invigilators and other staff at each Centre
- VI. Pre-defined center seating arrangement/ plan
- VII. List of candidates with roll number appearing at each examination center
- VIII. Room wise attendance sheet with roll number, colour photograph, signatures of candidate and desk slips
- IX. Supply of various report forms which are to be filled by the center in-charge
- X. Supply of tamper-proof packaging material for packing of attendance sheets and other materials comprising labelled envelopes for easy handling and administration
- XI. Dispatch of sealed question paper & OMR sheets to Centre Superintendent
- XII. Providing of instructions to test centres.
- XIII. The candidate's, biometric (photograph/ fingerprint) shall be captured and uploaded to Bidder's data center in a secured manner. This information shall be used to cross check the identity of the candidate at the next stages of examination.
- XIV. Sufficient number of devices shall be deployed at each examination center. For each candidate, details shall be entered into the device and physical verification with photograph displayed on the device shall be done. If the photo matches, fingerprint etc. shall be captured on the biometric device.
- XV. The bidder shall monitor and supervise Exam Centre activities on monitoring control room equipped with all the necessary equipment to be installed by the Bidder. The data should be real time data generated from each Exam Centre during the examination. The monitoring shall be done through various tools available such as CCTV, messages, call center, biometric attendance as well as biometric verification etc.
- XVI. The bidder shall deploy one center superintendent, adequate number of invigilators and other support staff at each examination center.
- XVII. The bidder shall prepare a standard examination procedure in consultation with the client department.

- XVIII. The bidder shall allot examination centers to candidates as per the instructions of client department
- XIX. The bidder would conduct centre preparedness exercise a day before the exam in coordination with client department.

Collection of test materials e.g. unused question papers, answer sheets, Admit cards on completion of examination and their sealing should be done under joint supervision of examination observer, center superintendent and authorized officers. The answer sheet should be in triplicate. Immediately after completion of the test, the candidate's carbonless copy of the answer sheets should be handed over to the candidates concerned. The second carbonless copy should be separated, sealed and kept at client department premises to assist in case of dispute. Each copy shall have the same bar code Exams should be conducted under adequate security management from district administration.

### **1.2.5 Post Examination Activities:**

#### **A.**

- i Opening of sealed answer sheets and tallying with attendance sheet to ascertain absentee data. A report along with the attendance sheet to be sent to examination Section of the client department.
- ii Double scanning of answer sheets with scanners of different threshold value in the presence of the client department and the selected Agency.
- iii Identification of double marking and other errors, highlighted by OMR machine / scanners.
- iv Answer Database to be compared with correct answers to give the score for each Respondent.
- v Scanned data of the recruitment process in signed CD/DVD is to be submitted by the bidder to the client department in sealed envelope on daily basis or periodically as specified by the client department.
- vi Perform manual counter checking of results randomly
- vii Generate checklist of error records and absentees
- vii Jumbling index, key answers for sets (number as pre-defined by the client department) of question papers.
- viii Final processing of answer data
- ix Generation of merit list of candidates for each category as per the guidelines received from client department.

#### **B.**

- i The bidder shall upload the answer key of all the series of question papers for candidates' responses for three days (or as required by the client department) from the last day last sitting of the examination of the respective posts.
- ii The bidder should be able to provide response sheet to candidate in the form of evaluated scanned OMR sheet, with number of correct and wrong answer.

- iii Sealed answer sheets shall be brought to a centralised client department premises from all the examination centres for safe, secured and confidential scanning.
- iv The candidates are at liberty to lodge their complaint in the designated website, if any, with regard to their examination result and the Bidder will dispose of all the complaints received through website, in consultation with the concerned client department
- v The Bidder will keep the portal open for 3 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 5 days.
- vi The bidder shall monitor and supervise exam centre activities on monitoring console to be installed by the bidder.
- vii Mismatch settlement in case asked by the client department. A signed copy of the same shall be shared by the bidder with the end client department.
- viii The Bidder shall provide documented inputs and support for handling
  - a Candidates queries
  - b RTI queries
  - c Court Cases

**1.2.6 Question Paper Management**

- The bidder will be responsible for Administration, Moderation of Question Paper for Various Examinations.
- Questions will be of MCQ type
- The question paper can be bilingual (English and Hindi)

**Apart from the above, the bidder shall also support the concerned Department as per the requirement**

- 1) Assistance in counseling post examination
- 2) Assistance in conducting interview
- 3) Facilitating Physical test
- 4) Facilitating health test wherever applicable
- 5) Assistance in online police verification wherever applicable

Police deployment is beyond the bidder's scope of work

A helpline number will be provided by the bidder with SMS and email facility for answering queries of the candidates which shall be available throughout the recruitment process.

Confidentiality, Security & Sanctity shall be the responsibility of the Bidder. The Bidder is expected to help Department in conducting the exam with confidentiality & utmost quality standards. The Bidder shall be held responsible for any data theft, leakage or any adverse situation arises due to Bidder's action or under Bidder's scope of work.

The bidder must possess Cert-IN at the time of empanelment. The client department will decide the requirement of STQC of software application to be used in examination process.

**The aforesaid scope of work is indicative in nature and the actual scope, responsibilities, requirements and activities may get changed as per the requirement of the examinations, by the concerned department**

## 1.2 Scale of Operations:-

The scale of operations will be defined by the respective departments at the time of engagement in the scope of work for conducting the examinations.

### 1. Resource Deployment ( Eligibility Criteria and Qualifications) :

The agency need to deploy adequate resources as per the need of the respective departments individually to successfully conduct the examination and any process thereafter. The detailed criteria of the required resources may or may not be given by the client departments

### 2. Project Deliverables and Payment:

The detailed breakup of payment would be shared by the individual departments along with the scope of work and details of assignment at the time of calling Financial Bids.

#### Note:

- Consortiums or sub – contracting will not be allowed.
- Duration of empanelment would be of 36 months which may be extended further for 24 months.

The aforesaid scope of work is indicative in nature and the actual scope, responsibilities, requirements and activities may get changed as per the requirement of the examinations, by the concerned department

## SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

UPDESCO aims to empanel agencies having relevant experience of conducting and managing the offline examination process. Bidders shall be empanelled at State level for conducting the exams and assist in the processes after the exams for indicative list of areas defined in Scope of Work in this RFP. The evaluation of the eBids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by UPDESCO/ GoUP consisting of members from finance, legal and technical department of UPDESCO/ GoUP.

Those bids will be summarily rejected as being non responsive which are unsigned, incomplete, not responding to the TOR fully/ properly or with lesser validity than that prescribed in the RFP.

The bid evaluation for empanelment shall be conducted by the Tender Evaluation Committee in below two stages:

1. Eligibility Criteria
2. Technical Evaluation Criteria

**1. Eligibility Criteria:** All of the below eligibility criteria are to be met to qualify for technical evaluation

S. No.	Eligibility Criteria	Documents Required
1	The agency must be a company/ firm registered in India under the Companies Act, 1956/ 2013 for at least three years as on bid submission date	Certificate of Incorporation
2	Average annual turnover of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 15Crore	Audited Financial statement or CA Certificate
3	Average annual turnover of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 5 Crore	CA Certificate
4	The bidder should have positive net worth for last three financial years i.e. (FY 14-15, FY 15-16 and FY 16-17)	CA Certificate
5	The bidder should have at least 200 employees on its payroll	Certificate from Company Secretary/Certificate from HR Head counter signed by Authorized signatory
6	The bidder should have valid GST Identification no.	GSTIN Certificate

S. No.	Eligibility Criteria	Documents Required
7	The bidder must have successfully executed 5 Offline {OMR based} examination against different advertisements in India of minimum value of INR 1Crores each in last 5 years	LOI/Contract/Client certificate / Work Order
8	The bidder must have conducted offline exam with 5,00,000 or more candidates involving OMR sheets and database generation in a single offline examination.	LOI/Contract/ Client certificate / Work Order/ Authorised signatory certificate
9	The bidder must own the complete source code of the software being used for conducting the exam. They must have the copyright of the source code and all its components.	Self-declaration by the authorised signatory
10	The bidder must have primary data center with DR site infrastructure for data Security. Both the Data Centres should be located in India in different seismic zones.  The Bidder may also use the services of MeitY empanelled DC & DR/cloud service providers with the prerequisites as mentioned Annexure VI	Self-declaration by the authorised signatory
11	The bidder must have ISO 9001 & ISO 27001 certification.	Copy of certificates
12	The bidder should not be blacklisted by the central government/ any State Government/ Public Sector Units in India	Self-declaration by the authorised signatory
13	Authorisation of Bidder's signatory	Power of Attorney/ Board Resolution
14	The Bidder shall have to submit an affidavit that the Bidder has not been involved in any project anywhere in India wherein examination paper has been leaked or fraudulent activity has happened during the entire examination process	Affidavit

**2. Technical Evaluation Criteria**

The bidder(s) fulfilling the eligibility criteria shall be considered for Technical evaluation. The criteria for technical evaluation is as follows:

S. No.	Evaluation Criteria	Maximum Marks	Document Required
<b>1.</b>	<b>Experience of Bidder</b>	<b>100</b>	
1.1	Average Annual Turnover (AAT) of the bidder from offline exam projects in last three financial years	20	CA Certificate

S. No.	Evaluation Criteria	Maximum Marks	Document Required
	(FY14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ AAT ≤ INR 20 Cr: 5 marks INR 20 Cr < AAT ≤ INR 25 Cr: 10 marks INR 25Cr < AAT ≤ INR 30 Cr: 15 marks INR 30 Cr < AAT: 20 marks		
1.2	Number of employees on bidder's payroll:  200 – 300: 4 marks 301 – 400: 8 marks 401 – 500: 12 marks 501 – 600: 16 marks Greater than 600 employees: 20 marks	20	Certificate from the Company Secretary/ Self-certification signed by HR head and counter signed by Authorized signatory
1.3	•Understanding of the scope of the project, Project Approach and methodology, Project Plan and Challenges Faced - <b>5 Marks</b> •Completeness and comprehensiveness of Solution, Scalability handling, Best practices etc. - <b>5 Marks</b> •Functional Demonstration of Solution and Design - <b>5 Marks</b> <b>Maximum Marks- 15</b>	15	Presentation
1.4	Experience of having execution of end to end recruitment/ exam processing work for government/ any State Government/ Public Sector Units in India  3 marks for each project.	15	Copy of Work Order / LOI / LOA / Agreement / Client certificate / Completion certificate
1.5	Prior experience of scanning OMR sheets & database generation in a single examination 5Lakhs ≤ Number of OMR sheet ≤ 6Lakhs: 2.5marks 6 Lakhs < Number of OMR sheet < 7Lakhs: 5 marks 7 Lakhs < Number of OMR sheet ≤ 8 Lakhs: 7.5 marks 8Lakhs < Number of OMR sheet: 10 marks	10	Copy of Work Order / LOI / LOA / Agreement / Client certificate / Completion certificate
1.6	The bidder must have authorized and globally accepted relevant certifications • ISO 9001 : 2 Marks • ISO 20000-1 : 2 Marks • ISO 27001 : 2 Marks • CERT-In : 3 Marks The Bidder's maturity in software development based on • CMMi Level 3-----1 Mark <b>Maximum Marks : 10 Marks</b>	10	Valid copy of certificate

S. No.	Evaluation Criteria	Maximum Marks	Document Required
1.6	Number of biometric captured in offline exam per shift • 2,50,000 – 3,00,000: 5 marks • 3,00,001 – 3,50,000: 7 marks • More than 3,50,000: 10 marks	10	Authorised signatory declaration
	<b>Total</b>	<b>100</b>	

Bidder has to score minimum 60 marks to be technically qualified.

**3. Methodology for Selection of agencies for empanelment**

- The bidders qualifying the technical evaluation criteria as per the Tender Evaluation Committee shall be issued Letter of Empanelment by GoUP.
- The list of empanelled bidders shall be shared with the departments of Government of Uttar Pradesh.
- The concerned client department(s) shall share the detailed requirement (including scope of work, selection criteria etc.) with the empanelled agencies before calling of Financial Bids.
- Empanelled agencies will be required to submit the Financial bid as a response to the requirement
- The empanelled agencies whose Financial bid is found to be most responsive as per the selection criteria prescribed by the client department would be awarded the work order/contract by the client department.

**4. Negotiations**

Normally, there would be no post RFP negotiations.

**5. Award of Empanelment**

The bidders qualifying the technical evaluation criteria as per the Tender Evaluation Committee shall be issued Letter of Empanelment by GoUP.

**6. Contract Agreement**

- The end Client Department will sign a separate agreement with the empanelled selected bidder. All the terms and conditions shall also be applicable under the Contract as per the RFP for empanelment.

**7. Confidentiality**

The selected firm will treat all data and information as confidential about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

## SECTION V – STANDARD TERMS AND CONDITIONS

Without limitation on the generality of this rule, agency shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the assignment has been awarded to the agency

### Format of Agreement

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_, 2018, between \_\_\_\_\_ (hereinafter referred to as the "Client Department" which term or expression, unless excluded or repugnant to the subject or context, shall mean and include its successors-in office and assignees) of the First Part and M/s \_\_\_\_\_ (herein after called the "Agency") of the Second Part.

### WHEREAS

- a) Client Department intends to conduct online examination for the post of ..... using the services of Agency M/s ..... as per the Scope of Work described in the RFP for empanelment and as described in the Financial Bid document published by the Client Department.
- b) The Agency in pursuance of its Technical and Financial proposal shall undertake the work for Client Department as per scope and scale of examination requirements defined in the Technical and Financial proposals.
- c) The selected Agency shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Nationalised/Scheduled Bank valid till 6 months beyond the contract period payable on demand, for due performance and fulfilment of the Agreement by the Agency. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work Order/ LoI to the empanelled bidder by the client department.
- d) All the terms and conditions shall also be applicable as per the empanelment under the agreement signed between end client department and Successful Bidder.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Agreement:

- (a) Annexures of the Agreement
- (b) Request for Proposal (RFP) and Corrigendum uploaded for Empanelment
- (c) Financial Proposal of Client Department
- (d) Financial Bid submitted by selected Agency

2. The mutual rights and obligations of the "Client Department" and the "Agency" shall be as set forth in the Agreement,

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

In presence of

Signed by

(Witnesses)

For and on behalf of Client Department

(i)

(ii)

(Authorized Representative)

(Witnesses)

For and on behalf of Agency

(i)

(ii)

(Authorized Representative)

**1.Application**

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

**2. Conflict of Interest**

The selected firm shall not receive any remuneration in connection with the assignment except as provided in the contract. The selected firm and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services" under the ongoing contract. The selected firm should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Firm services shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in

the best interest of the Employer. Without limitation on the generality of the foregoing, firm services shall not be hired, under the circumstances set forth below:

- a. Conflict between firm activities and procurement of goods, works or services: A Firm's concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a firm concern hired to provide desired services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Relationship with Employer's staff: Firms employees (including their personnel an sub-contractors) that have a business or family relationship with such member(s) of the Employees (UPDESCO/UPLC/GoUP) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (I)The preparation of the TOR of the contract,
  - (ii) The selection process for such contract, or
  - (iii) Supervision of such contract;

The bidder may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of firm's work.

**3. Unfair Competitive Advantage**

Fairness and transparency in the selection process require that firm or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided desired services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed firms together.

**4. Disclaimer clause**

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

**5. Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or departments 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

**6. Disclosure of Interests and Links**

The Bidders should disclose whether the Bidder (of this RFP) Company or its any of its associated company/firm/society or any entity with business interest, are already empanelled with or have applied for their empanelment with UPDESCO/UPLC/Client Department under any of the business activities such as Software or Hardware or Computer Education and Training, etc. or with business interest, any of the subsequent implementation job concerned with the Project.

The Bidders should also disclose whether the Bidder Company or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Evaluation Committee members or its family members of his/hers, associated this RFP. The bids of such bidders will not be considered.

**7. Standards of Performance**

The selected firm shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The firm shall always act in respect of any matter relating to this contract as faithful advisor to UPDESCO/UPLC/Client Department. The firm and their employees shall always support and safeguard the legitimate interests of the UPDESCO/Client Department in any dealings with the third party. The empanelled firm shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The selected firm shall conform to the standards laid down in the RFP in totality.

**8. Firm Personnel**

- a) The firm shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. It is desirable from the firm to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Firm shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- c) If Client Department requests to replace resource(s), then firm shall be required to replace the resource(s) within agreed time from the date of request raised.

**9. Applicable Law**

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

**10. Assignment and Subcontracting**

- a) Selected firm shall not assign or transfer this contract or part thereof to any other party without written consent of the Client Department.
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

**11. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the firm 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 any charge mortgage or lien. The firm shall be indemnify the UPDESCO/UPLC/Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the firm, the UPDESCO/UPLC/Client Department shall be defended in the defence of such proceedings.

**12. Governing Language**

The 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/Hindi.

**13. Payment Terms**

Payment shall be released to the concerned firm as per the terms and conditions of the contract awarded to the concerned firm by the respected department and review of the progress in project.

**14. Taxes**

The Bidder may be subject to all applicable taxes (such as GST) on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc. if any will be deducted from the amount payable to the selected firm

**15. Termination of Contract**

The Firm's association with the Client Department/GoUP will terminate in case of following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.

**16. Termination for Insolvency, Dissolution etc.**

The GoUP may at any time terminate the Contract by giving written notice to the empanelled firm, if the empanelled firm becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the firm, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the UPDESCO/GoUP.

**17. Limitation of Liability**

Limitation of Liability towards the firm shall not exceed the contract value.

**18. Error free processing**

In view of the nature of work, the 100% error free processing of the examination process at all stages is expected. If the selected bidder commits error and fails to conduct various examination process to the satisfaction of the client department, the client department reserves the right to cancel the particular/ whole process and direct the agency to again conduct that that particular/ whole process for which no additional payment shall be made to the agency by the client department. If due to errors committed by the agency, the client department cancels the examination process and it is decided by the client department to not to proceed with the same agency for conducting the examination process again, the client department may terminate the contract with the selected agency and the department shall not be liable to make any payment whatsoever to the agency

## 19. Penalty

Penalties shall be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as stated by the client department.

## 20. Fraud and Corruption

The Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Client Department/GoUP:

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
  - “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the “GoUP” and includes collusive practices amongst firm employees (prior to or after submission of proposals) with Service Provider empanelled with UPDESCO/GoUP, designed to establish prices at artificial, non-competitive levels and to deprive the “GoUP” of the benefits of free and open competition.
- ❖ Will reject a proposal for award if it determines that the firm recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the firm’s contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a “GoUP” contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in getting or executing the “GoUP” contract;
- ❖ Will have the right to have them audited by auditors appointed by the “UPDESCO, GoUP”
- ❖ Will cancel the contract if at any stage it comes to know that the selected firm has any relation with any of the members of Evaluation Committee (EC) or the decision making authorities.

## 21. Arbitration

- a. Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator. Principal Secretary (Client Department), GoUP or an officer nominated

by him shall be the Arbitrator to both the parties. The Provision of Arbitration and Conciliation Act 1996 shall apply. The Arbitration shall be held in Lucknow, India.  
b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.

**21. Additional clause**

The client department shall be at the liberty to impose any conditions above and beyond those stated under the RFP in the interest of the examination process in line with the extant government regulations, orders and directions

**Annexure -I**

**SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM**

**BIDDING FIRM'S GENERAL INFORMATION**

S. No	Particulars	Description/Details	Reference Documents	Page No.
A	Name of Bidding company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	Name of Managing Director / CEO			
D	Name, Designation & email of Authorized signatory			

Signature .....

In the capacity of .....

Duly authorized to sign proposal for and on behalf of .....

Date.....

Place.....

### TASK ASSIGNMENTS

#### Project Experience Details

S. No	Details	
1.	Project Name	
2.	Client Name & Details	
3.	Project Value (INR)	
4.	Project Description	
5.	Services Provided by the Firm	

Signature .....

In the capacity of .....

Duly authorized to sign proposal for and on behalf of .....

Date.....

Place.....

**PROPOSAL SUBMISSION FORM**

(On letter head of Bidder)

To,

The Managing Director  
UPDESCO,  
Uptron building,  
Gomti Nagar, Lucknow

Ref: Submission of Proposal against your Tender Reference No: .....

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. GoUP\_Offline\_Exam\_2018\_2 for **“SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH”** by the UPDESCO, U.P. in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. **We hereby declare that we have not been blacklisted by any State/Central/UT Government Department/Public Sector Undertaking.**
5. **We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Department /Public Sector Undertaking.**
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behaviour and we shall be responsible for any such acts.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988.”
8. We understand that UPDESCO is not bound to accept any or all bids received in response to this Tender.

- 9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. GoUP\_Offline\_Exam\_2018\_2 for selection of Firm against this tender.
- 10. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPDESCO in case we are selected as Firm against this tender by the UPDESCO.

We remain,

Yours sincerely,

Authorized Signature:  
Name and Title of Signatory: Seal of Bidder Company

# FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

## PERFORMANCE GUARANTEE

Ref No.....

Bank Guarantee No

Dated : .....

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(s)") from the demand, under the terms and conditions of an Agreement, dated made between and for (hereinafter called "the said Agreement"), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees ..... only) we, ..... (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request /contractor(s)/, do hereby undertake to pay to the Government an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, (indicate name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations

hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s).
- 7. We, (indicate name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_ (Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

- 1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
- 2. The expiry date as mentioned in the RFP (RFP Ref No. ....) should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

## RECOMMENDATIONS TO GOVERNMENT DEPARTMENTS FOR SELECTING AGENCY

Following is the recommendation for the Department for selection of the Agency to conduct the examination. However, the Departments are free to modify the below criteria as per their suitability, Scope of work, Scale of the examination & project requirement:

The departments may use one of the below two methods for selection of agency:

1. QCBS method
2. LI Method

### 1. QCBS method

In a particular case of selection of bidder, the bidder would be technically evaluated out of 100 marks. Bids receiving 60 marks and above would qualify for Financial Evaluation and the weightage of the Technical Bids and Financial Bids as 70:30.

The Selected bidder shall be the first ranked bidder (having the highest combined score).

As an example, the following procedure can be followed. In response to the RFP, 3 proposals, A, B & C were received. The technical evaluation committee awarded 70, 80 and 90 marks respectively. The minimum qualifying marks were 60. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The evaluation committee examined the financial proposals and evaluated the quoted prices as under: Proposal A Rs. 120. B Rs. 100.

C Rs. 110.

Using the formula  $LEC \times 100/EC$ , where LEC stands for Lowest Evaluated Cost and EC stands for Evaluated Cost, the committee gave them the following points for financial proposals:

- A:  $100 \times 100 / 120 = 83$  points
- B:  $100 \times 100 / 100 = 100$  points
- C:  $100 \times 100 / 110 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined Technical and Financial score as under:

- Proposal A:  $70 \times 0.70 + 83 \times 0.30 = 73.9$  points
- Proposal B:  $80 \times 0.70 + 100 \times 0.30 = 86$  points
- Proposal C:  $90 \times 0.70 + 91 \times 0.30 = 90.3$  points

The three proposals in the combined technical and financial evaluation were ranked as under:

- Proposal A: 73.9 points H3
- Proposal B: 86 points H2
- Proposal C: 90.3 points H1

Proposal C at the evaluated cost of Rs. 110 was, therefore, declared as winner and recommended for negotiations/approval, to the competent authority.

### Technical Evaluation for OMR Based Examination

Technical Criterion selection and marks allocation against different evaluation criterion lies with respective department. Department can increase/ decrease these parameters based on their requirement.

S. No.	Evaluation Criteria	Maximum Marks	Document Required
<b>1.</b>	<b>Experience of Bidder</b>	<b>100</b>	
1.1	The bidder should have executed similar projects with X candidate count (conduct of Offline (OMR Based) Examination) against different advertisements in India, (X = Department needs to put the candidate count, based on its expected candidate count) over a period of last 3 financial years.  5 marks per Exam	25	Copy of Work Order/ LOA / LOI / Client Certificate / Agreement / Completion Certificate
1.2	Average annual turnover (AAT) from Assessment Business for the period 2014-15,2015-2016, 2016 – 2017 X Years <ul style="list-style-type: none"> <li>• 15Cr ≤ AAT &lt; 25 Cr: 5 marks</li> <li>• 25Cr ≤ AAT &lt; 50 Cr: 10 marks</li> <li>• 50 Cr ≤ AAT: 20 marks</li> </ul>	20	CA Certified Balance Sheet
1.3	The firm should have at least X employees on payroll of the Bidder  (X = Expected No of Candidate Count/500 * 3 + 50)  a) Trained Manpower – 2 per 500 candidates b) Support Staff – 1 per 500 candidates c) 50 Technical Manpower  5 Marks shall be awarded for every additional 100 employees (or as decided by the Department)	25	Certificate from the Company Secretary / HR Head

1.4	The bidder must have authorized and globally accepted software certifications  a)CMM I Level 3 Certification in Software Development and Service: 3 marks  b) CMM I Level 5 Certification in Software Development and Service: 5 marks	5	Valid copy of certificate
1.5	Prior experience of scanning X number of OMR sheets & database generation in a single examination  5 Marks to be awarded for every additional 1 Lakh OMRs	15	Copy of Work Order/ LOA / LOI / Client Certificate / Agreement / Completion Certificate
1.6	Technical presentation to Evaluation Committee. Presentation may be evaluated on the following parameters:  • Organization' capability and strengths • Similar Experience • Approach and Methodology • Work Plan	10	Presentation to Evaluation Committee
	<b>Total</b>	<b>100</b>	

**L1 method**  
**Technical Evaluation for Offline (OMR Based) Examination**

Technical Criterion selection and marks allocation against different evaluation criterion lies with respective department. Department can modify/change these parameters based on their requirement.

S. No.	Evaluation Criteria	Maximum Marks	Document Required
<b>1.</b>	<b>Experience of Bidder</b>	<b>100</b>	
1.1	The bidder should have executed similar projects with X candidate count (conduct of Offline (OMR Based) Examination) against different advertisements in India, (X = Department needs to put the candidate count, based on its expected candidate count) over a period of last 3 financial years.  5 marks per Exam	25	Copy of Work Order/ LOA / LOI / Client Certificate / Agreement / Completion Certificate
1.2	Average annual turnover (AAT) from Assessment Business for the period 2014-15, 2015-2016, 2016 – 2017 X Years <ul style="list-style-type: none"> <li>• <math>15Cr \leq AAT &lt; 25 Cr</math>: 5 marks</li> <li>• <math>25Cr \leq AAT &lt; 50 Cr</math>: 10 marks</li> <li>• <math>50 Cr \leq AAT</math>: 20 marks</li> </ul>	20	CA Certified Balance Sheet
1.3	The firm should have at least X employees on payroll of the Bidder  (X = Expected No of Candidate Count/500 *3 + 50)  a) Trained Manpower – 2 per 500 candidates d) Support Staff – 1 per 500 candidates e) 50 Technical Manpower  5 Marks shall be awarded for every additional 100 employees (or as decided by the Department)	25	Certificate from the Company Secretary / HR Head

1.4	The bidder must have authorized and globally accepted software certifications  a) CMM I Level 3 Certification in Software Development and Service: 3 marks  b) CMM I Level 5 Certification in Software Development and Service: 5 marks	5	Valid copy of certificate
1.5	Prior experience of scanning X number of OMR sheets & database generation in a single examination  5 Marks to be awarded for every additional 1 Lakh OMRs	15	Copy of Work Order/ LOA / LOI / Client Certificate / Agreement / Completion Certificate
1.6	Technical presentation to Evaluation Committee. Presentation may be evaluated on the following parameters:  <ul style="list-style-type: none"> <li>• Organization' capability and strengths</li> <li>• Similar Experience</li> <li>• Approach and Methodology</li> <li>• Work Plan</li> </ul>	10	Presentation to Evaluation Committee
	<b>Total</b>	<b>100</b>	

Only those bidders whose absolute technical score is 70 or more shall be considered for financial bid evaluation.

The technically qualified bidder with lowest financial bid (L1) shall be selected as the successful bidder.

**Annexure VI**

The Bidder may also use the services of MeitY empanelled DC & DR/cloud service providers with the following prerequisites:

- 1) The bidder shall provide hosting in Tier 3 Data centre or equivalent within geographical boundaries of India. The Bidder shall own the complete responsibility and shall be the single Point of Contact for managing DC and DR.
- 2) The Infrastructure should have 99.99% uptime per year for the storage Infrastructure. Along with this availability also should be higher 99.9999% which may also subject to vary as per the Department requirement
- 3) The Platform shall have built in robust self-service facility to monitor the infrastructure and scaling up and down the services as per the requirements.
- 4) The Bidder shall ensure that Service Provider should be certified in providing services by having following certifications ISO 27001, ISO/IEC 27017, ISO 27018, ISO 20000. The Bidder shall ensure to meet all the security requirements indicated in the IT Act 2000.
- 5) The Bidder shall report (in writing) any information security breaches to the Department by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.
- 6) The Bidder shall ensure that the Department must be able to access and retrieve such data in a service provider environment.