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.

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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

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19. Penalty

Penalties may be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as mutually agreed by selected bidder and client department

20. <u>Fraud and Corruption</u>

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.

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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……..

Annexure II

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……

Annexure III

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 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.

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9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. GoUP_Offline_Exam_2018 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

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Annexure IV

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 forRs..... (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 dischargedor 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

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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.

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Annexure V

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. **L1 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 mark 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 Evaluated cost A Rs. 120. B Rs. 100.

C Rs. 110.

Using the formula LEC x 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: 100x100/ 120. = 83 points

B: 100x100/ 100. =100 points

C: 100x100/ 110. = 91 points

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

Proposal A: 70x0.70 + 83x0.30=73.9 points
Proposal B: 80x0.70 + 100x0.30=86 points
Proposal C: 90x0.70 + 91x0.30=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
1.	**Experience of Bidder**	**100**	
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	Averageannual turnover (AAT) from Assessment Business for the period 2014-15,2015-2016, 2016 – 2017 X Years • 15Cr ≤ AAT<25 Cr: 5 marks • 25Cr ≤ AAT<50 Cr: 10 marks • 50 Cr≤AAT: 20 marks	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
	Total	**100**	

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
1.	**Experience of Bidder**	**100**	
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 • 15Cr ≤ AAT < 25 Cr: 5 marks • 25Cr ≤ AAT < 50 Cr: 10 marks • 50 Cr ≤ AAT: 20 marks	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

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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
	Total	**100**	

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.

U. P. DEVELOPMENT SYSTEMS CORPORATION LTD.,

II FLOOR, UPTRON BUILDING, NEAR GOMTI BARRAGE, GOMTI NAGAR, LUCKNOW - 226010

Telephones: (0522) 2307803 Fax: (0522) 2307832
E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-1

Bid Reference	Tender ID	Particulars
GoUP_Offline_Exam_2018	2018_UDSCL_167697_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

The pre-bid meeting has been convened on 16th March, 2018 at 1500 Hrs.

Venue for pre-bid meeting:

S N	Particulars	Earlier	Rescheduled at
1	Pre-bid meeting	UPDESCO Office	Conference Hall No. 211, 2nd Floor, Yojana Bhawan, 9, Sarojini Naidu Marg, Lucknow - 226001 Ph.:0522-2238973

Managing Director

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Responses (including Corrigendum) to Pre-bid queries against 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 Tender Id: 2018_UDSCL_167697_1

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

eBid Submission End Date has been extended upto 1700 Hours on 10-April-2018

Opening of Technical eBids has been revised to be opened at 1730 Hours on 11-April-2018

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
1.	14- 15	SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW) point 1.1.2	Question Bank Module	• Question Paper is an important component in the total examination / recruitment activity and considering the Sanctity, we recommend to keep the Content management, QP printing and OMR to be out of the scope of activity in the open tender. • As this is a open tender anybody can know that which printer is printing confidential paper within your organization. • So there is no confidentiality maintained in the initial stage itself • So chances of the question paper getting leaked or some other miscreants getting to know about it and implant people in the press to take the Question	1. 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 Point no. 2 to Point no. 6: As above

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				paper out of the press and make financial gains. This is a regular practice nowadays 2. Nowhere in the tender it is mentioned about confidential printer should have dedicated printing press to print only and only question papers 3. Nothing is asked about security arrangements which is very important part of confidential printer. 4. ISO and security printer only should have been asked to get quality confidential printers. 5. Printing press should have dedicated unit for printing of Question paper only (should not be merged with commercials printing activity/security printing activity) 6. If it is End to End for single vendor there is more chance of out sourcing activity wise by doing joint venture. 7. Packing details were not given for QP & OMR print 8. There is no clarity on counselling activity, conduction interview, PET, health test facilitating, police verification to what extent bidder should support? 9. Can a bidder participate in only QP Setting, QP print activity, OMR Print and supply avoiding Conduction of exams & application handling?	7. The same shall be communicated by the Client Department post empanelment 8. The same shall be communicated by the Client Department post empanelment 9. No 10. As per RFP 11. As per RFP 12. As per RFP 13. As above 14. As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				10. As per us this tender should be divide into 2 part- Part 1 – QP Setting, QP Print, OMR Print, OMR Print & Scanning /result generation. Part 2- Application Generation activity & Conduction of examination 11. If total scope is given to one vendor then complete data and all details will be exposed to third party 12. If it is split into 2 parts then this can be easily controlled, most importantly confidential process should be handled in confidential manner with utmost care 13. Now if there is a special empanelment of printers with the government, the Printer will take up the responsibility in case the paper is leaked out before the exams. 14. In Karnataka we have 4G Exemption for confidential activity which is always away from open tender and handled confidentially Please find the supportive document for the same	

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
2.	20	Eligibility Criteria:	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	The clause may be rephrased as Experience of successfully executing 5 offline End to End examination having total value of 5 Crs. Request you to please consider the same.	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
3.	21	Eligibility Criteria:	The bidder must have conducted offline exam with 5,00,000 or more candidates in a single offline examination (point no 8) The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years (point no 9)	Both the clauses appear contradictory as experience of both clauses should be of same volume to ascertain the experience of the bidder. Here the experience conducting exam of 5L candidates and 2L candidates' OMR sheets scanning appears ambiguous. Request you to revisit the clause. The same can be revisited to experience of Exam conduct and Scanning 1L candidates to make it open for fair chance to all bidders. Also points in the evaluation would be given to those who are having the superior experience. Since this is an empanelment tender, the open clause would attract competitiveness in the bid and experience bidders.	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. Below requirement is deleted:: ~~The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years~~

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
4.	21	Eligibility Criteria:	The bidder 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. (Point no 12)	The clause may have additional point as that bidder should have capability to host examination application in State Data Center to enhance the security and sanctity of data.. There should be a declaration regarding this from bidder.	The Bidder may also use the services of MEiTY empaneled 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 when

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
5.	23	Technical Evaluation Criteria	The Bidder's maturity in software development based on CMMi Levels: • CMMi Level 3----------1 Mark OR • CMMi Level 4----------2 Marks OR • CMMi Level 5----------3 Marks Maximum Marks : 15 Marks (Point no 1.6 in Evaluation Criteria)	In the offline examination, there is no use of CMMi certification which is a private certification. If so, the CMMi specific certificate for Offline exam should be asked for. We request you to revisit the clause.	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 on3 • CMMi Level 3----------1 Mark **Maximum Marks : 10 Marks** **Approach & Methodology:** •Understanding of the scope of the project, Project Approach and methodology, Project Plan and Challenges Faced - **5** Marks •Completeness and comprehensiveness of Solution, Scalability handling, Best practices etc. - 5 Marks •Functional Demonstration of Solution andDesign - 5 Marks Maximum Marks- **15 marks**

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
6.	31	Point 19	Penalty Clause should be added	There should be an addition of the Penalty clause in the tender to ensure that sincere bidders are participating and interest of the state is secure. No deviation should be accepted on this clause. However, we understand that this would be applicable by the departments.	"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"
7.	20	Section IV-1 Eligibility Criteria	The bidder must registered in India under the Companies Act, 2013 for at least five years as on bid submission date	The bidder must registered in India under the Companies Act, 2013 for at least five years/ **Registration under Companies Act 1956 (for Indian companies)** as on bid submission date	The clause shall be read as "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"

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
8.	18	1-Scope of Work	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	This clause is vague. Any changes in scope of work /activities should be decided mutually between bidder and the department.	As per RFP. The same shall be shared by the client department with empaneled agencies
9.	NA	1-Scope of Work	New Clause	Please confirm that Police Deployment - if required - is out of bidders scope	PoliceDeployment is beyond the bidder's scope of work
10.	19	1.2	Consortiums or sub – contracting will not be allowed.	Considering wide area of scope, Request you to please allow consortium & sub-contracting for flawless execution of the project.	As per RFP. The complete responsibility shall lie with the Agency.
11.	20	Section IV,1-Eligibility Criteria	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	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 1 Crore**	Please refer S. no. 16

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
12.	21	Section-IV,1-Eligibility Criteria	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	The bidder must have successfully executed 2 Offline {OMR based} examination against different advertisements in India of minimum value of INR 1 Crores each in last 5 years.	As per RFP
13.	21	Section-IV,1-Eligibility Criteria	The bidder must have conducted offline exam with 5,00,000 or more candidates in a single offline examination	The bidder must have conducted offline exam with 50,000 or more candidates in a single offline examination	Please refer S. No. 3
14.	21	Section-IV,1-Eligibility Criteria	The bidder must have the experience of scanning minimum 2 lakh OMR sheets and database generation in a single exam in last 3 years	The bidder must have the experience of scanning minimum 50,000 OMR sheets and database generation in a single exam in last 3 years	Please refer S. No.3
15.	21	Section-IV,1-Eligibility	The bidder 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.	**Request you to please change the criteria as below:**	Please refer S. No 4

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				Since the exam related data is sensitive, we recommend to host the application and data in state data center else third party commercial data center. Kindly modify the clause to hosting the application in State Data Centre/Third Party commercial data center (Tier 3)/Bidder's own Data Centre.	
16.	22	Section-IV,2-Technical Evaluation Criteria	Average annual turnover (AAT)of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16- 17) INR 5 Cr ≤ AAT ≤ INR 10 Cr: 2.5 marks INR 10 Cr <AAT ≤ INR 15 Cr: 5 marks INR 15Cr < AAT ≤ INR 20 Cr: 7.5 marks INR 20 Cr < AAT: 10 marks	Average annual turnover (AAT) of the bidder from offline exam projects in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 25 lakh ≤ AAT ≤ INR 50 lakh: 2.5 marks INR 50 lakh <AAT ≤ INR 75 lakh: 5 marks INR 75 lakh < AAT ≤ INR 1 Cr: 7.5 marks INR 1 Cr < AAT: 10 marks	**Below clauses are deletedwith respect to Eligibility criteria & Technical Criteria respectively:** 1.~~Average annual turnover of the bidder in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 15 Crore~~ 2.~~Average annual turnover (AAT) of the bidder in last three financial years (FY 14-15, FY 15-16 and FY 16-17)~~ ~~INR 15 Cr ≤ AAT ≤ INR 20 Cr : 2.5 marks~~ ~~INR 20 Cr <AAT ≤ INR 30 Cr : 5 marks~~

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
					~~INR 30 Cr < AAT ≤ INR 40 Cr : 7.5 marks~~ ~~INR 40 Cr < AAT : 10 marks~~ **Below clauses are updated with respect to Eligibility Criteria & Technical Criteria respectively:** 1. Average annual turnover of the bidderfrom offlineexam projectsin last three financial years (FY 14-15, FY 15-16 and FY 16-17)should be at least INR 15Crore 2.Average annual turnover (AAT)of the bidder from offline exam projects in last three financial years (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

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
17.	22	Section-IV,2-Technical Evaluation Criteria	Prior experience of scanning OMR sheets & database generation in a single examination 2Lakhs≤ Number of OMR sheet≤ 3Lakhs: 2.5marks 3 Lakhs<Number of OMR sheet<4Lakhs: 5 marks 4 Lakhs<Number of OMR sheet≤ 5Lakhs: 7.5 marks 5 Lakhs<Number of OMR sheet: 10 marks	Prior experience of scanning OMR sheets & database generation in a single examination 20,000≤ Number of OMR sheet≤ 30,000: 2.5marks 30,000<Number of OMR sheet<40,000: 5 marks 40,000<Number of OMR sheet≤ 50,000: 7.5 marks 50,000 > Number of OMR sheet: 10 marks	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

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
18.	23	Section-IV,2-Technical Evaluation Criteria	Number of biometric captured in offline exam per shift • 1,00,000 – 2,00,000: 5 marks • 2,00,001 – 4,00,000: 7 marks • More than 4,00,000: 10 marks The bidder must have authorized and globally accepted software certifications •ISO 9001 : 3 Marks •ISO 20000-1 : 3 Marks •ISO 27001 : 3 Marks •CERT-In : 3 Marks The Bidder's maturity in software development based on CMMi Levels: • CMMi Level 3----------1 Mark OR • CMMi Level 4----------2 Marks OR • CMMi Level 5----------3 Marks Maximum Marks : 15 Marks	Number of biometric captured in offline exam per shift 20,000≤ biometric ≤ 30,000: 2.5marks 30,000< biometric <40,000: 5 marks 40,000< biometric ≤ 50,000: 7.5 marks 50,000 > biometric : 10 marks	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

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
19.	23	Section-IV,2-Technical Evaluation Criteria		The bidder should have authorized and globally accepted software certifications • ISO 9001 : • ISO ISO_22301_2012 • ISO 27001 • CERT-In : 15 Marks Any one certificate: 5 marks 2 to <3 certificates : 10 marks >3 certificates: 15 marks	Please refer S. No. 5
20.	28	Section-V,Force Majeure	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	Any Non-Performance caused due to Force Majeure should be unconditionally excused by the department.	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			contract		
21.	29	Section-V, Intellectual Property Rights	Intellectual Property Rights	Bidder will be licensing Bidder's pre-existing IPR (IP in the application) to UPDESCO for use for the purpose of the RFP. IPR on such pre-existing IP will be retained by Bidder. Bidder would also retain any IPR that is developed independently during the engagement. IPR of customization that are unique for the project developed exclusively for UPDESCO will be transferred to UPDESCO by Bidder.	Agreed.
22.	NA	Section-V	New Clause	In case of any dispute arises, No Clarity given regrading Arbitration law applicable for this RFP.Please specify the same. Request Provision of the following: "All disputes shall be dealt in accordance with the Arbitration and Conciliation Act 1966, irrespective of the value of contract. The Tribunal shall consist of a 3 member panel. Department and Service Provider shall appoint one Arbitrator each and the third person, Neutral Arbitrator, shall be jointly appointed by the Judges. The decision of the panel shall be binding on all the parties.	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.

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
					The Arbitration shall be held in Lucknow, India. b. Subject to the above, the Courts at Lucknow only shall have jurisdiction in this matter.
23.	31	Section 18	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;	We request the removal the clause. The proposal can be rejected in such criteria.	As per RFP
24.	31	Section 18	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.	Please provide the notice period for the given criteria.	As per RFP.
25.	30	Section 17	Limitation of Liability towards the firm shall not exceed the contract value.	We request to modify the clause as liability should not exceed 10% of the contact value.	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
26.	21	Section IV 1-Eligibility Criteria	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.	We do not have the technology for OMR scanning and printing. Therefore, we do not own the source code of the software except for registration, hall ticket generation and result generation modules.	As per RFP
27.	14	1.1.1	The generated database must include all the details entered in the application forms completely with 100% accuracy.	The candidate registration will take place via an online application form. The database will reflect data as filled in by the candidates.	The generated database must include all the details as entered in the application forms completely with 100% accuracy.
28.	16	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.	This feature is available for digital assessments (Lan based exams). For offline assessment, there are updates shared via messages for attendance, deviations, and pre& post exam logistics and there is a call center for handling queries. Please clarify the requirement in case it is to be interpreted differently.	The monitoring shall be done through various tools available such as CCTV, messages, call center, biometric attendance as well as biometric verification etc.

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
29.	18		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	For Physical test we can provide the hardware and software. For Health test we can tabulate the data. We do not provide any assistance in online police verification.	As per RFP.
30.	38	Annexure V	Recommendation to Government Departments for Selection Agency	We suggest you to choose QCBS method for selection of agency for Quality Delivery.	As per RFP
31.			Complete Technical Evaluation Criteria	We request you to clarify which Technical Evaluation Criteria will be followed. One which is mentioned on page 22 or other one which is on page 39 & 40 for QCBS & L-1. Both the Evaluation Matrix have different criteria's & different marks allotment.	As per RFP. However Departments view shall be final in choosing any method or criteria laid down in the Annexure-V as per their requirement

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
32.			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.	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 three months beyond the contract/ agreement period. The Performance Bank Guarantee may be discharged/ returned by the client after due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Bank Guarantee.	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
33.	6	EMD Related	Rs 5,00,000 /- (Rs Five Lac only) in the form of Demand Draft or Bank Guarantee issued by a scheduled/ nationalized bank in the name of " Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow	We request you to kindly give relaxation on submitting the EMD Rs 5.00 lacs /- to the bidder registered through NSIC for EMD Exemption	EMD amount is revised to INR 10,00,000. The same would be converted as BG & shall be with UPDESCO during the entire empanelment period.
34.			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	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 3 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.	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			the client Department within 15 (fifteen) days of issuance of Work Order/ LoI to the empanelled bidder by the client department.		
35.			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	17. Limitation of Liability Limitation of Liability towards the firm shall not exceed the total amount paid to Bidder by the Client Department in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose); Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			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	has been advised of the possibility of such damages.. 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 as per the agreed terms 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	

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
36.			19. Penalty Penalties may be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as mutually agreed by selected bidder and client department	19. Penalty Penalties may be imposed in case of failure by bidder to deliver the services according to the terms & conditions and timelines as mutually agreed by selected bidder and client department. The total aggregate liability under the contract cannot exceed 5% of the contract value.	As per RFP
37.			v 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	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: v 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	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			"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. v 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; v Will cancel the firm's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices. v Will declare a firm ineligible, either	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. v 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; v Will cancel the firm's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices. v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP" v 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.	

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			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; v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP" v 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.		

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
38.			v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP" v 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.	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: v 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. v Will reject a proposal for award if it determines that the firm recommended for	As per RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
				award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question; v Will cancel the firm's contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices. v Will have the right to have them audited by auditors appointed by the "UPDESCO, GoUP" v 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.	
39.				Our observations: You are seeking bids from the companies having ISO 9001, ISO 27001 and having turnover of 15 cr as mentioned in pg.no.21. But while referring to the evaluation criteria (pg21-23), it is understood that only companies having higher turnover (40cr on wards), higher no. of employees (600) will be able to score more and qualify.	Please refer S.No. 16

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
40.				Request change: Page 22(point no 1.2)- Number of employees on bidder's payroll: 50 – 100: 4 marks 100– 150: 8 marks 150 – 200: 12 marks 200 – 250: 16 marks Greater than 250 employees: 20 marks	As per RFP
41.				We request you relax on these evaluation criteria or make strong eligibility criteria so that smaller companies do not participate. This will make the participation more feasible and more bidder will be able to participate in the same	As per RFP
42.				Also please confirm if the bidders registered with DGS&D/NSIC/MSME for these particular services shall be exempted from tender Fee and EMD	As per RFPs

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
43.			New 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.
44.	17		Collection of test materials e.g. Unused question papers, answer sheets, Admit cards on completionof examination and sealing under supervision of examination observer, center superintendent andauthorized officers. The answer sheet should be in triplicate. Immediately after completion of thetest, the candidate carbonless copy of the answer sheets should be handed over to the candidatesconcerned, if required. The second carbonless copy should be separated and sealed and kept atclient		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

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
			department premises to assist in case of dispute. Each copy shall have the same bar code		
45.			Additional Clause		The software used for examination process should be STQC certified
46.			Omission		'UPLC' word is hereby omitted from the RFP

Sl. No.	Pg No.	Clause No.	Reference / Subject	Clarification Sought	UPDESCO Responses
47.			Additional Clause		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
48.			Submission of Bids		Last date for submission of e-Bids on e-Tender portal 10 April 2018 up to 1300 Hours Opening of Technical eBids: 11 April 2018 at 1730 Hours

U. P. DEVELOPMENT SYSTEMS CORPORATION LTD.,

II FLOOR, UPTRON BUILDING, NEAR GOMTI BARRAGE, GOMTI NAGAR, LUCKNOW - 226010

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E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-2

Bid Reference	Tender ID	Particulars
GoUP_Offline_Exam_2018	2018_UDSCL_167697_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

The Opening of Technical eBid meeting has been convened on 11th April, 2018 at 1730 Hrs.

Changes for Technical eBid meeting:

S N	Particulars	Earlier	Now
1	Opening of Technical eBid	UPDESCO Office	Conference Hall No. 211, 2nd Floor, Yojana Bhawan, 9, Sarojini Naidu Marg, Lucknow - 226001 Ph.:0522-2238973
2	Submission of eBid	EMD Rs. 5 Lacs	EMD Rs. 10 Lacs

Note : (1) The Bidder has to EMD of Rs. 10 lacs along with complete hard copy of its bid document in UPDESCO as per this Corrigendum.
(2) Though the e-Procurement portal will ask DD/BG details of Rs. 5 lacs because at the stage of this corrigendum the amount of EMD could not be amended.

Managing Director

TATA CONSULTANCY SERVICES LTD. MUMBAI

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E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-3

Bid Reference	Tender ID	Particulars
GoUP_Offline_Exam_2018	2018_UDSCL_167697_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

SN	Particulars	Earlier Date & Time	Now
1	eBid Submission End Date	10 April 2018 1700 Hours	16 April 2018 1500 Hours
2	Opening of Technical eBid	11 April 2018 At 1730 Hours	17 April 2018 At 1530 Hours

Managing Director

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E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-4

Bid Reference	Tender ID	Particulars
GoUP_Offline_Exam_2018	2018_UDSCL_167697_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

SN	Particulars	Earlier Date & Time	Now
1	eBid Submission End Date	16 April 2018 1500 Hours	23 April 2018 1500 Hours
2	Opening of Technical eBid	17 April 2018 At 1530 Hours	24 April 2018 At 1530 Hours

Managing Director

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II FLOOR, UPTRON BUILDING, NEAR GOMTI BARRAGE,

GOMTI NAGAR, LUCKNOW - 226010

Telephones: (0522) 2307803 Fax: (0522) 2307832

E-mail: mdupdesco.up@gmail.com

CORRIGENDUM-5

Bid Reference	Tender ID	Particulars
GoUP_Offline_Exam_2018	2018_UDSCL_167697_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT OFFLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

S N	Particulars	Response/Corrigendum
1	Cert-In/STQC	(1) The Bidder must possess Cert-IN at the time of submission of eBid. (2) The client Department will decide the requirement of STQC of software application to be used in the examination.
2	L1/QCBS	The client Department will decide to have L1 or QCBS criteria in consultation with the Department of Finance in selection of the Agency to conduct the examination.
3	ISO27001, ISO/IEC27017, ISO 27018, ISO 20000	Same as per RFP/Responses.

Managing Director

TATA CONSULTANCY SERVICES LTD. MUMBAI

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES is made effective as of the Effective Date (specified in Schedule 1) by and between **Tata Consultancy Services Limited**, a company incorporated under the Companies Act 1956, with its corporate office located at TCS House, Raveline Street, 21 D. S. Marg, Fort, Mumbai 400001, herein after referred as **'TCS'** (which expression shall include its successors and assigns) and the Customer entity named in the signature block below, with other details thereof set out in Schedule 1- Contract Details, herein after referred as a **'Customer'** (which expressions shall, unless the context requires otherwise, includes its successor in business and permitted assigns). In this Agreement, TCS and Customer are collectively referred as "Parties" and individually as a "Party".

WHEREAS TCS has developed a proprietary business concept titled as 'IT-as-a-Service' aimed at delivering an integrated suite of end-to-end business solutions and cloud services to small and medium businesses (SMB), involves use of shared software applications owned or licensed and hosted by TCS at a centralized TCS facilities and/or deployed at Customer facilities. AND WHEREAS Customer desires to avail of certain services of TCS as more fully described in Schedule 2 and TCS agrees to provide such services in accordance with the terms and conditions set out in this Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions:
All capitalized terms used in this Agreement or any attachment thereof, unless the context specifically requires otherwise, shall have the meaning assigned to each of the terms given in Exhibit A hereto.

2. Scope of Services:
2.1 Services: The scope of **Services** to be provided by TCS to Customer is as described in **Schedule 2**. TCS will host on TCS's **Services Environment** at TCS designated location(s), and/or deploy on designated Customer systems at Customer designated location(s) identified in **Schedule 2**, the **TCS Application System**, for provision of such Services. TCS reserves the right to modify the **Services Environment** without impacting the **Services**. The Services may commence on the Service Commencement Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope of Services in **Schedule 2** in any manner, the Parties agree that such change, to **Schedule 2** and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.

2.2 Permitted Use of Services: Customer's use of TCS Applications System shall always be subject to the **Licensing Conditions** stipulated in Schedule 3. In case the TCS Application System includes a third party software (identified in **Schedule 2**), and where such third party licensor requires Customer to sign a license agreement, the Customer agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

3. Obligations of Customer:
Customer shall ensure that the requisite computing environment if any, as set out in Schedule 2, is set up and maintained to enable its authorized users to access the Services Environment. Customer undertakes to comply with all the access authorization and access controls for the Customer's access to the Services Environment as may be prescribed by TCS. Customer shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by TCS. Customer acknowledges that the Services offered by TCS under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Customer's own data processing and business use only and agrees that the Customer shall not, in any way, commercially exploit the Services otherwise. Customer 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. The Customer shall notify TCS immediately of any unauthorized use of the Services or Services Environment. Customer undertakes that all Customer Data will not infringe the intellectual property rights of any third party.

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4. Processing Norms

Customer and TCS acknowledge and agree that the provision of Services under this Agreement may require TCS to interact with the customers and suppliers of Customer relating to the Services as special agent for and on behalf of the Customer and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Customer and agreed by the Parties. TCS shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and TCS shall incur no liability for claims, loss or damages arising as a result of TCS's compliance with the Processing Norms. Customer agrees to indemnify, defend and hold TCS and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from TCS' compliance with Processing Norms. Further, Customer 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.

5. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by TCS in the provision of the Services shall exclusively belong to TCS or its licensors ("TCS Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the TCS Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to TCS or its licensors and the Customer shall not be entitled to claim any rights therein. All rights, title and interests in the Customer Data shall always remain with Customer. However, TCS shall have the right and license to use the Customer Data for support, testing and product enhancement purposes. Customer agrees that TCS shall have the right to list Customer name in its marketing material and use Customer logo with respect to such listing and for reference purposes. The Customer acknowledges that the provision of the Services hereunder by TCS shall be on a non-exclusive basis and TCS 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 TCS from providing such services or performing such obligations to its other clients.

6. Compensation

In consideration of the Services hereunder, the Customer shall pay TCS the fees and expenses ("Charges") as specified in Schedule 4. All amounts payable to TCS are exclusive of any Taxes. Customer shall be entitled to deduct from applicable payments to TCS, any tax on TCS' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide TCS with evidence or certificate of payment of such tax to the taxing authorities. TCS shall submit invoices to Customer in accordance with the payment schedule in Schedule 4. Customer shall remit payment to TCS within thirty (30) days from the date of invoice. TCS shall invoice and Customer shall make payment, in advance, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, TCS shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.

7. Representations And Warranties

TCS warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule 2. Notwithstanding the aforesaid, any Services which are provided by TCS 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 Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement 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, TCS MAKES NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF

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MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TCS.

8. Limitation of Liability

Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the Exam Value paid to TCS by the Customer for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of TCS Application System.TCS 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 Customer to perform any of Customer's obligations. In such event, TCS shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9. 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 Agreement. 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 agreements containing provisions substantially similar to those set forth in this Clause 9. The provisions of this **Clause 9** 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 Agreement, 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 Agreement, including all copies, portions and summaries thereof.

10. Term And Termination

10.1 Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term specified in Schedule 1, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.

10.2 Termination for Material Breach. Either Party may terminate this Agreement 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.

10.3 Effect of termination. In the event of termination or expiry of this Agreement, (A) Customer shall (i) forthwith cease to access and/ or use any of TCS Application Systems and Services Environment; (ii) return to

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TCS any of TCS confidential and proprietary information and material in its possession; and (iii) purchase Equipment at the then market value or the written down book value in TCS books whichever is higher; and (B) TCS shall (i) return to Customer all confidential and proprietary information of Customer; (ii) if a third party software license is obtained specifically for the Customer under this Agreement and allows Customer to use such software after termination of this Agreement (as specifically identified in Schedule 2), then TCS shall transfer such third party software to Customer on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Customer.

11. Miscellaneous Provisions

11.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. Customer shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of TCS.

11.2 Governing Law and Dispute Resolution. This Agreement 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 Agreement 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 agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement 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 Mumbai and the award made in pursuance thereof shall be binding on the Parties.

11.3 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

11.4 Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability.

11.5 TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc= Customer agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date(s) mentioned below, effective as of the Effective Date.

("Customer") By: _____ Name:_____ Title: _____ Date:- _____	Tata Consultancy Services Ltd. ("TCS") By: _____ Name:_____ Title: _____ Date:- _____

EXHIBIT A

DEFINITIONS

"Agreement" means the Agreement for Services to which this Exhibit is attached, signed between the Parties hereto, and shall include all Exhibits, Schedules, and other attachments attached thereto or referenced therein.

"Authorized Users" means only those individuals working for and on behalf of Customer, or for Customer's clients, or individual clients of Customer identified in **Schedule 2,** who have a bona fide need to have access to TCS Application System in connection with the use of Services by Customer under this Agreement.

"Customer Data" means all applicable information, data and materials furnished or made available to TCS and/or introduced in the Services Environment by or on behalf of Customer, using the TCS Application System and/or Services.

"Confidential Information" means and include all business strategies, plans and procedures, proprietary information, software program, documentation, tools, processes, methodologies, data and trade secrets, information relating to customers, employees, or business partners, and any other designated confidential or proprietary information and materials of the Disclosing Party, its affiliates, clients or suppliers, that may be received or obtained by the Receiving Party as a result of this Agreement. The terms "Disclosing Party" and **"Receiving Party"** shall have the meaning assigned to each of them in Clause 8.

"Contract Term" means the period of contract specified in **Schedule 1**.

"**Computing Environment**" shall mean Customer's computer, hardware, software and operating environment, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in Schedule 3.

"Customer Environment" shall mean Customer's computer, hardware, software and operating environment as identified in Schedule 2, on which the TCS Application System or component thereof shall be installed for Customer's use in accordance with the Use Terms in Schedule 3.

"Effective Date" means the date on which this Agreement has come into effect, as identified in **Schedule 1**.

"Equipment" means certain hardware/software (including networking hardware (MPLS) and software) items identified, if any, in Schedule 2, to be supplied or made available by or on behalf of TCS (including by LISP), outside the Hosting Environment, for use by Customer's Authorised Users strictly for accessing TCS Application System for the purpose of availing of the Services hereunder.

"Hosting Environment" means TCS's servers within the facilities and environment managed and utilized by TCS to provide the Services to Customer, including all software, servers, hardware, networks, equipment, and telecommunications facilities and the technology installed within such environment and as described **Schedule 2**.

"Intellectual Property Rights" means any and all intellectual property rights and industrial rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets and any other form of related protection, statutory or otherwise, wherever in the world subsisting, whether registered or not.

"Licensing Conditions" means the terms and conditions applicable for use of the respective items of TCS Application System or third party software, as identified in Schedule 3.

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"LISP" means local infrastructure services provider, a third party with whom TCS will contract for the provision of local infrastructure services.
"Services" means the services to be performed by or on behalf of TCS under this Agreement as specified in scope of Services in **Schedule 2**.
"Services Commencement Date" means the date as notified in PO by the Customer on which the Services are agreed to be commenced.
"Services Environment" means collectively or severally (as the context may require) the Hosting Environment, TCS Link and Equipment.
"Taxes" means any sales, use, value added tax, service tax or any other taxes of similar nature or any similar, additional or replacement duty, levy or tax applicable to or in connection with the charges payable or Services rendered under this Agreement, other than tax based on TCS's income.
"TCS Application System" means the specific software applications/solutions whether owned or licensed by TCS identified in **Schedule 2,** which TCS will either host on its Services Environment for the provision of Services under this Agreement. TCS Application System includes, without limitation, proprietary software programs, processes, algorithms, user interfaces, know-how, techniques and other tangible and intangible technical material or information and the technology installed within TCS Application System.
"TCS Link" means a link either by way of a link located at a URL or a physical port prescribed by the TCS in **Schedule 2** established, provided and maintained by TCS, as part of the Services, for connecting to TCS Application System.
"Use Terms" means the Use Terms mentioned in Schedule 3 of this Agreement.

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SCHEDULE 1

CONTRACT DETAILS

Customer Name and details of its constitution	Registered office address	Details of Contact person

Contract Term	Effective Date
3 years from Effective Date	

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SCHEDULE 2

I. TCS Application Systems:

- *<<<<<Scope of services to be inserted once finalized>>>>>*

II. SCOPE OF SERVICES:

<<<<<Scope of services to be inserted once finalized>>>>>

III. Authorized Users:

Individuals registered with the Customer as candidates for the relevant examination, who has been duly designated and authorized by the Customer to use TCS Application System

Personnel working for and on behalf of Customer, who has been duly designated and authorized by the Customer to use TCS Application System.

TCS point of contact: Mr. Tarun Nehra (tarun.nehra@tcs.com)

IV. Target Environment

1. **Services Environment**

   a) **Hosting Environment :**

   TCS will perform all necessary maintenance and support the operation of the Hosting Environment and the TCS Application System and to provide the Services in accordance with the agreed service levels. TCS will promptly investigate and will make all commercially reasonable efforts to remedy any failure of the Services, Hosting Environment, TCS Application System and/or the TCS Link (defined hereinafter) to operate in good working order in accordance with the provisions of the Agreement

   b) TCS Link and /or LISP Link:

   TCS and LISP will provide the appropriate Network and LAN capability at each center to conduct TCS Online Assessment

   c) TCS and /or LISP Equipments:

   TCS and LISP will provide the appropriate Network and LAN capability at each center to conduct TCS Online Assessment

2. **Customer Environment :**

   None

3. **Computing Environment :**

   TCS recommends the following as minimum configuration to be able to run the iON Online Assessment Platform setup:
   - Internet Explorer 7.0 or above
   - 2GB RAM or more
   - Dotnet 2.0 version and above
   - Windows XP SP2 or above
   - Java Platform
   - 200 GB harddisk or more

   TCS recommends the following as minimum configuration for VPN setup:
   - Admin Rights on the system
   - Port # UDP 500, 4500, 50, 51 should be open in Bidirectional ways
   - Internet connection enabled. (Internet through Data Card preferred)

4. **Reserve Date :** Each Assessment must have a reserve date agreed with TCS. This date should also appear on the hall ticket. In the event of a disruption, the Candidate will be required to re-appear for the test on this date.

5. **Disruption Management:**
   i. In the event of any unforeseen disruption(s) hampering the smooth conduct of a test, Customer agrees to provide physical security to TCS personnel at the concerned LISP

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ii. In the event of LISP network disruption, if a Candidate has begun their test, then they will have to wait till the network is resolved. For those Candidates who are yet to begin their test, they will be either allotted a new seat at the same centre or moved to a nearby centre. In the event both the latter options are unavailable, candidate's test will be rescheduled to Reserve Date specified in the hall ticket.

iii. In the event a claim has been raised by any LISP on TCS for candidates misconduct at the LISP centre, TCS will raise a counter claim on the Customer

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SCHEDULE 3

USE TERMS for TCS Application System

These Use Terms will govern the Use by Customer of TCS Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Customer named herein below and Tata Consultancy Services Limited ("TCS").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms: "**Target Environment**" shall mean Services Environment, as specified in the Schedule 2 with respect to each component of the TCS Application System. "**Services Environment**" has the meaning ascribed to it in the Agreement. "Use" means using and/or accessing the TCS Application System by the Authorised Users, whether it is installed on Customer Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the TCS under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the TCS Application System by TCS or upon TCS permitting access to Customer of the TCS Application System through any means, TCS hereby grants to Customer the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the TCS Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the TCS Application System other than on Target Environment, (b) permit Use of the TCS Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the TCS Application System to any Person other than Authorized User. Any extension or change of the contractual use of the TCS Application System requires TCS' prior written consent and authorization. Customer is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Customer. Customer will indemnify and defend the TCS in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Customer any ownership rights and interest or title in or to the TCS Application System any Intellectual Property Rights therein nor do they permit Customer to make derivative works or to make copies of the TCS Application System. To the extent that TCS Application System consists of any software codes, such material, when delivered to Customer pursuant to this Use Terms, shall be delivered by TCS in Object Code form only and Customer shall not have any right or license with respect to the Source Code or data base design of the TCS Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Customer shall retain all of TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the TCS Application System. Customer shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of TCS's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the TCS Application System or components thereof provided to Customer hereunder. Customer shall not remove or alter TCS's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the TCS Application System or any part thereof including the documentation.

2.3 Restrictions on Copying. Copying of the TCS Application System is prohibited except with TCS's prior written consent and authorization. Neither Customer nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the TCS Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Customer is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the TCS

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Application System or any part thereof or to create enhancements to or derivative works of the TCS Application System or any portions thereof.

2.4 Trademarks. Customer will have no rights in any trademarks or service marks or trade names adopted by the TCS and/or its licensors for the TCS Application System or any part thereof.

2.5 Breach. Should the TCS Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, TCS shall notify Customer in writing requiring Customer to cure the breach of Use Terms and if Customer does not cure such breach within 10 days (or such other period that the TCS may permit upon Customer's request), of receipt of written notice from TCS then TCS shall be entitled to terminate the Use rights granted hereunder in respect of such TCS Application System, without prejudice to any other rights or remedies TCS may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS

Customer acknowledges and agrees that TCS does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the TCS Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Customer. Nothing contained herein shall be construed as a transfer, assignment or conveyance by TCS to Customer of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the TCS Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Customer and TCS specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the TCS Application System.

Name of the Customer	**Tata Consultancy Services Limited**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title:_____

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SCHEDULE 4

FEES FOR SERVICES

Solution	Price per candidate per session
	₹_____

- Charges are exclusive of all taxes and duties, as applicable
- Invoicing will be based on number of Registered Candidates as per the report from the TCS test center management system.
- The Customer will make the payment within 30 days from the date of Invoice.

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SCHEDULE 5

CHANGE CONTROL PROCEDURE

Either Party may request a change in the scope of Services or deliverables but no such change shall be effective and binding unless such changes are documented in a change control document in the format described in Annexure A below ("Change Control Document") and signed by both parties.

If Customer desires to propose a change in Scope of Services, Customer shall deliver to TCS a change request in writing, describing the changes proposed. Promptly following TCS' receipt of Customer's change request, TCS shall submit a written change order proposal to Customer. If TCS desires to propose any change, TCS shall submit to the Customer a written description of the change in the form of a proposed change order for Customer's review and approval. Any change order document prepared by the parties shall include, among other items, an estimate of additional charges to Customer, if applicable, for the modified Services, any additional software or other material required to implement the change and any expected impact on the time schedule or service levels under the Schedule 2.

On Customer's written approval of the change order document submitted by TCS the parties shall sign the Change Control Document whereupon the Scope of Services in Schedule 2 and any other relevant Schedule(s) shall be deemed to have been amended by the change order.

No change to any Scope of Services shall be binding on the Parties unless the Change Control Document has been signed by authorized representatives of each party.

Annexure A to Schedule 5

Change Request No.: _____

Date Initiated: _____ Initiated by - _____

The following changes to the schedules to the Agreement for Services dated _____between TCS and _____are hereby approved.

Description of Change:

Following are the changes/additions agreed to:

a) Schedule 1
b) Schedule 2
c) Schedule 4

Approved

Tata Consultancy Services Limited

_____ ____

Authorized Signatory *Date*

Customer

_____ ___

Authorized Signatory *Date*

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