CERTIFICATE

Management system as per
ISO/IEC 20000-1 : 2011

In accordance with TÜV NORD CERT procedures, it is hereby certified that

TATA CONSULTANCY SERVICES LIMITED
TCS House,
Raveline Street, Fort,
Mumbai - 400 001,
India

TATA CONSULTANCY SERVICES

applies a management system in line with the above standard for the following scope

The Service Management System that supports the IT Service used for the Provision of Consultancy Services, Re-engineering and Maintenance of Software, IT-based Infrastructure Services, System Integration and Support, IT- based Engineering Services and IT enabled Business Processes Outsourcing for Customers

Certificate Registration No. 04 736 02391044 001
Audit Report No. 2.5-2669/2004

Valid from 2015-04-01
Valid until 2018-03-31
Initial certification 2006

Certification Body
at TÜV NORD CERT GmbH

Essen, 2015-07-10

This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits.

TÜV NORD CERT GmbH Langemarckstraße 20 45141 Essen www.tuev-nord-cert.com

itSMF
ISO/IEC 20000

TATA CONSULTANCY SERVICES LTD. MUMBAI

CERTIFICATE

Management system as per
ISO/IEC 20000-1 : 2011

In accordance with TÜV NORD CERT procedures, it is hereby certified that

TATA CONSULTANCY SERVICES LIMITED
TCS House,
Raveline Street, Fort,
Mumbai - 400 001,
India

TATA
TATA CONSULTANCY SERVICES

applies a management system in line with the above standard for the following scope

The IT Service Management System that supports the IT-based Infrastructure Shared Services in the areas of Infrastructure Management Services from Integrated Command Centers (ICC), Security Operation Services (ICC-SOC), and Cloud Services covering Software as a Service (SaaS), Platform as a Service (PaaS), Infrastructure as a Service (IaaS) and the Associated IT Infrastructure Management for Customers

Certificate Registration No. 04 736 02391044 002
Audit Report No. 2.5-2669/2004

Valid from 2015-04-01
Valid until 2018-03-31
Initial certification 2006

S.K.Kulta

Certification Body
at TÜV NORD CERT GmbH

Essen, 2015-07-10

This certification was conducted in accordance with the TÜV NORD CERT auditing and certification procedures and is subject to regular surveillance audits.

TÜV NORD CERT GmbH Langemarckstraße 20 45141 Essen www.tuev-nord-cert.com

itSMF
ISO/IEC 20000

TATA CONSULTANCY SERVICES LTD. MUMBAI

cooliemon

Certificate Of Accomplishment

This is to acknowledge that

TATA

TATA CONSULTANCY SERVICES LIMITED

TCS Enterprise Wide Services
has successfully achieved

Maturity Level 5 (Optimizing)

with

CMMI-SVC® Version 1.3 using SCAMPI℠ A Version 1.3b

April 13, 2017

Date

Ralph Williams

Ralph Williams
CMMI Institute
High Maturity Lead Appraiser
0100075-00

® Capability Maturity Model, SCAMPI is registered in the U.S. Patent and Trademark Office

TATA CONSULTANCY SERVICES LTD. MUMBAI

cooliemon

Certificate Of Accomplishment

This is to acknowledge that

TATA

TATA CONSULTANCY SERVICES LIMITED

has successfully achieved

Maturity Level 5 (Optimizing)

with

CMMI-DEV® Version 1.3 using SCAMPI℠ A Version 1.3b

November 17, 2016

Date

Ralph Williams

Ralph Williams
CMMI Institute
High Maturity Lead Appraiser
0100075-00

® Capability Maturity Model is registered in the U.S. Patent and Trademark Office by Carnegie Mellon University
℠ SCAMPI is a service mark of Carnegie Mellon University

TATA CONSULTANCY SERVICES LTD. MUMBAI

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2017 ◐ SU 203218

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००००६
- 5 DEC 2017
सक्षम अधिकारी

श्री. प्र. ना. चिंचघरे

Affidavit

We, M/s. Tata Consultancy Services Limited, having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001, hereby confirm that we have not involved in any litigation with, nor our services have been blacklisted by Central Government/ any State Government/ Public Sector Units for any corrupt or fraudulent practices in India that would adversely affect our participation for bidding process or the award of the contract with regards to the work executed by us as on 20th April 2018.

The above information is true to the best of our knowledge and records.

For Tata Consultancy Services Limited

Venguswamy Ramaswamy
Global Head- TCS iON
Dated: 20th April 2018

TATA CONSULTANCY SERVICES LTD. MUMBAI

March 15, 2017

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT ITS MEETING HELD ON FEBRUARY 20, 2017

"**RESOLVED THAT** a General Power of Attorney, as per draft tabled at the meeting, be granted in favour of Mr. N. Ganapathy Subramaniam, who has been appointed as the Chief Operating Officer and Executive Director of the Company with effect from February 21, 2017, vesting in him powers which may be reviewed by the Board from time to time."

"**RESOLVED FURTHER THAT** the said General Power of Attorney be issued under the Common Seal of the Company which shall be affixed in the presence of any Director of the Company or the Company Secretary."

For Tata Consultancy Services Limited

Rajendra Moholkar
Authorised Signatory

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Maker Towers 'E' Block 11th Floor Cuffe Parade Colaba Mumbai 400 005 India
Tel 91 22 6778 9191 Fax 91 22 6639 1836 e-mail corporate.office@tcs.com website www.tcs.com
Registered Office 9th Floor Nirmal Building Nariman Point Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2016 ◐ AB 714530

प्रधान मुद्रांक कार्यालय, मुंबई
प. मु. वि. क्र. ८०००१०
- 2 DEC 2016
सक्षम अधिकारी

श्री. रा. कृ. पोटले

GENERAL POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE TATA CONSULTANCY SERVICES LIMITED, a Company incorporated and registered under the Companies Act, 1956, and governed under Companies Act, 2013 and having its Registered Office at 9th Floor, Nirmal Building, Nariman Point, Mumbai - 4000021 (hereinafter called the "Company") SEND GREETINGS:

WHEREAS the Board of Directors of the Company vide Resolution dated February 20, 2017 has resolved that the Company do give the Attorney hereinafter named the powers and authorities hereinafter contained to act for and on behalf of the Company and for that purpose to execute under the Common Seal this General Power of Attorney, and in implementation of the said resolution, the Company is desirous of appointing Mr. N. G. Subramaniam, Chief Operating Officer and Executive Director (hereinafter called the "Attorney"), to act for and on behalf of the Company as its Attorney in fact and at law, to do certain acts and deeds as described hereinbelow.

TATA CONSULTANCY SERVICES LTD. MUMBAI

Ms. ROSHAN M. MASTER
NOTARY, GREATER BOMBAY
2403, ORCHID TOWER A
BELLASIS ROAD,
MUMBAI - 400 008.

NOW, THESE PRESENTS WITNESS that the Company hereby appoints the said Mr. N. G. Subramaniam, as the Attorney of the Company, to do and perform the following acts and deeds :

a) To represent and act for the Company in all employee related matters before all such Authorities/Persons Governmental or otherwise as may be required from time to time.

b) To recruit personnel for the Company for running and maintenance of the business and to utilise effectively the manpower in accordance with the budgets and policies approved, from time to time, by the Company.

c) To dismiss, retrench, layoff, relieve and to take other disciplinary actions against the employees of the Company.

d) To institute necessary Suits, Petitions, Appeals or proceedings as may be required for and on behalf of the Company as an employer against employees of the Company and to represent the Company before all Courts, Tribunal or Authorities as the case may be in such Suits, Petitions, Appeals or proceedings filed by or against the Company arising from or in connection with all employee related matters of the Company from time to time and in connection therewith to sign and present all papers, suits, petitions, appeals, affidavits, applications or such other papers and proceedings as may be legally required from time to time.

e) To represent, appear and act on behalf of the Company before all Central, State or Local Governmental Authorities, regulatory authorities including Reserve Bank of India generally in connection with the business of the Company.

f) To apply for and on behalf of the Company all licenses or permits as may be required including but not limited to import licences for importing raw materials, components and other capital goods.

g) To act on behalf of the Company in matters relating to customs clearance of the goods and machinery which the Company may import from time to time and to deal with the clearing/forwarding agents appointed by the Company in this behalf.

h) To apply for and obtain for the Company, permissions from the concerned authorities for power, water, telephone, telex, fax, post and telegraph or any other kind of telecommunication links/facilities, including any other mode of expeditious communication, and to apply for new connections and installations from such authorities and for that purpose to sign such applications, letters, agreements, undertakings or documents as may be required and deemed fit and proper by the Attorney.

i) To represent the Company and to discuss, negotiate, finalise and sign with clients Agreements and Contracts for selling products and providing services of the Company PROVIDED that the value of such agreements/contracts does not exceed USD 100 Million or its equivalent in any currency.

PROVIDED FURTHER that the power to sign, give assent to Agreements and Contracts on behalf of the Company, for selling products and services of the Company, shall be exercised by you ONLY:

(A) after the Agreement/Contract has been approved by the Legal Department of the Company; and

TATA CONSULTANCY SERVICES LIMITED MUMBAI

Ms. ROSHAN M. MASTER
NOTARY, GREATER BOMBAY
2403, ORCHID TOWER A
BELLASIS ROAD,
MUMBAI - 400 008.

(B) in case of Agreement/Contract that fulfil any of the following conditions, the same can be signed by you PROVIDED it has been approved by the Board /CEO & MD and you are specifically authorized to sign the same:

i) Contracts with total contractual revenue to the Company in excess of USD 100 Million or its equivalent in any currency;
ii) Contracts that do not exclude liability for consequential and punitive damages as per standard requirements;
iii) Contracts without a monetary cap on total liability;
iv) Contracts that have non-compete provision restricting the Company from pursuing business in any area.

j) To represent the Company and to discuss, negotiate, finalise and sign Agreements and Contracts with the Vendors for procurement of products and services in connection with and for the purposes of the business of the Company including for implementation of the projects for the customers PROVIDED that the value of such agreements / contracts do not exceed the value if any prescribed from time to time by the Company.

k) To institute necessary Suits, Petitions, Appeals or proceedings as may be required for and on behalf of the Company and to represent the Company before all such Courts, Tribunal or Authorities as the case may be in such Suits, Petitions, Appeals or proceedings filed by or against the Company arising from or in connection with and related to all dealings or transactions which the Company may have from time to time including but not limited to recovery of monies due and payable to the Company in respect of services rendered or recovery of sums paid specifically in relation to any matter or transaction or for recovery of sums which are otherwise due to the Company and in connection therewith to sign and present all papers, Plaints, Written Statements, Appeals, Petitions, Affidavits, Applications or such other papers and proceedings as may be legally required from time to time.

l) To settle, compromise or submit to arbitration or mediation all accounts, claims and disputes between the Company and any other person or persons and in this connection appoint arbitrators or mediators.

m) To appoint Advocates, Attorneys or Pleaders for and on behalf of the Company in connection with any Suits, Petitions, Appeals or proceedings that may be initiated by or against the Company before all such Courts, Tribunals or Authorities as the case may be.

n) To institute, appear, oppose, assent or arrange in any proceeding relating to any insolvency, compromise or arrangement with creditors and for the purpose to make any offer and vote for and on behalf of the Company and take all such steps or actions as may be legally required from time to time.

o) To ensure that the Company complies with various local / international laws as applicable from time to time to its business by filing appropriate returns, papers, documents, applications and information with the appropriate authorities generally and, in particular, to file returns, with any labour authorities constituted under various labour statutes, any authority dealing with the matters relating to Shops & Establishment in the area, any civic authority for assessment of taxes and revenue on the properties, if any, owned/occupied by the Company, any Municipal or other authority dealing with granting of water connections, sewage and other civic amenities, extension, repairs or maintenance of the properties, construction of roads, and other structures/buildings, any authority responsible for granting permission under the laws relating to protection against fire and other similar hazards, the Post & Telegraph authorities, Taxation and Revenue Authorities etc as may be applicable in connection with the business carried on by the Company.

TATA CONSULTANCY SERVICES LIMITED MUMBAI

Ms. ROSHAN M. MASTER
NOTARY, GREATER BOMBAY
2403 ORCHID TOWER A
[illegible] LASIS ROAD,
MUMBAI - 400 008.

p) To represent the Company and to attend for and on behalf of the Company any meetings of any company, society or any other body dealing with the management of the affairs of any commercial or residential building in which the Company owns/ occupies any accommodation whether by itself or through any of its employees and to vote at any such meeting as a member duly authorised to do so on behalf of the Company.

q) To represent the Company and to attend on behalf of the Company any meetings of any Companies or any bodies corporate in which the Company has any interest of investment or shareholding and to attend and vote on behalf of the Company at any meetings of the Members of such companies or bodies corporate and to take all such actions or steps (except the rights of disposal) as may be required to protect such investment or interest.

r) To accept service of any summons or other legal processes and to appear and represent for and on behalf of the Company before the authority issuing the said summons or legal processes , or in any court, before all magistrates, judicial or other officers whatsoever as advisable by Legal Department/ Advocate on Record of the Company.

s) To sign, appear and act on behalf of the Company in all the Courts in India or abroad, Civil, Revenue or Criminal, whether original or appellate, in the registration offices and in any other office of the Government or District Board, Nagar Mahapalika, Board of Revenue or any other local authority.

t) To ask, demand, sue for, and receive payment of and give effectual receipt and discharge (except any kind of relinquishment of claim or write-off, which shall be in accordance with the Schedule of Authority as approved by the Board from time to time and as applicable to the Attorney) of all monies, debts and legacies that the Company possesses or becomes entitled to hereinafter, from any person/bodies corporate.

u) To obtain any refund or repayment of monies whatsoever owing to the Company by and on behalf of the Company including stamp duty and Court-fees.

v) To apply for the inspection of and to inspect judicial records for and on behalf of the Company.

w) To take on lease, rental or license basis lands, houses, buildings, and factories as shall be considered necessary and expedient for the benefit of the Company and to sign agreements or any other documents as may be required in that connection on behalf of the Company provided the above is within the Chart of Authorities as approved by the Board from time to time and as applicable to the Attorney.

x) To delegate in writing, by way of a Letter of Authority / Power of Attorney, any of the above powers vested in the Attorney to any person or employee of the Company as the Attorney may deem fit and to revoke such delegated authority from time to time as the Attorney may think fit.

AND GENERALLY to do, execute and perform all acts, deeds, matters and things that may be lawfully required to be done, for and on behalf of the Company in connection with its business, by the said Attorney by virtue of the powers hereby conferred on him.

AND WE DO HEREBY agree to be bound by all acts, deeds and things that may be lawfully done, for and on behalf of the Company, by the said Attorney by virtue of the powers hereinabove conferred on him.

This General Power of Attorney supersedes all earlier Powers of Attorney or Letter of Authority, if any granted by the Company to the Attorney named hereinabove.

TATA CONSULTANCY SERVICES LIMITED

Ms. ROSHAN M. MASTER
NOTARY, GREATER BOMBAY
2403, ORCHID TOWER A
BELLASIS ROAD,
MUMBAI - 400 008.

The Attorney shall exercise the above powers subject to the overall limit of financial powers delegated to him by the Board of Directors in accordance with the provisions of the Companies Act, 2013.

This Power will remain in force only so long as the Attorney continues to be the Chief Operating Officer and Executive Director of the Company.

IN WITNESS WHEREOF the Common Seal of TATA CONSULTANCY SERVICES LIMITED has been hereto affixed on this 8th day of March Two Thousand and Seventeen.

The Common Seal of TATA CONSULTANCY SERVICES LIMITED has been hereto affixed pursuant to the Resolution passed on February 20, 2017 in the presence of
Mr. Suprakash Mukhopadhyay
Senior Vice President and Company Secretary

Before me

Ms. ROSHAN M. MASTER
NOTARY, GREATER BOMBAY
2403, ORCHID TOWER A
BELLASIS ROAD,
MUMBAI - 400 008.
Reg. No. 404
Commission Expires
on 30.11.2021
S. no. 1329 of 2016
8.3.2017

ROSHAN MINOCHER MASTER
Reg. No. 404
NOTARY, MUMBAI

NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL

LETTER OF AUTHORITY (LOA)

Date: 05-Apr-2018

LOA Id:	LOA/TCSL/2018-2019/5LOMFX
Name (Emp No.):	Venguswamy Ramaswamy (100820)
Function:	ISU Head
Company:	Tata Consultancy Services Limited

Pursuant to the General Power of Attorney dated March 08, 2017 granted in my favour by Tata Consultancy Services Limited ("Company"), a company incorporated under the Companies Act, 1956 and governed under Companies Act, 2013 and by virtue of the authority conferred upon me in terms of the said Power of Attorney to delegate specific powers contained therein, I hereby delegate to you the following powers to be exercised for and on behalf of the Company in respect of matters and business of your Department/ Unit and under your charge:

- To attend and participate as a representative of the Company, in meetings conducted by Clients, Government and Semi-Government bodies

- To represent the Company, sign Business Proposals on behalf of the Company and to discuss, negotiate and finalise such Business Proposals

- To represent the Company and to discuss, negotiate, finalize and sign with clients Agreements and Contracts for selling products and providing services of the Company PROVIDED that the value of such agreements / contracts do not exceed USD 10 Million or its equivalent in any currency.
  PROVIDED FURTHER that the power to sign, give assent to Agreements and Contracts on behalf of the Company, for selling products and services of the Company, shall be exercised by you ONLY:
  (A) after the Agreement/Contract has been approved by the Legal Department of the Company; and
  (B) in case of Agreement/Contract that fulfil any of the following conditions, the same can be signed by you PROVIDED it has been approved by the Board /CEO and you are specifically authorized to sign the same:
  a) Contracts with total contractual revenue to the Company in excess of USD 10 Million or its equivalent in any currency
  b) Contracts that do not exclude liability for consequential and punitive damages as per standard requirements
  c) Contracts without a monetary cap on total liability
  d) Contracts that have non-compete provision restricting the Company from pursuing business in any area

- To ensure that all Business Proposals, contracts and agreements for selling products and providing

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
E-mail corporate.office@tcs.com Website www.tcs.com
Registered Office 9th Floor Nirmal Building Nariman Point Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

services of the Company conform to the pricing policy and credit policy of the Company and are in compliance with the enacted regulations (including transfer pricing regulations) of the local authority / government

- To carry into effect and perform all Agreements entered into by the Company with any other person/bodies corporate

AND GENERALLY to do all such acts as may be lawfully and reasonably required in connection with and for the purposes of the powers mentioned above.

This Letter of Authority is valid from 01-Apr-2018 to 31-Dec-2018 subject to your being in the employment of the Company and continue to function in the same role and in the same Department/Unit.

N GANAPATHY SUBRAMANIAM
Chief Operating Officer

The validity of this letter of authority can be confirmed at URL: - https://governance.tcs.com/compliance/letter-of-authority-validation.html

Signature valid
Digitally Signed By N GANAPATHY SUBRAMANIAM (TATA CONSULTANCY SERVICES LIMITED)
Date: 05-Apr-2018 09:55:34 IST

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
E-mail corporate.office@tcs.com Website www.tcs.com
Registered Office 9th Floor Nirmal Building Nariman Point Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

Dated: 22nd March 2018

Self- Declaration - Nodes Infrastructure

We, M/s. Tata Consultancy Services Limited, having its corporate office at TCS House, Raveline Street, Fort, Mumbai 400001 hereby confirm that TCS has more than 100 node infrastructure capacity in over 21 DHQ's of Uttar Pradesh with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity etc.

The above information is true to the best of our knowledge and records.

For Tata Consultancy Services Limited

Venguswamy Ramaswamy
Global Head- TCS iON

TATA CONSULTANCY SERVICES LTD. MUMBAI

TATA CONSULTANCY SERVICES
Tata Consultancy Services Limited
Empire Plaza Empire Industrial Estate Adjacent to Empire Vitrum Glass 101 LBS Marg Vikhroli West Mumbai 400 083 India
Tel 91 22 6778 6565 Fax 91 22 6778 6500 e-mail corporate.office@tcs.com website www.tcs.com
Registered Office 9th Floor Nirmal Building Nariman Point Mumbai 400 021
Corporate Identification No. (CIN): L22210MH1995PLC084781

SECTIOV VI- TECHNICAL PROPOSAL SUBMISSION FORM

BIDDER'S FIRM'S GENERAL INFORMATION

Sr. No.	Particulars	Description/Details	Reference Documents	Page No.
	Name of Bidding Company	Tata Consultancy Services Limited		
	Contact Details			
	Address	Tata Consultancy Services Limited 1/1, Awadh Park, Vibhuti Khand, Gomtinagar, Lucknow-226010		
	Mobile/Telephone	+91 8707721623		
	Fax	+91 522 6661100		
	Email	deepali.saxena@tcs.com		
	Website	www.tcs.com		
	Name of Managing Director/ CEO	Rajesh Gopinathan -CEO and Managing Director		
	Name, Designation & email of Authorized Signatory	Deepali Saxena Regional Sales Manager deepali.saxena@tcs.com		

For Tata Consultancy Services Limited

Deepali Saxena
Regional Sales Head

Date: 21.03.2018
Place: Lucknow

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Dated: 22nd March 2018

Annexure –III

PORPOSAL SUBMISSION FORM

To,
The Managing Director,
UPDESCO,
Utpron building,
Gomti Nagar, Lucknow

Ref: Submission of Proposal against your Tender Reference no. UPDESCO_GoUP_Online_Exam_2018 Dated 09 March 2018

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference no. UPDESCO_GoUP_Online_Exam_2018 for "**SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATION 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) Company 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 Tender 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.

TATA CONSULTANCY SERVICES LTD. MUMBAI

7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."
8. We understand that UPDESCO is not bound to accept any or all bids received in response to this Tender.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal Reference No. UPDESCO_GoUP_Online_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

Venguswamy Ramaswamy
Global Head- TCS iON

TATA CONSULTANCY SERVICES LTD. MUMBAI

UTTAR PRADESH DEVELOPMENT SYSTEMS CORPORATION LTD. (UPDESCO)

UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow, UP, Pin: 226010

Telephones:	0522-2307803	**e-mail:**	mdupdesco.up@gmail.com
Tender Website: http://etender.up.nic.in			

REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

eBid Reference: GoUP_Online_Exam_2018
eTender Portal : http://etender.up.nic.in

S N	Particulars	Date	Time
1	Date of Publishing of RFP (Downloading of RFP from eTender portal)	09 March 2018	At 1000 Hours
2	eBid Submission Start Date	09 March 2018	From 1000 Hours
3	Receiving of Pre-bid queries	15 March 2018	till 1600 Hours
4	Pre-bid meeting at UPDESCO, GoUP	16 March 2018	1400 Hrs
5	eBid Submission End Date	09 April 2018	1200 Hours
6	Opening of Technical eBids	10 April 2018	At 1700 Hours

Place of Opening eBids : UPTRON Building, Near Gomti Barrage, Gomti Nagar, Lucknow, UP, 226010
e-Bid Processing Fee: Rs 59,000/- (including GST)
EMD: Rs 5.00 lacs

Index

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3.	SECTION III : TERMS OF REFERENCE (TOR) AND SCOPE OF WORK	14
4.	SECTION IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS	21
5.	SECTION V : STANDARD TERMS AND CONDITIONS	25
6.	SECTION VI : Annexures (I to V)	32-42

e-BID NOTICE

FOR

"REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

Online eBids are invited from eligible agencies for empanelment with UPDESCO, a Public Sector Undertaking of IT & Electronics Department, Government of Uttar Pradesh for "**EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH**" up to 1200 hours of 09 March 2018. The eBids shall be opened on 10 April 2018 at 1700 Hours at the Office of UPDESCO. The details of submission of eBids are provided in the RFP document available on the eTender Portal http://etender.up.nic.in. The Department reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director
UPDESCO

eBid Reference No.: GoUP_Online_Exam_2018

Request for Proposal (RFP) for "SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH"

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

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

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

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

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SECTION I: LETTER OF INVITATION

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

e-Bid Reference No.	GoUP_Online_Exam_2018
Purpose	Request For Proposal (RFP) For "SELECTION OF AGENCIES FOREMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH"
Date of Publication of e-Bid notice	09 March 2018 on e-Tender Portal http://etender.up.nic.in
Last date for submission of e-Bids on e-Tender portal	09 April 2018 up to 1200 Hours
Site for Submission of e-Bids	eTender Portal http://etender.up.nic.in
e-Bid Inviting Officer	Managing Director
Pre-bid meeting	16 March 2018 at 1400 hours Venue: UPDESCO Office, Lucknow
Date of Opening of Technical eBids	10 April 2018 at 1700 Hours
Venue of Opening of eBids	Conference Hall, 2nd Floor, Uptron Building, Gomti Nagar, Lucknow
UPDESCO email addresses	mdupdesco.up@gmail.com
Contact number	0522-2307803
EMD	Rs 5,00,000 /- (Rs five lac only) in the form of Demand Draft or Bank Guarantee issued by a scheduled/ nationalised bank in the name of " Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow
Tender Fee	Rs 59,000 /- (Rs fifty nine thousand only) in form of Demand Draft issued by a scheduled/ nationalised bank in the name of " Uttar Pradesh Development Systems Corporation Limited" payable at Lucknow

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

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

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

1 "Purchaser" means the Purchaser with which the selected Bidder will sign the Contract for the service. In this Project, the purchaser will be the concerned department of GoUP for which the task will be performed and "e-Bid" means the Technical proposal.

2 "Client Department" or "Department" means the entity willing to conduct examination

3 "Instructions to Bidders" means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the agencies for empanelment to carry out the work mentioned in this tender document.

4 "Scope of work" (SOW) means Scope of work mentioned in Section III: Terms of Reference of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.

5 "The Contract" means the agreement entered into between Client Department and the selected empanelled agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.

6 "The Contract rates" mean the charges for providing services to execute the assignment that shall be payable to the selected empanelled agency under the Contract/Work Order for the full and proper performance of its contractual obligations with the various departments of Uttar Pradesh.

7 "Day" means a calendar day.

2. THE BIDDING DOCUMENT

1. Availability of eTender Document

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

2. Contents of eTender Document

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

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

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

3. Clarifications of eTender Documents

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

4. Amendment of eTender Document

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

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

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

3. PREPARATION & SUBMISSION OF eBIDS

1. Documents constituting the eBid

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

2. Documents Establishing Bidder's Qualification

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

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

3. Period of Validity of eBids.

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

4. Format and Signing of eBids

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

5. Submission of eBids

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

The Bidders have to follow the following instructions for submission of their eBids: For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal http://etender.up.nic.in. For this, the Bidders have to register

themselves by depositing a fee of Rs 6000/- (Rupees Six thousands only) in the office of UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow - 226001 for getting a valid User ID and password and the required training/ assistance etc. on eTender portal http://etender.up.nic.in. The Bidders may contact UPDESCO at the contact details given in Section I of eTender document.
In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

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

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

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. (Annexure "I" to Annexure "III") of this eBid(RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

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

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

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

6. Deadline for Submission of eBids

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

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

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

7. Late e-Bids

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

8. Withdrawal and Resubmission of e-Bids

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

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

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

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

9. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in with Pre Qualification cum Technical bids on eTender portal.

Please note that prices should not be quoted in the Technical Bid. On receipt on eTender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of UPDESCO.

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

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

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

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

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

11. Notification of Award to Bidder

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

12. Failure to abide by Empanelment

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

13. Bank Guarantee for Performance

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

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

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

Background:

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

1. Scope of Work

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

1.1 Scope of Work for Online (Computer Based) Examination

Examination Solution/ Platform provided by selected bidder shall have the sole responsibility to design, develop and implement online services for all activities related to the entire examination process. The Examination Solution/ Platform must have following functionality:

- Online Application and Registration module
- Online Admit Card Generation Module
- Examination Creation/Examination Calendar Module
- Call Center/FAQ/Query Handling Module
- Examination Centres Management and Control Module
- Controller of Examination Module
- Administrative Modules at different level like (HO, ZO, RO etc.)
- Question Bank Module
- Online Application Registrations Module
- Eligibility Checking Module
- Online Payments Module
- Honorarium/Payment Module
- Bank Reconciliation Module
- Examination Centre Allocation & Scheduling Module
- Online Attendance Module

- Mock Exam Module
- Evaluation Module
- Result Generation and Verification Module
- Certificate Generation and Verification Module: Certificate generation for internal authorization and authentication purposes.
- MIS and Report Generation Module
- Resource Management

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

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

1.1.1 Pre Examination Phase

One of the most critical aspects for State Recruitment examination is the security of Question Paper content for the entire exam life cycle.

Bidder shall ensure that the entire process is digitalized and encrypted right from creation through exam conduct.
Bidder shall be the owner of the end to end Question Paper creation process. Bidder shall have the ownership of content creation, review and upload on the digital platform. Bidder should have strong panel of highly qualified Subject Matter Expert, who ensure high quality content is created and kept secure. This will ensure fixing clear responsibility for the security of the content and eliminating the possibility of leaks. The end client department shall not have access to any of the question paper content. The end client department shall provide the bidder syllabus of the question paper and details of difficulty level.

a. The bidder has to design a separate website for receiving the online application.
b. The Bidder should design the application for candidates to register themselves for the Computer Based Examination. Bidder would require to integrate online payment gateway with advised vendors. The bidder has to inform candidate about rejection of the application.
c. The Bidder should make provisions for admit card download. The candidate should be able to download and take a printout of the successfully filled applications.
d. The Bidder is expected to draw the examination plan and design the examination processes as follows:

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a. Complete Security management processes
   - Physical Security (The objective of physical security is to safeguard personnel, information, equipment, IT infrastructure, CCTV, facilities and any other assets at the examination center and other strategic places.) The client department shall seek support from district administration for sufficient security arrangement.
   - Information Security
   - Cyber Security
   - Server Security
   - Network Security

b. Candidate handling process
   - Mapping of candidates details with Exam Centres
   - Validation and verification of identity
   - Attendance and biometric (photograph and thumb impression) handling
   - Machine/seat allocation and handling of security parameters
   - Bulk/individualized SMS
   - Bulk/individualized emails
   - Customer care number for responding to queries

c. Any other processes related to conduct of Examination.

e. The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
f. The Bidder shall provide specifications for Hardware and Software required at all stages of the examination at Exam Centres including devices and systems to be used for authentication and audit trail mechanisms required for Exam.
g. The Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
h. The Bidder shall inform the applicants whose application are rejected via email or other medium
i. The Bidder shall provide 7 days' time to rejected applications to upload any missing information/ document.
j. The bidder shall set minimum passing marks through application management for candidates of all categories.
k. The Bidder shall identify required Exam Centresas per the client department requirement in cities of Uttar Pradesh which shall be finalised by the department. The bidder shall ensure that 20% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the center shall have 120 systems available per shift.
l. The Bidder shall ensure that all Exam Centres have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.

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m. The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power.
n. The Bidder shall carry periodic audit at Exam Canters for Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
   - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
   - Working condition of UPS and Generator.
o. The Bidder shall ensure basic amenities to be provided separately for all genders.
p. The Bidder shall provide a facility to candidates for static mock link for mock test within one month of signing the contract. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination and should be prepared in consultation with the concerned department
q. The Bidder shall provide help to candidates through a call center (telephone/email) on need basis depending upon the requirement of the examination.
r. The Bidder shall host and manage the examination process through intranet based solution at Exam Centres.
s. The Bidder shall ensure proper authentication of the candidates at the center.
t. The Bidder shall ensure complete registration process of the candidates (digital photo, signature, finger print etc.). The biometrics taken at this stage shall be used later on for authentication purposes.
u. The Bidder shall ensure all the arrangements and adequacy of displays and provide required instructions/ information to the candidates appearing for exam at Exam Centres.
v. All pre-examination phase processes shall be carried out by the Bidder in consultation with the client departments.
w. The bidder should have all the necessary components and dependency of source code of computer based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes.
x. The bidder shall arrange first aid box at all examination centres.

1.1.2 Examination Phase

- The Bidder shall provide adequately trained manpower during examination. An indicative requirements per 100 candidates are given below:

Resource	Quantity
Exam Centre Administrator	01
IT Manager	01
Invigilators	01 per 30 systems with a minimum of 2 in a room
Support Staff	Minimum 2 per 100 students (Suitability need to be justified with centres) and locations

Security Guards	Minimum 1 per 100 students (Suitability need to be justified with centres)
Peons	Minimum 2 per 100 students

- The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

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

- The Bidder shall complete registration and authentication process of the candidates before start of examination (digital photo, bio-metric finger print etc.) and after that allow candidates to appear for test at Examination Centres.
- The bidder shall provide progress reports as when required to the department from every center during the examination period.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feed Back Form, after the examination is over.
- The Bidder shall inform all candidates about the required stationery material to the candidates as per requirement of the examination and make necessary arrangements, if required
- The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- 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.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hour from each exam center. Other data such as attendance sheet, finger print, photograph, seating plan etc. (if any) should be sent to client department within 7 days of conclusion of each exam.

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1.1.3 Post Examination Phase

- The Bidder shall calculate marks obtained by each candidate as per requirement of client department
- The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to Bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- The Bidder should be able to hand over the raw responses/data to client department immediately (same day for morning shift & following morning for evening shift) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The Bidder shall provide an online facility to candidates to raise objections against the questions in the exam for a fixed time window. Post the objection time window, the Bidder will provide data of all the objections raised by candidates to client department. After resolving the objections, client department will provide the final answer keys for the question paper to the Bidder, which the Bidder will use to generate final scores.
- Mismatch settlement in case asked by the end client department. A signed copy of the same shall be shared by the bidder with the end client department.
- In case of examination being conducted across multiple shifts for the same subject, the Bidder shall provide normalized scores based on rules agreed with client department.
- In addition to providing scores Bidder shall provide Merit list computed as per rules provided by client department.
- The Bidder shall provide documented inputs and support for handling
  - Candidates queries
  - RTI queries
  - Court Cases

Note:

1. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to client department before implementation the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The Bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
3. The above requirements shall be in the form of support only. Bidder shall not be responsible for interactions with any third-party.

- Test Data Archiving: The Bidder shall archive the result and other examination data for future references after specified time, as per requirement of client department
- MIS generation/ customized reports: The Bidder shall provide adequate information to the Recruitment Wing as per the requirement of client department.

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

1.2 Scale of Operations:-

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

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

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

2. **Project Deliverables and Payment:**

The detailed breakup of payment would be shared by the individual departments when they will share the scope of work and details of assignment at the time of calling Financial Bids.

Note:

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

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

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

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

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

1. Eligibility Criteria
2. Technical Evaluation Criteria

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

S. No.	Eligibility Criteria	Documents Required
1	The bidder must be registered in India under the Companies Act, 2013 for at least five years as on bid submission date	Certificate of Incorporation
2	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 Crores	Audited Financial statement or CA Certificate
3	Average Annual Turnover of the bidder for recruitment/ examination related business in last three financial years (FY 14-15, FY 15-16 and FY 16-17) should be at least INR 5 Crores	CA Certificate
4	The bidder should have positive net worth for last three financial years i.e. (FY 14-15, FY 15-16 and FY 16-17)	CA Certificate
5	The bidder should have at least 200 employees on payroll of the company as on bid submission date	Certificate from Company Secretary/Certificate from HR Head counter signed by Authorized signatory
7	The bidder should have valid GST Identification no.	GSTIN Certificate

S. No.	Eligibility Criteria	Documents Required
8	The bidder must have successfully executed 5 Online {computer based} examination against different advertisements in India of minimum value of INR 1 crore each in last 5 years	LOI/Contract/Client certificate / Work Order
9	The bidder must have conducted online exam with 5,000 or more candidates in single shift for an online examination	LOI/Contract/ Client certificate / Work Order/ Authorised signatory certificate
10	The bidder must own the complete source code of the software being used for conducting the Computer based exam. The bidder must have the copyright of the source code and all its components.	Self-declaration by the authorised signatory
11	The bidder must have primary data center with DR site infrastructure for data Security. Both the Data Centres should be located in India in different seismic zones.	Self-declaration by the authorised signatory
12	The bidder must have ISO 9001 certification.	Certificate
13	The bidder should not be blacklisted by the central government/ any State Government/ Public Sector Units in India	Self-declaration by the authorised signatory
14	Authorisation of Bidder's signatory	Power of Attorney/ Board Resolution

2. Technical Evaluation Criteria

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

S. No.	Evaluation Criteria	Maximum Marks	Document Required
1	Average Annual Turnover (AAT) of the agency in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 15 Cr ≤ AAT ≤ INR 20 Cr : 3 marks INR 20 Cr <AAT ≤ INR 30 Cr : 6 marks INR 30 Cr <AAT ≤ INR 40 Cr : 9 marks INR 40 Cr <AAT : 12 marks	12	CA certificate

S. No.	Evaluation Criteria	Maximum Marks	Document Required
2	Average Annual Turnover of the agency for recruitment/ examination related business in last three financial years (FY 14-15, FY 15-16 and FY 16-17) INR 5 Cr ≤ Turnover ≤ INR 7 Cr: 5 marks INR 7 Cr < Turnover ≤ INR 10 Cr: 10 marks INR 10 Cr < Turnover ≤ INR 12 Cr: 15 marks INR 12 Cr < Turnover : 20 marks	20	CA certificate
3	The bidder should have minimum 200 employees on payroll. for no. of employees 200 – 300: 4 marks 301 – 400: 8 marks 401 – 500: 12 marks 501 – 600: 16 marks Greater than 600 employees: 20 marks	20	Certificate from the Company Secretary/ Self-certification signed by HR head and counter signed by Authorized signatory
4	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 and Functional Demonstration of Solution and Design - **5 Marks** **Maximum Marks- 10 marks**	10	Presentation
5	The bidder must have successfully executed 5 Online {computer based}examination against different advertisements in India of minimum value of INR 1 crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any state Government subject to max 5 marks	20	Copy of Work Order / LOI / LOA / Agreement / Client certificate / Completion certificate
6	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----------2 Mark OR • CMMi Level 4----------4 Marks OR • CMMi Level 5----------6 Marks **Maximum Marks : 18 Marks**	18	Valid copy of certificate
	Total	**100**	

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

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3. **Methodology for Selection of Firm for Empanelment and Award of Contract**

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

6. Negotiations

Normally, there would be no post RFP negotiations.

7. Award of Empanelment

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

8. Contract Agreement

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

9. Confidentiality

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

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SECTION V – STANDARD TERMS AND CONDITIONS

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

Format of Agreement

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

WHEREAS

a) Client Department intends to conduct online examination for the post of …… using the services of Agency M/s ……. as per the Scope of Work described in the RFP for empanelment and as described in the Financial Bid document published by the Client Department.

b) The Agency in pursuance of its Technical and Financial proposal shall undertake the work for Client Department as per scope and scale of examination requirements defined in the Technical and Financial proposals.

c) The selected Agency shall at his own expense deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) of amount equal to 10 % of the project value from a Nationalised/Scheduled Bank valid till 6 months beyond the contract period payable on demand, for due performance and fulfilment of the Agreement by the Agency. The PBG shall have to be submitted to the client Department within 15 (fifteen) days of issuance of Work Order/ LoI to the empanelled bidder by the client department.

d) All the terms and conditions shall also be applicable as per the empanelment under the agreement signed between end client department and Successful Bidder.

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

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

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

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

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

In presence of	Signed by
(Witnesses)	For and on behalf of Client Department
(i)	
(ii)	(Authorized Representative)
(Witnesses)	For and on behalf of Agency
(i)	
(ii)	(Authorized Representative)

1.Application

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

2. Conflict of Interest

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

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

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

   (ii) The selection process for such contract, or

   (iii) Supervision of such contract;

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

3. <u>Unfair Competitive Advantage</u>

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

4. <u>Disclaimer clause</u>

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

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5. Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or departments shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract

6.Disclosure of Interests and Links

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

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

7.Standards of Performance

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

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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.

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 GoUP.

Limitation of Liability

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

18. Fraud and Corruption

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

- Defines, for the purposes of this provision, the terms set forth below as follows:

  - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

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- "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 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 "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.

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. UPDESCO_GoUP_IT_Exam_2017/03 for "**SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE 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) Company 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 Tender 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 Depatment /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..UPDESCO_GoUP_IT_Exam_2017/03 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

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 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

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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.

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.

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Technical Evaluation for Online (Computer 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.	**Organizational Strength**	**100**	
1.1	The bidder should have executed similar projects with X candidate count (conduct of Online (Computer Based) Examination) against different advertisements in India, (X = Department needs to put the candidate count, based on its expected candidate count) over 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 (INR) from Assessment Business for the period X years • 15Cr< 25 Cr: 5 marks • 25Cr– 50 Cr: 7 marks • > 50 Cr: 10 marks	10	CA Certificate
1.3	The firm should have at least X employees on payroll of the company, at least for the last six months from the date of release of this tender (X = Expected No of Candidate Count/500 *4 + 50) a)Exam Centre Administrator – 1 per 500 nodes or less. b)IT Manager – 1 every 250 nodes c)Support Manager – 1 every 500 nodes or less 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 successfully executed X Online {computer based}examination against different advertisements in India of minimum value of INR Y crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any State Government subject to max 5 marks	20	Valid copy of certificate

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S. No.	Evaluation Criteria	Maximum Marks	Document Required
1.5	The Bidder should have infrastructure of min 100 nodes, in DHQs of UP with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity etc. = or <20 DHQs … 2.5 marks 21-30 DHQs …….. 5 marks 31-40 DHQs ……. 7.5 marks 41-50 DHQ …….10 marks	10	Proof of Agreement of having nodes in UP/ self-declaration (on letterhead)by the authorized signatory
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 Online (Computer 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.	**Organizational Strength**	**100**	
1.1	The bidder should have executed similar projects with X candidate count (conduct of Online (Computer Based) Examination) against different advertisements in India, (X = Department needs to put the candidate count, based on its expected candidate count) over 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 (INR) from Assessment Business for the period X years • 15Cr< 25 Cr: 5 marks • 25Cr– 50 Cr: 7 marks • > 50 Cr: 10 marks	10	CA Certificate
1.3	The firm should have at least X employees on payroll of the company, at least for the last six months from the date of release of this tender (X = Expected No of Candidate Count/500 *4 + 50) a)Exam Centre Administrator – 1 per 500 nodes or less. b)IT Manager – 1 every 250 nodes c)Support Manager – 1 every 500 nodes or less 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 successfully executed X Online {computer based}examination against different advertisements in India of minimum value of INR Y crore each in last 5 years 3 marks for each project subject to max 15 marks Additional, 2.5 marks for each project with any state Government subject to max 5 marks	20	Valid copy of certificate

S. No.	Evaluation Criteria	Maximum Marks	Document Required
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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_Online_Exam_2018	2018_UDSCL_166554_1	SELECTION OF FIRMS FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

The pre-bid meeting has been convened on 16th March, 2018 at 1400 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

TATA CONSULTANCY SERVICES LTD. MUMBAI

Responses (including Corrigendum) to Pre-bid queries against REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR EMPANELMENT TO CONDUCT ONLINE EXAMINATIONS FOR DIFFERENT DEPARTMENTS OF UTTAR PRADESH

eBid Reference: GoUP_Online_Exam_2018 Tender Id: 2018_UDSCL_166554_1

eTenderPortal: http://etender.up.nic.in

eBid Submission End Date has been extended upto 1200 Hours on 10-April-2018

Opening of Technical eBids has been revised to be opened at 1200 Hours on 11-April-2018

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
1.	14	1.1 Scope of Work	Question Bank Module	Please confirm if the vendor has to prepare question paper for all exams. If 'YES', confirm the following points - (a) Languages - Will it be limited to English and / or Hindi only? Do we also consider Urdu for some or all exams? (b) In case of more than two languages are required then we would like to inform that, due to paucity of display space, following industry standard questions in only two languages (English + One more language such as Hindi or Urdu) would be displayed for the candidate. Please confirm this provision is fine for conduction of exams envisaged by UPDESCO. (c) What would be the ratio of number of question papers to number of batches? (d) How many questions will be required for each batch?	Yes, the Agency is expected to prepare question papers for all exams as per the requirement of the Departments. The languages whether English, Hindi, Urdu or any other language or any combination along with the number of question paper per batch etc. shall be defined by the Department and communicated post empanelment.

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
2.	14	1.1 Scope of Work	Question Bank Module	In case UPDESCO would provide the questions then the same has to be provided in Unicode compliant script. Please confirm.	As per RFP
3.	14	1.1 Scope of Work	Honorarium/ Payment Module Bank Reconciliation Module	Please provide clarity regarding the requirement of these two modules.	a) Honorarium/ Payment Module: Honorarium payment management for experts b) Other payment related to registration fee etc. The same shall be shared by the client department with empaneled agencies
4.	14	1.1 Scope of Work	Examination Centre Allocation & Scheduling Module	(a) What would be the duration of the exam for each batch? (b) How many batches are planned for a day?	a) The requirement shall be shared by the client department to the empaneled agencies b) The same shall be shared by the client department with empaneled agencies
5.	14	1-Scope of Work Section 1.1	Administrative Modules at different level like (HO, ZO,RO etc.)	Request the department to give more clarity regarding the tasks expected under the administration tasks header.	Administration at Head Office, Zonal Office and Regional Office
6.	15	1-Scope of Work Section 1.1	Certificate Generation and Verification Module: Certificate generation for internal authorization and authentication purposes.	Request to please elaborate the scope of certificate generation/verification - offline or using digital signatures etc.	The same shall be shared by the client department with empaneled agencies

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
7.	15	1-Scope of Work Section 1.1.1	The bidder has to design a separate website for receiving the online application.	Please confirm on the approach for each department like if there is any requirement of a separate registration module for each department. If so, please provide us with the total number of departments involved.	The approach may be different depending upon the parameters like scalability, scope etc. The number of the Departments may vary.
8.	16	1-Scope of Work	Physical Security (The objective of physical security is to safeguard personnel, information, equipment, IT infrastructure, CCTV, facilities and any other assets at the examination center and other strategic places.)	Please specify the period of retention CCTV footage	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	Police deployment is out of Bidder's scope
10	16	1-Scope of Work 1.1.1 Pre Examination Phase Point C	c. Any other processes related to conduct of Examination.	Please provide more clarity over **"Any other Processes"** mentioned in this clause.	As per RFP. The same shall be shared by the client department with empaneled agencies
11	17	Section 1.1.11..1.1	The Bidder shall provide help to candidates through a call center (telephone/email) on need basis depending upon the requirement of the examination.	It is assumed that the languages required for helpdesk is English & Hindi. If not, please specify which all languages. Please specify whether provisioning of Toll free number is in bidder's scope. Please confirm that the helpdesk needs to be provisioned for office hours.	Hindi and English. The requirement of call center shall be dependent upon client Department requirement. The Department shall also inform in advance about the timings of helpdesk, toll free number provisioning etc. to the empaneled agencies.

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
12.	18	Section 1.1.2 Examination Phase	The Bidder shall complete registration and authentication process of the candidates before start of examination (digital photo, bio- metric finger print etc.) and after that allow candidates to appear for test at Examination Centres.	It is mentioned about bio-metric finger print. Please specify whether the bio-metric identification devices are to be provisioned by the bidder?	Yes, the same shall be provisioned by the Bidder. However, the quantity & exact requirement shall be shared by the client department with empaneled agencies
13.	19	Section 1.1.3	The Bidder should be able to hand over the raw responses/data to client department immediately (same day for morning shift & following morning for evening shift) after the candidate's response upload from local exam server.	Please confirm if we can hand over the raw responses/data to client department after the entire series of exams for a department rather than after each exam as we have exams being scheduled continuously.	As per RFP. However, the department would be at liberty to demand the raw responses/ data as per their requirement.
14.	19	1.1.3 Post Examination Phase	The Bidder shall calculate marks obtained by each candidate as per requirement of client department	Please clarify the specific requirements.	The same shall be shared by the client department with empaneled agencies
15.	19	1.1.3 Post Examination Phase	Mismatch settlement in case asked by the end client department. A signed copy of the same shall be shared by the bidder with the end client department.	Please elaborate on 'mismatch settlement'.	Settlement of mismatch in actual score and documented score
16.	20	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

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
17.	20	1.2 Scale of Operations-Note	Consortiums or sub – contracting will not be allowed.	Considering wide area of scope, requesting you to please allow consortium & sub-contracting for flawless execution of the project. As it is very much essential for 1) Big examinations which has Massive number of candidates expected in single shift and similarly same no. for three shifts in a day, in this case we require an expertise to conduct 2) proper frisking, security, skilled manpower deployment and also for 3) quality center bookings 4) considering specially abled candidates accessibility and female accessible centers is also of outmost For choosing the centers. 5) Considering the success, we had in the past deploying this model. We request you to allow the consortium. Provided all criteria are fulfilled by the lead bidder and all project related responsibility will also to be borne by lead bidder.	As per RFP. The complete responsibility shall lie with the Agency.

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
18.	20	1.2 Scale of Operations	NOTE: Consortiums or sub –>contracting will not be allowed.	Would like to request the department that please allow the consortium for max 2 entities/companies. As it helps in successful execution of the project. Considering our past experience, where we have executed the work in consortium, the work has been flawless and apt and relatively it is easier in execution with our partner. We request you to consider that the lead bidder should qualify the qualifying criteria and whole ownership and responsibility should lie on the lead bidder only and the consortium partner will only be allowed for assisting the project related activity in accordance of the directives provided by the lead bidder.	Please refer S. No. 13
19.	20	1.3.2	Duration of empanelment would be of 36 months which can be extended further for 24months	Since the envisaged contract period is 3 + 2 years we would request UPDESCO to consider a 10% upwards revision of the empaneled rates at the end of every 2 years. We would also request UPDESCO to pay for the taxes as per the prevalent rules at the time of invoicing. Please confirm.	Financial bids are not being sought under this empanelment RFP
20	21	1.Eligibility Criteria:	1. The agency must be a company/ firm registered in India under the Companies Act, 2013 for at least three	We would request UPDESCO to change the clause to also allow Companies registered under Companies Act, 1956.	The clause shall be read as

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
			years as on bid submission date.	Suggested clause - *The agency must be a company/ firm registered in India under the Companies Act, 2013 / 1956 for at least three years as on bid submission date.*	"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"
21	21	Eligibility Criteria	2. The bidder should have Annual turnover of INR 15 Crore in the last three financial years	Request you to change the turnover criteria to 25 cr in last 3 financial years.	Please refer S.No 62
22	22	Eligibility Criteria	The bidder must havesuccessfully executed 5 Online {computer based} examination against differentadvertisements in India of minimum value of INR 1crore each in last 5 years	Requesting you to consider the work orders from Nodal Agency in this clause, as projects are considered as per different work order for different departments.	Agreed. The work orders should be separate eliciting different projects

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
23	22	Eligibility Criteria	The bidder/ bidder group companies must haveprimary data center with DR site infrastructure fordata Security. Both the Data Centers should be located in India in different seismic zones.	Department should allow bidder to use the third party DC & DR/cloud services with the following prerequisites :- 1) The bidder shall provide hosting in Tier 3 Data centre or equivalent within geographical boundaries of India. All sizing has to be done by the MSP and provide this as a service. § Bidder shall be single Point of Contact for managing DC and DR. 2) The Cloud Infrastructure should have 99.99% uptime per year for the storage Infrastructure. Along with this availability also should be higher 99.9999%. 3) Cloud 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 Cloud Service Provider should be certified in providing cloud services by having following certifications ISO 27001, ISO/IEC 27017, ISO 27018, ISO 20000.§ The MSP should meet all the security requirements indicated in the IT Act 2000, 5) The MSP shall report (in writing) any information security breaches to the Board 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) MSP should make sure that the Board must be able to access and retrieve such data in a cloud service provider environment when reasonably	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 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

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Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
				demanded by board for audit purposes and inspections, etc. 7) The MSP shall not delete any data present on cloud at the end of the agreement without the express approval of the Board needs to give 90 days 8) MSP will be responsible for managing RTO (as per specifications), RPO(as per specifications), DR Drills for the entire solution	gain access to or interfere with the Project's Data, facilities or Confidential Information 6) The Biddershall ensure that the Department must be able to access and retrieve such data in a service provider environment when reasonably demanded by Department for audit purposes and inspections, etc. 7) The Bidder shall ensure that data shall be retained at the end of the agreement and shall not be omitted without the express approval of the Client Department 8) The Bidder will be responsible for managing RTO (as per specifications), RPO(as per specifications), DR Drills for the entire solution The Department while publishing the requirements to the empaneled agencies may also consider other options.
24	22	Eligibility Criteria	The bidder must own the complete source code of the software being used for conducting the Computer based exam. The bidder must have the copyright of the source code and all its components.		Query not mentioned

Sr.	Pg	Clause No.	Reference/ Subject	Clarification Sought	UPDESCO Responses
25	22	Eligibility Criteria	The bidder must have authorized and globally acceptedISO software certifications.	Sincere request to the department is to change the criteria as mentioned - "The bidder must have an ISO 27001 and ISO 9001:2008 Certification.	As per RFP
26	22	Section-IV,1-Eligibility Criteria	The bidder must have successfully executed 5 Online {computer based} examination against different advertisements in India of minimum value of INR 1 crore each in last 5 years	For every state, there will be a nodal agency who will be conducting the statewide exams for all the departments. They will provide separate Work Orders for each exam for each department. So we assume we can showcase the work order from single nodal agency for multiple departments to be considered as a separate client in this context. Request you to kindly modify the same in this aspect and consider advertisement/projects/work orders.	Agreed. The work orders should be separate eliciting different projects
27	22	Section-IV,1-Eligibility	The bidder must have primary data center with DR site infrastructure for data Security. Both the Data Centres should be located in India in different seismic zones.	**Request you to please change the criteria as below:** Since the exam related data is sensitive, we recommend to host the application and data in state data centre else third party commercial data centre. Kindly modify the clause to hosting the application in State Data Centre/Third Party commercial data centre (Tier 3)/Bidder's own Data Centre.	Please refer S. no 17