



**National Academy of Customs,
Indirect Taxes and Narcotics**

**NACIN Complex
Sector 29, Faridabad-121008**
Phone: 0129- 2504652-54 Fax: 0129- 2504632

**Request for Proposal (RFP)
For Providing Computer Based Examination Services**

Closing Date & time: 14.08.2018 at 12.00 Hrs.

RFP No: F. No 11(15) Misc./35/2017/NACIN

Date: -10th July 2018

Name of Bidder
Address of the bidder
.....
.....

Signature of Bidder

(This document is non transferable)

This document contains 47 pages including the cover page. Please check that all the pages are intact in the document.

DISCLAIMER

This RFP is for selection of a Technology Partner by National Academy of Customs, Indirect Taxes and Narcotics, Government of India ("NACIN") for conducting Computer Based Examination (CBE), as per terms of Request for Proposal document ("RFP"). The information contained in this RFP or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of NACIN or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by NACIN to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. NACIN and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

NACIN also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP. NACIN may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. **The issue of this RFP does not imply that NACIN is bound to select a Bidder or to appoint the Selected Bidder, as the case may be. NACIN reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.**

The Bidder shall bear all the costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NACIN or any other costs incurred in connection with or relating to the Proposal. All such costs and expenses will remain with the Bidder and NACIN shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

No contractual obligation whatsoever shall arise from the tender process until and unless a formal contract is signed and executed by the duly authorized office bearer of the selected service provider with NACIN.

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TIME LINES

S. No.	Particulars	Details
1.	Issue of RFP Document	10.07.2018
2.	Last Date for Submission of Pre-Bid Queries	24.07.2018 at 05:00 PM
3.	Pre-Bid Meeting	31.07.2018 at 11:00 AM
4.	Last Date and Time for Submission of Bids	14.08.2018 at 12.00 Hours
5.	Address for Submission of Bids	Online Bid Submission at CPPP portal https://eprocure.gov.in
6.	Date and Time for Opening of Pre-qualification	16.08.2018 at 03.00 PM at NACIN Complex, Sector 29, Faridabad
7.	Date and Time for Opening of Technical Bids	17.08.2018 at 11.00 AM NACIN Complex, Sector 29, Faridabad
8.	Technical Presentation to be made by the bidder before the Evaluation Committee (not more than 30 minutes).	17.8.2018 at 12.00 PM at NACIN Complex, Sector 29, Faridabad
9.	Date and Time for Opening of Financial Proposal	17.8.2018 at 2.00 PM at NACIN Complex, Sector 29, Faridabad

CHECK LIST FOR THE BIDDERS

The Bidder should ensure that all the pages of this RFP document are duly signed by the authorized signatory or the bidder as a token of acceptance of all the terms and the conditions of RFP. Any other document/ paper submitted by the bidder should also be signed by the authorized signatory or the bidder under his signature with official seal, wherever applicable.

2. The Interested bidders are required to submit their bid through Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) in soft copies (PDF or any other format which cannot be modified) containing all documents including the documents in support of meeting the pre-qualification criteria, the Technical bid and the financial bid. The technical bid should cover the issues specified in technical evaluation criteria specified in Para 2 of Section IV.

3. The documents submitted by bidder will be placed at the Central Public Procurement Portal, and will be made available to NACIN, as per the defined time lines.

4. The bid fee and bid security amounts will be submitted in person to Deputy Director (Examinations) NACIN, on or before the deadline for submission of bids in electronic format at CPPP.

5. The following documents form part of the RFP and should be submitted with the RFP:

S.No.	Documents to be submitted	Documents submitted	
		Yes/ No	Page No. at which Document Attached
1	The RFP document is to be downloaded from Internet and Demand Draft (DD) of Rs.10,000/- (Rupee Ten Thousand only) from a Nationalized / Scheduled Bank should be attached, in favor of PAO, CBEC payable at New Delhi, as the cost of the bid document.		
2	Earnest Money Deposit of Rs. 2,00,000/- (Rupees Two Lakh only) in the form of a Demand Draft /Bank Guarantee issued by any nationalized or scheduled bank in favor of PAO, CBEC payable at New Delhi.		
3	Certificate of Incorporation/ Registration		
4	Certified copy of PAN Card		
5	Copies of the I.T. returns for FY 14-15, 15-16, and 16-17 along-with computation of income.		
6	Attested copy of GST Registration number		
7	Attested copy of Article or Memorandum of Association or partnership deed or proprietorship registration, as the case may be.		
8	Certificate from the Chartered Accountant certifying the turnover of the Bidder for FY 14-15, 15-16 and 16-17		
9	Financial bid as per prescribed format		
10	Annexure A-1 to A-6, Annexure B-2 and B-3 (signed by authorized signatory or the bidder)		

GLOSSARY

Bid	“Bid” means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in RFP document inviting such offers.
Bidder	“Bidder” means any eligible person or firm or company participating in a procurement process with a Procuring Entity.
BD/ RFP	“Bid document” or “Request for Proposal” means a document issued by the Procuring Entity, including any amendment thereto, that sets out the terms and conditions of the given procurement and includes the invitation to bid.
BS/EMD	“Bid security” [including the term ‘Earnest Money Deposit’(EMD)] means a security from the bidder securing obligations resulting from a prospective contract award with the intention to avoid the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the contract or failure to provide the required security for the performance of the contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents.
Contract	“Contract” means, the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the President of India and the contractor, together with the documents referred to therein including instructions issued from time to time by NACIN and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
Contract Price	“Contract Price” means the price payable to the Technology Partner or the Service Provider, under the work order for the full and proper performance of its contractual obligations.
CBE	Computer Based Examination
EC	Evaluation Committee
e-Procurement	“e-Procurement” means the use of information and communication technology (specially the internet) by the Procuring Entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non-discriminatory and efficient procurement through transparent procedures
FP	Financial Proposal
GCC	General Conditions of Contract
IEM	Independent External Monitor
IP	Integrity Pact
Invitation to pre qualify	“Invitation to (pre-)qualify” means a document including any amendment thereto published by the Procuring Entity inviting offers for pre-qualification from prospective bidders.
MoU	Memorandum of Understanding
NACIN	National Academy of Customs, Indirect Taxes and Narcotics
NDA	Non-disclosure Agreement
PAN	Permanent Account Number
PB	“Prospective bidder” means anyone likely or desirous to be a bidder
PQBP	“Pre-qualification (bidding) procedure” means the procedure set out to identify, prior to inviting bids, the bidders that are qualified to participate in the procurement;
PQD	“Pre-qualification document” means the document including any amendment thereto issued by a Procuring Entity, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
(C) PSU/PSE	(Central) Public Sector Undertaking/Enterprise
QCBS	Quality and Cost Based Selection
REoI	Request for Expression of Interest
Service	“Service” means all activities related to conduct and performance of contractual obligations under the contract.
Short closed	Closing of contract prior to total period prescribed in RFP in case the bidder/ TP fails to complete the work in the prescribed time limit, including any extension granted by NACIN.
SCC	Special Conditions of Contract
TC	Tender Committee or Tender Purchase or Evaluation Committee
TP/SP	Technology partner or the Service Provider

SECTION – I

LETTER OF INVITATION

National Academy of Customs, Indirect Taxes & Narcotics (NACIN) is the apex institute of Government of India for capacity building in the field of indirect taxation. It is under the administrative control of the Central Board of Indirect Taxes and Customs (CBIC), Department of Revenue, Ministry of Finance, Government of India. NACIN also plays a vital role in international capacity building by imparting training to officers of various countries in the field of customs, drug laws and environment protection.

2.1 CBIC gets conducted a number of examinations, which are primarily descriptive type, where answers are written by the candidates in paper sheets, to be evaluated later by the designated examiners. Recently NACIN has also been authorized to conduct an examination for confirmation of enrolment of Goods and Services Tax Practitioners (GSTP) in terms of sub-rule (3) of rule 83 of the Central Goods and Services Tax Rules, 2017, vide notification No. 24/2018-Central Tax dated 28.05.2018. The said examination is proposed to be Computer Based objective type multiple choice Examination.

2.2 In addition, NACIN conducts various trainings for the Central and State Government Officers and also for other stakeholders which are currently not evaluated. It is now proposed to review the same and conduct a Computer Based objective type multiple choice Examination at end of such courses as well. Besides, there is possibility of conducting the departmental examinations also as Computer Based Examination (CBE), and NACIN will initiate further action in this regard in consultation with the selected technology partner.

3. NACIN therefore, intends to select a Technology Partner (TP) or the Service Provider through open tender process, to help NACIN in conducting CBE. The TP will be required to provide services as specified in Section II (Scope of Work) of this RFP.

4. This invitation to bid is open to all Bidders, located in India, meeting the pre qualification criteria, as mentioned in this RFP Document. The RFP includes the following documents:

Section I	Letter of Invitation
Section II	Scope of Work
Section III	Instructions to the Bidders
Section IV	Technical Proposal
Section V	Financial Proposal
Section VI	Selection of Technology Partner
Section VII	Terms of Payment
Section VIII	Miscellaneous
Section IX	General Conditions of Contract
Section X	Special Conditions of Contract
Annexure	A1-A6 and B1-B3

5. **The bids should be submitted in electronic document form and uploaded on Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) on or before 14.8.2018, up-to**

1200 hrs. The bids received after closing time will not be accepted, except in case of extension of time limit for submission of bids by NACIN.

6. The bid should be submitted in three separate folders, containing supporting documents for the pre-qualification of the bidder, Technical Proposal and the Financial Proposal for the **“Appointment as Technology partner for conduct of Computer Based Examination by NACIN”**.

7. The pre-qualification criteria for the bidder will be as follows:

S.No	Criteria
1.	The bidder should be a business registered in India under any of the legally recognized forms such as a Company registered under the Companies Act 1956/2013, a Registered Society, a Partnership firm etc.
2.	The bidder should have average annual turnover of Rs. 5 Crore or more in each of the given financial years (14-15, 15-16, & 16-17).
3.	The bidder should have positive net-worth and should have been a profit making entity in the financial year 2016-17.
4.	The bidder should have proven experience of at least 3 years (2014-15, 15-16 and 16-17) in the field of computer based examination in multiple languages (at least three) on all India basis, spread across at least seven states.
5.	The bidder should have successfully conducted at least One (1) Computer Based Exam, having minimum 5,000 candidates scheduled/appeared in single shift for any department/Exam conducting body of Central or State Govt./PSUs/autonomous bodies/exam conducting bodies, on all India basis spread across at least seven states, during the period 2014-15, 15-16 and 16-17.
6.	The bidder should have successfully administered Question Bank or Question Paper having at least 1000 questions (in toto) for Government Departments/PSUs/ autonomous bodies/ exam conducting bodies.
7.	The Software for question paper authoring and conduct of CBE must be owned by the bidder i.e. the TP should either own the copyright of the source code being used for conducting the computer based examinations; or the bidder should have licensed copy of the application.
8.	The Bidder should have ISO 27001 (Information Security Management System Standard) certification on the date of application .
9.	The bidder should not be Black Listed by any Government department or Semi-government organization on the day of bidding. The bidder has to submit a self declaration that no investigation is pending against them at the date of application . Any investigation being carried out against the bidder at the date of application needs to be specifically mentioned and brought to information of NACIN.
10.	The Bidder should have capacity of conducting Computer Based Exam for 20,000 Candidates in Single Shift.

8. The proposal to be submitted must be signed by the authorized representative of the bidder or the bidder itself. Proposals must include a statement signed by all key personnel agreeing to participate on the terms as provided in the RFP.

9. A List of Govt. Departments/Autonomous Bodies/PSUs/Public Service Commissions where the bidder has done or is doing the similar work should be submitted along-with tender. **The bidder should also provide details regarding the deliverables as understood by the bidder w.r.t. the scope of work along with details of infrastructure at each tentative venue as envisaged by the bidder.**

10. Each bidder is required to submit, at the time of submission of bid, the **Bid fee of Rs 10,000/- (Rs Ten Thousand) and the Bid security/ EMD of Rs. 2,00,000 (Rs. Two Lakh)** in the form of a Demand Draft /Bank Guarantee issued by any nationalized or scheduled bank in favour of **Pay and Accounts Officer (PAO), Central Board of Excise and Customs, I.P. Estate, New Delhi, payable at New Delhi.**

11. The pre eligibility evaluation will be done on 16.8.2018 and those found eligible will be invited to make a presentation before the Evaluation Committee on 17.8.2018 to assess their technical competence. The financial bids of only those bidders will be opened who are found to meet the technical competency criteria.

12. The details of terms and conditions are given in Bid document. The right to accept or reject the whole or part thereof of any bid document without assigning any reason what so ever is reserved with NACIN.

13. At any time, prior to the date of submission of Bids, NACIN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify RFP by amendments. The amendments shall be notified on NACIN website (<https://www.nacen.gov.in/>) as well at CPPP, and said amendments will be part of RFP.

14. NACIN reserves the right to extend the deadline for submission of bids, in case bids received are less than three or in case of any substantive amendment, which may require additional time by the bidders to meet the revised/amended criteria.

15. NACIN reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of contract without there by incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder.

16. The selected technology partner will have to submit a performance guarantee of Rs 3 lakh, and sign an agreement with NACIN with validity of two year, with a provision to extend the contract for another one year with an escalation of payment up-to 5%, as mutually agreed, with other terms and conditions remaining same.

(Ms. Poonam Bhatt)
Deputy Director (Examinations) NACIN Complex
Sector 29, Faridabad-121008

SECTION II

SCOPE OF WORK

The Technology partner (TP) to be appointed, and NACIN, will be required to work together to conduct the Computer Based Examination (CBE) on all India basis at regular intervals, at the centers as specified by NACIN.

2. The TP shall provide the technology, operational solutions and examination centers for the conduct of CBEs. The question bank will be provided by NACIN and it shall be in English. The question paper will be prepared by TP through randomization of the question bank supplied by NACIN. Each question will be MCQ with four answer options. Based on computer-based randomization of serial-numbers of questions and answer-options, various sets of question papers will be created by TP for a single shift examination. The TP will be required to prepare the question paper and the answer keys, in the languages as specified by NACIN. All the translation work associated with conduct of examination will be handled by the TP. The cost of translation will be borne by NACIN on actual basis. Further, NACIN reserves the right to get any translation work done through any other agency. The material for conduct of said examination will be the sole property of NACIN and the TP will have no rights of any type on the said material.

3. The TP should be located in India and shall provide a dedicated team, which shall be responsible for the execution and delivery of the work. In case of any member not being available, the TP will provide a replacement having same or higher qualifications for the smooth completion of the process. NACIN, at its sole discretion, may also specify the location from where the team will operate, including premises of NACIN or its Zonal/Regional units or any other formation under CBIC. TP will create a help desk 7 days prior to date of examination, which will be operational 24*7, till the completion of the examination. The TP will also set up a command centre with NACIN having a dashboard for monitoring the CBE.

4. The Software for question paper authoring and conduct of CBE must be owned by the bidder i.e. the TP should either own the copyright of the source code being used for conducting the computer based examinations; or the bidder should have licensed copy of the application. The TP should be able to make changes as and when required in any of the components of the software/source code being utilized for the purpose of conducting the CBEs, throughout the term of contract.

5. The TP should be ISO 27001 certified and should have an in-house quality assurance and product testing team with proven and robust quality management processes. The TP must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.

6. The TP should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration requirements of the system used to conduct the CBEs. Results of such performance tests should be made available to NACIN as and when required.

7. The TP should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code and the infrastructure must be carried out. Results of such security tests should be made available to NACIN as and when required.

8. There should be suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional centre locations, candidate's data etc. and same should be clearly indicated in the technical proposal.

9. The TP should be able to support the entire solution (across India) on a 24 x 7 basis with a maximum response time of 3 hours.

10. Pre Examination Activities:

(i) The TP shall provide for registration of candidates interested in appearing for the examination. This will include capturing of particulars, identification documents and any other details of the candidates as may be prescribed by NACIN; and generation of admit card in the prescribed format. NACIN will provide a list of eligible candidates to the TP. The TP will also be responsible for allocation of test centres to the candidates in consultation with NACIN.

(ii) In the registration process, the TP shall also collect fee prescribed by NACIN from each candidate electronically and deposit it in a Government account as informed by NACIN. On completion of all registrations, the TP shall provide a consolidated statement of the total number of candidates city-wise, along with total amount of fee collected and deposited by TP in the Government account.

(iii) At least one day before the date of examination, the TP shall test and certify that the application is functioning at each centre on each node with full load. It will also certify that adequate arrangements have been made to meet exigencies like power failure, electrical system break downs, LAN or switch failing, nodes failing, test-server failing etc. The TP shall also submit the Emergency Management plan prior to deployment of application or kick off the examination process.

(iv) It will be the sole responsibility of the TP to ensure that the Test centers should have basic facilities e.g. tables, chairs, adequate supply of drinking water, toilets etc.

(v) The TP will carry out all activities relating to Question Bank and transfer of Question Papers under the supervision of NACIN. The question bank and the format of question paper will be provided by NACIN. The TP will be responsible for providing requisite user friendly software, methodology, and randomization of question papers as well as the answer options.

(vi) At least ten days before the date of examination, the TP shall install the software in secured computer system/server to be kept in NACIN office or any other office as specified by NACIN. Due training to handle said software shall also be provided by the TP

to the officer(s) so designated by NACIN, along with dummy drill for handling question papers.

(vii) Once the question paper format is approved by NACIN, the TP will make question sets of appropriate standard and composition, as required by NACIN.

(viii) The modalities of transferring the Question Pack and dissemination to the candidates will be done by the TP as per the procedures specified by the NACIN.

(ix) Minimum **256** bit encryption should be applied to the data that is transmitted over the internet.

(x) The software used by the TP should support standard features such as automatic calculation of test score, time left, flag questions for review, navigation to unanswered questions and prompt for submission.

(xi) The TP shall be responsible for designing and for developing various modules required and for providing requisite user friendly software/application and methodology. The TP shall provide proper facility to the physically challenged/handicapped candidates.

(xii) The TP will set up a Command centre as per requirements of NACIN, for monitoring and supervision of Exam activities of all the venues.

(xiii) The TP shall provide facility for prior multiple mock tests on the website for registered candidates to acquaint themselves with the interface and pattern before the examination date.

11. Conduct of the Examination:

(i) The TP shall provide adequate staff for smooth conduct of CBE. Each examination centre shall have a minimum staff as stated below:

- a) Test Centre Administrator/ Invigilator: 1 per centre.
- b) IT Manager/Assistant Supervisor : 1 per centre
- c) Technical Support Staff: 1 per 50 candidates

Note: NACIN reserves the right to post any additional staff, as deemed appropriate.

(ii) The TP will verify candidates based on admit card containing photograph of the candidate.

(iii) The TP will take appropriate steps and ensure that the candidates appearing in examination are not allowed to carry with them any mobile phone or any electronic gadget inside the examination centre.

(iv) The attendance sheet and sitting plan of the candidates at each center will be provided by the TP to NACIN, before commencement of the examination.

(v) The TP shall ensure that the encrypted question bank / question paper supplied by NACIN gets decrypted just before commencement of the examination.

(vi) The TP shall ensure that question papers are properly displayed to candidates on their computer screens at the designated time. The software should pick up and display multiple choice questions in random order for each candidate from the question bank. It should also randomize the serial numbers of answer options. Once a question is answered by clicking one of the options, the software should immediately pick up and display next question, with multiple answer options.

(vii) The application software provided by TP should auto save the responses of the candidate.

(viii) The TP shall ensure that one work station is provided to each candidate. The work stations should be sufficiently spaced with partitions in between two adjacent ones, so that any candidate is not able to view computer screen of other candidates.

(ix) While exam may be conducted on local LAN, data of test progress should be accessible to NACIN for monitoring purposes. TP should provide reports to NACIN, as and when required, to view the examination progress.

(x) Audit trail of the examination activity should be recorded and should be made available to NACIN on demand.

(xi) The TP shall provide facility to view the question wise test details such as the question, answer marked by candidate, correct answer of the question etc. in case required by NACIN.

(xii) The TP shall take all steps to prevent leakage of question papers and TP will be solely responsible for any breach in security during conduct of the examination.

12. Post Examination Activities:

(i) The TP shall transfer the entire data of the examination including scores obtained by each candidate to NACIN after completion of the examination, as per time frame provided by NACIN. If required by NACIN, the TP shall also communicate to each candidate his/her test score in a format prescribed by NACIN.

(ii) The TP shall also electronically generate a **“Certificate of Qualifying Exam”** as per directions of NACIN and in a format prescribed by NACIN. The responsibility to forward such certificates to the successful candidates within time limit prescribed by NACIN will be that of TP.

(iii) The TP shall also forward a consolidated list of successful candidates in a format as specified and at the emails provided by NACIN, with a copy to NACIN.

(iv) The TP shall prepare log Reports/ other reports, as desired by NACIN.

(v) The TP will re-generate questions and answers of candidates, in case required by NACIN, and assist NACIN in responding to any query under Right to Information (RTI) Act or any other query related to the examination.

(vi) The TP will resolve any discrepancy noticed by the NACIN while processing the result.

SECTION-III

INSTRUCTIONS TO THE BIDDERS

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process. NACIN will in no case be responsible or liable for any costs, regardless of the conduct or outcome of the bidding process.

2. The Bidder is expected to examine all instructions, forms, terms and specifications in the RFP document. Failure to furnish required information as per the terms of RFP may result in rejection of the bid.

3. A **pre bid meeting** will be held on 31.7.2018 at 11.00 AM and NACIN will address queries of interested bidders requiring any clarification on the terms of RFP. The interested bidders should send their queries through e-mail or speed post latest by 24.7.2018 (5.00 PM) to

Ms Poonam Bhatt, Deputy Director (Exams),
Room No 5, NACIN Complex, Sector-29, Faridabad.
Ph No. 0129-2504653; email: poonambhatt.irs@gov.in

In the following format:

S.No	Page Number	RFP Reference (Para no.)	Content of Para requiring clarification	Points of clarification

Note:

(i) Any requests for clarifications received after specified time will not be entertained.

(ii) The Corrigendum/addendum (if any) and clarifications to the queries from all the bidders will be posted on the NACIN website (<https://www.nacen.gov.in/>) as well at CPPP preferably by 3.08.2018.

(iii) Any clarification issued by NACIN in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clause/s of the RFP documents.

4. The interested bidder shall submit required documents in support of meeting the pre-qualification criteria, bid fee of Rs 10 thousand, bid security/ EMD of Rs 2 Lakh, the technical bid as per the prescribed format, the financial bid as per the prescribed format and other documents as per Annexure-1 to 6, B-2 and B-3 of this RFP.

5. **A conditional price bid or a bid submitted with adjustable price quotation will be summarily rejected.**

6. The Bid submitted by the bidder shall remain valid for **180 days** after the date of opening of bids prescribed by NACIN, Faridabad. A bid valid for a shorter period shall be rejected by NACIN as non-responsive.

7. In context of bid security, it is clarified that:

(i) The bidder shall furnish, as part of his bid, a bid security/EMD for an amount of Rs. 2,00,000 (Rs. Two Lakh only).

(ii) The EMD/Bid Security shall be paid in the form of Crossed Demand Draft issued by any nationalized or scheduled bank in favor of PAO, CBEC, Department of Revenue, Ministry of Finance, payable at New Delhi.

(iii) NACIN will not pay any interest on the EMD/bid security for any period, whatsoever.

(iv) The bid security is required to protect NACIN's interest against the risk of bidder's conduct, which may warrant forfeiture of security. The Security may be forfeited :

- (a) **If the bidder withdraws his bid, after the closing date of bid submission, but within the time period of bid validity; or**
- (b) **If the bidder makes any modifications in the terms and conditions of the bid before acceptance of the bid; or**
- (c) **In the case of successful bidder, if the bidder fails to sign the contract, as prescribed in the RFP.**

(v.) The bid security of the unsuccessful bidder will be discharged /returned preferably within 30 days after the expiry of the period of the bid validity, as prescribed.

(vi.) **The bid security furnished by the successful bidder will be returned only after submission of "performance Guarantee", of Rs 3 lakh, having validity of 2 years, with a provision to extend it by another one year in case of extension of contract.** The TP will ensure that the performance guarantee covers the entire period of contract and it will be realized only after written certification by NACIN.

8. The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized by the bidder. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder; in which case such corrections shall be signed by the person or persons signing the bid.

9. The Interested bidders should submit their bid through Central Public Procurement Portal (CPPP) (<https://eprocure.gov.in>) in three folders in PDF or any other format (which cannot be modified) as follows:

- (a.) **Folder-I** containing soft copies of all the original documents duly signed/authenticated by the authorized signatory or bearing digital signature, in **support of meeting the pre-qualification criteria** by the bidder with a copy of RFP

document signed on all pages as a token of acceptance of all the terms and conditions of RFP, and Non Disclosure Agreement and the Integrity Pact (signed by the bidder or the authorized representative) as per Annexure B-2 and B-3 of this RFP;

(b.) **Folder-II** containing **soft copy of the presentation** as per the prescribed criteria (Para 2, Section IV), along with supporting documents titled **“Technical bid”**, required for evaluation of technical eligibility of the bidder; and

(c) **Folder-III** containing soft copy of the **“Financial bid”** as per the format prescribed in RFP.

10. The bid price of Rs.10,000/- and EMD/ bid security of Rs 2 Lakh, shall be submitted in person, to **Ms Poonam Bhatt, Deputy Director, NACIN, Room No.5, NACIN Complex, Sector 29, Faridabad-121008** or any other officer so authorized by Director General NACIN, on or before **14.8.2017 (12.00 Hours)** i.e. the deadline for submission of bids in electronic format at CPPP.

11. The bids received after due date and time shall not be entertained.

12. The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by NACIN prior to the deadline prescribed for submission of bids.

13. An Evaluation Committee (EC) constituted by NACIN shall evaluate the supporting documents to check if each interested bidder meets the below specified pre qualification criteria:

S.No	Criteria	Supporting Documents
1	The bidder should be a business registered in India under any of the legally recognized forms such as a Company registered under the Companies Act 1956/2013, a Registered Society, a Partnership firm etc.	Certificate of Incorporation/Registration
2.	The bidder should have average annual turnover of Rs. 5 Crore or more in each of the given financial years (14-15,15-16 and 16-17).	Self attested copies of Audited balance sheet.
3.	The bidder should have positive net-worth and should have been a profit making entity in the financial year 2016-17	A certificate from the Chartered Accountant.
4.	The bidder should have proven experience of at least 3 years (2014-15, 15-16 and 16-17) in the field of computer based examination in multiple languages (at least three) on all India basis, spread across at least seven states.	Self attested list showing all the Computer Based Examinations conducted in specified period
5.	The bidder should have successfully conducted at least One (1) Computer Based Exams having minimum 5,000 candidates scheduled/appeared in	Completion Certificate(s) issued by the client(s) showing successful

	single shift for any department/Exam conducting body of Central or State Govt./PSUs/autonomous bodies/exam conducting bodies, on all India basis spread across at least seven states during the period 2014-15, 15-16 and 16-17	completion of the Exam having more than 5,000 candidates in a single shift
6.	The bidder should have successfully administered Question Bank or Question Paper having at least 1000 questions (in toto) for Government Departments/PSUs/ autonomous bodies/ exam conducting bodies.	Self – Declaration signed by Authorized Signatory.
7.	The Software for question paper authoring and conduct of CBE must be owned by the bidder i.e. the TP should either own the copyright of the source code being used for conducting the computer based examinations; or the bidder should have licensed copy of the application.	Declaration on bidder letter head that it meets said requirement.
8.	The Bidder should have ISO 27001 (Information Security Management System Standard) certification on the date of application.	Self attested copy of Certificate
9.	The bidder should not be Black Listed by any Government department or Semi-government organization on the day of bidding. The bidder has to submit a self declaration that no investigation is pending against them at the date of application. Any investigation being carried out against the bidder at the date of application needs to be specifically mentioned and brought to information of NACIN.	Self – Declaration signed by Authorized Signatory.
10.	The Bidder should provide undertaking of having capacity of conducting Computer Based Exam for 20,000 Candidates in Single Shift.	Undertaking signed by Authorized Signatory.

Note:

- (i) Non submission of supporting documents/ specified documents may lead to rejection of bids.
- (ii) The Evaluation Committee may recommend for rejection of any or all proposals on the basis of any deviations. The decision of the Evaluation Committee shall be final.

14. The technical and financial proposals of only those bidders will be taken for consideration, who are found to meet the pre qualification criteria as specified in the RFP.

SECTION IV

TECHNICAL PROPOSAL

All the bidders who are found to meet the pre qualification criteria, will be required to make a presentation before the Evaluation Committee (EC) (each presentation should not be more than 30 minutes), in order to evaluate their technical competency for the CBE. The presentation will be as submitted in electronic form at the time of submission of the bid through CPPP.

2. The technical evaluation will be based on following criteria:

Sr No	Technical Criteria	Marks Allotted	Minimum qualifying marks
1.	Bidder's Experience in conducting CBE during 2015-16, 16-17 and 17-18 (5 marks for each year)	15	8
2.	Approach, Methodology and Work plan for performing the assignment	15	8
3.	Team Composition (5 marks), Key Personnel and their qualifications (5 marks) and expertise in handling CBE (5 marks)	15	8
4.	Availability of test centre infrastructure across India	15	8
5.	Security [Data Security (10 marks), Exam Centre Security (5 marks), Security measures for fair conduct of exams(5 marks)]	20	10
6	Monitoring [Audit trails (10 marks), Capacity to generate reports required by NACIN(5 marks), Capacity to provide real time monitoring of examination(5 marks)]	20	10
	Total	100	70

Note:

- (i) The bidder should specifically inform the EC about the emergency management plans towards any crisis situations/redundancy of servers, nodes, additional centre locations, candidate's data etc.
- (ii) The bidder is also required to submit a non disclosure agreement and the Integrity pact as per format given in Annexure B-2 and B-3 of this RFP.

3. The bidders scoring 70 or more marks (out of total 100 marks) will be considered as technically qualified and only their financial bids will be opened. The list of technically qualified bidders with their technical scores will be displayed outside the committee room. The technical marks received by each bidder will have 70% weightage in the overall/ cumulative score.

SECTION V

FINANCIAL PROPOSAL

The bidder will submit financial proposal, on the letter head of the company, duly signed by the authorized signatory or the bidder, in the following format:

Number of candidates per examination	Rates Per Candidate per slot/session (Max. of 3 Hrs Duration) (Rs.)	Taxes per Candidate per slot/session	Total Amount per Candidate per slot/ session (Rs.) (B+C)
A	B	C	D
Up-to 5000			
5001 and above			

Note: **The bidder will quote rate for both the categories** mentioned under Column A. The rates should be quoted in Indian Rupee only up-to two decimal points. The H1 bidder will be identified for each of the two categories. **For the purpose of evaluation, only the total cost as per column “B” of above table will be considered.**

2. The bidder should also provide break down of the cost for Column B of the table above in following format:

Sr No	Description/Head	Rate (Rs.)
1	Cost of Hardware per candidate	
2	Cost of renting exam centre per candidate	
3	other costs	
	Total cost per candidate per slot	

Note: (i) In case NACIN makes its own arrangements for any of the items (mentioned in row No 1 to 3 of above table), the relevant amount will be deducted from the price payable to the TP.

(ii) The cost of translation will be borne by NACIN on actual basis. Further, NACIN reserves the right to get any translation work done through any other agency.

3. The financial bids of all the technically qualified bidders will be opened before the EC and in presence of representatives of the technically qualified bidders, as present at the time of opening of the financial bids. The name of the bidder and rate quoted by each bidder will be read out in front of everyone present at that time. The bidder quoting lowest value will get a score of 30 marks, and all others will be given a score as follows:

$$= 30 * (\text{Lowest value quoted} / \text{Value quoted by the individual bidder})$$

SECTION VI

SELECTION OF TECHNOLOGY PARTNER

The selection of technology partner will be based on Quality and Cost Based Selection (QCBS) giving 70% weightage to the technical competency score and 30% to the financial proposal. Based on cumulative score of technical and financial evaluation the bidders will be arranged in descending order as H1, H2, H3.....and so on for each of the two categories i.e. upto 5000 candidates per examination, and 5001 and above candidates per examination.

Illustration: Assuming that three bids have been received and their technical scores and financial proposal amounts are as follows –

Bidder	Technical Score Out of 100	Rates Candidate Per slot/session (Rs.)	Cumulative score out of 100	Rank
A	70	350	$(70*0.7)+(200/350)*(30)= 66.1$	3
B	75	200	$(75*0.7)+(200/200)*(30)= 82.5$	1
C	80	400	$(80*0.7)+(200/400)*(30)= 71$	2

2. The EC will recommend the name of H 1 bidder for appointment as the technology partner for CBE for each category. In the event of two or more bidders having the same score in the final ranking, the bidder scoring the highest technical score will be treated as H1. The offer of appointment will be first given to H1 bidder and in case he declines the offer, then option will go to H2 bidder and so on.

3. After acceptance of offer by the selected service provider, NACIN will return EMDs of unsuccessful bidders. The EMD of successful bidder shall only be released after submission of Performance Bank Guarantee of Rs 3 lakh.

4. The Performance Guarantee should be valid for a period of 2 years or completion of the project period, whichever is later. **The Performance Guarantee shall contain a claim period of three months from the last date of validity.** The TP shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project period. In case the TP fails to submit performance guarantee within the time stipulated, NACIN at its discretion may cancel the order placed on TP without giving any notice.

5. In case the selected bidder under either of the two categories fails to sign the contract as specified in the RFP, NACIN may award the work to the bidder selected for other category, on mutually agreed financial terms, with other terms and conditions remaining same.

6. The notification of award will constitute the formation of the contract as per the RFP.

7. The failure of the TP to comply with the above requirements shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, NACIN may make the award to any other bidder at its discretion or call for new bids.

SECTION VII

TERMS OF PAYMENT

The payment shall be made after the successful completion of each exam as per the amount quoted by the TP in the financial bid.

2. The TP shall raise the invoice after successful completion of the examination on the basis of number of examination sessions/slot scheduled for each candidate who were issued the 'admit cards'.

3. The TP shall permit NACIN, at the time of making any payment to him for work done under the contract, to deduct an amount to the tune of 10% of running bills/final bill in addition to the sum already deposited as security deposit/ Performance Guarantee by the TP. This amount will be paid after completion of all the obligations under the contract.

4. NACIN would endeavor to release 75% of the balance bill amount payable within 30 days of receipt of invoice on successful conduct of examination by the TP and handing over of the complete data to the satisfaction of the NACIN.

5. The remaining 25% payment would be released after analysis of data, rectification of discrepancies, if any, by the TP and release of result by NACIN.

SECTION VIII

MISCELLANEOUS

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained in this RFP, NACIN shall be at liberty to reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, NACIN shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security / EMD, as the case may be.

2. For the purposes of this Section, “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. The corrupt practices will include offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NACIN who is or has been associated in any manner, directly or indirectly with the selection process.

3. The Bidder/TP will ensure that no information, in connection with conduct of examination/s by NACIN and any issue associated with CBE, is disclosed to any authority or public or any private entity or an individual, even after expiry of contract, except with the prior approval of NACIN or on demand by any Judicial or Statutory Authorities or Independent External Monitors specifically appointed for the purpose of current RFP.

**SECTION IX
GENERAL CONDITIONS OF THE CONTRACT**

1. Application:

The general conditions shall apply in contracts made by NACIN for the services.

2. Standards

Bidder selected for appointment as “Technology Partner” (TP for short) shall abide by all relevant rules and regulations of the Government, as issued from time to time and shall keep NACIN informed about any change in their status etc.

3. Patent Rights

All rights for reproduction, editing and future use for the Computer Based Examination activities shall be with NACIN, unless otherwise stated explicitly and agreed by NACIN at the time of accepting the proposal. The bidder shall indemnify NACIN against any third party claims of infringement of patent, copyright, trademark or industrial design, Intellectual property rights arising from use of any design/model if any under the scope of contract.

4. Performance Security

4.1 The Bid Security/ EMD deposited by the successful bidder shall be released to the successful bidder after submission of the Performance security deposit of Rs 3 lakh, which will be held by NACIN for two years or till the completion of contract period, whichever is later.

4.2 If the TP fails or neglects any of the bid obligations under the contract, it shall be lawful for NACIN to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

4.3 The performance security bond will be discharged by NACIN (after completion of bidder’s obligations under the contract, provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document) or shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

4.4 No interest will be paid to the successful bidder on the security deposit.

5. Inspections and Tests

5.1 NACIN or his representative shall have right to enquire/inspect the method of services provided by the TP.

5.2 Should any inspection point out to the need of improvement, the alternation necessary to improve shall be incorporated free of cost to NACIN.

5.3 Nothing contained in this clause shall in any way release the bidder, from any obligations under this contract.

5.4 If any service or any part thereof is found un-satisfactory or TP fails to fulfill the requirements of the contract, NACIN shall give the TP a notice, setting forth details of such shortcomings or failure and the TP, shall make or alter the same to make it comply with the requirements of the contract forthwith. **These replacements shall be made by the TP, free of all charges.** Should TP fail to do so within specified time, NACIN reserves the right to reject and replace whole or any portion of the service, which is un-satisfactory or fails to fulfill the requirements of the contract. The cost of any such replacement made by NACIN shall be deducted from the amount payable to TP.

6. Audit and Technical Examination

Government/NACIN shall have the right to cause an audit and technical examination of the work performed by TP and TP shall make available all bills and the supporting vouchers, abstract etc. If as a result of such audit and technical examination, any sum is found to have been over-paid in respect of any work done by the TP under the contract or any work claimed by TP to have been done by him under the contract and found not to have been executed, the TP shall be liable to refund the amount of over payment, and it shall be lawful for the NACIN to recover the amount towards the overpayment from the bidder.

7. Payment Terms

7.1 The payment will be made in Indian Rupees only. The mode of payment shall be as follows:

(i) The TP shall raise the invoice (in duplicate) after successful completion of exam on the basis of number of exam sessions/slot scheduled.

(ii) The TP shall permit NACIN, at the time of making any payment to him for work done under the contract, to deduct an amount to the tune of 10% of running bills/final bill in addition to the sum already deposited as security deposit/ Performance Guarantee by the TP. This amount will be paid after completion of all the obligations under the contract.

(iii) NACIN would endeavour to release 75% of the balance bill amount payable within 30 days of receipt of invoice on successful conduct of examination by the TP and handing over of the complete data to the satisfaction of the NACIN.

(iv.) The remaining 25% payment would be released after analysis of data, rectification of discrepancies, if any, by the TP and release of result by NACIN.

(v.) Payments shall be made subject to deductions of TDS if any.

7.2 Third Party work compensation:

The TP shall be fully responsible for all claims made by the third party and shall also be responsible for all expenses incurred by NACIN in any litigation initiated by any third party.

7.3 Expenses on re-examination to be borne by TP:

For every re-examination to be conducted at any centre/venue due to any reason attributable to the TP, an amount up to total charges admissible in respect of that center/venue will be deducted from the payments due to the Service Provider. The Cost of re-examination at each centre will be borne by the TP

8. Prices

(i) Prices charged by the TP for the services performed under the contract shall not be higher than the price quoted by the TP in his bid.

(ii) Prices will be fixed at the time of issue of work order as per taxes and statutory duties applicable at that time.

(iii) In case of reduction of taxes and other statutory duties during the scheduled delivery period, NACIN shall take the benefit of decrease in these taxes/duties for the services made from the date of enactment of revised duties/taxes.

(iv.) In case of increase in taxes/ duties during the scheduled delivery period, NACIN shall revise the prices as per new taxes/ duties for the services, to be made during the remaining delivery period as per terms and conditions of the contract.

(v) Any increase in taxes and others statutory duties/levies after the expiry of scheduled delivery date shall be to the TP's account. However, benefit of any decrease in these taxes/duties shall be passed on to NACIN by the bidder.

9. Changes in work orders

9.1 NACIN may, at any time, by a written order given to TP, make changes within the general scope of the contract related to terms and references, enlarging the scope, analysis or specifications.

9.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the TP, for adjustment under this clause preferably be made within thirty days from the date of the receipt of the change in order. However, the decision of NACIN on the issue would be final and binding on the TP.

10 Delays / Deficiencies in the TP's performance

10.1 Delivery of service and performance of the services shall be made by the TP, in accordance with the time schedule specified by NACIN in its work order. It also covers

Saturday/Sunday and other holidays where NACIN may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order, NACIN reserves the right to cancel/pre-maturely closing the work order and also to get the balance work done by an appropriate agency at the exclusive risk and cost of the defaulting bidder.

10.2 Delay by the TP in the performance of its delivery obligations shall render the TP liable to any or all of the prescribed sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.

10.3 If at any time during the performance of the contract, the TP encounters conditions impeding timely delivery of the goods and performance of service, the TP shall promptly notify to NACIN in writing about the fact of the delay, its likely duration and its cause (s). As soon as practicable after receipt of the TP's notice, NACIN shall evaluate the situation and may at its discretion, extend the period for performance of the contract.

10.4 If the works/services are not completed in the extended delivery period, the work order shall be **short closed** and the performance security shall be forfeited.

10.5 NACIN will review the performance of the bidder quarterly and if the performance is found wanting or if there is any breach of conditions of the contract, then the contract will be liable to be terminated. The decision of NACIN will be final and binding on all concerned parties.

11. Liquidated damages

The timely rendering of fault free services is the essence of the contract. Extension of the time period for any or all the deliverables in the contract is not to be granted except in circumstances adjudged by NACIN to be beyond control. In case the TP is deficient in delivery of services or any part thereof as per terms of the contract without the prior written consent of NACIN, NACIN will have the right to recover liquidated damages, as follows:

a) In case of any kind of fault or break in service of any live node/terminal during the Computer Based Examination, in addition to any other penalty, NACIN reserves the right to impose penalty @ Rs 100 (Rupees one hundred) per such node/terminal.

b) In case the TP fails to fulfill the obligations as per the terms and conditions of the contract, NACIN may impose penalty to the extent of 100% of the total payment due for that Computer Based Examination. In addition, the Performance Security may also be forfeited.

c) If the TP fails to deliver any or all of the Service(s)/Systems or perform the Services within the specified time period(s) and in the manner specified in the Contract/Agreement, NACIN shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order value of the delayed Service(s) or unperformed Service(s).

d) If the TP fails to complete the entire works/Service(s) before the completion date or the extended date or if the TP repudiates the Contract before completion of the Services, NACIN may without prejudice to any other right or remedy available to it as under the Contract, recover from the TP liquidated damages, as ascertained and agreed.

e.) NACIN may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the TP in its hands, which includes NACIN's right to claim such amount against TP's Bank Guarantee or which may become due to the TP. Any such recovery or liquidated damages shall not in any way relieve the TP from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement

12. Force Majure

12.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage , fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of NACIN as to whether the deliveries have been so resumed or not shall be final and conclusive. Further, if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

12.2 Provided, also that if the contract is terminated under this clause, NACIN shall be at liberty to take over from the TP at a price to be fixed by NACIN (which shall be final) all the unused, undamaged and acceptable materials which may be in possession of the TP at the time of such termination or such portion thereof as NACIN may deem fit, except such materials as the TP may, with the concurrence of NACIN, select to retain.

13. Termination for default

13.1 NACIN may, without prejudice to any other remedy for breach of contract, send to the TP written notice of default. If the bidder fails to make good the defaults, NACIN will have right to terminate the contract in whole or in part.

13.2 In the event NACIN terminates the contract in whole or in part pursuant to para 13.1, NACIN may procure upon such terms and in such manner as it deems appropriate, services similar to those undelivered by the TP and the TP shall be liable to NACIN for any excess cost for such services. However the TP shall continue the performance of the said contract in this regard and to the extent of services not terminated therein.

14. Termination for insolvency

NACIN may at any time terminate the Contract by giving written notice to the TP without compensation to the TP, in case the TP becomes bankrupt or otherwise insolvent as declared by a the competent court. Such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NACIN.

15. Arbitration

15.1 In the event of any dispute or difference between the parties hereto, such disputes and differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, Ministry of Finance on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Govt. of India. The provisions of Arbitration and Conciliation Act, 1996 (26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place as may be decided by the arbitrator. The language of the arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the Parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

15.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

16. Interpretation of contract:

This contract shall be interpreted in accordance with the laws of the Union of India and will be under the jurisdiction of Court in Delhi.

17. Set off

Any sum of money due and payable to the TP (including security deposit/ performance guarantee) under this contract may be appropriated by NACIN or the Govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of NACIN or Govt. or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the TP with NACIN or Govt. or such other person or persons contracting through Govt. of India.

18. The TP, shall fully indemnify, defend and hold NACIN harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, judgments, costs, charges and expenses which may be made or brought or commenced against NACIN or which NACIN may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the bidder, or its agents, employees, officers or any matters arising upon or by virtues of this contract.

SECTION X

SPECIAL CONDITIONS OF CONTRACT

The special conditions of the contract shall supplement the "Instructions to the Bidders" and "General Conditions of the Contract" and wherever there is a conflict, the provisions herein shall prevail over those in above referred sections.

2. The Bank Guarantee for bid security as prescribed in RFP shall be submitted along with the bids. The bank guarantee so submitted shall be as per format given, on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number.

3. NACIN reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.

4. It shall be obligatory on the part of bidder to share all the sources in respect of providing Computer Based Examination services and any other item, which is not proprietary of the bidder.

5. NACIN will not be liable for any financial/ legal liability

- i) From any other persons to whom the material/ services realized through the bidder/ TP,
- ii) From any person, agency or authority from whom the bidder has procured and lodged the materials or other services as desired by NACIN.

6. The bidder has to arrange demonstration of the services to be supplied at his own cost.

7. The selected bidder would be required to make the system up and operational in mutual consultation with NACIN in the shortest possible time.

8. The selected bidder will be responsible for providing secure systems. The successful bidder/TP should adhere to Information Security Management procedures as per acceptable standards with best practices.

9. The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus which includes anti-malware, anti-spyware and anti-spam solution for the entire system.

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

11. NACIN may perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT & Network infrastructure) provided by the selected bidder against the requirements provided in the RFP and/or as proposed in the proposal submitted

by the selected bidder. However, the selected bidder would be responsible for continuous compliance of the norms.

12. The selected bidder will be responsible for arranging the equipment (hardware, software etc) in perfect working condition and will have to post adequate number of trained personnel for the day of Examination.

13. Interface software for providing final data in required format will have to be developed/licensed and implemented by the selected bidder as per requirement of NACIN.

14. Question paper with multilingual display on screen will be provided by the selected bidder as per requirement of NACIN.

15. Keeping in view the confidential and sensitive nature of work, the selected bidder has to enclose a certificate (in the prescribed format) along with the technical bids that it shall not divulge any details, whatsoever, pertaining to the Computer Based Test / Exam to anyone including any other agency(ies) / authority(ies) without prior written permission of NACIN. Selected bidder shall take necessary preventive measures to ensure that nobody comes to know that the Computer Based Test / Exam is being conducted by them on behalf of NACIN.

16. Period of Contract

The contract shall be valid for two year from the date of award of the contract, with a provision to extend it for another one year with an escalation of payment upto 5%, as mutually agreed, with other terms and conditions remaining same.

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ANNEXURE-A-I- DETAILS OF THE BIDDER

RFP Reference No II(15)/Misc/35/2017-NACIN

1.	Name of the Bidder	
2.	Registered Address	
3.	Registration Date	
4.	Type of Firm	Public Limited/Private Limited/ Proprietary/Partnership/Society/ Other
5.	Name of Authorized person of the agency	
6.	Telephone Number(s)	
7.	Email Address/ Website	
8.	Fax No.	
9.	Mobile no.	
11.	Year-wise financial turnover	2014-15
		2015-16
		2016-17

Date:

Place:

Name and Designation with Seal

ANNEXURE A-2
(On the letter head of the Bidder)
AUTHORISATION LETTER IN FAVOUR OF SIGNATORY AUTHORIZED TO SIGN
THE BID DOCUMENTS AND TO ATTEND BID OPENING

RFP Reference No II(15)/Misc/35/2017-NACIN

To

Ms Poonam Bhatt,
Deputy Director (Examinations)
NACIN Complex, Sector-29, Faridabad-121008

Madam

Subject : Authorization for signing the bid documents and to attend the bid opening in the tender No II(15)/Misc/35/2017-NACIN dated 10.7.2018 for Providing Computer Based Examination Services to NACIN.

Following persons are hereby authorized to sign the bid documents and to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Signatures Specimen
1		
2		

(Signature of the Bidder)

Date.....

Place.....

ANNEXURE A-3

Earnest Money Deposit (EMD)

RFP Reference No II(15)/Misc/35/2017-NACIN

Whereas ----- (hereinafter called 'the Bidder') has submitted its Bids dated_____2018 for Appointment as Technology Partner (TP for short) of National Academy of Customs, Indirect Taxes and Narcotics (NACIN) for conduct of Computer Based Examination (CBE), to be held by NACIN.

Know all men by these present that we.....of.....having our registered office at.....(hereinafter called " the Bank") are bound unto the NACIN in the sum of Rs 2,00,000/- (Rupees two lakh) for which payment will and truly be made to NACIN, the bank binds itself, its successors and assigns by these present.

Sealed with the Common Seal of the Bank this.....day of.....2018.

THE CONDITIONS of this obligation are:

- (i) If the bidder withdraws his bid, after the closing date of bid submission, but within the time period of bid validity; or
- (ii) If the bidder makes any modifications in the terms and conditions of the bid before acceptance of the bid; or
- (iii) In the case of successful bidder, if the bidder fails to sign the contract, as prescribed in the RFP.

We undertake to pay NACIN up to the above amount upon receipt of its first written demand, without NACIN having to substantiate its demand, provided that in its demand NACIN will note that the amount claimed by it is due to it owing to the occurrence of one or combination of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including **90 days after the period of bid validity**, and any demand in respect thereof should reach the Bank not later than the above date.

(Authorized Signatory of the Bank)

ANNEXURE A-4

Proforma of Bank Guarantee for Contract Performance Security

RFP Reference No II(15)/Misc/35/2017-NACIN

Date.....

Bank Guarantee Number.....

In consideration of National Academy of Customs, Indirect Taxes and Narcotics (hereinafter called "NACIN") having agreed to exempt _____ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No _____ dated _____ made between.....and.....for providing Computer Based Examination (CBE) Services(hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee forwe, (name of the bank)..... (hereinafter refer to as "the bank") at the request of NACIN do hereby undertake to pay to NACIN an amount not exceeding..... 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 (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from NACIN stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NACIN 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 contractors (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 where the decision of NACIN in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding.....

3. We undertake to pay to NACIN any money so demanded not withstanding any dispute or disputes raised by the contractor(s)/Supplier/ Vendor(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 valid discharge of our liability for payment there-under and the contractor(s)/Supplier/ Vendor(s) shall have no claim against us for making such payment.

4. We (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 NACIN under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till(office/Department) Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully or 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 expiry of months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with NACIN that NACIN shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by NACIN against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability under this guarantee by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of NACIN or any indulgence by NACIN to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so releasing us from our liability under this guarantee.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier/ Vendor(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of NACIN in writing.

Dated the _____ day of _____
for _____
(indicate the name of bank)

ANNEXURE-5
(On letter head of the bidder)
COMPLIANCE REPORT WITH RESPECT TO SCOPE OF WORK

RFP Reference No II(15)/Misc/35/2017-NACIN

We (Name of Firm) _____ hereby certify that

- a) We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of RFP.
- b) Undertaking of providing seating capacity for 20,000 candidates in single shift.
- c) We confirm that we can conduct Computer Based Test/Exam as per Scope of Work in RFP.
- d) The agency undertakes to be responsible for complete security of processes, infrastructure, VPN connections, etc. as per the plan drawn in consultation with the Commission.
- e) Details of secured LAN system with LAN back-up equipment & VPN connection to be provided at all venues, are furnished (.....).
- f) Details of Back-up Server and its connectivity with main Server along with the details of software to be provided at each venue, are furnished (.....)
- g) Detailed methodology for Data storage and transfer of data through VPN under secured environment is indicated.
- h) Details of Anti-virus software to be provided at Server level as well as at Terminal level, are furnished (.....)
- i) Detailed methodology for creating Question paper under secured environment within NACIN premises or premise as specified by NACIN and the type of software training to be provided at NACIN, are indicated (.....)
- j) Detailed activities to be provided w.r.t. Pre-Test activities as defined in Scope of Work, are indicated (.....)
- k) Detailed methodology for transmission of question bank through VPN connectivity and generation of question papers w.r.t., Scope of Work, are indicated (.....)
- l) Detailed methodology to be adopted for carrying out Post-Test processing w.r.t. Scope of Work, are indicated (.....)
- m) The Service provider will provide all the facilities as per guidelines laid down by the NACIN for Physically Handicapped candidates.
- n) The bidder will provide all data of the candidates including audit trail of all activities of candidates to the Commission after conclusion of exam.
- o) The bidder will establish a Command Centre with NACIN having a dashboard for monitoring & supervising exam activities of all the venues.
- p) We confirm that the software is capable for generating multilingual question packs.
- q) We confirm that the firm is ISO 27001 certified for conducting Computer Based Examination.

(Signature of the bidder/ authorized signatory with date, place and seal)

ANNEXURE-6
LETTER OF TECHNICAL PROPOSAL SUBMISSION
(ON THE LETTER HEAD OF THE BIDDER)

RFP Reference No II(15)/Misc/35/2017-NACIN

To

The Deputy Director (Examinations)
NACIN Complex, Sector-29,
Faridabad – 121008

Madam

We, the undersigned, offer for Appointment as Technology Partner for conduct of Computer Based Examination in accordance with your Request for Proposal Tender No. II(15)/Misc/35/2017-NACIN dated 10.7.2018.

2. We have understood the scope of work and deliverables by the bidder, and accept the terms and conditions of the bid as specified in RFP, including the Annexures.
3. We are hereby submitting our Proposal, which includes this Pre-Qualification, Technical Proposal, Financial Proposal, along with bid fee of Rs 10,000/- and EMD of Rs 2 lakhs in the prescribed format, non disclosure agreement and the integrity pact in the prescribed format signed by us.
4. We agree that the Bid shall remain valid for a period of 180 days, from the date of opening of the bid, and it shall remain binding upon us with full force and virtue.
5. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
6. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Bidder/Authorized Signature
Name of Firm/Company
Address
Date and Place

ANNEXURE B-1

FORMAT OF AGREEMENT TO BE SIGNED WITH SELECTED TECHNOLOGY PARTNER

This agreement made on this _____ day of __ (month _____) (Year _____) between M/s _____

_____ a company incorporated and registered in India under the Companies Act, 1956/2013....., and having its Registered Office at[herein after also called "The Bidder or The Technology Partner or The Service Provider" (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee)] of the one part and the President of India (here in after referred to as the Government, of other part) acting through the Deputy Director, National Academy of Customs, Indirect Taxes and Narcotics (NACIN), Central Board of Indirect Taxes, Department of Revenue, Ministry of Finance, Government of India, NACIN Complex, Sector 29, Faridabad-121008, (hereinafter called the "Purchaser"),

WHEREAS

a) NACIN has issued Tender II(15)/Misc/35/2017-NACIN dated 10.7.2018 for selection and appointment of a "Technology Partner" for providing Computer Based Examination/s (CBE); and

b) "(Name of Service Provider)", have represented to the "Purchaser" that they have the required capabilities, professional skills, personnel and technical resources, and have offered to provide in response to the Tender No. II(15)/Misc/35/2017-NACIN issued by the "Purchaser";

c) the "Purchaser" has accepted the offer of "....." to provide the services on the terms and conditions set forth in this Contract;

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 this Agreement:

- (i) The General Conditions of Contract;
- (ii) The Special Conditions of Contract;
- (iii) The Non –Disclosure Agreement
- (iv) The Integrity pact.

2. The mutual rights and obligations of the "Purchaser" and the "Technology Partner" shall be as set out in the agreement, in particular

- (a.) M/sthe Technology Partner shall deliver the services to the satisfaction of the Purchaser (NACIN), in terms of Section I (the Letter of Invitation) and Section II (Scope of Work) of the RFP..... ;

(b.) The period of contract shall be from.....to.....;

(c.) The Purchaser (NACIN) shall make payments to the Technology Partner in terms of Section VII (Terms of Payment) of said RFP.

3. The Technology Partner hereby declares that nobody connected with or in the employment of the NACIN, Ministry of Finance shall ever be admitted as partner in the contract.

4. The Technology Partner shall abide by the terms and conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing on execution of work and payments of work to be done under the contract.

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

Signed, Sealed and Delivered for & on behalf of M/s	Signed, Sealed and Delivered for and on behalf of the President of India acting through Assistant Director , NACIN
Signed	Signed
Name : _____	Name : _____
Designation : _____	Designation : _____
Date : . .2018	Date : . .2018
Place : New Delhi	Place : New Delhi
in the presence of :	in the presence of :
Signed	Signed
Name : _____	Name : _____
Designation : _____	Designation : _____

In the presence of

Witness 1	Witness 2
Signed	Signed
Name	Name
Designation	Designation
Address	Address
Date	Date

ANNEXURE B-2

FORMAT OF NON DISCLOSURE AGREEMENT (NDA)

1. The NDA needs to be signed by the bidder or a person duly authorized by the Bidder.
2. In case NDA is signed by the authorized signatory, a copy of the authorization by the Bidder (copy of Board resolution or Power of attorney) should also be provided along with the Non-Disclosure Agreement.
3. The selected Technology Partner will have to again sign the NDA on award of the contract.

This AGREEMENT (hereinafter called the "Agreement") is made on the [day] day of the month of [month], [year], between, NACIN, on the one hand, (hereinafter called the "Purchaser") and, on the other hand, [Name of the Bidder] (hereinafter called the "Bidder") having its registered office at [Address]

WHEREAS

The "Purchaser" has issued a public notice inviting various organizations to submit their proposals for appointment of a technology partner for conduct of Computer Based Examination/s (CBE);

and

"(Name of Bidder)", have represented to the "Purchaser" stating that that they have the required capabilities, professional skills, personnel and technical resources, and have offered to provide their services in response to the Tender No. II(15)/Misc/35/2017-NACIN dated 10.7.2018 issued by the "Purchaser";

The Purchaser and the Bidder agree as follows:

1. In connection with the proposal, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal which contains the details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (Request for Proposal) is disclosed shall:
 - a.) Hold such Information in confidence with the same degree of care with which the Bidder protects its own confidential and proprietary information;
 - b.) Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
 - c.) Use the Information only as needed for the purpose of bidding for the Project;

d.) Except for the purpose of bidding for the Project, bidder will not copy or duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and

e.) Undertake to document the number of copies it makes on completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.

3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:

a.) Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or

b.) Is or becomes publicly known through no wrongful act of the Bidder; or

c.) Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.

4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.

5. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Bidder, in any of the Information.

6. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.

7. This Agreement shall be governed by and construed in accordance with the Indian laws.

For and on behalf of the Bidder
(Name of the Authorised Signatory) Date

ANNEXURE B-3

FORMAT OF INTEGRITY PACT (IP)

National Academy of Customs, Indirect Taxes and Narcotics (hereinafter referred to as "The Principal")

And

M/s.....hereinafter referred to as "The Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for selection of a Technology Partner for conducting Computer Based Examination (CBE), as per terms of Request for Proposal document ("RFP").

The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

For overseeing and Implementation of Pre-Contract Integrity Pact for procurement of services in NACIN, CBIC may appoint one or two Independent External Monitors (IEMs)

Section 1 - Commitments of the Principal.

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles

(a.) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b.) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

(c.) The Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or it there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2- Commitments of the Bidder(s)/ Contractor(s)

1. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a.) The Bidder(s) / contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage or during the execution of the contract.

(b.) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c.) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d.) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process for action can be taken as per the procedure mentioned in "**Guidelines on Banning of business dealings**".

Section 6: Equal treatment of all Bidders/Contractors/Subcontractors.

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one with all Bidders, contractors and subcontractors.

3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7: Criminal charges against violation Bidder(s)/ Contractor(s)/Sub contractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub-contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitors

1. The Principal may appoint competent and credible independent External Monitors for this Pact. The task of the Monitors will be to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitors will not be subjected to instructions by the representatives of the parties and performs their functions neutrally and independently. They will report to the Chairman, CBIC.

3. The Bidder(s)/Contractor(s) accepts that the Monitors will have the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The Monitors are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Principal will provide to the Monitors sufficient information about all meetings among the parties related to the Project, provided such meetings have possibility of an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitors the option to participate in such meetings.

5. As soon as the Monitors notice, or believe to notice, a violation of this agreement, they will so inform the Principal and request the Principal to discontinue or take corrective action, or to take other relevant action. The monitors can submit non-Binding recommendations. Beyond this, the Monitors have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6. The Monitors will submit a written report to the Chairman, CBIC within 8 to 10 weeks from the date of reference or intimation to them by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitors have reported to the Chairman CBIC, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman CBIC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitors may also transmit this information directly to the Central Vigilance Commissioner.

Section 9 - Pact Duration

(i) This pact begins when both parties have legally signed it. It expires for the Contractor six months after the last payment under the contract, and for all other Bidders three months from the date of award of the contract.

(ii) If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by the Chairman of CBIC.

Section 10 - Other provisions

(a.) This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(b.) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(c.) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(d.) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

(For & on behalf of the Principal)	(For & On behalf of Bidder/ Contractor)
(Office Seal)	(Office Seal)
Date & Place	Date & Place

Witness 1 _____ (Name & Address) _____

Witness 2 _____ (Name & Address) _____