

REQUEST FOR PROPOSAL (RFP)

For

Selection of Service Provider to conduct

Mobile Based Online Examination of candidates enrolled

For

Admission to Various Programmes for Academic Session 2020-2021

**Issued By**DAYALBAGH EDUCATIONAL INSTITUTE
DAYALBAGH, AGRA-282005, UP, INDIA<http://www.dei.ac.in>Date of Issue: 22.05.2020

Disclaimer

All information contained in this document, subsequently provided/ clarified are in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party. DEI reserves the right to cancel this document, and/or invite afresh proposals with or without amendments to this document without liability or any obligation for such document, and without assigning any reason. DEI reserves the right to take final decision regarding award of contract.

Submission of proposal under RFP mode doesn't guarantee evaluation or allocation of work. Under no circumstances will the DEI be held responsible or liable in any way for any claims, damages, losses, expenses, costs or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) resulting or arising directly or indirectly by application or non – application to this RFP.

Abbreviations

DEI	Dayalbagh Educational Institute
SP	Service Provider
PBG	Performance Bank Guarantee
SLA	Service Level Agreement
RFP	Request for Proposal
CEC	Consultancy Evaluation Committee
QCBS	Quality and Cost Based Selection
LoI	Letter of intent
EoI	Expression of interest

Introduction

The Government of India declared the DAYALBAGH EDUCATIONAL INSTITUTE as an institution Deemed to be a University from the session 1981-82, under Section 3 of the University Grants Commission Act, 1956 (3 of 1956). The Institute has since been accorded the membership of the Association of Indian Universities. The Institute comprises faculties of Arts, Commerce, Education, Engineering, Science, Social Sciences and AYUSH. From the session 1986-87, the DEI Technical College, a diploma level Engineering Institution, from the session 1995-96, the DEI Prem Vidyalaya Girls' Intermediate College, and from the session 2012-13, the REI Intermediate College (Boys) have also been brought under the academic and administrative control of the Institute. The Vocational courses were started in the year 1993. The Women's wing of Technical College – Women's Polytechnic was started in the year 2004, and in the same year, the Institute initiated a major programme of Distance Education to benefit students residing at urban-suburban interfaces. In the year 2015, Dayalbagh Educational Institute was empanelled as Government Training Partner (GTP) with Uttar Pradesh Skill Development Mission (UPSDM), Department of Vocational Training & Skill Development, Uttar Pradesh State Government to train youth in various vocational skills. Also a Deen Dayal

Upadhayay Kaushal Kendra was sanctioned to DEI by MHRD to offer B.Voc., M.Voc. and PhD degrees in skilling.

Objective

Considering the importance and impact of education in nation-building, even in times of the COVID-19 crisis, the Institute has been running fully on schedule based on the pre-determined academic calendar and stepped up its efforts to prevent any interruption and to continue seamlessly into the next academic year (2020-2021). The application process for admissions in the upcoming academic session (2020-2021) is currently open and the Institute is keeping itself adequately prepared for the uncertainties that circumstances might bring.

Definition of Terms

“Agreement” means the Agreement to be signed between the successful bidder and DEI including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Service Provider (SP) with whom DEI signs the agreement for providing its services “.

“Contract” is used synonymously with Agreement

“Contract Value” means, the aggregate amount quoted by the SP in its commercial bid. If the Contract Value is increased due to change request, increase in tax rates/tax laws etc. in accordance with the terms of this Agreement, then the Authority shall have the right to seek additional Performance Guarantee to such increased extent of Contract Value and the penalties/liquidated damages etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Contract Value.

“Document” means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents.

“Effective Date” means the date on which this contract is signed

“Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this contract and the right to ownership and registration of these rights.

“DEI” refers to Dayalbagh Educational Institute

“DEI's Representative / Project Coordinator” means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall coordination, supervision and project management.

“SP” means Service Provider which has to provide services to DEI as per the scope of work of this RFP.

“Scope of Work” means all Goods and Services, and any other deliverables as required to be provided by the SP under this RFP.

“SP's Team” means Examination Agency's team, who has to provide Goods & Services to the designated authority under the scope of this RFP. This definition shall also include any and/or all of the employees/ individuals engaged either directly or indirectly by SP.

“Service Specifications” means and includes detailed description, statements of technical data, performance characteristics, and standards (Indian as well as International) as applicable and

as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the SP.

“**Sub-Contractor**” shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the designated authority and the heirs, legal representatives, successors and assignees of such person.

“**Services**” means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP.

“**Timelines**” means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP.

“**Consultancy Evaluation Committee**” means a committee constituted internally by DEI for the purpose of evaluating the bids.

“**QCBS**” refers to selection methodology of selecting of Bidder based on highest Composite Score (CS) calculated based on evaluation of Technical Proposal and Commercial Bid as per predefined weightages. This is subject to Bidder achieving the minimum qualifying score in quality of Technical Proposal.

“**Technically Qualified/ Technical Qualification**” is synonymous to bidders who have obtained the minimum Technical Score defined in this RFP and qualified for evaluation of commercial bid based on QCBS Methodology

Bidding Data Sheet

S. No.	Particulars	Details
1	Tender Id	DEI/ONLINEADM/20-21/01
2	Tender Date	22.05.2020
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation method (20:80 [commercial: technical]) subject to Bidder meeting the Pre-Qualification Criteria and Minimum Technical Qualification
4	Name of tender inviting authority	Director, Dayalbagh Educational Institute, Dayalbagh, Agra-282005
5	RFP issued by	Dayalbagh Educational Institute (DEI)
6	Availability of RFP	http://www.dei.ac.in/tenders or www.eprocure.gov.in
7	EMD	Earnest Money Deposit of 2% of the estimated value of the bid (Rs. 50,00,000/-) i.e INR 1,00,000/- (Rupees One Lakh Only) shall be paid via a Demand Draft drawn in favour of DEI , payable at Agra from any of the nationalized bank valid for entire bid validity period
8	Performance Bank Guarantee	PBG amounting to 10 % of the tentative bid value of Rs. 50,00,000/- i.e. INR 5,00,000/- (Rs. Five

		Lakh only) to be deposited in the form of Bank Guarantee as per the standard format. It is to be submitted within 10 working days from the date of 'letter of award' issued by DEI and valid upto 24 months. Format for PBG given in Annexure-IV.
9	Nodal Officer	Dr. Prem Sewak Sudhish, DEI, Dayalbagh, Agra Mobile: 08755369137 Email: pss@alumni.stanford.edu onlineexam@dei.ac.in
10	Date of call for Bid	22 st May 2020
11	Date and Time of receiving EoI and RFP	31 st May 2020 12.00 Noon
12	Last date for Bid submission	4 th June 12.00 Noon
13	Date and time of Technical Bid opening	4 th June 1.00 PM
14	Date and time of opening of commercial Bid	5 th June 2.00 PM
15	Date of award of offer	6 th June 2020
16	Bid Validity Period	60 days
17	Commencement of Assignment	12 th June 2020
18	Venue of Opening of all Bids	CAO, Dayalbagh Educational Institute, Agra-5
19	Communication	The expression of interest, technical and financial proposal should be communicated via email to onlineexam@dei.ac.in . All the documents be submitted with adequate security/safeguards.

Instruction to Bidders

This section specifies the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines all the terms and condition of this RFP.

General Instructions

- From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the DEI (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.
- The bidder shall bear all costs associated with the preparation and submission of its Bid, and the DEI shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- Bidders should submit Bid in two parts including the Technical and Commercial bids. Each bid should be sealed/ attached/ enclosed in a separate envelope which is named appropriately for identification. DD/Bankers Cheque/FDRs for EMD must be enclosed with the Technical Bid only and kept in the same envelope. A scan copy of the same be attached with the bid to be submitted online.
- The bids shall remain valid for the period of 60 days from the date of opening of the Technical bid and Commercial Bids.

- In exceptional circumstances, prior to the expiration of the bid validity period, DEI may request bidders to extend the period of validity of their bids. In case of bidder extending the bid, the Bidder granting the request shall also extend the bid security/EMD adequately beyond the deadline of the extended validity period.
- Any bid NOT accompanied by an enforceable and compliant bid security (EMD) shall be rejected by the DEI as non-responsive. However, relaxation in EMD on submission of MSME / SSI certificate is allowed.
- The EMD of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. No interest will be payable by DEI on the amount of the EMD.
- The EMD will be forfeited by DEI on account of one or more of the following reasons:
 - If a bidder withdraws its bid during the period of bid validity.
 - If the successful bidder fails to sign the contract in accordance with terms and conditions.
 - In case of misrepresentation of facts during the RFP or during the contract.

Consortium /Joint Venture (JV) / Association: Consortium/ Joint Venture and Associations are not allowed as a part of this RFP

Submission and Opening of Bid

- Initially **Expression of Interest** must be submitted before the due date.
- Only those vendors who submits EoI will be called to submit the Bids in two parts. However, a vendor can submit both EoI and RFP together.
- The commercials of the bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- Conditional bids are liable to be rejected.
- DEI shall not be responsible for delay or non-receipt of the documents/bids.
- To assist in the examination, evaluation, and comparison of the bids and qualification of the Bidders, the DEI may, at its discretion, seek any clarification from bidders.
- If the Bidder does not provide clarifications about its bid by the date and time set in the DEI's request for clarification, the bids shall be evaluated on the basis information available with the DEI.
- DEI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

Selection Process

Expression of Interest: All interested vendors must submit EoI before the due date.

Opening of Bids

The Bids shall be opened by DEI in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter of competent authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

- There will be Two bid-opening events

- Set 1 (EMD and Technical bid)
- Set 2 (Commercial bid)
- The venue, date and time for opening the Technical Bid are mentioned in the bidding data sheet.
- Bids that fail to provide 'EMD' shall be rejected by DEI as non-responsive
- The Technical bids of only those bidders will be opened who are selected in the Expression of Interest (EOI) stage.
- The Commercial bid of only those bidders will be opened who clear the Technical Eligibility stage.
- The invitation for opening of Commercial bid would be sent to the technically eligible bidders only.

Preliminary Examination of Bids

Evaluation Committee shall examine the bids to determine whether they are complete, documents have been properly signed and bids are generally in order. Any bid found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective/ conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP

Clarification on Bids

During the bid evaluation, DEI may, at its discretion, ask the Bidder for any clarification(s) regarding the bid submitted. The request for clarification and the response shall be given in writing. However, no change in the price or substance of the bid shall be sought, offered or permitted.

Qualification and Evaluation Methodology

The Consultancy Evaluation Committee (CEC) shall evaluate the responses to the RFP and all supporting documents/ documentary evidences. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

- Commercial bids of only those bidders will be opened whose score in Technical Evaluation Criteria is at least 50 % or more.
- Contract will be awarded to the bidder who qualifies the technical eligibility criteria and whose Composite Score (CS) calculated based on QCBS Methodology is highest
- Evaluation will be done on Quality and Cost based selection (QCBS) method with the following weightage:
 Technical: 80%
 Commercial: 20%
- The decision of the CEC in the evaluation of bids shall be final and binding on the bidders. No correspondence will be entertained outside the process of evaluation with

the Committee. The CEC may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

- The CEC reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are discussed in the following sub-sections.

Technical Scoring Criteria

The CEC shall check Technical Eligibility and other related activities of the bidder based on criteria given in **Annexure-I**.

Note: At any point of time, DEI may ask for additional supporting documents for verification of the claims.

Evaluation Process

Stage 1. Technical Evaluation

- Technical proposal of the bidders will be opened and bidders may also be invited for any clarifications, if required.
- Evaluation Committee will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DEI's discretion.
- Each Technical proposal will be assigned a Technical Score (Ts) out of 80 with scoring scheme as per Annexure-I.
- The Evaluation Committee/ DEI may invite the technically qualified bidders for Technical Presentation and Demonstration.

Stage 2. Commercial Evaluation

- All the Technically Qualified bidders i.e. bidders who obtain Technical Score of 50% or more, will be notified/allowed to participate in Commercial Bid opening process.
- The Commercial bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DEI's discretion.
- Commercial Bids that are not as per prescribed format shall be liable for rejection.
- The Normalized Financial score (Fn) of the technically qualified bidders will be calculated.
- The bid price (i.e. per student per exam paper) shall be exclusive of all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected.

Stage 3. Final Score Calculation through QCBS

The individual Bidder's composite scores (CS) are calculated as per the formula below: Composite Score (CS) = $T_s * 0.80 + F_n * 0.20$, Where, F_n = Normalized Financial Score for the Bidder under consideration and T_s = Technical Score of the bidder on a scale of 80.

Award Criteria

- The bidder with the highest Composite Score (CS) shall be treated as the successful bidder (H1) for award of the contract.

- In case of failure of the bidder at H1 in signing the contract/ providing the services as per the contract/misrepresentation of facts during the RFP or during the contract, the contract shall be awarded to the next bidder which is having the next highest Composite Score (CS).
- In the event the final 'Composite Scores' are 'tied' for two or more bidders, the bidder securing highest financial score (Fn) (among all the tied bidders) will be adjudicated as the Best Value Bidder for award of the contract.

Contract Signing

- After opening commercial bid, Letter of Intent (LoI) will be issued to the selected bidder (SP) at the earliest.
- In case the bidder does not acknowledge the receipt of LoI within 7 days, DEI will have all rights to select another bidder who has the next highest Composite Score (CS), and the EMD shall be forfeited.
- After receipt of LoI, the selected bidder has to provide Performance Bank Guarantee from a Nationalised bank within 10 working days.
- Contract agreement will be signed between DEI and selected bidder within a week from receiving of Performance Bank Guarantee.

Scope of Work: The DEI currently enrolls approximately 50000 candidates for about 65 programmes. Each enrolled candidate will have to appear for online test. Considering the high stakes involved in the entrance tests, the Institute is interested in considering technology enabled solutions that would allow:

- Candidates to appear for the test from the location of their choice / convenience/home.
- The test can be taken on any digitally connected device, including the ubiquitous low-cost smart-phone (in consideration of many candidates for admission to the University belonging to the economically challenged section).
- Proactive prevention of use of unfair means (proctored) with cutting-edge artificial intelligence tools that include continuous face recognition, monitoring of background sound, locking of device screen, etc.
- Randomization of questions along with randomization of multiple answer choices between questions.

In essence, the technology solutions proposed should enable entrance examinations in a virtually extended examination hall scenario, with a level playing field for all candidates irrespective of their economic condition, geographic location or physical constraints.

The entrance test for different programs are expected to start on or around June 20, 2020 and may be conducted in multiple shifts.

The total number of applications is expected to be approximately 50,000. The largest number of candidates in a single test is expected to be not more than 15000 (maximum concurrency).

The tests will have either 3 or 4 sections of 30 questions each. So the total number of questions would be 90 (75 minutes duration) or 120 (90 minutes duration). There is no separate time limit for individual sections. The test should be auto-submitted if the time expires before candidate's submission. All questions are multiple-choice (four choices with single correct answer) with no negative marking.

The content (questions) and partial proctoring support will be provided by Dayalbagh Educational Institute, after required training by the Service Provider.

The solution NEEDS TO HAVE the following features:

The solution-provider shall assume complete responsibility for conducting the written entrance examinations, including **uploading of question papers**, system administration, a qualified helpdesk with telephone and email support for candidates. Any litigation / arbitration issues (except those based on the content/questions) that arise from the written test shall be the sole responsibility of the solution-provider.

The solution should be available from all network connected devices including smartphones, laptops, desktops, etc.

All aspects of the solution should have bilingual support (English and Hindi), including communication with candidates, portal interface, instructions, prompts, questions and answers.

On the candidate's end, before administering the test, the application should ask the candidate to upload their Government issued ID, a clear photograph taken by the application on the spot. The application should also take control of the device's camera, microphone and not allow any other application to be opened during the test.

The application should continuously scan the microphone input using artificial intelligence to ensure that no one is prompting the candidate and that they are not talking to someone using a mobile device, etc.

The camera should be used for periodic authentication (with a minimum frequency of twice a minute) of the candidate using facial recognition.

The application should display one question at a time and in case the microphone or camera is blocked or if the candidate cannot be authenticated using face recognition, it should send an alert to the candidate (and also to the admin) and not allow the candidate to go to the next screen till the time the candidate is re-authenticated.

The system should adequately allow for network and system failures without any adverse affect on the scores of candidates who face such circumstances.

A copy of the entire data generated as part of the process (including all candidate answers, analytical reports, audio recordings, pictures, etc.) shall be made perpetually available to Dayalbagh Educational Institute.

Any candidate is allowed to submit his/her answer sheet and exit after 30 mins. of start of the paper with full responsibility of the candidate. Once he owns up the responsibility of submitting the sheet earlier, he should not be allowed to restart.

The following features are GOOD TO HAVE in the proposed solution

The candidate should not be allowed to leave the application / portal and any closure / minimization of the application window should be handled adequately with warnings for the first few instances and test auto-submission when a threshold is crossed.

A continuous video stream (in addition to the periodic pictures in the NEED TO HAVE section above) of the candidates whose device configuration and network bandwidth supports this.

Additional Requirements

A short mock test may need to be conducted by the solution-provider for the candidates, whose feedback will be given adequate consideration in the evaluation of the proposed solution.

A detailed **Testing process familiarisation video/ppt** in both the language (English and Hindi) may be sent to the registered candidate at least one week before the commencement of the test.

Please also provide details of any additional features that the software may have. This will also be given due consideration in the evaluation of the proposed solution.

Complete Security management processes

- Physical Security
- Information Security
- Server Security
- Network Security

The selected bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.

Capacity Planning, Infrastructure Specifications and Readiness

- The selected bidder shall provide consulting, training and manpower support to handle the entire Examination.
- The selected bidder shall provide specifications for Hardware and Software of required Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- The selected bidder shall carry periodic audit during test.
- Any change in the system requirement has to be approved by DEI prior to examination schedule.

Candidate Management

- Candidate handling process
 1. Mapping of candidates details with various eligible tests
 2. Validation and verification of identity
 3. Attendance handling
- The selected bidder/ SP shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam on screen.

Question Bank Management and Examination Paper

- DEI shall provide 'Question Bank' to SP for each trade in desired format.
- Translation to Hindi Languages and Storage: The DEI shall translate the question bank into Hindi language. The SP shall in a secure manner store the question bank in English and Hindi Language on their software servers.
- Question Paper Creation: The SP shall enable their software to create question paper for each trade/ subject on an on-demand basis. The software shall be able to create

question paper by randomly selecting questions from ‘Question Bank’ for applicable trade/ subject. The number of questions to be included for the trade subject shall be provided by DEI.

Exam Paper and Mock Test

- Any other processes related to conduct of Examination including preparation of pre-examination mock test and practice modules for potential candidates to be hosted on 24/7 operational servers and conduct of practice sessions for the online examination.
- The SP shall provide a facility to candidates for static mock link for mock test during the entire course of agreement.

General

- All pre-examination phase processes shall be carried out by the selected bidder in consultation with DEI.
- The selected bidder will have to carry/ demonstrate Complete Test Run (CTR) with test data to DEI before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- The selected bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

Conduct of Examination

- The Examination shall be mobile based with the questions (English, Hindi) being provided onscreen on a random basis, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.

Key Minimal Requirements with respect to user interface/ exam software functionalities is provided below:

Display of Candidates Details: Mobile based exam software should support standard features such as display of details of candidates i.e. display of candidates photograph, registration number of candidates, and name of trade/ subject for the entire duration of the exam.

Duration and Time Remaining: The duration of the exam shall be displayed at commencement of exam in the instructions sections. The start-time and time remaining counter shall be displayed at all time during the examination

Instructions for Examination: The system shall display clear instructions as applicable for the examination upon starting of the test.

Summary of Attempts/ Navigation Pane: The software must provide a summary of questions attempted by candidate, remaining questions, and flagged questions. It should allow the candidate to easily navigate to a particular section or answered/un-answered question.

Randomization of Questions/ Answers: The questions and the answers should be randomized/ jumbled for each candidate appearing in the same subject and same shift. The system must insure that options such as ‘All of the above’ in multiple choice questions are correctly sequenced and not jumbled.

Saving Exam Progress: Examination software must have ‘Exam Resume’ functionality, whereby candidates’ examination progress will not be lost in-case of system or power failures

Switching between Languages: Examination software/ interface must allow switching between Hindi and English as applicable for the entire question paper or selected question

Use of standard/ Proprietary Font and Enlargement: Examination software must use standard or proprietary fonts in a manner that does not degrade the readability of the question paper. Software must allow user to zoom the examination screen to enlarge fonts/ screen content.

Disable other systems functionalities: Examination software must disable other system feature such as usage of internet browser, pen drive, file sharing through LAN or any other means of malpractices/ cheating

The examination software/ system must generate and display question paper for the desired trade/ subject from the question bank provided by DEI.

While selecting the questions from the question bank, system should ensure that questions selected for various examinations shifts are in randomized manner to minimize duplicity of the questions in question paper.

At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 24 hour from each exam center. Other data such as attendance sheet, photograph, seating plan etc. (if any) should be sent to DEI immediately after the conclusion of the examination.

Note – Following shall be made available by DEI:

1. Question Bank for online practice/mock test purposes and for the conduct of examination.
2. Question Paper format defining number of questions to be included in the examination.
3. Rules/guidelines/markings scheme.

Evaluation Phase

- The selected bidder shall calculate marks obtained by each candidate in respective exam and shall provide the same to DEI accessible by providing candidate enrolment number.
- The selected bidder’s software must have provision for elimination of any incorrect questions while evaluation. DEI shall provide/ facilitate for listing such questions post examination. The system must also be able to normalize marks and accommodate for providing grace marks as per limits set by DEI.
- The candidate’s responses, audit trails should be uploaded automatically in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the machines.
- The selected bidder should be able to hand over the responses/data to DEI immediately (same day) after the candidate’s response. The software should have capability to take the answer key post examination.

- The selected bidder shall provide attendance data of all the candidates captured during examination, for verification purposes.

Payment Schedule

The payment to selected bidder/ SP shall be made in following manner:

Other Conditions of Payment:

- No ADVANCES shall be paid.
- Deductions from the payment due shall be made for statutory levies, taxes, penalties and liquidated damages etc., as per the contract agreement signed between the parties and in accordance with the applicable rules on the day of the release of payment.
- In case of any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., the DEI reserves the right to effect the recoveries from the subsequent payments due to the SP/ Selected Bidder.
- No payment for candidates who have registered and appear for examination but could not complete the examination due to technical or any other operational issues.

Service Level Agreement (SLA)

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be expected by the SP/ selected bidder while servicing the work allocated under the contract. DEI shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA. DEI would monitor SP's compliance with the SLA.

The SLA shall also be part of the contract to be signed between DEI and SP. However, the SLA's will be mutually decided while signing the actual contract. DEI reserves the rights to *not penalize the SP* for a service level breach, if the non-compliance is observed to have occurred due to reasonable issues or any un-foreseen circumstances. The DEI may also impose a larger penalty if the SP fails to comply with one of more SLA's that affects large number of candidates or causes major delays.

General Conditions of the Bid/ Contract

General Instructions

- Proposals must be direct, concise, and complete.
- DEI will evaluate proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP.
- Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.
- At any stage if the documents submitted by bidder are found to false or incorrect bidder will be disqualified and would be liable for blacklisting and EMD may also be forfeited. Bidders are requested to submit a self-declaration as per format attached in Annexure-II.
- This RFP and Contract Awarded based on execution of this RFP is not an offer and is issued with no commercial obligation on the part of the DEI. DEI reserves the right to withdraw the RFP and/ or cancel the Contract awarded under this RFP due to change in Government Policy.

- All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Agra only, and shall be governed by the law of Government of India. DEI reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document and proposal submitted bidder, if any, the interpretation and decision of DEI shall be final and binding on all the bidders. The contract will be for a period of 02 (two) years from the date of signing the agreement and may be extended under the same terms and conditions, subject to satisfactory performance, as decided by the competent authorities.

Mode of Submission:

1. Bids must be submitted by password protected emails and the hard copies of the same must be submitted at the Central Administrative Office either in person or by speed post in a sealed envelope with clear marking as “**Quote for online examination**” by the due date and time.
2. DEI will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and is liable to be summarily rejected.
3. Technical proposal should not contain any commercial information.
4. The proof with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals specifying the authorized representative of the bidder concerned, to sign/act/execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
5. If any bidder does not qualify in the EOI evaluation criteria, the Technical and Commercial Proposal of that bidder will not be opened.
6. The proposals shall be valid for a period of 60 days from the date of opening of the Technical bid. A proposal valid for a shorter period could be summarily rejected. Bids, once submitted cannot be withdrawn by the bidder concerned until the completion of evaluation process.
7. In exceptional circumstances, the DEI may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto, shall be made in writing.

Authentication of Bids: The original and copies of the bid, shall be typed or written in indelible ink and signed by the Bidder or the official duly authorized by the bidder to this effect. A letter of authorization shall be supported by a written power-of-attorney, accompanying the bid. All pages of the bid, except for un-amended printed document, shall be initialled in ink and stamped by the authorized person or persons signing the bid.

Interlineations in Bid: The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. In such a case, the requisite corrections shall be initialled by the authorized person or persons signing the bid.

Late Bids: Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained. Shall the bidder face difficulty in uploading the bid online, they shall take prior written approval from competent authority at DEI for submitting the proposal in a pen-drive and hard copy.

Proposal Preparation Costs: The bidders shall be responsible for all the costs incurred in connection with their participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DEI to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement as per the RFP) and all such activities related to the bid process. This RFP does not commit DEI to award a contract or to engage in negotiations with the bidder concerned. Further, no reimbursable cost may be incurred in anticipation of an award of the contract for implementation of the project.

Supplementary Information/ Corrigendum / Amendment to the RFP

- If DEI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of the provisions of this RFP, the DEI may issue supplements/corrigendum to this RFP. Such supplementary information shall be communicated to all the participating bidders. Any such supplementary information shall be deemed to have been incorporated by this reference into this RFP.
- At any time prior to the deadline (or as extended by DEI) for submission of bids, DEI, for any reason or in response to clarifications requested by a prospective bidder, may modify the RFP document by issuing amendment(s) to the effect. All bidders will be notified of any such amendment(s). The given amendments will be binding on all the bidders.
- In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, the DEI at its discretion, could extend the deadline for the submission of bids.

Right to Terminate the Process: DEI makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in DEI selecting the bidder concerned, to engage in further discussions and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by DEI to execute the contract or to continue with further negotiations.

Language of Bids: The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the DEI, shall be in English, provided that any printed document furnished by the bidder may be written in another language so long as the same is accompanied by an authenticated English translation. In the given case, for purposes of interpretation of the bid, the English translation shall be binding.

Bid Prices

- Quantities as specified in Cost Tables in this Bid document would be used for the purpose of commercial evaluation.
- Prices quoted in the commercial bid must be firm and final, and shall not be subject to any upward modifications or escalation, on any account whatsoever. However, DEI reserves the right to negotiate the prices quoted in the bid, to effect an appropriate modification in the commercial terms and conditions quoted.
- Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by DEI. If a

change in price is envisaged due to any clarification, revised bid shall be submitted with prior written permission of the DEI before the time specified for closing of commercial bid.

Bid Currencies: Prices shall be quoted in Indian Rupees (INR) only.

Bidder Qualifications

- The "Bidder" as used in the Bid documents, shall be construed as the one who has signed on the Bid Form. The Bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he / she shall submit a certificate of authority to this effect. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.
- The authorization shall be indicated by written power of attorney accompanying the Prequalification bid.

Earnest Money Deposit (EMD):

- Bidders shall submit, along with their Bids, EMD of Rs. 1,00,000/- (Rs. One Lakh only) in the form of a Demand Draft issued by any Nationalised Bank in favour of the DEI payable at Agra, valid for a period of 60 days or the validity period as applicable including extensions if any.
- The EMD of all unsuccessful bidders shall be refunded by DEI within three months of a bidder being notified as unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Bank Guarantee.
- The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
- The bid submitted without EMD shall be summarily rejected
- Bidders claiming Special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitted their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for their benefit hence solicited.
- The bid security may be forfeited in the following conditions:
 - If a bidder withdraws its bid during the period of validity of the bid
 - In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP

Bid Validity Period

- **Period of Validity of Bids:** Bids shall remain valid for 60 days from the date of opening of the Technical bid. A bid valid for a period less than 60 days shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.
- **Extension of Period of Validity:** In exceptional circumstances, DEI may request the Bidder(s) for an extension of the period of validity of their Bids. The validity of EMD shall also be suitably extended.

Commercial Proposal / Bid Prices

- The Bidder is expected to factor in the price of all the items and services proposed, in the Technical Proposal. DEI may at its discretion seek clarifications from a Bidder on his Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal, should not have any commercial implications. The Commercial Proposal submitted by the Bidder, should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical bid.
- Unless explicitly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services as sought, in the RFP, may be submitted with the proposal. However, this information will not be considered for evaluation purposes.

Correction of Error: Bidders are advised to exercise adequate care in quoting the prices.

Prices of Components and Overall Price Information

- The Bidder shall quote a price for all the components, the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees.
- No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of Labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting the obligations under the contract.
- The price quoted in the Commercial Proposal shall be the only payment, payable by DEI to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between DEI and the Bidder after negotiations.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of DEI.
- Bidder should provide all prices, quantities as per the format prescribed in the RFP document. No field/columns should be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate “NA (Not Applicable)” in all such fields.
- It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to DEI, its GST registration certificate and requisite details as per the governing regulations.
- All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.
- DEI reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.

Conditions under which this RFP is issued

- This RFP is not an offer and is issued with no commercial obligation on the part of the DEI. DEI reserves the right to withdraw the RFP and change any part thereof at any stage. DEI also reserves the right to disqualify any bidder, should it be felt necessary at any stage.
- If claims /documents submitted by the bidder are found false at any stage of process(i.e. during bidding, award of work and execution)or the firm after submission of bid and due acceptance of the same i.e. after the placement of order or before fails to abide by the terms and conditions of the tender document, and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the DEI will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and consequence of the firm.
- The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm along with other incidental charges including custom duties, taxes, freight and insurance etc. In case DEI is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm.
- Timing and sequence of events resulting from this RFP shall be determined by the DEI.
- Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against DEI or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).
- Till the finalization of the contract and during the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of DEI. The bidder shall also not engage any official or employee of DEI, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of DEI.

Rights to the Contents of the Proposal: All proposals and accompanying documents of the Technical proposal shall be considered as the property of DEI and shall not be returned after opening of the technical proposals. DEI is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without any right to compensation to the bidders.

Modifications and Withdrawal of Proposals: No proposal may be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this RFP.

Non-Conforming Proposals

- A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments would be considered as factors leading to a proposal being categorized as non-conforming.

- If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by DEI.

Disqualification/ Termination: The proposal is liable to be disqualified under the following circumstances:

- Proposal not submitted in accordance with the procedure and formats prescribed in this RFP or are treated by DEI as a non-conforming proposal.
- The form used for submitting the proposal is found to be incomplete.
- Proposal is not accompanied by all the requisite documents
- In case of the bidder submitting the quotation for a part of the project
- Information submitted in technical proposal is found to be misrepresentative, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any.
- Commercial proposal is found to be enclosed along with the technical proposal
- Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/corrupt/fraudulent means at any point of time during the bid process
- In case any one bidder submits multiple proposals for the same category/slab or in case of a common interest arising amongst more than one bidder, the bidders concerned are likely to be disqualified.
- Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of DEI, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance, resulting in delaying the processing of the proposal, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by DEI.
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by DEI.

DEI's Right to change the Scope of Contract at the time of Award of the Contract:

- DEI may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration.
- If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the Contract, mutually agreed change in the Value or time schedule relating to the given Contract shall be arrived at between the Bidder and the DEI. Any claim made by the bidder for change under the extant Clause must be asserted from the DEI within a period of twenty one (21) days consequent upon the receipt of the change order.
- DEI reserves the right to withdraw/revoke/cancel the whole or any part of the Bid at any stage without assigning any reason.

DEI's Right to Accept Any Bid and to reject any or All Bids: DEI reserves the right to accept any bid and/or annul the Bidding process and reject bids at any time prior to the final

award of Contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of DEI. DEI reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.

Concessions permissible under statutes: Bidder, while quoting against this RFP, should take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. DEI shall not bear any responsibility to this effect. However, DEI may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to the DEI by the bidder.

Tax Liability: The bidder shall indicate TAXES/GST wherever applicable

Uniformity: All information submitted must clearly refer to page number, section number or other identifying reference in this RFP document. All information submitted must be noted and furnished in the sequence mentioned in this RFP. All pages of the proposal submitted by bidder should be sequentially paginated.

Only One Proposal: Bidder shall submit only one proposal.

Bid Scope: The bidder cannot bid for a specified portion of the RFP under consideration. The entire scope of work has been detailed in this RFP.

Duration of Project: The duration of the project is for a period of 02 (Two) academic years from the date of signing of the contract, with option to extend the contract under same terms and conditions, subject to satisfactory performance in exam as per Scope of Work / Work Order, as decided by the competent authorities.

Termination Clause: DEI reserves right to terminate the agreement/contract/process at any point of time if the agency does not execute the SLA as per the requirement of DEI

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

- Natural phenomenon, including but not limited to floods, droughts, fires, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

The selected bidder or DEI shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. If a Force Majeure situation arises, the service provider shall promptly notify the DEI in writing of such condition and the cause thereof. Unless otherwise directed by DEI in writing, the service provider shall continue to perform its obligations under the contract so far as reasonably practical and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.

Annexure-I**Proposed Criteria for Technical Evaluation of Bids****NEED TO HAVE ALL OF THE FOLLOWING in the solution (50 POINTS)**

The solution-provider shall assume complete responsibility for conducting the written entrance examinations, including system administration, a qualified helpdesk with telephone and email support for candidates. Any litigation / arbitration issues (except those based on the content/questions) that arise from the written test shall be the sole responsibility of the solution-provider.

AND

The solution should easily be accessible from a smartphone.

AND

All aspects of the solution should have bilingual support (English and Hindi), including communication with candidates, portal interface, instructions, prompts, questions and answers.

AND

On the candidate's end, before administering the test, the application should ask the candidate to upload their Government issued ID, a clear photograph taken by the application on the spot. The application should also take control of the device's camera, microphone and not allow any other application to be opened during the test.

AND

The application should continuously scan the microphone input using artificial intelligence to ensure that no one is prompting the candidate and that they are not talking to someone using another mobile device, etc. The proctor should immediately be prompted of any violations.

AND

The camera should be used for periodic authentication (with a minimum frequency of twice a minute) of the candidate using facial recognition and any change of individual, addition of individual, missing face from image, blocking of camera etc. should immediately be brought to the attention of the proctor.

AND

The application should display one question at a time and in case the microphone or camera is blocked or if the candidate cannot be authenticated using face recognition, it should send an alert to the candidate (and also to the admin) and not allow the candidate to go to the next screen till the time the candidate is re-authenticated.

AND

The system should adequately allow for network and system failures without any adverse affect on the scores of candidates who face such circumstances.

AND

A copy of the entire data generated as part of the process (including all candidate answers, analytical reports, audio recordings, pictures, etc.) shall be made perpetually available to Dayalbagh Educational Institute.

AND

A full software demonstration with trial accounts for various roles (test creator / proctor / candidate) be provided for the purpose of evaluation by the committee.

GOOD TO HAVE ANY OR ALL OF THE FOLLOWING in the solution (20 POINTS)

The candidate should not be allowed to leave the application / portal and any closure / minimization of the application window should be handled adequately with warnings for the first few instances and test auto-submission when a threshold is crossed.

AND/OR

A continuous video stream (in addition to the periodic pictures in the NEED TO HAVE section above) of the candidates whose device configuration and network bandwidth supports this.

AND/OR

The possibility of purchasing the software solution to be hosted and managed by the Institute on a perpetual license basis instead of purchase of based on Software as a Service (SAAS) model.

AND/OR

The possibility of conducting a short mock test by the solution-provider for a reasonably sized candidate pool (the list for which shall be provided by DEI), whose feedback will be given adequate consideration in the evaluation of the proposed solution.

ALSO HAVE (10 POINTS)

Please also provide details of any additional innovative and useful features that are not listed above but the proposed solution may have.

ADDITIONAL WEIGHTAGES (20 POINTS)

In addition to the above the following will also be evaluated and awarded for each bidder at the discretion of the CEC.

- a. Bidder's Profile
- b. Legal Structure: Private/Govt.
- c. Overall Staff Strength
- d. Experience in Conducting Online Examination- supported by relevant certificates of work completion / work orders
- e. Bidder's Certification: ISO etc
- f. Bidder's Financial Capability- supported by CA Audited balance Sheet of last 3 FYs
- g. Bidder's Infrastructure

Annexure-II

SELF-DECLARATION NON-BLACKLISTING

To,

Director,
Dayalbagh Educational Institute,
Dayalbagh, Agra-282005.

Sir,

In response to the **“REQUEST FOR PROPOSAL (RFP) For Selection of Service Provider to conduct Mobile Based Online Examination of candidates enrolled for Admission to various programmes offered by DEI”**, I/We hereby declare that presently our Company/Service provider is having unblemished record, and any of our related entities related to examination business in India is neither blacklisted nor debarred by any PSU or Any Regulatory Body or Government of India or State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices. Further we confirm that no employee connected with examination business is ever convicted by any law and order agency as per best of our knowledge.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder

Authorized Signatory

Seal of the Organization

Annexure-III**Commercial Bid Format**

To,

Director,
Dayalbagh Educational Institute,
Dayalbagh, Agra-282005.

Subject: Submission of Commercial proposal in response to the RFP for Selection of Software firm to conduct Mobile Based Online Examination System to be conducted by DEI

Dear Sir,

We hereby offer the below quote for Mobile Based Online Examination System for admission to various programmes to be conducted by DEI (As per terms and conditions as described in this RFP). Taxes/GST as per Government of India rules will be paid extra.

S.No.	Item Description	Per Student Cost excluding of Tax (INR)	Per Student Cost including of Tax (INR)
1.	Examination Charge per student inclusive of all services provided under the scope (for number of candidates mentioned in Note 1 below).		

Note:

1. The bidder may quote price for 50000, 60000, 75000 and 1,00,000 candidates in their offer.
2. No other costs will be paid to the bidder, apart from the one mentioned above. The commercial quote and all the payments will be made in Indian Rupees only.

Yours faithfully,

Authorized Signatory with seal

Date:

Annexure-IV

Performance Bank Guarantee

Performance Security

[The bank, as requested by the successful Consultant, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: Dayalbagh Educational Institute (DEI), Dayalbagh, Agra-282005

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

To,

Director,
Dayalbagh Educational Institute,
Dayalbagh, Agra-282005.

Sir,

PERFORMANCE BANK GUARANTEE for services mentioned under RFP for _____

Reference No:

DEI----- (hereinafter referred to as "RFP") issued by Dayalbagh Educational Institute

WHEREAS

M/s. _____, a company registered under the Companies Act, 1956, having its registered and corporate office at (address of Company), (hereinafter referred to as our “constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has submitted its proposal dated _____ in response to the RFP and has been selected by DEI for providing services mentioned in the RFP.

We are aware of the fact that as per the terms and conditions of the RFP, [name of the company] is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount of Indian Rupees _____ (Rupees in Words), being equivalent to _____ of the total of the price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract to be executed with DEI (hereinafter referred to as “contract”) and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that it has been selected to provide the services under terms and conditions of RFP and execute the said contract with DEI, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Indian Rupees _____ (Rupees in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of three (3) months beyond the expiration of contract period i.e. till _____, subject to the terms and conditions in the said contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said contract until the completion of three (3) months beyond the expiration of contract period i.e. till _____ for the total solution as per said contract.

We further agree that the termination of the said contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i) Requiring to pursue legal remedies against DEI; and
- ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Indian Rupees _____/- (in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed Indian Rupees _____/- (in words);
- II. This Performance Bank Guarantee shall be valid only up to the completion of 3 months beyond the contract period i.e. till _____ for complete solution and services; and
- III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before _____ for the proposed services specified in the contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Witness

Name

Designation

(Address of the Bank)

[Note: The Bank Guarantee should be executed on stamp paper in accordance with stamp paper act. The stamp paper should be in the name of the executing bank.]