RFP No: NPC/HQ/HRM/T2/RECTT/2025-26

Dated: 23rd December 2025

TENDER TO ENGAGE AGENCY ON RATE CONTRACT FOR PROVIDING END TO END RECRUITMENT & EXAMINATION SUPPORT ON PAN INDIA BASIS FOR DIFFERENT ORGANIZATIONS IN CONDUCTING: -

- I) ONLINE TEST: COMPUTER BASED TEST (CBT)/COMPUTER PROFICIENCY TEST (CPT) EXAMS/TESTS;
- II) OFFLINE TEST: OMR BASED MCQ EXAMS/TESTS and DESCRIPTIVE PEN-PAPER BASED TEST (PBT); AND
- III) COMPUTER TYPING & STENOGRAPHY EXAMS/TESTS



## NATIONAL PRODUCTIVITY COUNCIL

(DPIIT, Ministry of Commerce & Industry, Gol)

Utpadakta Bhavan, 5-6 Institutional Area, Lodi Road, New Delhi – 110003

www.npcindia.gov.in

## Contents

SECTION	JNT-NOTICE INVITING TENDER	1
1.1.	INVITATION OF BID	1
1.2.	DISCLAIMER	1
1.3.	INTRODUCTION	
1.4.	OBJECTIVE OF THE TENDER	
1.5.	IMPORTANT EVENTS AND DATES	3
SECTIO	ON II - INSTRUCTIONS TO BIDDERS	4
2.1	ASSISTANCE/SUPPORT TO BE PROVIDED BY AGENCY TO NPC	4
2.2	GENERAL INSTRUCTIONS	5
2.3	IMPORTANT INSTRUCTIONS	8
2.4	SUBMISSION OF TENDER	8
2.5	EVALUATION OF BIDS	9
2.5.1	TECHNICAL EVALUATION	9
2.5.2	FINANCIAL EVALUATION	11
SECTIO	ON III - GENERAL CONDITIONS OF CONTRACT (GCC)	14
3.1	DEFINITIONS	14
3.2	CLARIFICATION OF BIDS	14
3.3	METHODOLOGY TO BE ADOPTED	15
3.4	NPC RIGHTS	15
3.5	RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS	
3.6	JOINT VENTURE/CONSORTIUM	15
3.7	LANGUAGE OF BIDS	15
3.8	PERIOD OF VALIDITY OF BIDS	15
3.9	CURRENCY FOR THE BID	16
3.10	ALTERNATE BIDS	16
3.11	CONFIDENTIALITY	16
3.12	CHANGE ORDERS	16
3.13	LIMITATION OF LIABILITY	16
3.14	PERIOD OF CONTRACT	16
3.15	DISCLAIMER	17
3.16	SUB-CONTRACTING	17
3.17	DISPUTE RESOLUTION MECHANISM & ARBITRATION	17
3.18	NOTICES	18
3.19	FORCE MAJEURE	18
3.20	INDEMNITY	18
3.21	CONFIDENTIAL INFORMATION	18
3.22	PACKING AND DOCUMENTS	18
3.23	INSURANCE	19
3.24	INSPECTION	19
3.25	PRESERVATION OF DATA. TEST MATERIAL	19

3.26	TERMINATION FOR MISREPRESENTATION OF FACTS	19
3.27	GOOD FAITH	20
3.28	SUSPENSION	
3.29	APPOINTMENT OF SUCCESSFUL BIDDER	
3.30	MODE OF PAYMENT	
3.31	LIQUIDATED DAMAGES	22
SECTIO	N IV - CONTENT OF THE BID	23
SECTIO	N V - SCOPE OF WORK	29
SECTIO	N VI- ANNEXURES	36
ANNEX	URE-I - FINANCIAL INFORMATION	36
	URE – IV - PERFORMANCE REPORT OF WORKS REFERRED IN ANNEXURE	
ANNEX	URE – V - STRUCTURE OF THE ORGANIZATION	40
ANNEX	URE – VII - MARKING CRITERIA FOR TECHNICAL EVALUATION OF BIDS	43
ANNEX	URE – VIII- Price Bid- Item Rate BoQ	53
ANNEX	URE – IX - TENDER ACCEPTANCE LETTER	55
ANNEX	URE- X: NON-DISCLOSURE AGREEMENT FORMAT	56
ANNEX	URE- XI: CONTRACT PERFORMANCE BANK GUARANTEE	62
ANNEX	URE- XII: CONTRACT FORM	64
ANNEXU	RE - XIII-INSTRUCTIONS FOR BID-SUBMISSION	66

#### **SECTION I -NOTICE INVITING TENDER**

#### 1.1. INVITATION OF BID

NPC intends to engage a single agency providing all the three services mentioned below. In this regard, offline bids are invited on single stage two bid system to engage a competent agency purely on rate contract basis for providing end to end recruitment & examination support in conducting Examinations/Tests at multiple locations on pan India basis and in Single Shift/Multiple Shifts for different client organizations in single/multiple combination of modes/methods:

- i. Online Mode Computer Based Test (CBT)/Computer Proficiency Test (CPT);
- ii. Offline Mode Descriptive Pen-Paper Based Test (PBT) and OMR Based MCQ Tests/Exams
- iii. Computer Typing and/or Stenography Tests/Exams

NOTE: The Recruitment Projects assigned by NPC can be either in a single type/mode of exam or in a combination mode, i.e. part Online & part Offline including/excluding Typing/Stenography Test as per its Client Organization's requirements, hence the bidder possessing the requisite competence and bandwidth of handling such multiple projects and capacity to handle multiple modes of examinations, are encouraged to apply.

Tender documents may be downloaded from NPC website: <a href="www.npcindia.gov.in">www.npcindia.gov.in</a> (for reference only) and Central Public Procurement Portal (ePublishing), i.e. on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>

The Bidders may please note that the Bids shall be submitted in **offline mode only** at the address provided in physical form and through e-mail with scanned pdf copies of each document duly signed on each and every page, by the authorized signatory of Bidder Agency.

Tenderer/Bidder are advised to follow the instructions provided in the 'Instructions to the Tenderer/Bidder' for the submission of the bids on the portal. Bid documents may be scanned in 100 dpi with black and white options which help in reducing size of the scanned document (if submitted by e-mail).

Bidder who has downloaded the tender from the NPC website <a href="www.npcindia.gov.in">www.npcindia.gov.in</a> and Central Public Procurement Portal (ePublishing), i.e. on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>, shall not tamper/modify the tender forms, Annexure formats, including financial price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be summarily rejected and EMD would be forfeited, and the tenderer is liable to be banned from doing any business with NPC.

#### 1.2. DISCLAIMER

This Tender is in no way to be construed as an offer of engagement directly by National Productivity Council (NPC), instead, this RfP is to be treated purely as an invitation to receive proposals/bids from competent Bidding Agency/Vendors for being engaged on purely Rate Contract basis for rendering services, as outlined above. Hence, no contractual obligation, whatsoever, shall arise from the tender process until and unless a formal Contract is signed and executed by a duly authorized/designated Officer/Authority of the **National Productivity Council (NPC)**.

#### 1.3. INTRODUCTION

**National Productivity Council (NPC)** is a national level organization to promote productivity culture in India. Established by the Ministry of Industry, Government of India in 1958, it is an autonomous, multipartite, non-profit organization with equal representation from employers' & workers' organizations and Government, apart from technical & professional institutions and other interests. NPC is a constituent of the Tokyo-based Asian Productivity Organisation (APO), an Inter-Governmental Body, of which the Government of India is a founder member. NPC is functioning under Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry, Government of India.

NPC teams up with its clients to work out solutions towards accelerating productivity, enhancing competitiveness, increasing profits, augmenting safety and reliability, and ensuring better quality. It provides reliable database for decision-making, improved systems and procedures, work culture as well as customer satisfaction both internal & external. The solutions can be all-encompassing or specific depending on the nature of the problem. The council also helps monitor, review and implement the identified strategies. Promotional and catalytic in nature, NPC's services have bearings on economic growth and quality of life. The Council promotes a comprehensive view of productivity focused on improving triple bottom line – economic, environmental and social and adds value for all the stakeholders through generation & application of advanced knowledge for inclusive Growth. As part of its different project-based services, one of the key services are Recruitment services for end-to-end solution to its client organizations comprising of Ministries, CPSEs, State PSEs, Autonomous Bodies, Private Organizations, etc. For further details regarding NPC's gamut of Services, the bidders may visit NPC website: www.npcindia.gov.in

#### 1.4. OBJECTIVE OF THE TENDER

NPC on behalf of its different clients conducts various examinations related to Recruitment and/or Limited Departmental Competitive Examination through Online and Offline modes and/ or a combination of both across the country. Accordingly, NPC intends to engage such agency/vendor with sufficient experience, expertise and capability to assist and support NPC, in conducting such Tests/Examinations across India in a safe, secure, confidential, hassle free and transparent manner. The different types of methods of examinations/tests, viz., OMR, PBT, CBT/CPT, Typing Test and Stenography in Online/Offline mode shall hall have a different pattern of examination content/QPs, mostly ranging from 90-180 minutes in a single/multiple shift, however, the disciplines, posts, online/offline mode, etc. can vary from project to project as per the suitability and preference of the Client organizations. Hence, the capability and expertise for handling such variety and plurality of methods and patterns should be handled through the systems engaged by the bidder agency and this competence is a must have for the participating bidder agency.

The objective of this Tender/RfP assistance is envisaged to engage an agency which can deliver to NPC, a comprehensive end-to-end support including technical, operational, logistic and manpower related support during all the recruitment stages, i.e. the pre- exam preparatory stage, during conduction of examination stage and post conduct of examination stage. NPC expects the bidding agency to be adept at handling entire plethora of activities and not part capabilities in a single domain area of expertise. Hence, this expertise of bidding agency would be of suitable advantage to both NPC and its prospective client organizations to be able render the turnkey solutions pertaining to recruitment through one or more combined methods/modes of examinations, as per the requirement from time to time.

## 1.5. IMPORTANT EVENTS AND DATES

S. No.	Particulars	Details
1.	Mode/Types of Test/Exams	<ul> <li>i. Online Mode - Computer Based Test (CBT) / Computer Proficiency Test (CPT);</li> <li>ii. Offline Mode - Descriptive Pen-Paper Based Test (PBT) and OMR Based MCQ Tests/Exams;</li> <li>iii. Computer Typing and/or Stenography Tests/Exams</li> </ul>
2.	Tender Document issued by	Director, HRM Group, National Productivity Council (NPC), New Delhi
3.	Contact Person	Director (HRM), National Productivity Council (NPC), New Delhi Tel.: 011-24607344 (Direct) Tel. Board: 011-24607331 Email: hrm.hq@npcindia.gov.in
4.	Tender Publish date	23/12/2025 at 1500 Hrs
5.	Tender Number	NPC/HQ/HRM/T2/RECTT/2025-26
6.	Cost of Tender document	Rs 5,000/- (Rupees Five Thousand only) excluding GST (To be submitted in separate envelope apart from Technical or Financial Bid envelope)
7.	Earnest Money Deposit (EMD)	Rs 5,00,000/- (Rupees Five Lakhs only) excluding GST (To be submitted in separate envelope apart from Technical or Financial Bid envelope)
8	Submission of queries/clarification	29/12/2025 by 1100 Hrs
9.	Pre-Bid meeting for queries	29/12/2025 at 1500 Hrs
10.	Venue of Pre-Bid meeting	Manthan Hall, First Floor, NPC, Lodhi Road, New Delhi
11.	Uploading of Corrigendum/ addendum/clarification (if any)	31/12/2025 by 1700 Hrs
12.	Bid submission Start Date	23/12/2025 at 1500 Hrs
13.	Last date for submission of Bid	05/01/2026 at 1500 Hrs
14.	Opening of Technical bid	05/01/2025 at 1600 Hrs
15.	Presentation by the Bidders	08/01/2025 at 1400 Hrs at NPC, New Delhi
16.	Opening of Financial bid	12/01/2025 at 1500 Hrs (tentative)
17.	Performance Bank Guarantee (PBG)	<ul> <li>PBG should be valid for 1 year from the date of the contract period.</li> <li>PBG to be made in favour of "National Productivity Council, New Delhi"</li> </ul>
18.	Estimated number of Posts, candidates to appear in the Exams/Tests	Varying in each recruitment and each exam/test project.
19.	Validity of the proposal	90 days from the last date of submission.
20	Period of Contract	Initially for one-year and extendable upto further four more years based on yearly performance review, with acceptance and validity of same terms and conditions.

#### **SECTION II - INSTRUCTIONS TO BIDDERS**

#### 2.1 ASSISTANCE/SUPPORT TO BE PROVIDED BY AGENCY TO NPC

The assistance is envisaged to be a comprehensive end-to-end support including technical, operational, logistic and manpower related support during the pre-exam preparatory stage, during conduction of examination stage and post conduct of examination stage, including, but not limited to broadly the following activities, common to all modes of Examination(s)/Tests:

- Design, development, checking of online registration and detailed application form web-portal having automatic verification checks of all the declared details/particulars of the candidates to ensure that they fulfil the eligibility criteria relating to educational qualification, category/ caste certificate, desirable qualification, age, payment of fees and completeness of the application along with the declaration of the candidate and its safe and secured integration with secured payment gateway as per the specific requirement of each recruitment project, as desired and directed by NPC. The ineligible /incomplete applications may not be accepted by the system. Based on the above online verification, the provisional e-admit card will be generated and sent to the candidates.
- ❖ Identification, selection, checking & verification of all necessary items, i.e., Classrooms, exam facilities like furniture for appropriate seating arrangements, CCTV, Computer Centres, Systems, Nodes, etc. as mandatory preparatory requirement for conduction of the scheduled Examination/Test in PBT, OMR, CBT/CPT, Typing, Stenography, etc., as per the applicability of the examination/test pattern of each project.
- Designing, facilitation and issuance/generation for online download as well as e-mail of e-Admit Cards/Call letters for CBT/CPT/PBT/OMR/Typing & Stenography, etc., as per the project requirement.
- Design, Development, Verification & Validation for providing adequately secured software for Question Paper generation & conduct of examination, as per requirement of "Computer Based Test (CBT)/CPT/PBT/OMR/Typing/Stenography Examination/Tests". The QP creation/content generation may or may not be assigned as per the project requirement, however, the secured capability and multiple discipline wise bandwidth and prior experience and expertise to undertake the same, once assigned is a must.
- ❖ In case of CBT/CPT, conduct of mock tests (link to be provided on the client website or any other website specified by NPC at least 15 days before the scheduled examination date which shall continue to be operative till the preceding day of the test. The mock test questions shall have similar patterns and difficulty level for enabling the candidates to practice. Also arrange for Video Tutorials, process-flow diagrams, screenshots and any other suitable information tools, in consultation with NPC, to facilitate the candidates, to familiarise themselves with the Test/Examination. Similar arrangements can be also made for the PBT/OMT/CPT/Typing/Stenography exam types, as required.
- Booking Exam/Test Centres with adequate and appropriate infrastructure for the smooth conduct of examination in either Online mode/Offline mode of examination, with appropriateness of distance from Railway Stations, Bus Stands and connectivity with public mode of transportation, approach roads, parking facilities, eateries/restaurants, etc.
- Conduct of Dry Run of Test Centres for security and functionality of systems, viz. CCTVs, PCs, Network Security, Routers/Switches, etc. in case of CBT/CPT/Typing Examination
- Security & frisking, Invigilation, CCTV monitoring, Aadhaar based biometric registration of candidates (before the start of Exam and during the exam) and their verification during examination along with provision of manual attendance and other indispensable activities required for smooth conduct of exams at the centres. Furnishing the recorded biometric

- data of the candidates and verification data at later stages of recruitment process, as and when required.
- Informing the local area police stations of individual examination centre for deployment of police personnel at examination centres for safe and secure conduct of written examination. The other Private Security staff in campus adequate in numbers is also a responsibility of the agency for any/all types of examinations/tests at every exam/test centre.
- Conduct of CBT/PBT/OMR Examination/Test, as applicable in a completely safe, secured, hassle free manner at every designated exam/test centre, under proper supervision and centre management and its evaluation.
- Conduct of CPT/Skill Test/Typing/Stenography Test and its evaluation. The Skill Test shall mainly comprise of [Typing Test (English/Hindi], Stenography Test/Data Entry, and Computer Proficiency Test [MS Word, MS Excel, MS Power Point, MS Access & TALLY, etc.]
- Obtaining all statutory and administrative clearances for smooth & secure conduct of examination.
- Arrangement of CCTV surveillance & recording, Biometric, Frisking through HHMD, Thermal Scanning, and Crowd Management facility and Coordination in deploying jammers (wherever applicable)
- Setting up of Command Centre/Control Room in NPC (National Productivity Council) Office and/or Client's Office with robust dashboards for capturing real-time/near-real-time monitoring of examinations at all centres across the country.
- Arrangement of video surveillance/recording at centres which includes whole examination process with absolute clarity. This is a must to do activity, especially in CBT Examination with every Computer Lab equipped with such infrastructure. For other examinations, requisite CCTV/Video Camera footage must be arranged, as per the project requirements.
- Setting up Facilitation Counter in each main city of examination, one day prior to the date of examination to redress grievances of candidates, if any, regarding the issues pertaining to the admit cards for examination/test/interview, exam centre/venue, any other issues, etc.
- Compilation of response data in the desired/prescribed formats for result compilation.
- Result preparation, score sheet compilation, merit list & customized reports generation, as per requirement, for each type of examination/test.
- Complaint Management for queries received from candidates and the end client; Report on adverse occurrences, including any malpractices; Management of representations, responsiveness related to questions and answer keys, etc. shall have to be undertaken by the agency in close consultation with NPC.
- Provide information to NPC related to RTI /Court matters, administrative requirements of Client Organization, whenever sought/required.

#### 2.2 GENERAL INSTRUCTIONS

This tender is a "Two Bid" document. The Technical Bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD) and Cost of Tender Form. The Financial Bid should contain only commercials and no other additional document is to be enclosed. In case, any bidder attaches the financial bid within the technical bid, the same shall be rejected, summarily and no request shall be entertained in this regard.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any information is considered as not applicable, then it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders submitted by fax and those received late, i.e., after due date, shall not be entertained under any circumstances.

The Responses should be typewritten (legible) but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

The Bidders must submit the Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder and credentials should be countersigned and the contact numbers of all such clients should be mentioned. NPC may also independently seek information regarding the performance of the bidder from the clients of the bidding agency.

The Bidder is advised to submit and attach any additional information/document, which in their view is relevant and important to establish the bidder's capabilities in all respects, for enabling them to successfully complete the envisaged work as per the tender. The bidders are however advised, not to submit any misguiding/irrelevant and superfluous information. No further information will be entertained after submission of tender documents after closing of submission dates, except for the condition wherein, the bidding agency, i.e., NPC asks specifically for the same.

Even though bidders may satisfy the qualifying criteria, they are liable for disqualification if they have any previous record of poor performance and should not be blacklisted as on the date of submission of the Tender/RfP. Even if the bidders wrongly comprehend the scope of work, terms and conditions, etc. they may be disqualified. The prospective bidders may seek clarification, if not mentioned herein this document, regarding the requirements for prequalification, etc. in writing on the provided e-mail ID within a reasonable time, as stipulated under pre-bid queries date and time.

The tender document can be viewed at NPC website <a href="www.npcindia.gov.in">www.npcindia.gov.in</a> and Central Public Procurement Portal (ePublishing), i.e. on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>. The Bid\Tender Document Fees of INR 5,000 (Rupees Five Thousand only) excluding GST and EMD of INR 5,00,000.00 (Rupees Five Lakhs only) excluding GST in the form of a demand draft/ECS Transfer/RTGS drawn in favour of "National Productivity Council, New Delhi". There is no exemption from payment of tender document fee and EMD and tenders without these both, shall not be considered as accepted.

The successful bidder shall be required to deposit performance security in form of bank guarantee, as per GFR, equal to 5% of contract value of examination within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends its bid after submission of tender document.

The Hard Copy of original documents duly checked, verified, signed and stamped, and the required payment instruments in respect of Tender Document Fee, Earnest Money Deposit must be delivered to:

Director, HRM Group,
National Productivity Council,
Productivity House,
5-6 Institutional Area,
Lodhi Road,
New Delhi-110003

The Bids must be submitted by the closing date of the tender i.e. 05th January, 2026 at 1500 Hrs. Tenders submitted after the closing date shall not be accepted, under any circumstances. The technical bid shall be opened on 05th January, 2026 at 1600 Hrs at NPC Office, Delhi in the presence of bidders who may like/choose to be present.

All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi, India alone and shall be governed by the law of India. NPC reserves right to award the work/cancel the award without assigning any reason. In case of differences regarding the bid document, if any, the decision of NPC shall be final and binding on all parties involved.

The payment to the agency by NPC shall be in Indian Rupees and shall be paid only upon successful completion of work, i.e. without any errors and delays against their invoice. The successful bidder shall have to provide and sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-runs etc. In case the bidder fails to execute the contract, NPC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

Bidders are neither allowed to join hands, nor form any consortiums to participate in the tender nor allowed to submit multiple bids or any cross bids. Any such act will make their bid liable for rejection.

Even though bidders may satisfy the above requirements, they may be disqualified for the following reasons:

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have any record of poor performance such as abandoning work, not properly completing the contract, causing unwarranted delays, involvement in any fraudulent malpractices related to conduct of examination, etc. or any financial failures/weaknesses.
- If the bidder agency/firm has been blacklisted, at the time of bid submission for any exam related activity.
- If confidential inquiry reveals facts contrary to the information and/or undertaking provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance on any of the selection criteria.
- If bidder is engaged in any activity which can influence the conduct of exam related but not limited to conducting coaching classes, Test/Mock Papers printing/Distribution, etc.
- In the event of any finding on the above enlisted and any other related matters, in all such cases, NPC has the right to disqualify the bidder(s) and cancel or modify the tender.

#### 2.3 IMPORTANT INSTRUCTIONS

- 1. The successful bidder shall obtain a declaration from their organization's personnel including any personnel employed by them for the work in the examination concerned, that, none of them have any blood relatives/near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the examination concerned.
- 2. The successful Bidder would be required to follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version Labelling, Testing, QA Certification and Deployment into production.
- 3. The successful Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- 4. The successful Bidder would be required to have an in-house quality assurance and product testing team with robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
- 5. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
- 6. The successful Bidder would be required to design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available to NPC for each major release of the system used to conduct the exam.
- 7. The successful Bidder would be required to design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to any cyber/malware attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available to NPC for each major release of the system used to conduct the exam.
- 8. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional Centre locations, candidates' data etc. should be ascertained and managed and maintained by the Bidder.
- 9. The successful Bidder should be able to support the entire solution (on pan-India basis) on a 24 x 7 basis with a maximum response time of 60 mins.

#### 2.4 SUBMISSION OF TENDER

The tender shall be submitted offline in Two parts in two different envelopes marked as 'Technical Bid' and 'Financial Bid'. The offers submitted by Telegram/Fax/email shall not be considered. No further correspondence will be entertained in this matter.

The Technical Bid shall consist of supporting documents including but not limited to the following:—

- Scanned Copy of Tender Fee and Earnest Money Deposit
- The Financial Information as per Annexure I
- The details of similar works executed as per Annexure II
- The details of work under execution or awarded as per Annexure III

- The Performance Report of works referred in Annexure II & Annexure
   III as per Annexure IV
- Organizational Structure and information as per Annexure V
- The details of Technical and Administrative Manpower for Project as per Annexure - VI
- Technical Information and Details as sought under Annexure-VII
- To provide a duly authenticated list of Centers with Number of Nodes at each Centre.
- Signed and Scanned copy of Tender Acceptance Letter as per Annexure-IX
- Signed and Scanned copy of Non-Disclosure Agreement as per Annexure-X
- Signed and Scanned copy of Contract Form as per Annexure— XII
- In case of Data Centre (DC) facility hired from third party, a copy of the valid Agreement executed between the Bidder Firm & the third-party Data Centre service provider shall be required to be submitted with the Bid.

The financial bid shall be submitted as per Annexure –VIII only.

#### 2.5 EVALUATION OF BIDS

NPC intends to engage an agency to provide services for the CBT based test, offline OMR Answer Sheet based test, offline Pen Paper Based Test etc. The selection of the agency will be based on Quality and Cost Based Selection (QCBS) Methodology. There will be an 80 % weightage for Technical Evaluation and a 20 % weightage for Financial Evaluation.

#### 2.5.1 TECHNICAL EVALUATION

- Detailed technical evaluation shall be carried out by a Tender Evaluation Committee
  constituted for this purpose by the NPC along with other conditions in the tender document
  to determine the substantial credentials, credibility of bidder's responsiveness on every
  tender criterion. For this clause, the substantially responsive bid is one that conforms to all
  the eligibility and terms and conditions of the tender without any material deviation.
- 2. Technical Bid will be assigned a **Technical Score (TS)** out of a maximum of 100 points, as per the Scoring Model provided at **Annexure-VII**. Technical evaluation will be based on, but not limited to, the criteria given below:
  - a) Prior experience and bandwidth of the vendor in conducting "Computer Based Test (CBT)/CPT, OMR answer sheet-based exams/Pen Paper based (PBT) Descriptive Tests, Skill/Computer Typing & Stenography Test" on pan-India basis.
  - b) Capability of the vendor to develop the required software for Candidate's Registration, Online Application portal, Fee Collection, Mock and actual exam/Test portal.
  - c) Availability of adequately trained personnel of the Agency to conduct the examination in the required (variable) number of test centres and cities.
  - d) Networth/Standing of the agency and its financial position.
  - e) Online Testing Process Security and Software System and quality certifications.

#### **Technical Scores**

Following Scoring Model will be followed for technical evaluation of the bids.

- > The Technical Evaluation comprises of Part-A and Part-B assessment.
- ➤ The Part-A Assessment contains the General Criterion to assess overall experience of the bidder, standing of the bid agency, financial position, manpower strength, Certifications and Infrastructure Capability. These evaluation parameters are applicable for all bidding agencies, and it carries a total score of 30 points out of total 100.
- The Part-B Assessment carries a total score of 70 points out of total 100 and comprises of the following three (3) components, viz., (i) Online Exams/Test-CBT/CPT, (ii) Offline Exams/Test-OMR/PBT, and (iii) Skill Test-Typing & Stenography Test/Exam, each carrying individually, a score of 70 points. Each of these components shall be evaluated separately and then the total score obtained by each bidder out of total 210 points (70 points/component x 3 components), shall be averaged out to 70 points. However, for each component, i.e. (i) to (iii) as mentioned above, the minimum qualifying score shall be 70%, i.e. 49 out of 70 each. Any bidder scoring score less than prescribed 70% shall be technically disqualified and no further evaluation shall be undertaken for such bid.
- Accordingly, the final Technical Score (TS) shall be determined by addition of Part-A score and Part-B Score.

An illustration is given as under:

EVALUATION OF TECHNICAL SCORES (TS) OF BIDDERS							
BIDDER NO.	PART-A COMMON ASSESSMENT SCORES (OUT OF 30)	PART-B SCORES (Qualifying Score is 70% in each exam type, i.e. 49 out of 70 Score which includes presentation score. Any Bidder less than this score individually shall be declared as Technically Disqualified)		Part-B FINAL SCORES	TOTAL OF PART (A) SCORES + PART (B)	REMARKS	
		(1) CBT & CPT EXAM (OUT OF 70)	(2) OMR & PBT EXAM (OUT OF 70)	(3) TYPING & STENOGRAPHY SKILL TEST (OUT OF 70)	= (1)+(2)+(3) / 3 (Out of 70)	SCORES (OUT OF 100)	(TS QUALIFIED/TS DISQUALIFIED)
Bidder-1	28	65	60	62	62.33	90.33	
Bidder-2	30	68	62	64	64.67	94.67	
Bidder-3	20	60	55	65	60.00	80.00	
Bidder-4	25	45	65	55	55.00	80.00	Although, the overall TS score is 80% however, the Bidder-4 is Technically Disqualified due to scoring, < 49 out of 70 in CBT & CPT Evaluation, i.e. Below the requirement of scoring min. 70% to qualify in each Exam Type.

However, NPC reserves the right to relax the benchmark of 70% with an objective to ensure availability of adequate number of bidders for enabling the financial evaluation.

Bidders shall be called for Presentation before Evaluation Committee to present their Project Plan, Team composition, approach and methodology of executing the assignment. Bidders may also highlight various issues, bottlenecks, as envisaged by them in carrying the assignment and their approach for handling such issues.

The Technical Score (TS) for each bidder shall be arrived at, after totalling each of their respective scores on parameters, as laid down in technical evaluation criteria table at Annexure-VII as per the corresponding scores/marks to which the marks/scores allotted by the Evaluation Committee on the presentation made by the bidder shall also be added.

#### 2.5.2 FINANCIAL EVALUATION

NPC shall notify the shortlisted firms regarding date and time set for opening of Financial Bid.

The Financial Proposals shall be opened in the presence of Technically qualified bidders/ representatives who choose to attend. The Technical score of technically qualified bidders and their financial bids, shall be disclosed.

The Financial Bid (Fb) shall be obtained by averaging the quotes submitted by the bidder for (i) CBT/CPT Exam/Test; (ii) OMR/PBT based Exam/Test, and; (iii) Skill/Typing & Stenography Exam/Test. The lowest evaluated Bid (Fmin) will receive the maximum score of 100 marks. The individual Financial Score (FS) will be calculated as:

FS = Fmin / Fb \* 100; where, FS= Evaluated Financial score of Individual Bidder Fb = Evaluated Financial bid of individual bidder Fmin = Evaluated Lowest Bid amongst all the bidders

The Illustration is given as under:

#### ILLUSTRATION **EVALUATION OF FINANCIAL SCORES (FS) OF BIDDERS** RATE/QUOTE (In INR/Rs. Per candidate) **EXAMINATION/TEST TYPES & RANGE OF CANDIDATES** S. No. BY BIDDERS **ONLINE- CBT & CPT EXAM/TEST** BIDDER-1 BIDDER-2 BIDDER-3 Upto 2,000 Nos. of Candidates 225.00 285.00 220.00 (Minimum guarantee of 500 nos. candidates) From 2,001 to 10,000 Nos. of Candidates 205.00 265.00 200.00 1 From 10,001 to 50,000 Nos. of Candidates 187.50 250.50 185.50 175.00 235.00 175.00 From 50,001 to 1,00,000 Nos. of Candidates From 1,00,001 and above candidates 165.25 220.25 165.50 Average Rate = (Sum of Rates of all Ranges/ Total Range, i.e. 5) 191.55 251.15 189.20 **OFFLINE - OMR & PBT EXAM/TEST** Upto 2,000 Nos. of Candidates 145.25 185.25 155.25 (Minimum guarantee of 500 nos. candidates) From 2,001 to 10,000 Nos. of Candidates 137.50 170.50 145.50 2 From 10,001 to 50,000 Nos. of Candidates 130.00 155.00 135.00 From 50,001 to 1,00,000 Nos. of Candidates 122.50 135.50 125.50 From 1,00,001 and above candidates 106.50 125.50 118.50 Average Rate = (Sum of Rates of all Ranges/ Total Range, i.e. 5) 128.35 154.35 135.95 TYPING & STENOGRAPHY EXAM/TEST **Upto 200 Nos. of Candidates** 385.00 450.00 410.00 (No Minimum guarantee) From 201 to 500 Nos. of Candidates 372.50 435.50 402.50 3 From 501 to 2.000 Nos. of Candidates 355.50 425.00 388.50 From 2.001 and above Candidates 345.00 390.00 378.50 Average Rate = (Sum of Rates of all Ranges/ Total Range, i.e. 4) 364.50 425.13 394.88 Cumulative Average Rate = (Avg. Rate of Each Exam Type) / Total Exams Type, i.e. 3 (of Rates of Online, Offline & Typing & 228.13 276.88 240.01 Stenography Test)

[This shall be the Final Bid Amount by Bidders]

#### **Final Evaluation/Combined Total Scoring**

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined on basis of Quality Cum Cost Based Selection (QCBS). 80% weightage shall be provided to Technical Score (TS) & 20% weightage shall be provided to the Financial Score (FS). The overall score will be calculated as follows: -

BS = 0.80 \* TS + 0.20 \* FS

Where BS = overall score of bidder under consideration

TS = Technical Score for Selected agency under consideration

FS = financial Score of Selected agency under consideration

#### Selected agency with highest (H1) score shall be awarded the work.

The scoring system of this "Quality-Cum-Cost-Based (QCBS) Selection" methodology to be used for obtaining final scores is illustrated below. Technical proposal score & Financial proposal offer & scores shown below have been assumed for illustration purpose only.

ı	EVALUATION	OFCOMBINE	TOTAL SCORES =	TECHNICAL S	CORE (TS) + FINAN	NCIAL SCORE (F	5)
	Technical Proposal	Financi	al Proposal	Combined Score			
BIDDERS	Technical Score (TS)	Bid Final Avg. amount (in Rs.)	Financial Score (FS) = (minimum bid amount /actual bid amount) *100	Technical Score (TS) weightage (80%)	Financial Score (FS) weightage (20%)	Combined Score (TS+FS) Total	Remarks
	1	2	3	(4) = TS*0.80	(5) = FS*0.20	(6) = (4) + (5)	
Bidder 1	90.33	228.13	100	72.27	20	92.27	H1 Score. Hence, Selected Bidder.
Bidder 2	94.67	276.88	82.40	75.73	16.48	92.21	
Bidder 3	80.00	240.01	95.05	64	19.01	83.01	

As per above illustration the Bidder 1 having emerged with the highest total score will be awarded the work being the H1.

### **SECTION III - GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 3.1 DEFINITIONS

- 1. In this Contract, the following terms shall be interpreted as indicated:
- 2. "NPC" means the National Productivity Council
- 3. "Purchaser" means the National Productivity Council
- 4. "Purchase Officer" means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 5. The "Vendor" means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 6. The "Contract" means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- 7. "Applicable Law" means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time.
- 8. "Application Software" means software development of software application for conduct of online examination with the laid down standards and procedure, the analysis, verification and reporting of such records.
- 9. "Contract" means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.
- 10. "Contract Price" means the price to be paid for the performance of the Services;
- 11. "Effective Date" means the date on which this Contract comes into force and effect.
- 12. "Foreign Currency" means any currency other than the currency of the Purchaser's country.
- 13. "Government" means the Government of the Purchaser's country.
- 14. "Local Currency" means the currency of the Purchaser's country.
- 15. "Bidder" means the Bidder company bidding for this project.
- 16. **"Party"** means the Purchaser or the Bidder, as the case may be, and **"Parties"** means both of them.
- 17. "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
- 18. "Services" means the work to be performed by the Bidder pursuant to this Contract.
- 19. "In writing" means communicated in written form with proof of receipt.
- 20. **"IT Systems"** means all application software, middleware, system software, database, servers, networking, security, storage, etc.

#### 3.2 CLARIFICATION OF BIDS

During evaluation of bids, NPC may at its discretion, ask the Bidder for clarification on the bid document submitted.

#### 3.3 METHODOLOGY TO BE ADOPTED

The interested Agency shall present a methodology to be adopted for bringing out resources (both facilities and key personnel), process and a project timeline along with activity- wise time chart. Assuming that in case, NPC undertakes the project with services from different service providers, the exact requirement from other service providers for co-ordination purpose may also be clearly spelt out.

The agencies may bring out how they would undertake the assignment and would ensure integrity and confidentiality of the examination process. The agency must bring out location of their facility/ office with contact numbers of their Senior Contact Officials. Interested Service Providers must declare that they would extend their facilities for inspection, before formal award of work.

#### 3.4 NPC RIGHTS

NPC reserves right to verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the bids in tender/s without assigning any reason, whatsoever, thereof, or may terminate the tender process midway without assigning any reason.

The NPC will have the right to reject all proposals and re-invite for fresh proposals. However, such rejections shall be well considered and normally be in cases where all the bids are either substantially in deviation to the Terms of reference or Out of Scope of Work or considered unreasonably high in cost and in latter case, the qualified bidder during negotiations fails to reduce the costs to a reasonable level.

Any addendum/corrigendum issued shall be part of the bidding document. The bidder shall visit NPC's website for any addendum / modification / errata / corrigendum etc.

In order to provide prospective bidders reasonable time to take the amendments into account in preparing their bids, NPC may, at its discretion, extend the last date for the submission of bids.

During the execution of contract, National Productivity Council reserves the right to modify the scope and deliverables in lieu of the scope of work & deliverables defined under the RFP/Letter of Award (LoA). However, for any modification or addition of new scope, which is beyond the original scope, the same shall be decided mutually.

#### 3.5 RIGHTS TO ACCEPT / REJECT ANY OR ALL BIDS

The NPC reserves the rights to summarily reject an offer received from any agency, without any intimation to the bidder.

#### 3.6 JOINT VENTURE/CONSORTIUM

Associates or Consortium and Joint Venture are not allowed under the assignment.

#### 3.7 LANGUAGE OF BIDS

The Bid, as well as all correspondences and documents relating to the Bid exchanged between the Bidder and NPC, shall be written in **English only**.

#### 3.8 PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for such period as mentioned in RFP after the bid submission deadline date prescribed by NPC. A Bid valid for a shorter period shall be rejected by NPC as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, NPC may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request for such extension without forfeiting its Bid Security.

#### 3.9 CURRENCY FOR THE BID

Bidders shall express their bid price in Indian Rupees (INR) only.

#### 3.10 ALTERNATE BIDS

Alternate Techno-Commercial and /or Price bids shall be rejected.

#### 3.11 CONFIDENTIALITY

Information relating to the examination, evaluation, comparison, post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process.

Any attempt by a Bidder to influence National Productivity Council in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

If any Bidder wishes to contact National Productivity Council on any matter related to the bidding process, from the time of opening the Techno-Commercial Proposals to the time of Contract award, it should do so in writing.

#### 3.12 CHANGE ORDERS

The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 3.18, make changes within the general scope of the Contract to increase/ decrease quantities of services etc.

If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty (30) days from the date of the Vendor's receipt of the Purchaser's change order.

#### 3.13 LIMITATION OF LIABILITY

- 1. Except in case of gross negligence or willful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:
  - (a) For any indirect or consequential loss or damage; and
  - (b) For any direct loss or damage that exceeds
    - (i) The Contract Value, or
    - (ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.
- 2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

#### 3.14 PERIOD OF CONTRACT

This contract will be valid for an initial period of one year. The Contract Period can be extended up to further four more years on performance & quality delivery review on yearly basis on same terms and conditions of the contract, at the sole discretion of the Purchaser (NPC).

#### 3.15 DISCLAIMER

This Request for Proposal (RfP) has been prepared by National Productivity Council for Engagement of Agency/Firm to conduct Online and Offline Examination/Test for Recruitment/Departmental Promotion/Selection Purposes for its prospective client organization(s).

Though adequate care has been taken while preparing the RfP documents, the Bidder shall satisfy himself that document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. While this RfP has been prepared in good faith, National Productivity Council does not make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omission herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RfP, even if any loss or damage is caused by any act or omission on their part.

All information submitted in response to RfP become the property of National Productivity Council and NPC does not accept any responsibility for maintaining the confidentiality of the material submitted or any trade secrets or proprietary data contained therein.

In submitting a proposal in response to the RfP, each bidder certifies that it understands, accepts and agrees to the disclaimers on this page. Nothing contained in any other provision of the RfP nor any statements made orally or in writing by any person or party shall have the effect of negating or superseding the disclaimers set forth on this page.

#### 3.16 SUB-CONTRACTING

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/Tendering Authority. b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all sub-contracts awarded under the Contract, if not already specified in the Bid. Sub-contracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract. c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract. d) Liability in such a case, even for all commissions and omissions/defaults on part of subcontractor, would be of bidder itself

#### 3.17 DISPUTE RESOLUTION MECHANISM & ARBITRATION

The Bidder and the Purchaser both shall endeavour their best to amicably settle all disputes arising out of, or in connection with, the Contract in the following manner: a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice. b) The matter will be referred to for negotiation between Nodal Officer of the Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days. c) In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. d) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to

appoint its arbitrator within 45 days from receipt of the notice. All notices from one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. e) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. f) The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings. g) Notwithstanding any of the above, the Arbitration and Conciliation Act, 1996 shall prevail.

#### 3.18 NOTICES

Any notice by one party to the other pursuant to the Contract shall be sent in writing or by fax/email and confirmed in writing to the address specified for that purpose in the contract.

Notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### 3.19 FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arise from causes, reasonably beyond the control of such party including incidents of natural calamity etc.

#### 3.20 INDEMNITY

The appointed Agency agrees to indemnify and hold harmless the NPC, its officers, officials, employees against loss or threatened loss or expense by reason of the liability or potential liability of the NPC for, or arising out of any claims for damages including any, by the third party.

#### 3.21 CONFIDENTIAL INFORMATION

- a) The Purchaser and the Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the selected bidder for any purposes unrelated to the Contract. Similarly, the selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the recruitment process or other work and services required for the performance of the Contract

The decision of the competent authority/ purchase committee whether the articles/services provided conform to the specifications shall be final and binding on the supplier / selected bidder.

#### 3.22 PACKING AND DOCUMENTS

As per the requirement, the Supplier/ Selected Bidder shall provide such tamper proof packing of the Goods/services/Documents as is required to prevent their loss, damage or deterioration during transit, to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, (a) The remoteness of the final destination of the Goods and the

absence of heavy handling facilities at all points in transit. (b) The packing, marking, coding and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the purchaser.

#### 3.23 INSURANCE

The Goods/Documents supplied under the Contract shall be fully insured by bidders against any loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations.

#### 3.24 INSPECTION

- a) The NPC or its duly authorized representative shall at all reasonable times have access to the suppliers / Selected Bidder's premises and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the goods/ equipment/ machinery during manufacturing process or afterwards as may be decided.
- b) The supplier / selected bidder shall furnish complete address of the premises of his factory, office, godown and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection it will be supplier's / selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

#### 3.25 PRESERVATION OF DATA, TEST MATERIAL

The bidder should arrange/facilitate for safe storage of all material including Question Paper as well as proof of communication (sending the email, SMS etc.) of all candidates till the completion of the process therein. Thereafter, bidder should hand over the same to NPC.

All documents related to candidates will have to be arranged by the bidder in accordance with the posts advertised and shall be packed properly in the cartons, indexed & handed over to NPC. All other reports should also be properly packed in cartons & stored in venue wise lots at a secure premise till a suitable disposal is ordered by the NPC.

All the reports, recordings, documents shall be electronically (scanned, etc) stored by the bidder and to be handed over to NPC after indexing in both hard and soft copy. During the conduct of the project, the Agency shall ensure that records/documents pertaining to the recruitment process are accessible to NPC, its representative and its authorized auditors at the option of NPC. The Agency shall cooperate fully in providing the NPC or its representatives the justified responses to such enquiries as may be made about the whole process of recruitment within the duration prescribed by NPC.

#### 3.26 TERMINATION FOR MISREPRESENTATION OF FACTS

- 1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of NPC/purchaser even after signing of the contract, in that case, NPC/purchaser shall provide notice of seven (7) days to successful bidder for providing the clarification.
- 2. Where issue is not resolved within 7 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 7 days, in that case, Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:

a) If the successful bidder, in the judgment of NPC/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;

OR

- b) If the successful bidder submits to NPC/purchaser a false statement/facts.
- c) NPC/Purchaser may also forfeit the PBG and/or take other necessary legal action.

#### 3.27 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

#### 3.28 SUSPENSION

The "Purchaser" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- i. shall specify the nature of the failure, and
- ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

#### 3.29 APPOINTMENT OF SUCCESSFUL BIDDER

#### 3.29.1 AWARD CRITERIA

NPC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

3.29.2 RIGHT TO ACCEPT ANY PROPOSAL AND TO REJECT ANY OR ALL PROPOSAL(S)

NPC reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NPC action.

#### 3.29.3 NOTIFICATION OF AWARD

Prior to the expiration of the validity period, NPC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NPC may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract and shall be binding on both the parties. Upon the selected successful bidder's furnishing of Performance Bank Guarantee, NPC will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

#### 3.29.4 PERFORMANCE GUARANTEE

NPC will require the successful bidder to provide an irrevocable, unconditional Performance Security in the form of Bank Guarantee / Demand Draft **within 15 days** from signing of the agreement post Notification of award, for a value as per Office Memorandum of the Department of Expenditure, Ministry of Finance.

The Performance Guarantee should be valid for a period of 60 days beyond the contract period. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The successful bidder 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 and Warranty period. In case the successful bidder fails to submit performance guarantee within the time stipulated, NPC at its discretion may cancel the order placed on the successful bidder without giving any notice. NPC shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or NPC incurs any loss due to Vendors' negligence in carrying out the project implementation as per the agreed terms & conditions.

#### 3.29.5 SIGNING OF CONTRACT

After NPC notifies the successful bidder that its proposal has been accepted, NPC shall enter into the contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between NPC and the successful bidder with mutually agreed terms and conditions.

#### 3.30 MODE OF PAYMENT

- 1. The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule, without any errors. No advance payment shall be made. Total payment shall be done immediately after the completion of the project. This has to be done as per the amount quoted by the selected bidder in financial bid. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.
- 2. In case of non- fulfilment of the service provider's specific obligation as under the contract, which non- fulfilment leads to data loss/ non-compliance of event-based log/ data saving, the service provider shall indemnify NPC to the extent of any loss suffered by NPC as a result of, such data loss/ non-compliance of event-based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by NPC to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.
- 3. No interest will be paid to the successful bidder on the security deposit.
- 4. If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for NPC to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 5. If any examination has to be conducted either on the buffer date or any of the unused weekends due to any technical or non- technical problems from the service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal. In addition to this, penalty equivalent to 5 (five) times of total amount admissible in respect of that centre/venue will be deducted from the payments due to the Service Provider.
- 6. If the re-examination happens due to NPC decision or issues then NPC has to bear the cost of the conduct of the examination as quoted in the commercial proposal as per the pro-rata basis.
- 7. In case the Bidder fails to fulfil the obligations as per the terms and conditions of the contract, the NPC 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.
- 8. 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, the NPC reserves the right to impose penalty equivalent to total amount payable per such node/terminal.
- 9. In case of any deficiency of service provided by the Technical Administrators in conducting the "Computer Based Test (CBT)/CPT/OMR Test/PBT/Typing & Stenography Test" at a Test centre that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the service provider shall be limited to twice of total amount payable by NPC to the service provider for that particular test centre where the deficiency has been verified and confirmed by NPC.

#### 3.31 LIQUIDATED DAMAGES

- 1. If the Bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, NPC 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 10% of the order value of the delayed Service(s) or unperformed Service(s).
- 2. If the Bidder fails to complete the entire works/Service(s) before the completion date or the extended date or if the Bidder repudiates the Contract before completion of the Services, NPC may without prejudice to any other right or remedy available to NPC as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.
- 3. In case the bidder fails to execute the contract, the NPC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- If the delay adversely affects conduct of examination the security deposit/ performance security shall stand to be forfeited and other legal action would be initiated as per terms and conditions of contract.

#### **SECTION IV - CONTENT OF THE BID**

# 4.1 For such recruitment/departmental promotion examination, following shall be made available by the NPC:

- 1. Work Order details of the Recruitment Project.
- 2. Copy of Detailed Requirement Document (DRD), Job Description for various Posts, Syllabus and pattern of question-paper etc., as per requirement.
- 3. Broad Design/Inputs for development of template Admit Card and Confirmation on Template of CBT, CPT, OMR, PBT, Skill/Typing Test & Stenography Test.
- 4. Template and Guidelines for Preparation of Merit List.
- 5. Rules/guidelines/marking scheme for evaluation.
- 6. Approved Process document for preparation of results (including Normalization Process if applicable) as received from end user Client.
- 7. Any other requirement related to conduct of Online/Offline exams.

#### 4.2 Following shall be made available by the selected bidder:

- 1. Template design and issue of Admit Card/Hall Ticket for CBT, CPT, OMR, PBT, Skill/Typing Test & Stenography Test.
- 2. Soft Copy of Centre Master having Centre No. and Centre Details
- 3. Complete candidates' response during the examination, audit trail and biometric data
- 4. Complete response related data of all the candidates
- 5. Examination scores of candidates and final merit list in a digitally signed and non- editable format as approved by NPC.
- 6. Submission of CCTV footage, covering all candidates distinctly, after completion of CBT.
- 7. Timely submission of specific data/inputs, RTI query or as may be required by any statutory/end client/legal authority.
- 8. Submission of various customised reports as per requirements of NPC.

#### 4.3 Important points to be looked after by the selected bidders:

- 1. The selected bidder shall arrange Mock-drill including tests for training and validation of readiness at each of the scheduled test centres on the preceding day of the test (i.e. one day before the scheduled date). All those participating in conduct of the examination (Centre Superintendent, Deputy Centre Superintendent, Invigilators, and Technical Staff such as Center Administrator, IT Manager and Support Staff) shall be present full-time during the conduct of Mock-drill. This should ensure finalization and validation of readiness of all arrangements and facility wise, system, network, security, protocols of exams, systems in place.
- 2. The selected bidder shall ensure that the centres booked for conducting the tests shall not have any other examination on the day of the test as well as on the day of Mock-drill (the day preceding the day of the test).
- 3. The selected bidder shall ensure that only those centres and computer nodes that are vetted by the NPC shall be used for the Mock-drill and Examination. Security parameters to be ensured and updated to NPC.
- 4. The selected bidder shall ensure that under no circumstances, any computer node used by examinees shall go to sleep mode during the entire examination.
- 5. The selected bidder shall ensure that the soft copy of Centre Master having Centre No. and Centre details provided to the NPC for conducting the examination shall be final. No change shall be made by the selected bidder in the list. However, the NPC reserves the right to cancel/ change any centre.

#### 4.4 Essential Pre-requisites:

#### I Organizational Level:

- 1. The Bidder must be a Company registered under the Companies Act, 1956/2013 or a Firm registered under the Indian Partnership Act, 1932 or under the Limited Liability Partnership (LLP) Act 2008 or a registered SME or Unit under DI-MSME or an organization registered under Society Act, 1860 for at least ten years, i.e. as on bid submission date.
- 2. The Bidder must be operational in India for at least 10 years for providing end to end examination services and not limited to printing & scanning services for question paper & answer sheets. Such bidders having expertise and experience only in printing/scanning works, need not apply against this Tender/RfP.
- 3. The bidder should participate as a single entity; no consortium or group companies' participation shall be allowed. Any experience of bidding agency as a consortium partner will also not be considered, as per the evaluation criterion.
- 4. The bidder shall depute senior personnel to act as the single point of contact with NPC and she/he, shall be solely responsible for the execution and delivery of the work.
- 5. The Bidder must have an average annual turnover of not less than INR Rs. 75 Crores (Rupees Seventy-Five Crores) during preceding seven (7) financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 (CA Certified Unaudited). [The Average of any best five (5) years during afore-mentioned Financial Years shall be considered for the assessment of financial standing of the Bidders.]. The Audited Balance Sheet of the relevant period is required to be submitted by the Bidder.
- 6. The bidder should not have incurred any loss during preceding seven (7) financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 (CA Certified Unaudited). The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited by the Chartered Accountant Firm, for each of the above-mentioned financial years.
- 7. The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax/GST and ESIC, EPFO, etc. and should submit valid certificates of registration with these authorities. In addition, the ESI/PF Proof for employees also needs to be submitted by Bidder.
- 8. The Bidder should have executed at least ten (10) projects related to conduct of recruitment exams/tests or Entrance Exams/tests with minimum 25,000 candidates scheduled in at least five (5) out of ten (10) such exam in Online CBT and Offline OMR/PBT Mode (as applicable) each type, during last 7 financial years for the Central Government/ State Government/ Union Public Service Commission/ Government Banking/PSUs/Medical/ Management/Higher Educational Institutions/ Universities etc. The Bidder shall be required to submit relevant details/ documentary proof in support. Scope of work in such exams being - Online application form management, generation and downloading of Admit Card online and/or e-mail dispatch, Exam/Test Centre hiring & management of venue, Attendance on Physical & Biometric, security of processes & venue management, Content/QP generation conduct of examination, Evaluation/re-evaluation, Result preparation, Merit preparation, etc.

- 9. The Bidder should have executed at least ten (10) projects related to conduct of Skill Test Computer Typing, Stenography with minimum 2000 candidates scheduled in at least five (5) out of ten (10) such exams/tests for each of Computer Typing & Stenography, separately, during last 7 financial years for the Central Government/ State Government/ Union Public Service Commission/ Government Departments/ Banking/ PSUs/ Medical/ Management/ Higher Educational Institutions/ Universities, Boards, etc. The Bidder shall be required to submit relevant details/ documentary proof in support. The Scope of work in such exams being Online application form management, generation and downloading of Admit Card online and e-mail dispatch, exam/test centre selection & management, Content/QP generation, conduct of Typing Test and Stenography Test, Evaluation/reevaluation, Result preparation, Merit preparation, etc.
- 10. The Bidder should have either Owned/Hired Tier 3 Data Centre (DCs). In case, the Bidder Firm has taken services of Data Centre facility from third party, a copy of the valid Agreement executed between the Bidder Firm & the third-party Data Centre service provider shall be required to be submitted with the Bid. The Agreement should be valid for the entire period of empanelment with NPC. The Bidder shall also be required to submit a certificate regarding data security, data availability and 100% error-free data recovery in case of Server/ Data Centre failure with validity throughout the time-period of the contract.
- 11. The successful bidder shall prepare and provide Standard Operating Procedure (SOP) and documentary manuals for all processes for safe and secure conduct of examination, along with rules for contingency and exception handling/ emergency procedures. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional centre locations, candidate's data, etc.
- 12. The bidder must be able to conduct CBT/CPT, PBT & OMR answer sheet-based exams, Computer Typing Test & Stenography Test in multiple subjects/disciplines for different levels of posts, in English and Hindi or any other language (multilingual) as applicable. The test delivery system should be able to handle this aspect of multiple languages / multiple subjects/multiple difficulty levels, without any glitches, appropriately.
- 13. The Bidder should have ISO 9001, ISO 27001 and minimum CMMi Level 3 certification for examination services. Bidders may mention and present credentials pertaining to ISO 20000-1, if possessed.
- 14. The Bidder should have infrastructure in all the major cities in India with validated nodes/computers, tie-up with schools/colleges, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence carried out for each Testing Centre, etc.
- 15. In case any examination centre is damaged causing operational breakdown due to fire break/water logging, etc., the successful bidder should have buffer provision for another examination centre including transportation within the municipal limits in same city, so as to shift the candidates and conduct the Examination for them.
- 16. The bidder should have all relevant facilities and logistics available to execute the Projects in both Offline and Online mode, across the country in multiple cities and locations.
- 17. The bidder should not have been blacklisted by the Central Government/State Government/Institutions/Universities/Boards/CPSEs, etc. or convicted by any court of law for any leakages, corrupt & fraudulent practices as on the date of submission of bid in

response of this Tender Bid/RfP. A duly Notarized affidavit on stamp paper of Rs. 100/should be submitted for such undertaking.

18. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Not with standing anything to the contrary contained in this tender, NPC shall 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, NPC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as a mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such bidder's Proposal. NPC, will be at liberty to take civil or criminal legal recourse against the Bidder and/or its agent(s) as per law.

For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

"corrupt practice" means(i) 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 (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NPC, who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution, thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NPC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, or in relation to any matter concerning the Project;

"fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process;

"coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

"undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by NPC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process. 19. The Bidder Firm should have a minimum of 100 nos. of trained and experienced Manpower on its regular payroll. Out of this minimum 60-70 nos. of Manpower should be dedicated Technical Manpower handling the Exam related activities, i.e. including Software development, Network & Security Management, Content management, Exam Centres IT & Infrastructure Management, etc. and the other 30-40 nos. may be in General Management, Logistics, Venue coordination, centre management, Admin. & Support roles. A list of entire Staff Personnel, duly attested by the Head of the Organization/Authorized Signatory must be enclosed.

#### II Assessment Platform level:

- 1. The proposed examination and question paper (in English and Hindi or multiple languages as the case may be) generation software should be in-house developed by the bidder, and the bidder must own the complete source code of the software being used for conducting the CBT/CPT (computer based) exam. They must have the copyright of the source code and all its components. Bidders having CMMi organization-development certificate will be given preference.
  - (a) The bidder should have all the necessary components and dependency of source code of computer-based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by NPC must be met immediately. The bidder should have at least regular 60-70 technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security, etc. The proof of ESI/PF registration of all the employees shall be submitted and duly attested by Authorized Signatory.
  - (b) Different versions of Software code should be managed appropriately in a standard version control system within the organization. The Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
  - (c) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High- Availability, Business Continuity, and Disaster-Recovery.
  - (d) The bidder 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, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
  - (e) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
  - (f) Proper security provision for source codes shall be always maintained by the bidders.
- 2. The proposed software should be Govt. of India compliant CERT-IN certified for IT security.

- 3. The bidder's software should have a facility of authorization template to create question paper (in English, Hindi and other languages as applicable) securely at a designated place decided by authorized personnel of NPC.
- 4. The bidder must use 256 bit/appropriate security layer encryption for Question paper storage and transfer.
- 5. The system should support question randomization with option shuffling ensuring that no two adjacent question papers are alike.
- 6. The final question paper would be password protected by NPC and NPC will never share the password.
- 7. The bidder should provide web application with dynamic dashboards with real time/near real time updates to monitor, from the control/command centre at NPC, vital activities of pre- examination, during examination and post examination activities for all the centres.

#### SECTION V - SCOPE OF WORK

The agency is expected to render support to NPC to conduct examinations/test for the following, either in (i) Computer Based Test (CBT), (ii) Computer Proficiency Test (CPT) or/and Offline Test, i.e. (iii) OMR based MCQ type test and/or (iv) Descriptive Pen-paper based test (PBT) and/or (v) Skill Test-Computer Typing & Stenography Test.

The Project could be either an end-to-end recruitment examination/test or a Departmental Promotion Test/Exam. These can be either of one type of exam/test, i.e. part online and/or part offline or a combination of types of examinations, as per the Client Organization's requirements, which may vary from one project to another. These examinations may be conducted either in few select cities of the country OR on a pan India basis at multiple locations. There could also be more than one project ongoing, hence the bandwidth of the bidder agency should be such, that it should be able to handle such projects concurrently.

#### **5.1 PRE-EXAM PREPARATORY ACTIVITIES**

#### I Development of Online Registration Portal

Design, develop **online registration forms** and integrate with **secured payment gateway**, broadly, as per terms defined below:

- 1. Design, develop, test, host and manage a dedicated web-based portal exclusively for the specific recruitment project.
- 2. Design & develop online application form duly approved by NPC along with Secured & SSL encrypted Payment Gateway to receive the Online Applications (CERT-IN certified).
- 3. The online portal will have the features with due algorithms for auto scrutiny of the candidates' information like Date of Birth, Work Experience, etc. based on the criteria specified by NPC. The application format should be designed in such a way that non- eligible candidates should be eliminated at the time of online submission of application i.e. Candidate's validation and screening at the time of registration, as per applicable rules, terms and conditions specified by NPC.
- 4. The bidder shall enable and integrate payment gateway services of web-based portal with the NPC designated/suggested bank with acceptance of credit cards, debit cards (Visa, Master and Maestro), Pay Wallets, RTGS, Net banking, NEFT, UPI, etc. and internet banking of all public/private banks, as per standard protocols in all such public type of examinations.
- 5. The bidder shall verify the transaction(s) status on regular basis to maintain the database of all the received applications with the generation of payment receipts/acknowledgement along with automated reconciliation and generation of various MIS reports as required by NPC.
- 6. The online portal will generate a unique registration number and password on successful submission of online application by the candidate. The registration number will be the key number for candidates for any type of future correspondence/queries.
- 7. The online portal will generate a non-editable (PDF format) application form with a unique application number which can be further downloaded and printed by the candidate after successful submission of online application form
- 8. The online portal will generate and send acknowledgement e-mail and SMS to the candidates on their registered mobile number regarding successful submission of application form

- 9. The online portal will consolidate and validate the candidate's application data along with exam fee payment details (wherever applicable) before the generations of roll number, admit card for all exams etc. To update the information/content on the web-based portal regularly for information to candidates and maintain the web-based portal till the completion of the project.
- 10. Online uploading/display of recruitment advertisement, instructions to candidates, and other information related to examination, from time to time.
- 11. Uploading of model test papers with sample questions to be provided by NPC.
- 12. The bidder shall have secured server services for data collection, hosting etc. /certificates for the recruitment assignment.
- 13. The bidder shall have Secured Data Centre with mandatory certifications along with requisite software licenses and must be within India and should be multi-tiered and available in multiple seismic zones.
- 14. The bidder shall provide the admin control/admin panel (login credentials to access) to the authorized representative of NPC.
- 15. The bidder shall maintain the server for the entire duration of the project with adequate bandwidth to ensure the necessary connectivity.
- 16. The bidder shall ensure the data integrity and security throughout the project.
- 17. Centralized Help Desk Support It shall be the responsibility of the bidder to provide helpline support for resolving the queries / difficulties faced while filling up online application and during the whole recruitment process. The bidder shall provide helpline telephone numbers (at least 2 nos.) for voice as well as communication support through SMS and e-mail from 1000 hrs. to 1900 hrs. on all days i.e. Monday to Saturday. Bidder shall resolve all user queries on daily basis with a response time of maximum 24 hours.
- 18. Any other addition/modification in the above scope of work at any point of time even after the engagement of the Agency/Firm shall have to be acceptable and incorporated.
- The Selected Bidder shall carry Periodic Audit at exam Centres for CBT/CPT/Skill Test-Typing
   Stenography Test/Exam, specifically, for
  - Hardware, Operating System, Screen resolution, processor Speed, RAM, Network, Keyboards, routers, Switches, LAN Connectivity, Network and Internet connectivity etc.
  - ❖ Software –Exam Software, Browser software, data software, system software, Centre Server and Centralised Server systems
  - Working condition of UPS, Power Back-up Generators and Air Conditioners, etc.

#### **5.2 EXAMINATION ACTIVITIES**

#### II Selection & arrangement of Exam Centres

- 1. To arrange for venues as per the requirement of Online/Offline mode of examination and type of Exam/Test, with appropriate facilities of rooms/computer labs with upgraded computer systems, secured connections and nodes, furniture, invigilation, supervision, drinking water, toilets etc. for proper and smooth conduct of examination.
- 2. To arrange venues within municipal city limits and with appropriate accessibility, connectivity through public transport, mostly within city municipal limits, and as duly approved by NPC. To keep an arrangement of Test Centres/Venues in identified

- similar/other nearby cities in case of any unprecedented increase in number of candidates in such identified cities.
- 3. To allocate Centre Superintendents, Deputy Centre Superintendents, Invigilators and other exam/test support staff at all exam centres and venue, for smooth & confidential conduct of exams.
- 4. To arrange for seating arrangement, Toilets, walking ramps, assistance for Divyangjan/PwBD candidates, as per Government of India guidelines.
- 5. To arrange for seating arrangement for not more than 24 candidates per room or in multiples of 24 candidates only, in large size of Examination Hall/Room for OMR, PBT & Descriptive types of Exam/Test.
- 6. Separate appropriate, comfortable seating arrangement in case of CBTs in designated Computer Labs to be ensured as per exam appearing arrangement.
- 7. To arrange for invigilators in the ratio of minimum ONE (1) invigilator per 24 candidates.
- 8. To deploy only the regular school/college/institute faculty staff as Centre Superintendent, Deputy Centre Superintendent and Invigilators. The antecedents of all exam duty deployed personnel to be verified by the agency beforehand and an undertaking of the same to be submitted by the agency before every such exam project, duly assigned upon engagement.
- 9. Informing the local area police stations of individual examination centre for deployment of police personnel at examination centres for safe and secure conduct of examination.
- 10. To arrange for frisking and biometric of candidates and ID verification at the entry point/gate and/or during examination at each venue.
- 11. Proper distance should be maintained between any two seats in the examination hall.
- 12. Follow-up of Covid Protocols and social distancing norms to be followed, if applicable.
- 13. The selected bidder shall make necessary arrangements for following:

#### (a) Minimum number of personnel to be deployed:

Exam Center Administrator/ Centre Superintendent	One
IT Manager	One per 250 nodes (minimum 1 in a centre)
Deputy Centre Superintendent	For more than 250 nodes : one for each additional 250 nodes

Invigilators	One per 30 nodes (minimum 2 in a room)		
Support Staff	Minimum One per 100 candidates		
	(Suitability needs to be justified with centres) and locations		
Security Guards	Minimum One per 100 candidates		
	(Suitability needs to be justified with centres)		
MTS	Minimum Two per 100 candidates		

The above staff should be increased proportionately based on size of the centre in terms of nodes for exam. In addition, service provider should provide a City Head for every examination.

The staff provided at the Test Centre for conduct of examination should be from among the regular staff of the selected bidder and as well as of the Test Centre. Centre Superintendent, Deputy Centre Superintendent and Invigilators must be regular employees of the engaged, duly recognised college/ school.

#### (b) Minimum Candidate System Pre-requisites (For CBT/CPT/Typing Tests):

Screen Resolution	1024 X 768
Operating System	Windows Professional/Ubuntu Operating System/Any Secured or Patented OS, should be compatible with Center Server
Browser	Microsoft Edge/Internet Explorer 11.0 or above as supported by Operating Systems/Chrome/FireFox
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' and Proxy disabled (Direct Internet); USB disabled, Keyboard disabled during exam after login

#### (c) Minimum Exam Centre Server Prerequisites:

Processor	CPU Speed: 2.5 GHz or above. Intel Core i5 processor with latest generation processor
RAM	8 GB or higher
Screen resolution	1024 X 768
Operating system	Compatible with candidates' systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 250 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client/candidate with time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real/near real time.

#### III Generation of e-Admit Cards/Call Letters

- 1. To generate and allot unique roll nos. with exam centre as per centre/city preference indicated by candidate in the application form.
- 2. To design & generate e-Admit Cards/call letters for provisionally eligible candidates for respective test stages, i.e. OMR/Written/Skills test/Interviews, as applicable.
- 3. To allow registered candidates to download their e-admit cards/call letters online and/or dispatch via e-mail to the designated e-mail IDs, only.
- 4. To send reminder messages about the dates of exams and provide link for download of e-admit cards/call letters through SMS/WhatsApp on registered mobile Nos. and in e-mail IDs.

#### IV Conduct of the Written Exam – OMR/PBT & Descriptive

- To make arrangement at exam centres/venues which shall include entire exam management activities, i.e. to & fro transportation of examination material to respective exam centres/venues & retrieval of entire exam material to NPC HQ, New Delhi, arrangement of invigilators, staff, security, drinking water & sanitary facilities, etc. for the conduct of the exam in a smooth and transparent manner.
- 2. To pick up packed and sealed centre-wise packets of the question paper (in case of offline exam) from designated place (provided by NPC), transport and position at the exam venues, as directed by NPC.
- 3. To print OMR answer sheets/Descriptive PBT Answer sheets as per the requirement provided by NPC.
- 4. To print Attendance List, as per provisional list of eligible candidates allowed to appear in the examination and get the attendance sheet filled-in at each venue.
- 5. To arrange for packing and sealing of both used and unused exam material at exam centre as directed by NPC.
- 6. To conduct fair, secure examination/test and record the data/information and update on centralized database.
- 7. To retrieve back exam material, both used and unused, directly from the exam centres to designated place, as intimated and directed by NPC.

#### **5.3 POST EXAMINATION ACTIVITIES**

#### V Result Processing & Merit List Generation

- To process candidate's response sheets, Scan OMR answer sheets, Evaluation of Descriptive Answer Sheets, CPT/Skill Test-Typing & Stenography response sheets and undertaking processing of result.
- 2. To calculate marks obtained by each candidate as per the requirement and marking scheme.

- 3. To store Candidate's responses, biometric, photograph, audit trails & submit to NPC for verification purposes during subsequent stages of the project.
- 4. To scan evaluated descriptive answer sheets of every candidate for record and retrieval purposes.
- 5. To provide documented inputs and support for handling Candidates' queries, RTI queries, Court Cases
- 6. To support in MIS generation/ submission of customized reports to NPC.

#### VI General

- 1. To handle the entire above-mentioned operation with utmost confidentiality and secrecy in a professional manner maintaining highest professional standards.
- 2. To ensure and expedite all the above activities in consultation with NPC.
- 3. To hand over the exam-related documents, viz. Question papers, filled-in OMR Answer Sheets, descriptive answer booklet (if any), CBT based responses, immediately after conducting the exam.
- 4. To retain the exam related records for a period of six months from the date of the exam to provide any clarification sought by NPC.
- 5. All related & customized MIS/Reports as desired by NPC shall be provided by the agency/organization.
- 6. Any other addition/modification in the above scope of work at any point of time, even after the engagement of the Agency/Firm concerned shall have to be acceptable and incorporated.
- 7. Anything not mentioned or included in above terms and conditions yet crucial to the arrangement of respective examinations/tests, shall invariably notwithstanding form a part of the standard inclusions by the Bidder, which may be informed subsequently even after the award of work to the respective bidder and the bidding agencies to have an open acceptability of any such situation.
- 8. In addition to the above the bidder shall ensure the following:
  - i. Periodic audit at Exam Centres for:
    - a. Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Keyboards etc. and all test required for cyber security.
    - b. Software Screen resolution, bandwidth for internet and LAN connectivity, Browser. Working condition of UPS and Generator.
  - ii. Video tutorial regarding the CBT process flow which should be available to all candidates through mock link for familiarizing about the process of CBT to be attempted
  - iii. Capture data i.e. click by click audit trail, candidate's response, login/logout data etc during the examination process.
  - iv. Host and manage the examination process through intranet-based solutions at Exam Centres. Data of test progress should be transferred to the central server on a real time basis for monitoring purposes.
  - v. Coordinate and manage installation and operation of jammers for Wireless networking to be provided by NPC, if needed.
  - vi. Cyber security audit report
  - vii. Providing enough personnel for biometric data during the test
  - viii. Exams to be conducted on local LAN, data of test progress should be transferred to the central server on a real time basis for monitoring purposes.
  - ix. Write candidate's raw responses/data on external media within 48 hours
  - x. Invite objections through online management after conduct of the examination
  - xi. Demonstration of complete System Test Run (STR) with test data
  - xii. Demonstration Application server logs to capture all errors, warnings and exceptions.

- 9. For Skill Test comprising of Computer Typing Test and/or Stenography Test, mostly in English and/or Hindi or in multi-lingual, broadly the agency needs to understand and deliver, broadly, as under:
- (i) The typing test will be conducted on valid commercial licensed typing application which must be duly CERT-IN certified and duly calibrated software and the agency will be responsible for its authenticity, robustness and applicability and should submit undertaking along with a demo to NPC authorities as and when required by NPC.
- (ii) The entire process of Typing test shall have prior approval from NPC. The confidentiality integrity and availability of the whole Typing Test process shall be the liability and responsibility of the agency
- (iii) To generate admit cards of all the registered candidates along with intimation of examination details like Application ID, Job ID/Post Name, Venue, Date, Batch & Slot number, etc. to the candidates on their mobile number and email ID's.
- (iv) Verification of the admit cards with their original IDs and frisking of the candidates at the test centre, will be done by the agency.
- (v) Fully technically equipped computer lab/s with a capacity to conduct exam of at least 1500 candidates per day in batches of 100-150 candidates
- (vi) All the support of IT Engineers and Technicians will be provided by the agency at each Test Centre for entire duration of the Test/Exam.
- (vii) Compilation of responses in both Soft format and/or hardcopy printout with acknowledgement of the candidate countersigned by the Exam Superintendent & Invigilators for each Shift/Batch needs to be recorded;
- (viii) Evaluation of Responses, Scoring as per the prescribed assessment/evaluation criteria; and
- (ix) Preparation of Result, with due normalization, wherever necessitated, in consultation with NPC, and final submission of Merit Score List, category wise, post wise, etc.
- (x) Generation of all MIS Reports, in different formats, as and when required.
- (xi) Submission of all responses for RTI and Court matters, etc.

### **SECTION VI- ANNEXURES**

#### **ANNEXURE-I - FINANCIAL INFORMATION**

Financial Analysis: Details to be furnished duly **supported** by figures in Balance Sheet/ Profit & Loss Account for the last seven years certified by the Chartered Accountant (CA), as submitted by the Bidder to the Income-Tax Department (copies to be attached).

**Table-1: Total Turnover** 

S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21	(4) 2021- 22	(5) 2022- 23	(6) 2023- 24	(7) 2024- 25
i)	Gross Annual Turnover							
ii)	Profit/Loss							
iii)	Financial Position: a) Cash b) Current Assets c) Current Liabilities d) Working Capital(b-c) e) Current Ratio: Current Assets/Current Liabilities (b/c) f) Any other							

Table-2: Turnover from Computer Based Tests (CBT)/CPT Only

S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21	(4) 2021- 22	(5) 2022- 23	(6) 2023- 24	(7) 2024- 25
i)	Gross Annual Turnover							
ii)	Profit/Loss							

Table-3: Turnover from Offline OMR Based Tests & PBT Only

	1 45.0 01 1 4							, . O,
S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21	(4) 2021- 22	(5) 2022- 23	(6) 2023- 24	(7) 2024- 25
i)	Gross Annual Turnover							
ii)	Profit/Loss							

Table-4: Turnover from Skill & Stenography Tests Only

S. No.	Details	(1) 2018- 19	(2) 2019- 20	(3) 2020- 21	(4) 2021- 22	(5) 2022- 23	(6) 2023- 24	(7) 2024- 25
i)	Gross Annual Turnover							
ii)	Profit/Loss							

Please attach - Up to date Income Tax Clearance Certificate

- Audited Balance Sheet; Certificate of financial soundness from Bankers of Bidder on bank's Letterhead duly verified, signed and stamped.

Note: Attach additional sheets, if necessary.

## **ANNEXURE-II - DETAILS OF SIMILAR WORK EXECUTED**

## (ATTACH SEPARATE SHEET FOR ONLINE & OFFLINE, SKILL TESTS)

S	Name	Owner/	Total	Total	Date of	Actual	Litigation/	Name,	Remark
N0	of	Sponsoring	No. of	No. of	commenceme	Date of	Arbitration	Designatio	s
	work/	organizatio	Candidate	Shifts	nt as per contract	completio	pending in	n and	
	Project & Location	n	s Handled	taken for completio		n	progress with details	address/ telephone number of	
				n				officer to whom reference may be made	
1	2	3	4	5	6	7	8	9	10

# ANNEXURE-III DETAILS OF WORK UNDER EXECUTION OR AWARDED

(ATTACH SEPARATE SHEET FOR ONLINE & OFFLINE, SKILL TESTS)

	(AIIA)	H SEPAR	KATE SHE	EI FOR OI	NLINE &	OFFLINE	, SKILL		
S No.	Name of work/Project	Owner/ Sponsoring	Total No. of	Date of commencemen	Stipulated date of	Upto date percentage	Slow progress	Name, Designation	Remarks
	& Location	organization	Candidates to be handled	t as per contract	completion	progress of work	if any, and reasons thereof	and address/ telephone number of officer to whom reference may be made	
1	2	3	4	5	6	7	8	9	10

## ANNEXURE - IV - PERFORMANCE REPORT OF WORKS REFERRED IN **ANNEXURE II & III**

(Furnish this information for each individual work/project awarded by the Client organization for whom the work was executed for each type of Online & Offline Test)

1.	Name of Work/Project & Location :
2.	Owner or Sponsoring Organisation
3.	Address:
4.	Contact Person:
5.	Designation:
6.	Telephone No(s):
7.	E-mail :
8.	Agreement No.:
9.	Estimated Cost :
10.	Tendered Cost :
11.	(a) Date of Start
	(b) Stipulated date of completion:
	(c) Actual date of completion :
	Amount of compensation:
13.	Performance reports/assessment by clients (Supported by documentary evidence, if any)  (a) Quality of work - Excellent/ Very Good/ Good/Fair::
	(b) Resourcefulness - Excellent/ Very Good/ Good/Fair:
	(Signature and Seal of Owner or Sponsoring Organisation)
Date:	
Place:	

# **ANNEXURE - V - STRUCTURE OF THE ORGANIZATION**

1.	Nar	ne and address of bidder :
_	(a)	Telephone No
	(b)	Fax No
	(c)	Email addresses
2.	_	al Status (Attach copies of original document defining the legal status).
		An Individual/Consortium :
	(e)	A Trust/Society
	(r)	A Trust/Society:A Limited Company or Corporation:
	(g)	A cliffilled Company of Corporation
3.		ticulars of Registration with various Government bodies & Statutory Tax Authorities: (Attach attested photocopy)
	(a)	Registration Number:
	(b)	Organization/Place of registration:
	(c)	Date of validity :
4.		nes and titles of Directors & Officers with Designation to be concerned with this work with bignation of individuals authorized to act for the organization:
5.	mor	re you or your company ever required to suspend the work for a period of more than six ontinuously after you commenced the works? If so, give the name of the project and son for not completing the work.
6.		re you or your constituent partner(s) ever left the work awarded to you incomplete? If so, e name of the project and reason for not completing the work.
7.		re you or your constituent partner(s) been debarred/black listed for tendering in any anization at any time? If so, give details.
8.	Are	a of specialization and Interest :
9.	Hav	re you been blacklisted by any Organization? If Yes, Provide details thereof.
10	Indi	there any Criminal Complaint under Cr.PC registered or pending in any Police Station of a. If Yes, please provide the details with documentary evidence. (Any voluntary non-closure & concealment of fact shall lead to disqualification, if discovered, at later stage)

lat	ter stage)
	Any other information considered necessary but not included above.

# ANNEXURE – VI - DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE DEPLOYED FOR THIS WORK

### TABLE-1:

Category	Total number of regular employee	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative & Support				

#### TABLE-2:

S No	Designation	Total number of employees in the category	Number available for this work	Minimum Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remark
1	2	3	4	5	6	7	8

# ANNEXURE - VII - MARKING CRITERIA FOR TECHNICAL EVALUATION OF BIDS

Following Scoring Model will be followed for technical evaluation of the bids.

- > The Evaluation Scheme comprises of Part-A and Part-B.
- ➤ The Part-A Assessment contains the General Criterion to assess overall experience of the bidder, standing of the bid agency, financial position, manpower strength, Certifications and Infrastructure Capability. These evaluation parameters are applicable for all bidding agencies, and it carries a total score of 30 out of total 100 score.
- The Part-B Assessment comprises of (i) Online- CBT/CPT, (ii) Offline Exams/Test-OMR/PBT, and (iii) Skill Test-Typing & Stenography Test/Exam, each carrying a score of 70. Each of these components shall be evaluated for 70 marks and then the score for all the components shall be averaged out for 70 marks. However, for each component, the minimum qualifying score shall be 70%, i.e. 49 out of 70
- Accordingly, the final Technical Score (TS) shall be determined by addition of Part-A score and Part-B Score

It may be noted that the scoring is designed as per QCBS methodology and the Bidders scoring 70% or more scores as per above criteria will be considered technically qualified. Financial Bids of only such technically qualified bidders shall be further, opened.

PART-A: GENERAL (Common Assessment Criteria for all Bidder Agencies)=Total Score 30

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores			
1.	Overall Experienc on pan-India basis	e of Bidder for conduct of Online &	Offline Examinations	6			
1.1	Standing of the Bidder Agency	The bidder should be Operational in conduct of examinations in different	< 10 years	0			
		modes like CBT/CPT/ OMR / PBT/Typing & Stenography	=10 years and = 12 Years	3			
		Test/Exam during last 10 Years in India.	>12 years	6			
2.	Financial Position of the Bidder						
2 .1	Overall Turnover of the bidder	The bidder should have a minimum	< INR 75 Crores	0			
		average overall Annual Turnover of minimum INR 75 Crores in preceding seven financial years	= INR 75 Crores and = INR 100 Crores	4			
		[2018-19, 2019-20, 2020- 21, 2021- 22, 2022-23, 2023-24, 2024-25 (CA	> INR 100 Crores and = 150 crores	6			
		Certified)]. The Average of any best five years during afore-mentioned Financial Years shall be considered for the assessment of Financial standing of the Bidders. [Audited Balance Sheet and Certificate from registered CA to be attached]	> INR 150 Crores	8			

3.	Overall Manpower	on the Payrolls of Bidder		6
3.1	On-Roll Technical	The Bidder Firm should have a minimum of 100 nos. of trained	< 100 Employees	0
	Employees	and experienced Manpower on its	> 100 and = 150	4
		regular payroll. Out of this minimum	Employees	
		60 nos. of Manpower should be	> 150 Employees	6
		Technical Manpower handling the		
		Exam related activities and the		
		other 40 nos. may be in		
		Management, Admin. & Support		
		roles.		
4.	Bidder's Certificat			4
4.1	ISO Certifications		Certifications expired	0
		possessed), STQC. (Valid countersigned Certificate	Certifications	
		Copies to be submitted as Proof)	indicating Validity	2
		· ,	indicating validity	
4.2	CMMi Level	CMMi level Service/Development	CMMi Level 3	1
	(Organizati	(Valid countersigned Certificate		
	on)	Copies to be submitted as Proof)	CMMi Level 5	2
	Certificatio			
5.	n Bidder's Data Cen	tre/Infrastructure Capability		6
5.1	Primary Data	Bidder should have either owned or	Tier III Primary DC	
0.1	Center (DC)	hired Primary data Centre &	Infrastructure with	
	with	Secondary Data Centre (DC)	Secondary DC	
	Secondary	availability.	outsourced by the	4
	Data Centre	•	Bidder/Group of	
	(DC) Site	(A Certificate with details of Owned	Companies with Cert-	
	Management	& Hired Data Centres to be	in Certified	
	for Data	provided)	Infrastructure.	
	Security.		Tier IV Primary DC	
			Infrastructure with	
			Secondary DC	6
			owned/outsourced by	
			the Bidder/Group of	
			Companies with Cert-	
			in Certified	
			Infrastructure.	
	TOTAL SCORE (A	•		30
	(Common Assess	ment Criteria for all Bidder Agencies	s)	

## PART-B: SPECIFIC ASSESSMENT CRITERIA FOR ONLINE CBT/CPT EXAMS=Total Score 70

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Bidder's Financial Turnove	er from Online CBT/CPT Exams	/Tests in India	10
1.1	Turnover from Online/Computer Based Examination (CBT)/CPT	Average Annual Turnover in INR of at least INR 50 Crores in preceding seven (7) financial	< INR 50 Crore = 50 Crore and =	0
	Exams / Tests	years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23	INR 60 Crore  > INR 60 Crore and = INR 80 Crores	8
		Certified) from conduct of Online / Computer Based Examination (CBT)/CPT Exams / Tests. The Average of any best five years during afore-mentioned Financial Years shall be considered for the assessment of Financial standing of the Bidders. [Audited Balance Sheet and	> INR 80 Crore	10
2.	Bidder's Experience in cor	Certificate from registered CA to be attached] Iduction of Computer Based Te	est (CBT) in India	45
2.1	Number of Years of Work	Bidder should have minimum	< 5 years	0
2	Experience in Online /	work experience of five years	10 years	O
	Computer Based Test	(5) years in conduction of		
	(CBT)/CPT Exams / Tests	Computer Based Online CBT/CPT Exams at multiple	= 5 years and = 8 years	4
		locations on pan- India basis.  [Bidders to attach Work Experience Certificate / Assignment Closure Certificate / Work Orders issued by Client Organizations of previous five years.]	> 8 years	6
2.2	Delivery of Online/Computer	The bidder shall have satisfactorily conducted	< 5 Recruitment Exam/Test Projects	0
	based Examination of CBT/CPT	/ Test Projects and 5 Entrance Examinations / Test Projects	= 5 and = 8 Recruitment Exam/Test Projects	1
		for each in CBT and CPT type - for Government Department / Central PSUs / State PSUs /	> 8 Recruitment Exam/Test Projects	3
		State Govt. / Higher Educational Institutions/	< 5 Entrance Exam/ Test Projects	0

		Universities during last 5	= 5 and = 8 Entrance	1
		years with minimum 25,000 candidates scheduled in at	Exam/Test Projects	
		least 5 out of 10 such	> 8 Entrance Exam/ Test Projects	3
	umber of Candidates	Number of candidates for which	- ,	0
exa	peared in CBT/CPT at am Centres in a Single nift completed across	CBT/CPT exam was conducted in a Single Shift on pan-India basis.	From 25,001 to 50,000 Candidates	3
	India	[Bidder to attach the certified relevant Work Order / Project	From 50,001 to 1,00,000 Candidates	6
		Closure Certificate indicating the Exam and Candidate details]	> 1,00,000 Candidates	10
	nber of Locations on pan-India basis at	Bidder should have completed CBT/CPT	<= 20 Locations	0
-	Multiple Centres	Exam/Test in at least 20 locations on pan India basis	= 20 and = 30 Locations	5
		at multiple locations and centres at each location.	>30 Locations	10
	Number of Unique pers/Subjects/Disciplin	Bidder should have conducted in a single exam cycle having	< 5 QPs	0
es	s for Which CBT/CPT	minimum five (5) Unique	= 5 and = 10 QPs	3
	onducted at multiple locations and centres on pan-India basis	Question Papers (QP) (i.e. Different Subjects/Disciplines)	> 10 QPs	5
	o. of Certified Nodes	Bidder should have Minimum	< 25,000 Nodes	0
Ow	vned/Hired by Bidder for Conduct of	25,000 Nodes. Submit a certified copy of State/City	=25,001 to 50,000 Nodes	3

	Examination on pan India basis in Single Shift	Wise Capacity of Owned/Hired Certified Nodes	> 50,001 to 1,00,000 Nodes	5
	basis in Single Sinit	(available 24 X 7)	> 1,00,000 Nodes	8
3.	Exam Software System	Bidder shall have to submit an undertaking to the following effect that:	7 1,00,000 Nodes	5
		1. All software used to include Exam System Software should be 100% Safe, secured from any internal/external threats and should be able to curb any attempt to detect, log and prevent any network or any external or internal hardware including any unauthorized access from anyone and is strong enough to prevent any kind of manipulation.		
		2. The Software must have mechanism to assess the software integrity while randomization of Question Papers (QPs).		
		3. The Security of the Exam Centre Servers and HO Centralised Server should be unbreachable including the candidate's node, routers/switches used at the exam Centre.		
		4. There would be 100% sanitization for candidate's system and nodes including exam centre servers, during pre and post exam at each centre.		
		5. Bidder to ensure inventory of all hardware and software configurations of all nodes, servers, network switch/router to be used in conduct of the exam/test.		

4.	Approach & Methodology	The scores for Approach &	10
		Methodology shall be	
		awarded by the Evaluation	
		Committee based on the	
		Presentation and Capability	
		demonstration made by the	
		Bidder.	
		TOTAL SCORE (B)	70
		ONLINE CBT TEST/EXAM	

# PART-B: SPECIFIC ASSESSMENT CRITERIA FOR OFFLINE- OMR & PBT DESCRIPTIVE EXAMS =Total Score 70

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Bidder's Financial Turnov in India	ver from Offline OMR & PBT Descriptive	e Exams / Tests	10
1.1	Turnover from Offline	Average Annual Turnover in INR of at	< INR 4 Crores	0
	OMR & Pen Paper Based Descriptive (PBT) Exams / Tests	least <b>INR 4 Crores</b> in preceding seven (7) financial years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25 (CA Certified) from conduct of	= INR 4 Crores and = INR 8 Crores	5
		Offline OMR & Pen Paper Based Descriptive (PBT) Exams / Tests. The Average of any best five years during afore-mentioned Financial Years shall be considered for the assessment of Financial standing of the Bidders. [Audited Balance Sheet and Certificate from registered CA to be attached]	> INR 8 Crores	10
2.	Bidder's Experience in co Tests in India	enduction of Offline OMR & PBT Descri	ptive Exams /	45
2.1	Number of Years of Work Experience in	Bidder should have minimum work experience of five (5) years in	< 5 years	0
	Offline OMR & PBT	conduction of Offline OMR & PBT	= 5 years and = 8 years	3
	Descriptive Exams / Tests	Exams/Tests on pan- India basis at multiple locations.  Bidders to attach Work Experience Certificate /Assignment Closure Certificate/Work Orders issued by Client Organizations of previous five years.	> 8 years	6
2.2	Delivery of Offline OMR	The bidder shall have satisfactorily	< 4	0
	& PBT Descriptive	conducted minimum 4 Recruitment	Recruitment	
	Exams / Tests	Exam / Test projects and 4 Entrance	Exam / Test	

Examinations / Test Projects in Offline Mode(OMR/PBT) for Government Department / Central PSUs / State = 4 to 6	
1	
	1
l l l l l l l l l l l l l l l l l l l	
PSUs / State Govt. / Higher Exam / Test	
Educational Institutions/ Universities  Projects	
during last 5 years with minimum	3
25,000 candidates scheduled in at Recruitment	
least 4 out of 8 such exams/test	
projects (If the Client is same and	
different Flojects/Fosts flave been	0
undertaken for that client, it will be	
counted as different client). The	
activities shall include Offline	1
application, Admit card Generation,	
Content Creation, Venue/ Exam	
Centre booking, invigilators and	
Centre Superintendent other	3
manpower allocation, Conduct of	
Exam, Result & Ment List	
preparation/declaration, validation &	
Final result and Merit List Processing	
2.3 Number of Candidates Number of candidates for which Offline <= 25,000	0
appeared in Offline OMR OMR & PBT Exams/Test was From 25,001	3
& PBT Exams/Test at scheduled in a single Exam Project in 50,000	
exam Centres in a Single   a single Shift on pan- India basis.   Candidates	
Shift completed across From 50,001	o   6
India 1,00,000	
India 1,00,000 Candidates	
India 1,00,000 Candidates >1,00,000	10
India 1,00,000 Candidates >1,00,000 Candidates	10
India  1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates	10 as 0
India  India  1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates  > 1,00,000 Candidates  > 1,00,000 Candidates  > 2.4 Number of Locations on pan-India basis at Conduct of Exams / Tests in at least > 50 and = 10	10 as 0
India  In	10 as 0 0 5
2.4 Number of Locations on pan-India basis at Multiple locations and    India	10 as 0 0 5
India  India  India  1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >2.5 Number of Locations conduct of Exams / Tests in at least 50 locations pan India basis at multiple locations and Centres.  India  1,00,000 Candidates  >2.5 Location > 50 and = 10 Locations > 100 Locations	10 ss 0 0 5 ss 10 0
India  India  India  1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >2,100,000 Candidates  candidates conduct of Exams / Tests in at least 50 and = 10 Locations >50 and = 10 Locations >100 Location >100 Location >5 and = 10 Subjects / Disciplines Single exam cycle having minimum 5 and = 10	10 ss 0 5 ss 10
India  In	10 ss 0 0 5 ss 10 0
India  India  1,00,000 Candidates >1,00,000 Candidates Candidates <= 50 Location >50 and = 10 Locations Toucklipher of Unique Papers / Subjects / Disciplines for Which Offline OMR & five (5) Unique Question Papers (QP)	10 as 0 0 5 as 10 0 3
India  India  1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >2.5 Number of Locations on pan-India basis at Multiple locations and Centres  India  Bidder should have completed conduct of Exams / Tests in at least pan India basis at multiple locations pan India basis at multiple locations and Centres.  India  1,00,000 Candidates  >50 Location >50 and = 10 Locations >100 Locations	10 as 0 0 5 as 10 0 3
India  India  India  1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  <  <  <	10 as 0 0 5 as 10 0 3
India  India  India  India  I,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  <	10 as 0 0 5 as 10 0 3
India  India  India  India  I,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  >1,00,000 Candidates  <	10 as 0 0 5 as 10 0 3
India  India  1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates >1,00,000 Candidates candidates conduct of Exams / Tests in at least 50 locations pan India basis at multiple locations and Centres. India  Ind	10 as 0 0 5 as 10 0 3
India  In	10 as 0 0 5 as 10 0 3
India  In	10 as 0 0 5 as 10 0 3 5
India  In	10 ss 0 0 5 ss 10 0 3 5 5
India  In	10 as 0 0 5 as 10 0 3 5

	on pan-India basis at	materials, viz.,	> 1,00,000	8
	Exam / Test Venue	Table/Chairs/Toilets/Entrance,	Seats	
		Security, etc. on pan-India basis		
		venue wise.		
3.	Online Application System for Offline OMR	Bidder shall have to submit an undertaking to the following effect		5
	& PBT Exams/Tests, Roll	that:		
	No. & Centre Generation,			
	Result Processing	be 100% Safe, Secure from any		
		internal/external threats and should		
		be able to curb any attempt to		
		detect, log and prevent any		
		network or any external or internal		
		hardware including any		
		unauthorized access from anyone		
		and is strong enough to prevent		
		any kind of manipulation.		
		3. The Security of HO Centralised		
		Server should be unbreachable.		
		4. To ensure all software, systems,		
		servers used are glitch free,		
		sanitized and free from any		
		malware attacks at any stage, i.e.		
		online application stage, Admit		
		card generation stage, QP &		
		Answer Key (content) stage,		
		Attendance Record stage, scoring		
		& Result processing stage, etc.		
		5. Absolute integrity, confidentiality		
		and secrecy shall be maintained and no voluntary disclosure		
		and no voluntary disclosure pertaining to examination, etc. shall		
		be made at any stage by the		
		Bidders or representatives of the		
		Agency, without explicit permission		
		of the Bidding Agency		
4.	Approach & Methodology			10
	[	Methodology shall be awarded by the		.0
		Committee based on the Presentation		
		and Capability demonstration made		
		by the Bidder.		
		TOTAL SCORE (B)		
	OFFI INF M	IODE OMD 9 DET DESCRIPTIVE EVA	RA	70
	UFFLINE M	<u> IODE - OMR &amp; PBT DESCRIPTIVE EXA</u>	IVI	

# PART-B: SPECIFIC ASSESSMENT CRITERIA FOR SKILL TEST- COMPUTER TYPING & STENOGRAPHY TEST/EXAMS = Total Score 70

S. No.	Criteria	Technical Criteria	Parameters & Scale	Scores
1.	Bidder's Financial Turnov Tests in India	er from Computer Typing & Ste	nography Exams /	15
1.1	Turnover from Computer Typing & Stenography	Average Annual Turnover in INR of at least <b>INR 3 Crores</b> in	< INR 25 Lakh	0
	Exams /Tests	Exams /Tests preceding seven (7) financial years (2018-19, 2019-20, 2020-	incial   >= INR 25 Lakh upto INR 50 Lakh	5
		21, 2021-22, 2022-23, 2023-24, 2024-25 (CA Certified) from conduct of Computer Typing	>= INR 50 Lakh upto INR 1 Crore	10
		Test & Stenography Exams / Tests. The Average of any best five years during afore- mentioned Financial Years shall be considered for the assessment of Financial standing of the Bidders. [Audited Balance Sheet and Certificate from registered CA to be attached]		15
2.	Bidder's Experience in co Tests in India	nduction of Skill Test- Typing 8	Stenography Exams /	40
2.1	Work Experience in	Bidder should have minimum work experience of three (3)	< 3 years	0
	Typing & Stenography Exams / Tests	years in conduction of Computer Typing Test & Stenography Exams/Tests on	>= 3 years upto 6 years	4
		pan- India basis at multiple locations and at multiple centres.  Bidders to attach Work Experience Certificate /Assignment Closure Certificate/Work Orders issued by Client Organizations of previous five years.	> 6 years	8

2.2	Delivery of Typing Test	The bidder shall have	Typing Test	
	& Stenography Exams /	satisfactorily conducted	< 4 Test Projects	0
	Tests	minimum 4 Typing Exam / Test projects for Government	>= 4 to 6 Test Projects	4
		Department / Central PSUs / State PSUs / State Govt. /	> 6 Test Projects	8
		Higher Educational	Stenography Test	
		Institutions/ Universities during	< 4 Test Projects	0
		last 5 years with minimum	> - 4 to C Took Discipate	4
		2000 candidates scheduled in	>= 4 to 6 Test Projects	4
		at least 4 out of 8 such	> 6 Test Projects	8
		exams/test projects (if the Client is same and different		
		Projects/Posts have been		
		undertaken for that client, it will		
		be counted as different client).		
2.3	Number of Candidates	Number of candidates for which	<=200 candidates	0
	appeared in Typing Test	Typing & Stenography	>200 and = 500	2
	& Stenography	Exams/Test was scheduled in a	candidates	4
	Exams/Test at exam	single Exam Project in a single	From 501 to 2,000 Candidates	4
	Centres in a Single Shift completed across India	Shift on pan- India basis.		
	completed across mula		> 2,000 Candidates	8
2.4	Number of Locations	Bidder should have completed	<= 5 Locations	0
	on pan-India basis at	conduct of Exams / Tests in at		
	Multiple locations and	least 5 locations pan India	> 5 to 10 Locations	4
	Centres	basis at multiple locations and Centres.	> 10 Locations	8
3.	Approach & Methodology		7 TO EGGGGGGG	15
J.	Approach & Methodology	Methodology shall be awarded		15
		by the Committee based on the		
		Presentation and Capability		
		demonstration made by the		
		Bidder.		
		TOTAL COORE (D)		
		TOTAL SCORE (B)		70
	SKILL TEST-COM	PUTER TYPING & STENOGRAF	PHY EXAM/TEST	. •

### ANNEXURE - VIII- Price Bid- Item Rate BoQ

Validate	Print	Help
----------	-------	------

Tender/RfP Inviting Authority: NATIONAL PRODUCTIVITY COUNCIL

Name of Work: REQUEST FOR PROPOSAL (RfP) FOR ENGAGEMENT OF AN AGENCY TO PROVIDE END TO END RECRUITMENT & EXAMINATION SUPPORT SERVICES PURELY ON RATE CONTRACT BASIS FOR CONDUCTING "COMPUTER BASED TEST (CBT), COMPUTER PROFICIENCY TEST (CPT), PEN-PAPER DESCRIPTIVE TEST (PBT), OMR BASED MCQ TEST AND SKILL TEST-COMPUTER TYPING & STENOGRAPHY TEST" ON PAN INDIA BASIS FOR DIFFERENT CLIENT ORGANIZATIONS OF NATIONAL PRODUCTIVITY COUNCIL

Contract No: NPC/HQ/HRM/T2/RECRT/2025-26

Bidder Name :	

#### PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

This Price BoQ is indicative, evaluation of L1 will be as per RFP

NUMBER#	TEXT #	NUMBER#	TEXT #	NUMBE R#	NUMBER	NUMBER#	NUMBER #	TEXT #
<b>S</b> I. <b>No</b> .	Item Description	Quantity	Units	Year 1  Rate per Unit (without taxes) in Rs.  To be entered by the Bidder	Tax in % on Unit Rate  Only Tax %age to be entered by the Bidder	Cost (with taxes) in Rs.	Cost (without taxes) in Rs.	Total Cost (without taxes) in Rs. In words
1	2	3	4	5	6	7	8	9
1	Conduct of Online Computer Based Test Exal Proficiency Test (CPT) as per Scope of Work		mputer					
1.01	Upto 2,000 Nos. of Candidates (Minimum guarantee of 500 nos. candidates)	1.00	Nos			0	0.00	INR Zero Only
1.02	2,001 to 10,000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero only
1.03	10,001 to 50,000 Nos. of Candidates	1.00	Nos			0	0.00	INR Zero Only

Quoted Rate in Words		INR Zero Only					•
Total in Figures					0.	00	INR Zero Only
3.04	> 2,000 Candidates	1.00	Nos		0 0.	00	INR Zero Only
3.03	From 501 to 2,000 Candidates	1.00	Nos		0 0.	00	INR Zero Only
3.02	>200 and = 500 candidates	1.00	Nos		0 0.	00	INR Zero Only
3.01	<=200 candidates (No minimum guarantee)	1.00	Nos		0 0.	00	INR Zero Only
3	Conduct of Skill Test-Computer Typing & Ste Scope of Work		nation as per				
2.05	For 1,00,001 and above candidates	1.00	Nos		0 0.	00	INR Zero Only
2.04	50,001 to 1,00,000 Nos. of Candidates	1.00	Nos		0 0.	00	INR Zero Only
2.03	10,001 to 50,000 Nos. of Candidates	1.00	Nos		0 0.	00	INR Zero Only
2.02	2,001 to 10,000 Nos. of Candidates	1.00	Nos		0 0.	00	INR Zero Only
2.01	Upto 2,000 Nos. of Candidates (Minimum guarantee of 500 nos. candidates)	1.00	Nos		0 0.	00	INR Zero Only
2	Conduct of Offline OMR Based/CBT Examin	pe of Work					
1.05	1,00,001 and above candidates	1.00	Nos		0 0.	00	INR Zero Only
1.04	50,001 to 1,00,000 Nos. of Candidates	1.00	Nos		0 0.	00	INR Zero Only

# NOTE: THE AVERAGE OF THE RATES QUOTED FOR ALL THE ABOVE-MENTIONED CATEGORIES OF EXAMS SHALL BE CONSIDERED TO DETERMINE THE TOTAL FINANCIAL SCORE (FS) BY A BIDDER.

#### ANNEXURE – IX - TENDER ACCEPTANCE LETTER

Data:

(To be given on Company/Agency Letter Head)

	Dutc.
Го,	
Sub: Acceptance of T	erms & Conditions of Tender.
	Tender Reference No.:
Name of Tender / Wor	'k:
Dear Sir,	
·	
	ded / obtained the tender document(s) for the above mentioned the web site(s)namely:

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like

as per your advertisement, given in the above-mentioned website(s).

- annexure(s), schedule(s), etc.,), which form part of the contract agreement, and I/We shall abide hereby by the terms / conditions / clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organization has also been taken into consideration, while submitting this acceptance letter.
- **4.** I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
- **5.** I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/University/Board, etc.
- 6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully, (Signature of the Bidder, with Official Seal)

#### ANNEXURE- X: NON-DISCLOSURE AGREEMENT FORMAT

This Agreemen	t made on this -	day of		- (the " <b>Effectiv</b>	e Date")
BETWE	EN:				
registere Ministry	onal Productive d under the Social of Commerce d office at Proceedings,	ieties Registrati and Industry,	tion Act 1860, a Government	n autonomous of India and	body under having its
AND					
` ,			•		
	ter referred to,				ely, as the
Backgr	ound:				

- i. The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning "TO PROVIDE RECRUITMENT EXAMINATION SUPPORT TO NPC IN CONDUCTING "COMPUTER PROFICIENCY TEST (CRT) COMPUTER PROFICIENCY TEST (CRT) COMPUTER
  - BASED TEST (CBT), COMPYER PROFICIENCY TEST (CPT), OMR ANSWER SHEET BASED TEST, PBT-PEN & PAPER BASED DESCRIPTIVE TEST, SKILL TEST-COMPUTER TYPING & STENOGRAPHY TEST" (the "Project").
- ii. The Parties may, in these evaluations, discussions and negotiations, disclose to each other, information that is technically and /or commercially confidential.
- iii. The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and, on the terms, and conditions of this Agreement.

#### Now it is agreed as follows:

#### 1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 "Disclosing Party" means the Party disclosing Confidential Information to the other Party under this Agreement.
- 1.2 "Receiving Party" means the Party receiving Confidential Information from the other Party under this Agreement.

- 1.3 "Confidential Information" means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under this Agreement.
- 1.3.1 Such Confidential Information shall also include but shall not be limited to:
  - 1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
  - 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
  - 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
  - 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2 Such Confidential Information shall not include any information which:
  - 1.3.2.1 is, at the time of disclosure, publicly known; or
  - 1.3.2.2 becomes known at later date publicly, available otherwise tantamount to a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
  - 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
  - 1.3.2.4 is legitimately obtained at any time by the Receiving Party from a third party without restrictions in respect of disclosure or use; or
  - 1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.
- 1.4 "**Purpose**" means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the **Background** section.
- **1.5** "Affiliate" means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.

1.6 "Contemplated Agreement" means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

#### 2.0 Non-Disclosure of Confidential Information:

- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.
- 2.3 The Receiving Party understands and agrees that:
- 2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;
- 2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.
- 2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

#### 3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

#### 4.0 Permitted Disclosure of Confidential Information:

- 4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.
- 4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.
- 4.3 The Receiving Party may disclose Confidential Information to its consultants, contractors, sub-contractors, agents or similar persons and entities having a need to receive

such information to carry out the Purpose on the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consents, the Receiving Party agrees that such individuals are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.4 Notwithstanding Clause 2.1, the Receiving Party shall not be prevented from disclosing Confidential Information, where (i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement or (ii) such disclosure is otherwise required by law, provided that the Receiving Party, to the extent possible, has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information in connection with such disclosure.

#### 5.0 Copying and Return of Furnished Instruments:

- 5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.
- 5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.
- 5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

#### **6.0 Non-Disclosure of Negotiations:**

Except as provided in Clause 4, each Party agrees that it will not, without the other Party's prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

#### 7.0 Term and Termination:

- 7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- 7.2 This Agreement shall remain in force for one (1) year from the Effective Date or till the submission of Merit List, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.
- 7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of one

(1) year from the date of disclosure of Confidential Information or till the submission of Merit List.

7.4 'Either Party may terminate this Agreement with a prior notice of 30 (thirty) days to the other Party'

#### 8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

#### 9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

#### 10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

#### 11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

#### 12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Delhi, India.

#### 13.0 General:

13.1 Upon 15 days' written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.

13.2 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including "Logo") or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.

13.3 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of	For and on behalf of
National Productivity Council	
Sign:	Sign:
Name:	Name:
Title:	Title:

## **ANNEXURE- XI: CONTRACT PERFORMANCE BANK GUARANTEE**

# Contract Performance Bank Guarantee (To be executed on non-judicial stamp paper as per the Indian Stamp Act)

Date:	
Contract Name and No. :	
То:	
WHEREAS (hereinafter "the Agency") has undertaken, pursuant to Contract No dated, dated, to take up the assignment Engagement of Firm to Undertaking "Proposal From Reputed National Level Agencies / Organisations "For Rate Contract with Agency to provide recruitment & examination support to NPC in conducting "Computer Based Test (CBT), Computer Proficiency Test (CPT), OMR Answer Sheet based MCQ Test, Pen & Paper based Descriptive Test (PBT), Skill Test-Computer Typing Test & Stenography Test" for NATIONAL PRODUCTIVITY COUNCIL (hereinafter "the Contract").	
AND WHEREAS it has been stipulated by you in the afore mentioned Contract that the Agershall furnish you with a securityissued by a reputa guarantor for the sum specified therein as security for compliance with the Agence performance obligations in accordance with the Contract.	ble
AND WHEREAS the undersignedlegally domiciled ir, hereinafter "the Guaranto	١ ",
, nereinafter "the Guaranto have agreed to give the Agency  a security:	r"),
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behal the Agency, up to a total of and we undertaked pay you, upon your first written demand declaring the Agency to be in default under Contract, without cavil or argument, any sum or sums within the limits of aforesaid, without your needing to prove or to show grounds or reasons for your demand the sum specified therein. The guarantee can be presented by National Productive Council at any of our branches at New Delhi who will pay the claim amount to Natio Productivity Council, immediately.	the to as as a to a
The Guarantor also agrees that National Productivity Council at its option shall be entitled enforce this Guarantee against the Guarantor as a principal debtor, without proceeding against the Bidder and notwithstanding any security or other guarantee National Productivity County have in relation to the Bidder's liabilities.	nst
Provided that the liability of the Guarantor under this Guarantee shall not exceed the samount of Rs. (/ - / Indian RupeesOnly) exclusive of interpayable on the amount demanded in the notice till the date of payment to National Production Council and interest thereon. Any disputes concerning or under this Guarantee shall subject to the jurisdiction of courts located in <b>NEW DELHI</b> only.	est vity

This	security is v	alid until tl	ne		day of			
Nam	e <u> </u>				In	the	capacity	of
for	and	on	behalf	of	 Duly a	uthorized	to sign the	Signed security Date
					nstanding	anything	contained	
abov	e.							
i.		•		arantee shall				only.
ii.	The Bank	k Guarante	ee shall be va	alid up to			only.	
iii.	the guara this Bank Delhi a w on or bef	anteed ame Guarante ritten clain	ount dependi e only and o n or demand oth	lame & Addreing on the filir nly if you servand received erwise banks	ng of claim /e upon u: I by us or	n and any s or our lo by Local E	part thereof cal Bank at Branch at Ne	under New ew Delhi
For_				(	indicate tl	ne name o	f the Bank)	
N.B.:	:							
i. ii. iii. iv. v. vi.	Amount of Validity per Signature of Name & ad	of the Lett the Bank ( riod or date of the Cons Idresses of Guarantee	er of Award / Guarantee : F e up to which stituent Autho f the Witness	Contract: Rs the Contract ority of the Ba ses with signa epted only aft	is valid: nk with se ture:		ion from the	
In th	e presence (	of Witness						
1. Na	ame & Addre	ess						
2. 1	lame & Add	ress						

# **ANNEXURE-XII: CONTRACT FORM**

### CONTRACT

THIS AGREEMENT made this day of between National Productivity
Council (hereinafter referred to as "the Purchaser") which expression shall unless repugnan
to the context or meaning thereof mean and be deemed to include its authorized
representatives and permitted assigns of the FIRST PART andhaving its Office at
(hereinafter referred to as "the Vendor") which expression shall unless excluded by or
repugnant to the context, includes their Heirs, Executors, Administrators and Lega
Representatives of the SECOND PART.
WHEREAS Purchaser is desirous of entering into a contract forwith the Vendor
and has accepted to pay to the Vendor the contract amount for provisioning of those goods
& related Services as per applicable slabs (Hereinafter referred to as "the Contract Value").
AND WHEREAS the Vendor has agreed to provide Goods and Services as listed in Bid
Document No, as per the rate(s) given in the table below mentioned hereinafter.
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of
this Agreement viz:
A. Bid Document Noregardingincluding
(i) RFP as per document
(ii) Scope of Work as per RFP document
(iii) General Conditions of Contract and other terms as per RFP
(iv) Bid Documents Submitted by Bidder
(v) Letter Of Award (LOA).
(vi) Acceptance of LoA
(vii) Signed Non-Disclosure Agreement
(viii) Contract Performance Bank Guarantee
D. Clarifications issued by the Dynahasan and acceptable days
B. Clarifications issued by the Purchaser and successful bidder.
C. Pre-Qualification, Technical and Commercial proposals submitted by the Vendor.
D. Order Nodatedplaced on the Vendor.
E. Acceptances of the order vide Nodatedby the Vendor.

- 3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
- 4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

	ed and delivered for & on	Signed, sealed and delivered for and or behalf of the Director General, National Productivity Council				
Signature		Signature				
Name		Name				
Designation		Designation				
Address		Address				
Date		Date				
Place :	New Delhi	Place	New Delhi			
In the presen	ce of:	In the presence	of:			
Signature		Signature				
Name		Name				
Designation		Designation _				
Date		Date				
Place :	New Delhi	Place	New Delhi			

#### ANNEXURE - XIII-INSTRUCTIONS FOR BID-SUBMISSION

Tender documents may be downloaded from NPC website: <a href="www.npcindia.gov.in">www.npcindia.gov.in</a> (for reference only) and Central Public Procurement Portal (ePublishing), i.e. on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>

The bidders are required to submit hard print copies of their bids. The instructions given below are meant to assist the bidders in preparing and submitting their bids in accordance with the requirements.

More information useful for submitting online bids on the CPP Portal may be obtained at Central Public Procurement Portal (ePublishing), i.e. on <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a>

#### **SEARCHING FOR TENDER DOCUMENTS**

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters may include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents/tenders schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### PREPARATION OF BIDS

- Bidders should take well into account, any Addendum/Notice/Corrigendum published in reference to this RfP/Tender document before submitting their bids.
- 2) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, i.e. the TECHNICAL BID COVER and the FINANCIAL BID COVER the number of documents-including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule as per formats.

#### SUBMISSION OF BIDS

- 1) Bidders should submit their entire bid documents complete in all respects in offline mode at the address mentioned in the Bid Document, i.e. on or before the bid submission time. Bidder will be solely responsible for any delay and no further correspondence for the delay shall be entertained by the bid issuing authority.
- 2) The bidder shall have to submit the signed and stamped bid documents as indicated in the tender document.
- 3) Bidder shall have to indicate the payment option to pay the tender fee/EMD as applicable and enter complete details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of the bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details during bid submission time. Otherwise the bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and **NO OTHER FORMAT** is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be neatly typed out and filled by all the bidders. Bidders are required to type the BoQ sheet and complete with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should submit it, without changing it. If the BoQ sheet is found to be modified by the bidder, the bid will be rejected forthright.
- 6) The bid closing date and time in bid document and the receipt at the address will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this date and time during bid submission.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.