

## Tender

## For

## Conduct and Processing for Various Computer Based Examinations of the All India Institute of Medical Sciences, Raipur

NIT Issue Date:	23.06.2020
NIT No.:	Admn/Tender/ACE/2020-AIIMS.RPR
Bid Start Date	24.06.2020
Last Date of Submission:	06.07.2020 upto 5.00 pm
Bid Opening Date	08.07.2020 at 3.30 pm

All India Institute of Medical Sciences, Raipur

Tatibandh, Raipur, email: <u>ace@aiimsraipur.edu.in</u> <u>www.aiimsraipur.edu.in</u>

## **Disclaimer**

This Tender is not an offer by the All India Institute of Medical Sciences, Raipur but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences with the vendor/bidder.

## <u>CONTENTS</u>

No.	Particular	Page No.
1	About AIIMS	4
2	Purpose Of This Tender	4
3	Eligibility Criteria / Pre-Requisite	4-7
4	Bidding Process	7
5	Bid Documents	8
6	Cost Of Bidding	8
7	Clarification Of Bid Documents	8
8	Amendment Of Bid Documents	8
9	Submission Of Offers	8-11
10	Period of Contract	11
11	Price Quotation	11
12	Value Of Contract	11
13	Security Deposit / Emd	12
14	Acceptance Of Offer	12
15	Scoring Model	12-13
16	Evaluation Process – Technical Evaluation	14
17	Financial Evaluation	14
18	Evaluation And Comparison Of Bids	14-15
19	Final Evaluation Criteria – Quality And Cost Based Selection (QCBS)	15
20	Award Of Contract	15
21	Standard Of Performance	15
22	Intellectual Property Rights	16
23	Applicable Law	16
24	Governing Law And Choice Of Forum:	16
25	Performance Security	16-17
26	Payment Terms	17
27	Governing Language	17
28	Consortium	17
29	Penalty Clause / Liquidated Damage	18
30	Prices	18
31	Subcontracts	18
32	Delays In The Bidder's Performance	18-19
33	Termination For Default	19
34	Termination For Convenience	20
35	Termination For Insolvency	20
36	Suspension	20
37	Confidentiality	20-21
38	Force Majeure	21
39	Resolution Of Disputes	21-22
40	Legal Jurisdiction	22
41	Local Conditions	22
42	Responsibilities Of The Bidder	22-23
43	Other Works	23
44	Interpretation	23
45	Annexure-I Scope Of Work	24-33
46.	Technical Bid (Form I-VIII)	34-44
46	Undertaking	45
47	Price Bid ( Form Ix )	46
	Definitions & Interpretations	47

## 1. About AIIMS

AIIMS Raipur is one of the SIX NEW AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining selfsufficiency in graduate and postgraduate medical education. These institutions have been established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences in Raipur which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

## 2. Purpose of this Tender

This Tender establishes the fundamental requirements for conducting Computer Based Test for recruitment to various Group A/B/C posts and admission to Paramedical courses (other than MBBS and BSc(Nursing) in All India Institute of Medical Sciences (AIIMS), Raipur and other AIIMS as may be required, by entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of AIIMS. The System shall mainly comprise the following activities:-

- i. Application Designing for receiving application forms and online fees.
- ii. Generation / Download of Admit cards
- iii. Preparation of Centers / Venues for Computer Based Examinations.
- iv. Preparation of adequate number of Question Paper sets of appropriate standards as per the guidelines and requirement of AIIMS Raipur
- v. Setting-up of Help desk from the date of notification to 10 days beyond publication of result.
- vi. Conduct computer based examinations.
- vii. Preparation/Compilation of result
- viii. MIS/Customized Report Generation.

<u>Scope of work in detail is annexed as **ANNEXURE-I.** The successful bidder will have to carry out all the activities as mentioned in the Scope of work, however, AIIMS Raipur reserves the right to give work order only for the activities given at (i) and (ii) above to the successful bidder for any examination as may be decided by it..</u>

## 3. Eligibility Criteria / Pre-requisite

a) The bidder should be a company/ firm registered (minimum 5 years old) in India and the registered agency should be operating in India for a minimum of five years with an objective of offering relevant IT Solutions and Services that are the subject matter of this tender.

- b) The Bidder should have a minimum annual turnover of at least Rs. 10 Crores in each year for last three years operation from conduct of computer based examinations. The balance sheet/audited report for the last three financial years should be submitted (2017-18, 2018 -19,2019-2020).
- c) The bidder should have at least 100 or more regular technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration etc. shall be submitted.
- d) The bidder must have valid ISO 9001, ISO 27001, ISO 20000 and STQC certification for Software testing, Information Security and IT Service Management
- e) The bidder shall be single point of contact with AIIMS and shall be solely responsible for the execution and delivery of the work. No Consortium of companies is allowed. The Service Provider will provide examination delivery software.
- f) The bidder should have conducted at least 3 computer based examinations of at least 50,000 candidates each during the last last 3 years i.e. FY 2017-18, 2018 -19,2019-2020 for Central Government Departments or their Autonomous bodies or PSUs/ Exam conducting authority.
- g) Atleast 2 such examinations conducted during the last 3 years should be of atleast 25000 candidates in a single shift.
- h) The documentary evidence confirming satisfactory performance along with number of candidates examined, must be enclosed on the clients letterhead..
- i) The bidder should own / have on lease both primary Data Centre with Secondary Data Centre site for data security. Both the Data centers should be located in India in different seismic zones. The data center must be tier III and ISO 27001 certified Data Centre as per the Government of India guidelines. The infrastructure of the bidder must be Cert-in-certified. Data centre on lease can also be permitted subject to the condition that the data centre is having the above mentioned certification. Documentary evidence along with copy of agreement between bidder & data centre to be provided.
- j) The bidder should have successfully developed and administered Question papers having atleast 10000 questions (in total) for Govt. departments/PSUs/Autonomous Bodies/Exam. Conducting bodies. The bidder must provide self-certificate in this regard.
- k) The bidder must have experience in developing question banks for Computer Based Examinations held in multiple shifts.

- The bidder must have atleast 15-20 subject experts on their panel to develop Multiple Choice Questions. The bidder must provide self-certificate.
- m) The Service Provider shall ensure the maximum security of processes, infrastructure, servers, networks etc. as per the plan drawn in consultation with AIIMS.
- n) The bidder should have provisions of 256 bits encryption for data transfer and the system to decrypt the data at examination center.
- o) The bidder must have own source code or copyright/license of application software for deployment and commercial use for other organizations.
- p) The bidder firm would be summarily rejected in case of any conditional bid offering.
- q) Self-certification mentioning that the system is full proof and there has been no infiltration in the system in last one year.
- r) The security of the examination software should be certified from 'Cert-In' empanelled vendor.
- s) Must be able to conduct online examination in multidisciplinary / multiple subjects as well.
- t) All activities relating to Question Banks/Question papers would be primarily carried out ensuring complete security and confidentiality by the bidder as per requirement of AIIMS.
- u) The bidder should have sufficient number of Technical and Administrative employees on its pay roll for the proper execution of the contract. The bidder should submit list of the employees stating clearly how these would be involved in this work.
- v) The Bidder should be registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
- w) The Bidder should have infrastructure in all the major cities with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- x) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- y) The agency should not have been blacklisted by Central / State Government departments / undertakings.
- z) The bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a

maximum response time of one hour. During the conduct of examination, the response time should not be more than 30 min.

- aa) The bidder should not be providing same services of Conduct and Processing of Computer
   Based Examination (CBE) to any Central Govt. / State Govt. /PSU etc. at lower rates as
   quoted in Financial Bid. Bidder has to submit an affidavit for the same.
- bb) Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - i) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - ii) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - iii) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
  - iv) If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

## 4. Bidding Process

Name of Work	Conduct and Processing of Various Computer Based Examinations of the All India Institute of Medical Sciences, Raipur		
NIT Issue Date	23062020		
Bid Start Date	24-06-2020		
Tender Fees	Tender Fees: Rs. 5,000/- (Rupees Five Thousand Only)		
Earnest Money Rs.	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)		
Sealed bids will be received up to (Date and time)	06-07-2020 till 05:00 PM		
Technical Bid will be opened on (Date and time)	08-07-2020 at 03:30 PM		
Place of bid submission and opening	All India Institute of Medical Sciences, Raipur		

## 5. BID DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Document or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidders risk and shall result in rejection of the bid.

## 6. COST OF BIDDING

The bidder/lead bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by AIIMS, Raipur to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. AIIMS Raipur will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## 7. CLARIFICATION REGARDING BID DOCUMENTS

This tender is being refloated due to technical/administrative reasons. Pre-bid meeting on the earlier tender published on 26.5.2020 was held on 5.6.2020 and corrigendum was also issued on 16.6.2020. The corrigendum has been incorporated in this tender notice. Hence the process of obtaining clarification and pre-bid meeting is already over.

## 8. AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, AIIMS, Raipur may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.

The amendments shall be notified in AIIMS, Raipur website and these amendments will be binding on them. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by AIIMS, Raipur will be applicable to all bidders in case of any discrepancies. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, AIIMS, Raipur may, at its discretion, extend the deadline for the submission of bids suitably.

## 9. SUBMISSION OF OFFERS

The Vender shall submit their proposal in two parts:

- a. Technical Proposal
- b. Financial Proposal

- a. The tender is a "Two Bid' document. The technical proposal should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial proposal should contain only price Bid Form - IX. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- b. 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 particular query is not applicable, 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.

- c. The Tenders should be computer generated but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should be recorded 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 agency's letter head.
- d. Bidders must keep their offer open for a minimum period of 180 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- e. Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The AIIMS may also independently seek information regarding the performance from the clients.
- f. The bidder is advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the Institute calls for it.
- g. Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, AIIMS reserves the right to reject such a tender at any stage.

- h. All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- i. Even though agency may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc.
- j. The tender document has to be downloaded from Institute's website (www.aiimsraipur.edu.in) and be submitted along with Tender Fees of Rs. 5,000/-(Rupees Five Thousand Only) inclusive of GST, in the form of demand draft only. The DD should be drawn in favour of AIIMS, Raipur. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. Tender fee is non-refundable. The technical and financial documents should be kept separately in sealed envelopes and both the envelopes should be kept in one envelope super-scribing Conduct and Processing for Various Computer Based Examinations of the AII India Institute of Medical Sciences, Raipur so as to reach Store Officer, AIIMS, Raipur before the last date of receipt of tender. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in clause (3) in presence of bidders who may like to be present.

k. Offers should be sent by Registered/Speed post with date/ Postmark so as to reach us before closing date. The sealed bid may also be dropped in Tender box of the Institute.

I. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of AIIMS. Such offers will not be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.

- m. The payment shall be made by AIIMS Raipur in Indian Rupees and shall be paid only after successful completion of work without errors and delays. No advance payment shall be made and the successful bidder has to 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-run etc.. In case the bidder fails to execute the contract, The AIIMS Raipur shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- n. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding though consortium is not allowed.

o. The Director, AIIMS Raipur reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, AIIMS shall be final. The work can be awarded to one or more agencies if need arises.

## 10. Period of Contract

The contract will be initially for two (2) years extendable by one (1) year at the discretion of competent authority from the date of signing of agreement.

## 11. Price Quotation

The bidder shall indicate the prices/rates as specified in the quotation format given in the end of this document.

- a. The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the AIIMS, Raipur.
- b. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- c. In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- d. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

## 12. Value of Contract

The value of contract depends on the number of vacancies advertised during the period of contract and the number of applications received. However, based on the past experience, the total value of the contract will be approximately Rs. 2.5 Crore (Rupees Two crore fifty lakhs only). This is only an estimated value and the value of contract may increase or decrease depending on the number of examinations and number of applicants.

## 13. Security Deposit / EMD

The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 25,00,000/- (Rupees Twenty five lacs only ) by way of demand draft or Bank Guarantee only. The demand drafts shall be drawn in favour of "AIIMS, Raipur" and payable at Raipur. Bank Guarantee must be en-cashable at Raipur. The demand drafts or Bank Guarantee for Earnest Money Deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be retained as Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.

The tenders without EMD (except those having exemption from depositing EMD) shall be summarily rejected.

- a. Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender, as the case may be.
- b. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

## 14. Acceptance of offer

AIIMS reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

Sr No	Criteria	Score (max.100)			
1.1	1.1 Technical Capability				
1.1.1	Legal Structure				
	Partnership /Proprietary	1			
	Private Limited	3			
	Public Limited	5			
1.1.2	CMMi level in <mark>Services</mark>	15			
	ISO 27001	5			
	CMMi level 3 with ISO 27001	10			
	CMMi level 5 with ISO 27001	15			
	Overall IT staff strength ( Project Management/ Development/ Quality Assurance				
1.1.3	/Implementation/ Operations)	5			
	>=100- 250	2			
	>250-500	3			
	>500	5			

## 15. Scoring Model

1.2	Financial Capability	10	
	Average annual turnover from similar nature service for the period 2017-18,		
	2018-2019, 2019-2020 :		
1.2.1	<10 Crore INR	2	
	10 – 30 Crore INR	5	
	>30 Crore INR	10	
1.3	Specific Capability / Experience of the Bidder relevant to the assignment (SC)		
	No. of Assignments in computer based examination (with more than 50,000		
1.3.1	candidates) completed in India in last three year (as on date of bid	10	
	submission)		
	< 3 assignments	Not eligible	
	3 - 5 assignments	2	
	6 – 10 assignments	5	
	> 10 assignments	01 marks	
		for every additional	
		assignment	
		over 10	
		subject to	
		maximum	
		of 10 marks	
1.3.2	No of cities covered in a single project in India in last three year (as on date of	10	
1.0.2	bid submission)	10	
	< 10 cities	2	
	10 – 50 cities	5	
	>50 cities	10	
1.3.2	Infrastructure Capability in India (either owned or leased) in India (Proof to be		
1.0.2	submitted)- No. of seats per shift	10	
	<10,000	2	
	10,000 – 50,000	5	
	>50,000	10	
1.3.3	Primary Data Centre with Secondary DC to be owned or leased by the bidder	20	
	for data security		
	Both Tier III DC and Secondary DC leased by the bidder	5	
	Tier III DC <b>owned</b> by the bidder with Secondary DC <b>leased</b> by the bidder	10	
	Both Tier III DC infrastructure and Secondary DC <b>owned</b> by the bidder with Cert-in	15	
	Certified infrastructure	10	
		20	
		-	
2	Approach and Methodology	15	
2.1	Presentation & Demonstration	15	
	The marks for Approach and Methodology will be given by the Committee based on		
	the presentation made by the bidder on the same and shall be in the range of zero to		
	100% depending on the extent of meeting the corresponding requirements. Weightage		
	will be given for innovative use of technology in preventing impersonation, content		
	creation etc.		
	Tier IV DC infrastructure <b>owned or leased</b> with Secondary DC <b>owned or leased</b> by the bidder with Cert-in Certified infrastructure	20 <b>15</b>	

## 16. Evaluation Process

#### **Technical Evaluation**

- a. Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- b. The Evaluation Committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for AIIMS Raipur. However, the Committee shall have sole discretion to call for discussion/presentation.
- c. The bidder should propose a solution for the optional items shown in the financial bid of the Tender Documents as per suitable process. The solution quality of the optional items would also be considered for evaluating the technical bid.
- d. Technical bid will be assigned a maximum 100 points. Bidders with technical score of 60 and above will be eligible for the opening of financial bid.

## Financial Evaluation

a. The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

b. The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. AIIMS Raipur shall inform the date, place and time for opening of the Financial Bid.

## 17. Evaluation and Comparison of Bids

60 % weightage will be awarded for Technical Evaluation and 40% weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

The commercial scores would be normalized on a scale of 100, with lowest score being

normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

## Final Evaluation Criteria - Quality and Cost based selection (QCBS)

The individual Bidder's commercial scores (CS) are normalized as per the formula below:

Fn= Fmin/Fb \* 100 (rounded off to 2 decimal places) Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

Absolute financial quote will be calculated as per the method given in form IX. -Price Bid

Composite Score (S) = Ts \* 0.6 + Fn \* 0.4

## 18. Award of contract

a) The Bidder with the highest Composite Score(S) would be awarded the contract.

b) Successful bidder will have to enter into an agreement with AIIMS Raipur.

## **19.** Standard of performance

- i) The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS. The Bidder shall always support and safeguard the legitimate interests of the AIIMS, in any dealings with the third party.
- ii) The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- iii) The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Examination Application Software before installation will be subjected to 'Quality Assurance Test' prescribed by the AIIMS.
- iv) The security of the examination software should be certified from 'Cert-In' empanelled vendor.
- v) The vender/bidder shall be liable to pay to the AIIMS for any financial losses by way of some of system and process failure.

## 20. Intellectual Property Rights

- i) No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- ii) The Bidder shall certify that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project. The bidder shall be solely liable for any dispute in this regard.

## 21. Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India

## 22. Governing Law and Choice of Forum:

- i) The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Raipur.
- ii) Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. AIIMS will NOT be a party to the same.

## 23. Performance Security

i) The Bid Security (EMD) deposited by the successful bidder shall be compulsorily converted in to the Performance security deposit, which will be held by AIIMS Raipur till the completion of contract period

ii) The amount of Performance Security Deposit will be normally 10% of the total contract value. In case the total amount paid to the bidder for work done under the contract exceed the contract value, the bidder shall permit AIIMS Raipur, at the time of making any further payment to him for work done under the contract, to deduct such sum in addition to the sum already deposited as Security Deposit, an amount to the tune of 10% of running bills/final bill.

iii) The proceeds of the performance security shall be payable to the AIIMS as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty as may be taken by AIIMS for failure to fulfill the terms and conditions of contract.

iv) The Bidder has to deposit this security in the form of Demand Draft from a nationalized bank drawn in favour of AIIMS Raipur / Bank Guarantee of a Nationalized Bank which is valid for the entire period of contract in favor of the AIIMS.

v) The Performance Security will be discharged by the AIIMS and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

vi) In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

vii) No interest will be paid to the successful bidder on Security deposit.

## 24. Payment Terms

The payment will be made in Indian Rupees only. The mode of payment shall be as follows, subject to submission of pre-receipt invoice/bills in duplicate after the successful completion of each examination as per the accepted rate in the contract :-

- i) Bidder shall raise the invoice after successful completion of exam on the basis of number of exam sessions/slot scheduled.
- ii) AIIMS Raipur will endeavor to release 75% of the invoice amount within 30 days of receipt of invoice/bills after successful conduct of examination and handing over of complete data and documents to the satisfaction of AIIMS Raipur.
- iii) An amount to the tune of 10% of running bills/final bill may be deducted as Performance Security if necessitated as per clause 23 of this tender document.
- iv) Payment of the remaining invoice amount would be released after analysis of data, rectification of discrepancies, if any, by the bidder and declaration of result by AIIMS Raipur.
- v) Payment shall be made subject to deductions of TDS, if any.

## 25. Governing Language

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

## 26. Consortium

No consortium will be entertained by AIIMS. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with AIIMS or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

## 27. Penalty Clause / Liquidated Damage

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of AIIMS, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the AIIMS, to account for the delay.

If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The AIIMS may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

For every re-examination to be conducted at any center/venue due to any reason attributable to the bidder, an amount upto total admissible in respect of that center/venue will be deducted from the payments due to the agency. The cost of re-examination at each center will be borne by the agency.

If the service providing agency fails to provide adequate and proper seating arrangments/basic amenities/ventilation facilities required numbers of invigilators and other manpower in labs as well as other facilities as mentioned in the tender document at Centre/s etc,, penalty will be liable to be imposed on the basis of feedback received from the Faculty/Inspecting Officers of AIIMS deployed at Centre and it may be up to 10% of quoting rates (per candidate rate) for each deficiency.

## 28. Prices

The prices quoted for the items/services shall under no condition change during the period of agreement.

## 29. Subcontracts

The Bidder shall not subcontract the awarded contract or part thereof without written consent of the AIIMS, Raipur.

## 30. Delays in the Bidder's Performance

Conduct of the examination as per timeline is the main aspect of the work. Services shall be provided by Bidder in accordance with the mutually agreed time schedule in the agreement and as notified from time to time by the Examination/Recruitment Section, AIIMS Raipur to the bidder and will become the forming part of the Contract Agreement.

performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the AIIMS Raipur in writing the fact of the delay, its likely duration and its cause(s). The AIIMS Raipur will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the AIIMS Raipur on its own.

Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

## 31. Termination for Default

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

- The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- The quality of the delivery of various tasks is not up to the satisfaction of the AIIMS.
- The defaulting party fails to perform any other obligation under the agreement.

In the event of the AIIMS Raipur terminating the contract in whole or in part, the AIIMS Raipur may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the AIIMS Raipur for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.

The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to AIIMS Raipur for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination. The payment shall be made by AIIMS Raipur for all the services rendered by Bidder till such date of termination.

In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.

In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

## 32. Termination for convenience

AIIMS Raipur, by written notice of at least 30 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the AIIMS's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.

The AIIMS shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices.

For the remaining items/services, the AIIMS may elect:

- To have any portion completed and delivered at the contract terms and prices; and /or
- To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

## 33. Termination for Insolvency

Either party may at any time terminate the contract by giving notice to the other party, if the one party becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the AIIMS.

## 34. Suspension

AIIMS Raipur may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

AIIMS Raipur may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

## 35. Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the AIIMS's

business or operations without the prior consent of the AIIMS.

AIIMS Raipur also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of AIIMS in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (Subject to provisions of the law of the land).

## 36. Force Majeure

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the AIIMS, regarding Force Majeure shall be final and binding on the Bidder.

If a Force Majeure situation arises, the Bidder shall promptly notify to the AIIMS in writing, of such conditions and the cause thereof. Unless otherwise directed by the AIIMS in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Either party may, terminate this agreement by giving a written notice of a minimum 15 days to the other party, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days. All the payments for services rendered till such date termination shall be made by AIIMS.

## 37. Resolution of Disputes

The AIIMS and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract. If, after 20 days from the commencement of such informal negotiations, the AIIMS and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be

referred for resolution to the formal mechanism In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and the AIIMS shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the AIIMS or the Bidder to interfere in or prevent normal functioning of the Project. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996.

## 38. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Chhattisgarh (India) only.

## **39.** Local Conditions

The Bidder shall inspect the cities/sites of operation and shall satisfy himself of the cities/site conditions and availability of required resources and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

## 40. Responsibilities of the Bidder

The bidder shall be responsible for the successful conduct and processing of computer based examination (Computer Based Test) as per mutually agreed between both the parties in the agreement. The detailed scope of work and responsibilities for the selected Service Provider are discussed in various sections/annexures of this document. In addition to these roles and responsibilities, the responsibilities of the selected Service Provider will also include but will not be limited to the following:

- a) Procure and Implement the Infrastructure (Software and Hardware) for the project as per specified requirements
- b) Design, test and deploy software at venues of the examination
- c) Setup requisite infrastructure at the venues of examination
- d) Should be able to carry/ demonstrate complete System Test Run (STR) with test data to the AIIMS Raipur before implementation. The agency should also be able to demonstrate click by click audit trail for any type of enquiry.
- e) Provide training to individuals/staff/support staff and Government officials as required
- f) Configure the solution to facilitate access to the software from all the identified locations / users
- g) Provide necessary software and IT infrastructure maintenance support
- h) Work in close coordination with AIIMS Raipur, and other stakeholders for this project; and provide reports as required by AIIMS Raipur.

- i) Carry out the activities as indicated in the contract agreement and submit all the mentioned deliverables within the stipulated time-frame
- j) Ensure that the timelines are strictly adhered to, and ensure resolution within timelines set out by the AIIIMS Raipur.
- k) Ensure compliance with the project SLAs
- Implement a version control tool to record each and every version of the software release, as well as ensure that all security measures are in place to secure the data, code or functionality
- m) Ensure that no personal/private information relating to candidates is shared with any unauthorised entity.
- n) Ensure maintaining sanctity of the examination at all cost. This includes
- o) Confidentiality of Question sets
- p) Subject matter experts
- q) Gate management and security and safety at exam venues
- r) Outsourcing of activities
- s) Security related to data of candidates & venues
- t) Software, hardware, network and other support infrastructure

## 41. Other works

The bidder shall be responsible for providing any data or information relating to examinations as may be required by the Examination Section, AIIMS Raipur for various purposes like RTI queries, Court cases, Parliament questions, Press notices etc.

## 42. Interpretation

In these Terms & Conditions:

- References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- The headings are inserted for convenience and are to be ignored for the purposes of construction.
- Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- In case of any inconsistency between this tender and the Bid made to AIIMS, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, the decision of AIIMS shall be final & binding on the Bidder/ Bidders.

## **ANNEXURE-I**

## SCOPE OF WORK

Scope of work is related to Conduct and Processing of Computer Based Test for recruitment to various Group A/B/C posts and admission to Paramedical courses (other than MBBS and BSc(Nursing) in All India Institute of Medical Sciences (AIIMS), Raipur and other AIIMS as may be required. The system shall mainly comprise the following activities:

- Calling online applications
- Online Receipt of application fees from candidates and its remittance to AIIMS Raipur
- Setting up of help desk from date of notification of examination up till 10 days after the examination.
- Preparation of centres for Computer based exam ensuring proper infrastructure and other facilities.
- Preparation of adequate number of Question paper sets of appropriate standard as per guidelines and requirement of AIIMS, Raipur
- Setting up of facilitation counters in each Centre for assisting the candidates to report and rectify errors in their admit card and issue of duplicate admit card if the candidate could not download the same due to any reason.
- Conducting Computer Based Examination
- Providing the database and PDF applications of applicants
- Preparation/compilation of Result and providing the same in duly signed Hardcopy as well as softcoy.
- MIS/customized report generation- monthly report of the online fees received and transferred to AIIMS Raipur account.
- Providing required data for RTI/Court case matters.

## 1. <u>Scheme of Examination:</u>

(a) Computer Based Examination (CBE) using Intranet/ (LAN) – in major cities of Chhattisgarh, MP and major metros, if required.

- (b) Questions will be of MCQ type.
- (c) Duration of examination will be: varying between one to three hours. The examination could be held in more than one shifts.
- (d) Medium of examination will be English or Hindi or both depending on the category of Exams.

## 2. <u>Deliverables</u>

The deliverable of the project is the successful Conduct and processing of various examinations of the Institute in online mode (Computer Based Test).

The bidder will be responsible for setup and maintenance of command center at Examination Section, AIIMS Raipur with adequate and technically qualified manpower to successfully execute and monitor the following main categories of deliverables as given below:

PRE EXAMINATION WORK
PREPARATION OF QUESTION SET
CONDUCT OF ONLINE EXAMINATION
POST EXAMINATION WORK

## 3. PRE EXAMINATION WORK

- i) The Service Provider should design the application for candidates to register themselves for the online examination after payment of requisite fees either online or offline. The software system/web portal so designed for registration/filling of application forms should have necessary checks related to age limits, category, age relaxations etc. as per the conditions of recruitment to a particular post as may be specified by AIIMS Raipur
- ii) The candidate should be able to download and take the print of successfully filled applications.
- iii) The Service Provider should make the provision for downloading of admit card.
- iv) Designing the online examination plan and examination process under consultation with Examination Section for:
  - a. Selection and booking of online Examination Centers / Venues.
  - b. Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc.)
  - c. Candidate handling & identification process at Examination Centre.
  - d. Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used at Examination Centers.
  - e. Other related processes involved for conducting AIIMS online exams as required by the Examination Section.
- v) To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- vi) To provide specifications for Hardware and Software required at all stages of the AIIMS online exams at online Examination Centers and for Devices and systems to be used for authentication and audit trail mechanisms required for AIIMS online exams.
- vii) To provide consultancy, training and manpower support to handle the entire AIIMS online exams project at the Examination Section.
- viii) To provide training/ manpower for generation of encrypted confidential data (Question paper) that will be used for test delivery across various centers.in case the question paper is provided by AIIMS Raipur for any examination.
- ix) To provide Computer Based Examination (CBE) delivery software as per customization of AIIMS, Raipur
- x) To identify and book the required number of secured Test Centers in various cities as per requirement of Examination Section, AIIMS after receiving intimation regarding city locations and approximate number of candidates and provide details of the venue viz consent of the Venue in-

charge, capacity per shift, details of the contact person etc. in writing within a month along with details of the facilities offered at each of center.

- It may also be required to schedule exams for multiple posts on same day with in the common/ shared examination facilities/test centres, when expected number of applications for these posts is not very large.
- xii) The time schedule for conducting the examinations shall be finalized by AIIMS Raipur based on the number of applications received.
- xiii) The location of examination centers/ venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centers must be accessible by differently abled candidates.
- xiv) While providing computers and relevant software with necessary security systems, the bidder shall keep in view the requirements of differently able candidates.
- xv) Each exam center should be of minimum capacity of 100+20% buffer i.e. minimum 120 systems for each online examination slot/session (in exceptional circumstances it may vary).
- xvi) At each examination center there should be sufficient no. of additional switches that can be used at the time of emergency.
- xvii) To ensure that Test Centre has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of AIIMS online exams.
- xviii) To ensure 3 tier Electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for atleast 4 hours at each Test Centre.
- xix) The Service Provider shall ensure that Test Centers have the following facilities:-
  - Basic facilities for comfortable seating of the candidates
  - Necessary physical & Network security arrangements at the test centre.
  - Test Center shall have easy accessibility for candidates. Centre in satellite city other than the mentioned test center shall be created with due approval from AIIMS, Raipur Nearest landmark shall be mentioned in the address of the centre.
  - Test center shall have good basic amenities like: Clean toilets for male and female candidates.; Clean Drinking water in the premises closely accessible to each room; a person can also be arranged to serve the water to candidates.
  - AC/Fans, proper lighting and proper ventilation in each room.
  - CCTV facility in each lab, registration counter & entrance of exam centre.-
  - Special provisions will be made for the physically challenged candidates, to avoid any inconvenience to them. At least one centre at each city should be PH friendly i.e. centre should have located at ground floor with proper ramp facility etc.
  - Arrangement is to be made in a separate room for the physically challenged candidates using services and escort/help as per Govt provisions in such cases.
  - xx) To carry out periodic audit at Test Centers for :
    - a. Hardware Processor Speed, RAM, Network and internet connectivity, Key Boards etc.

- b. Software Operating System, Screen resolution, bandwidth for internet and LAN connectivity, Browser compatibility.
- c. Working conditions of UPS and Generator.
- d. Adequate ventilation.
- xxi) To ensure suitable drinking water and separate toilet facilities for both Boys and Girls and cleanliness, at each floor of examination center.
- xxii) To ensure availability of proper security, frisking at the examination centers
- xxiii) To provide facility of mock test for candidates through website and any support required in this regard is to be provided through call center at least 15 days before the scheduled date of examination.
- xxiv) The Bidder shall provide help to candidates through a call center (telephone/email) from 9:00 AM to 06:00 PM on working days ensuring service quality.
- xxv) Setting up of facilitation counters in each Centre for assisting the candidates to report and rectify errors in their admit card and issue of duplicate admit card if the candidate could not download the same due to any reason.
- xxvi) To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall logged in through dummy roll numbers and report shall be submitted to the Examination Section.
- xxvii) To provide Hardware and Software required to setup AIIMS Command Center for Monitoring, Administration and Control of all activities at all stages during Online Exam.
- xxviii) The various blocks of Exam center to be used for online examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries.
- xxix) The backup server should be properly configured to ensure the redundancy in case the primary server fails.
- xxx) The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
- xxxi) To prepare the content for the examination based on the syllabus and scheme of examination shared by AIIMS, Raipur.
- xxxii) The bidder should have sufficient number of Subject Matter Experts (SMEs) for content creation. If required, the bidder should identify the required SMEs prior to the contract signing.
- xxxiii) To ensure complete security of the content created by the bidder.

### 4. <u>QUESTION SET</u>

The Service provider must ensure a robust mechanism for preparation of questions and a secure mechanism for the transmission of the same to the computer nodes during examination. The Service provider shall adhere to the following:

- a) Ensure to maintain highest standard of confidentiality in creation, processing, maintenance, storage, encryption and administration of question set,
- b) Ensure that the question items are not directly taken from question papers of any other examinations during last two years or from any guide books available in the market/internet.
- c) Arrange for creation of items with the help of dedicated panel of subject experts
- d) Ensure second level of validation of items created by panel of subject experts
- e) Questions would be created topic-wise and subsequently the same would be clubbed
- f) Difficulty level of items would be assigned by one panel of subject experts and the same would be validated by another panel of subject experts
- g) Pool of questions will be created topic-wise/subject-wise with proper tagging of difficulty level of each question item
- h) Complete set of question papers would be generated from the pool of questions through a computerised programme just before downloading the question paper for the examination
- i) Ensure that the question papers have similar difficulty level across various sets of question papers for one examination
- j) If translation of question items is required, translation work will be done through a dedicated panel of experts. Same meaning and sense of question is retained in the translated version as in the original language.
- k) Ensure proof-reading of each question.
- I) Questions must be randomized
- m) Sample set of question paper must be submitted to AIIMS Raipur at least 15 days prior to the conduct of the Mock Test at the first venue
- n) Questions shall be available only 30 minutes prior to examination.
- o) Questions shall not be available earlier than 30 minutes
- p) Question set shall transmit from Central Server to Local server, or Local server to Candidates Terminal only after best encryption (as on date of examination. As on date it is at least 128 bit encryption).
- q) Questions shall not travel any path without encryptions.
- r) Perfection of question should be of the highest level. In extreme cases, a maximum of 2 wrong questions in any given set of 100 questions in a shift will be allowed.
- s) Encryption shall have "ZERO HUMAN INTERVENTION".

## 5. CONDUCT OF ONLINE EXAMINATION

The Service Provider will prepare Standard Operating Procedure for conduct of examination in consultation with AIIMS Raipur. The SOP will include all the activities mentioned herein along with the duties of the IT/Invigilation/Housekeeping/Security staff, instructions relating to candidate handling and identification of candidates at entry point, frisking, biometric registration, exception handling reports, CCTV etc. The Service Provider will ensure that the whole examination process is completed as per the SOP and prior approval of AIIMS Raipur should be taken in case any deviation from the SOP is necessitated.

## A. <u>NON-IT REQUIREMENTS</u>

Minimum manpower deployment at each examination center will be as under :-

Each Exam Centre of capacity of 200 systems excluding buffer should have the following personnel's to be deployed by the agency

Test Centre Administrator	1 (One for each center)			
IT Manager	1 for 200 candidates 1 for 200 candidates			
Centre Coordinator (to manage entry/exit/biometric registration of candidates)				
Biometric Registration Staff	2 for 200 candidates			
	2 per 24 candidates and			
Invigilators	01 reliever for every 6 invigilators			
Support Staff	2 per 100 candidates			
Security Guards	2 per 100 candidates			
Electrician	1 (One for each center)			
Peons	2 per 100 candidates			

- **Note:** (a) Above staff should be increased proportionately on the basis of candidates allotted to that center.
  - (b) All the staff engaged in any capacity with the conduct of the online examination shall give an undertaking that neither he/she nor his/her relatives are appearing in the examination.
  - (c) The Service Provider will ensure that the invigilators are at least 21 years of age, with prior experience of invigilation. Invigilators will be regularly shuffled among labs/venues.
  - (d) Security Staff: Security within the venue is the sole responsibility of the service provider. Security Staff must be engaged from Registered Professional Security Agencies. The Security staff so deployed at venues must be empanelled with the security agency and

shall comply with the dress code, display identity cards, adhere to discipline, and show professional conduct while frisking and other security related activities. The guard at entry point shall frisk the candidates (separate for male & female) with Hand held metal detector devices.

#### B SOFTWARE APPLICATON REQUIREMENT

The following is the minimum essential requirement and the service provider may include such advanced technological features so as to enhance the security of the software application.

- The Conduct of examination would be multidisciplinary / multiple subject/ multilingual as per scheme of examination. Hence the test delivery system should able to handle this aspect of multidisciplinary / multiple subjects/ multilingual very well.
- ii) To host the exam and manage the test delivery process through intranet based solution at Examination Centers, the computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- iii) To arrange frisking of candidates at examination center by hand held metal detector as well as by hand, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of the AIIMS.
- iv) To complete registration process of the candidates before start of examination (digital photo, biometric finger print etc.) and after that allow candidates to appear for test at Examination Centers.
   To arrange/provide adequate displays and required instructions/ information to the Candidates appearing for test at Online Examination Centers.
- v) To collect signature, thumb impressions and take statements in the handwriting of the candidates on the Admit Card from respective candidates and on the Attendance sheet.
- vi) Question papers with Bilingual display on screen will have to be provided as per the requirement of AIIMS Raipur.
- vii) Dates: All functionality must properly display and transmit date data in DDMMYYYY format.
- viii) <u>Test Engine</u>: Test engine must support the following functionalities apart from other functions. The system must have capability :
  - a) to shuffle questions
  - b) to shuffle answer options
  - c) to display images of different formats along with the text on the same screen
  - d) to ensure high-clarity and complete image within the display area along with the respective question in the same screen
  - e) to enable candidates to navigate between questions within the stipulated time
  - f) to show the candidates' credentials including text and images
  - g) to present questions and answer options in a randomized way in such a manner that every candidate gets a different version of randomized question set

- ix) The examination software must capture candidate's data & information real-time while taking the examination.
- x) The system must automatically stop when the time limit is over. However, in the event of any break/delay/interruption during the examination, such time of break/delay/interruption shall be compensated accordingly by the system to ensure that every candidate gets the full allocated duration of time.
- xi) The software must not store any response of the candidate at computer node. Software must have the capability to synchronize the responses in the real time with the local server at venue.
  - xii) The software must be able to generate various reports for analysis such as score report, sectionwise score report, feedback report, question paper report, summary report of candidate's performance etc., as may be required by AIIMS Raipur
- xiii) At the completion of the examination, the software must generate the Candidate's log trail of examination. The data must be made available to the AIIMS Raipur.
- xiv) The software must upload the candidates' examination responses directly to the Data Centre in the encrypted form.
  - xv) To provide softcopy of candidates response sheets at the end of the test as per requirement of AIIMS, Raipur.
  - xvi) While the examination is ongoing, access to all possible web resources must be blocked from the computer node of the candidate as well as any other computer peripherals. Similarly, functions like 'Copy–Paste, Cut-Paste, screen capture' shall be disabled.
  - xvii) Login must be "CAPTCHA" enabled.
  - xviii) The Examination software must be capable of hard closing the running applications and disabling all the ports along with the keyboard on the candidate's computer node.
  - xix) While keyboard ports are disabled, only SCREEN-BASED-KEYBOARD (virtual keyboard) with randomized keys shall be available for login only.
  - xx) To provide blank paper sheet/s for rough work and ball point pen to the candidates as per requirement.
  - xxi) To send post examination confidential data of examination as per instruction of Examination Section, AIIMS.
  - xxii) Contingency plan for Student management/Shifting in case of any emergency.

### 6. POST EXAMINATION WORK

#### i) <u>Self-review by candidates</u>

(a) Service Provider must ensure to expose the master question set of each shift in in a form that can be uploaded on the website.

(b) The candidates who had appeared in the examination would be given a link by the AIIMS RAIPUR to challenge questions/ tentative answer keys.

(c) The master set of question will be visible to candidates for a limited period of time as decided by AIIMS Raipur

(d) The challenges on the Questions/Answer keys will be given to the Service Provider for processing the challenges.

#### ii) <u>Preparation of final scores</u>

(a) Service Provide will finalise the answer keys within 5 days of the receipt of the challenges and provide the same to AIIMS Raipur

(b) For arriving at the final scores of the candidates, an approved normalisation formula will be applied on the raw scores in case the examination is conducted in multiple shifts/days.

(c) Service provider will provide the scores of the candidates within 5 days of the finalisation of answer key.

#### iii) <u>Bio-metric information</u>

Service provider will collect biometric information from each candidate appearing for examination, in the form of (i) Thumb impression (ii) Photograph. This information must be transferred to the AIIMS Raipur as "PDF file" and as "digital data".

- a) Biometric information collected from candidates, supervisors, invigilators or any other official entrant related to the exam, shall conform to the security guidelines, interoperability and procedures as defined in the "E-GOV Standards" Manual of Government of India.
- b) Biometric information shall be transferred to AIIMS Raipur within the time stipulated by the Institute after completion of any given examination.
- c) On successful upload, the biometric information must be erased/removed from service providers system/storage.
- d) Biometric information collected at venue must be erased after a period defined in consultation with the AIIMS Raipur and a certificate to this effect must be furnished to AIIMS Raipur.
- e) Service provider shall provide a mechanism to AIIMS Raipur to access data related to biometric, photograph of candidates, to enable AIIMS Raipur to generate PDFs as required for individual candidates or a group of candidates or for specific venue.
- f) In all subsequent stages of examinations, biometric data of candidates, captured in any previous

tiers/stage of examination will be verified by the Service provider conducting subsequent examinations.

## iv) <u>Documentation:</u>

In addition to the bio-metric information as mentioned in previous paragraph, immediately after the conducting the examination, the service provider shall also provide complete application forms of all candidates in PDF format along with other documents/reports as mentioned in the SOP. The Service Provider must ensure that complete documentation of the Project is provided within 07 days of the conduct of examination.

## v) <u>CCTV footages</u>

The Service Provider is required to provide the CCTV footage of the examination process in all the venues to AIIMS Raipur either through a external hard drives/DVDs or by providing access to the storage servers, and also keep a copy of the same securely till one year after the completion of that examination. No additional charges will be paid for this purpose.

## vi) <u>Audit Trail</u>

The software solution being provided must have the capability of generating complete audit trail of all the transactions from entry till exit of candidates and logs. These should be accessible to authorized persons only. The Service provider shall provide the audit trails as and when sought by AIIMS Raipur for which no additional charges will be paid.

vii) Any other incidental activitie(s) not specifically mentioned herein but which may be considered necessary for ensuring smooth conduct of examination.

## TECHNICAL BID

- Technical information as desired in prescribed format under Form I to Form VIII.
- The Price/Financial bid as per Form IX shall be sealed separately in an envelope as shall be in accordance with terms in tender document.
- Physical Infrastructure such as availability of test centers, technology, hardware, software etc. as desired under Scope of work
- Duly signed copies of Quality and Security certifications.
- EMD/Security deposit. A copy of bid document with all pages signed and stamped at the bottom by the bidders' authorized signatory.
- Envelopes must be sealed and super-scribed as required.

Note: Please Refer Form-II Checklist.

## **QUOTATION FORMATS**

The following forms are required to be used for submission of bid -

Form I	:	Bid Form		
Form II	:	Checklist		
Form III	:	Particulars and qualifications of the bidders.		
Form IV	<ul> <li>Duly authenticated list of full time Technical and Administrative Personnel to be employed for the work.</li> </ul>			
Form V	:	Details of Similar completed works during last 3 years.		
Form VI	:	Details of work under execution or awarded.		
Form VII	:	List of Satisfactory Performance report from clients		
Form VIII	:	Undertaking (on Rs.10 Non Judicial stamp duly notarized)		
Form IX	:	Price Bid (in separate sealed envelope)		

## Form I: Bid Form

Reference No.:	
FILE NO.	

The Director, All India Institute of Medical Sciences, Raipur

Sir,

I/ We hereby submit our tender for Computer Based Examinations: Conduct and Processing for Various Examination of the All India Institute of Medical Sciences, Raipur.

I / We have enclosed the earnest money deposit in the shape of demand draft of Rs.25,00,000/-(Rupees Twenty five lakhs only) (Refundable) in the name of AIIMS Raipur, payable at Raipur, Demand Draft No.\_\_\_\_\_\_Issued from Bank \_\_\_\_\_\_.

We hereby agree to all the terms and conditions, stipulated by the AIIMS Raipur, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my earnest money deposit may be forfeited and our / my name may be removed from the list of service providers / suppliers at the AIIMS, Raipur.

I/We agree to abide by this bid for a period of 180 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES, GST ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES, GST AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully.

Signature of the Authorized Signatory of Bidder Full Address

WITNESS \_\_\_\_\_ WITNESS

AIIMS Raipur

## Form II: Checklist

	-	-
EMD		Rs. 25,00,000/- (Rs. Twenty Five Lakhs only)
Tender fees	:	Rs. 5,000/- (Rupees Five Thousand Only) inclusive of GST.
Form I	:	Bid Form
Form II	:	Checklist
Form III	:	Particulars and qualifications of the bidders.
		Duly authenticated list of full time Technical and Administrative Personnel to
Form IV	:	be employed for the work.
Form V	:	Details of Similar completed works during last 3 years.
Form VI	:	Details of work under execution or awarded.
Form VII	:	List of Satisfactory Performance report from clients

Please ensure that your offer contains the following documents:

A copy of the bid document with all pages signed and stamped at the bottom by the bidder's authorized representative

Price Bid (in separate sealed envelope)

Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Covering envelope sealed with superscription in prescribed format.

Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public.

Brief resume of proposed team members in the following format:

Name

Form VIII

Form IX

- Designation
- Proposed role
- Experience in years
- Areas of expertise
- Previous projects worked on, and role therein
- Qualification
- Date of Birth

Soft copy of Quotation formats (Form – I to Form - VIII) in write-protected format in CD-R / USB (Six Copies, one in each CD-R / USB in Pdf or word format only)

## Form III: Particulars and qualifications of the bidders

1. Organization Name:

Year of Incorporation / Registration in India:

Year of Start of Operation in India:

TIN No.:

PAN No.:

GST (GSTIN) Registration No.:

Total No. Technical Manpower:

Total No. Administrative Manpower:

2. Registered Office Address

Telephone No. (s)

Mobile No. (s)

Fax No. (s)

Email

3. Legal status of firm Company / Firm / Proprietorship/ Others (\_\_\_\_\_\_)

(Attach proof MOA, AOA/ Partnership Deed along with registration of partnership detail/ Affidavit by proprietor with registration detail as the case may be)

4. Ownership

S. No.	Name of persons owning stake in the organization	Nationality of the stakeholders	Details of restrictions, if any on transfer of stake
	(In case of company incorporated in India List of Director shall be provided)		

In case the organization is a public sector undertaking indicate the percentage share of Govt. holding.

## 5. Annual Turnover for the last 3 years (2016-2017, 2017-2018 & 2018-2019)

S.	Financial	Total	امرمم	Sector wise Annual Turnover					
S. No.	Year	Turnover	Annual	Online	Software Development	& Other	Other	areas	of
INO.	real	lunover			IT related services		Operations	(specify)	

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

6. Particulars of the Center/unit associated with this project

Name & Address of the Center/Unit Associated with this project: :

7. Address of the important offices

Address 1	Address 2	Address 3
Tel No (s) :	Tel No (s) :	Tel No (s) :
Fax No (O) :	Fax No (O) :	Fax No (O) :
No. Technical Employee:	No. Technical Employee:	No. Technical Employee:
Total No. Administrative	Total No. Administrative	Total No. Administrative
Employee:	Employee:	Employee :
	:	

8. Examination Detail as per criteria in Para 3 (Attach proof)

S.		
No.	Particular	Description/Nos.
1	Name of Examination	
2	Maximum No. Of Candidates handled in Single Shift in a Day	
3	No. of cities covered in said Examination	
4	No. of States covered in said Examination	

Note: For more than one entries create multiple rows in similar format in continuation.

9. Do you Own the complete source code of Application software used for complete online examination process (including test delivery system)

(If yes provide the language/platform used and No. of releases and latest release no.)

------

10. Quality & Security Certification Detail (ISO 27001) (attach proof).

\_\_\_\_\_

11. Have your organization occurred loss during last three year: YES/NO

\_\_\_\_\_

12. Are you able to support entire solution 24x7 across India: YES/NO

-----

13. Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of important persons dealing with the project

			Telephone & Fax No.		
S. No.	Name & Address	Designation	Office	Residence	Extent of Involvement in the project

## 14. Last 3 years' Annual Turnover of the Center/unit associated with the Project

Sr. No.	Financial Ye	ear	Annual Turnover	Financial value of the largest project handled during the year

## 15. Particulars of EMD

a)	Name of the Bank	•
b)	Address of Bank branch, issuing the draft	
c)	Code No. of Bank Branch	
d)	Amount of Draft	:
e)	Bank Draft No. & Date	
f)	Valid up to (Give Date)	

16. Particulars of Software capabilities of organization and the center/unit dealing with this project.

	Names & Addresses of Centers / Units	Level of certification of software capability			
S.	engaged in software	Maturity Model	Level of certification	n of other equ	ivalent
No.	Development work	(SW – CMMI)	systems of assessing	software capal	oilities
				Level which	
			Organization	certified	Level

Note: Please attach duly authenticated copies of certification claimed regarding the center/unitdealing with this project.

Particulars of Authorization of the person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

Admn/Tender/ACE/2020-AIIMS.RPR
Name, Designation & Address of the person authorizing for signing the document.
Type/form of the issued authority (whether power of attorney/Authorization letter etc.)
(Please refer to the enclose original authorization document)
(Signature)
(in the capacity of:)
Duly authorized to sign Bid for and on behalf of

Form IV: Duly authenticated list of full time Technical and Administrative Personnel to be employed for the work.

Duly authenticated list of Fulltime Technical and Administrative Professionals with the Bidder

(Detailed Curriculum vitae of key personnel along with their key role in the company, who will be associated with this project, is to be attached with the bid.)

List of full time Professionals of the organization who will be associated with the project (at least 25 professional) to be given in the table below-

Sr.			Educational	
No.	Name	Designation	Qualification	Date of Joining
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Date.....

.....

(Signature).....

Place

(in the capacity of): .....

Duly authorized to sign Bid for and on behalf

of.....

## Form V: Details of Similar completed works during last 3 years.

Performa for Performance Statement

(Summary profiles of projects completed during last three years related to computer based examination (CBE) conduct & processing)

S	Name, Address,		Value of	Period of	Delay if any	Litigation /	Remarks
No	Tele No. and Fax	Name of the	contract	execution	from	Arbitration	
	No. of the	Examination	(in		scheduled	Pending in	
	Organization for		Lakhs)		time ( give	progress -	
	which computer				reasons)	With	
	based					Details	
	Examination						
	(CBE) work has						
	been executed						
	( also mention						
	Name,						
	Designation and						
	contact No. of						
	the contact						
	person of the						
	organization)						

The bidder will have to attach full details & relevant documents of similar projects of value more than 25 Lakhs each, involving application software development work, conduct and processing of Computer Based Examination in India or abroad, as Annexure to this list.

Date.....

(Signature).....

Place

(in the capacity of): .....

Duly authorized to sign Bid for and on behalfof.....

#### Form VI: Details of work under execution or awarded

#### Performa for performance statement

(Summary profiles of project under execution / awarded related to Computer Based Examination (CBE) conduct & processing)

Sr.	Name, address, Tele No	Description	Value of	Period of	Delay if	Litigation /	Remar
No.	Organization for which Computer Based Examination (CBE) work has been executed (also mention Name Designation and Contact Person of contact No. of	& Name of the Exam	Contract (in lakhs)		any from scheduled time (give reasons)	Arbitration Pending in progress – With detail	ks
	contact Person)						

The bidder will have to attach full details & relevant documents of similar projects of value more than 25 Lakhs each, involving application software development work, conduct and processing of Computer Based Examination (CBE) in India or abroad, as Annexure to this list.

Date.....

(Signature).....

Place

(in the capacity of): .....

Duly authorized to sign Bid for and on behalfof.....

## Form VII: List of Satisfactory Performance report from clients

#### Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients related to Computer Based Examination (CBE) conduct & processing)

Sr.	Name, address, Tele No and Fax no. of	Description &	Value of	Period of	Remark
No.	Organization for which Computer Based	Name of the	Contract	Execution	S
	Examination (CBE) work has been executed	Exam	(in lakhs)		
	(also mention Name Designation and Contact				
	Person of contact No. of contact Person)				

Note: Attach the Satisfactory Service Certificate from the organizations for whom similar projects executed successfully as Annexure to this list.

#### Form VIII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)

#### Undertaking

I/We hereby undertakes that:-

I/ We hereby submitted our tender for Conduct and Processing for various Computer based Examinations of the All India Institute of Medical Sciences, Raipur.

I / We have enclosed the EMD in the shape of demand draft of Rs25, 00,000/- (Refundable) in the name of the AIIMS, Raipur, payable at Raipur, Demand Draft. No.\_\_\_\_\_\_ and for cost of tender document a demand draft of Rs. 5,000/-(Non Refundable)in the name of the Director, AIIMS, Raipur, payable at Raipur, Demand Draft. No.\_\_\_\_\_\_ dated.\_\_\_\_\_ issued from Bank

I / We hereby agree to all the terms and conditions, mutually agreed between the parties,, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per the mutually terms and conditions of the agreement, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of suppliers at the AIIMS, Raipur.

I / We agree to abide by this bid for a period of 180 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES, GST ETC. HAS BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES, GST AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully.

Signature of the Authorized Signatory of Bidder Full Address

WITNESS .....

WITNESS .....

## Form IX: Price Bid

[On the Letter head of Bidder and should be separately sealed as per instruction]

Reference/File No .:

Date:

The Director, All India Institute of Medical Sciences, Raipur

Sir,

I/ We hereby submit our price bid for Computer based examinations : Conduct and Processing for the All India Institute of Medical Sciences, Raipur.

# 1. Conduct and Processing of Computer based examinations as desired under Scope of work (Annexure-I)

S. No.	Activity	Rate in INR Per Candidate (in figure)	Rate in INR per Candidate (in words)
1	All activities mentioned in the scope of work		

# Rate for the component of Application Designing for receiving application forms and online fees and Generation / Download of Admit cards only may also be indicated separately.

## 2. Setting up, Moderation and Translation of Question Paper for Various Examinations as desired under Scope of work (Annexure-I).

Rate in INR per Multiple Choice Question (in words and figure) :

Note:

a) The determination of L1 bidder will be made on the basis of Quality and Cost Based Selection as mentioned under Clause 15 to 17 of the tender document.

## The absolute financial quote will be calculated as under:

b) The rate quoted for conduct of online examination will be normalized for 1000 candidates. 80% weightage will be given to the normalized rates for conduct of examination and 20% to the rate quoted for setting up, Moderation and Translation of Question Paper.

*For example-* if a bidder quote Rs. 500 per candidate for conduct and processing of online examination and Rs. 1,00,0000 for question paper setting, the absolute financial quote will be calculated as under:

80% of (Rs. 500X1000) + 20% of 1,00,000. =4,00,000+20,000 =4,20,000 Absolute financial quote will be 4,20,000/1000=420

c) The rates shall be inclusive of all activities defined in the scope of work (Annexure-I) of the tender document

d) GST and other taxes extra, as applicable.

Date:.... Place.....

(Signature).....) (in the capacity of:.....) Duly authorized to sign Bid for and on behalf of......

#### **Definitions & Interpretations**

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

**'Agreement**' means this agreement signed between both the parties, containing mutually agreed terms and conditions.;

'AIIMS' means the All India Institute of Medical Sciences located at Raipur, India, acting through the Director.

'Bid' means the Technical, Commercial and Financial bids. 'CBE' means Computer Based Examination.

'EMD' means Earnest Money Deposit.

'Examination Section' means Examination Section, AIIMS, and Raipur

'Institute' means the All India Institute of Medical Sciences located at Raipur, India, acting through the Director.

'MCQ' means Multiple Choice Question

'Computer Based Examination' means the technological term for conducting exams on computers instead of the traditional paper and pen based exam.

'Tender' means the Tender floated by AIIMS due for submission on, inviting bids from various companies for the Online Examination (Computer Based Test) Conduct and Processing for various examination of the Institute.

'Centre' means City in which examination is to be conducted.

'Venue' means a City may have more than one location for holding the online examination, which is/are called as Venue/s.