

F.No.2.2(6)/2019-G.II
UNION PUBLIC SERVICE COMMISSION
GENERAL II SECTION

Subject: Open Tender for Conduct of Computer Based Recruitment Test/Exam (CBRT) to be conducted by UPSC

UPSC intends to conduct a number of Computer Based Recruitment Tests/Examinations during the next three years, in single shot on a single day, to begin with for up to 50,000 candidates (this figure is likely to increase year to year) at such centres/cities out of 41 centres/cities of India as mentioned in the Scope of Work at Annexure-IA. It may be noted that number of candidates and number of centres/cities may vary from time to time depending upon the requirements of the Commission & the number of candidates applying for the particular CBRT/Examination. Accordingly, online bids are invited from Indian firms with proven record & experience in the conduct of CBRT/Exam, strictly in accordance with the scope of work as specified in Annexure-I to this document. Manual bids shall not be accepted.

General Terms & Conditions

Critical Date Sheet

Date of Publishing on CPP Portal	03.12.2021
Document Download Start Date	03.12.2021
Document Download End Date	24.12.2021
Bid Submission Start Date	03.12.2021
Last Date & Time for Uploading of Online Tender	24.12.2021; 15:00 Hrs
Date & Time for Opening of Technical Bids	27.12.2021; 15:00 Hrs
Earnest Money Deposit (EMD)	Rs.80,00,000/-

Bids shall be submitted online only at CPPP website:
<https://eprocure.gov.in/eprocure/app>.

Bidders are advised to follow the instructions provided for e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

Bid documents may be scanned with **100 dpi** with black and white option which helps in reducing size of the scanned document.

1. Procedure of Submission of Bids

The tender shall be submitted online in two parts viz. technical bid and price bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email or any other mode shall not be considered. No correspondence will be entertained in this matter.

(a) Technical Bid

The following documents are to be furnished by the bidder along with the Technical Bid as per the tender document:-

- (i) Signed scanned copy of Earnest Money Deposit (EMD) amounting to Rs. 80,00,000/-
- (ii) Signed scanned copies of PAN card & Goods and Services Tax Registration certificate
- (iii) Signed scanned copies of I.T. returns of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21 (as required by Clause 6).
- (iv) Signed scanned copies of Audited Profit & Loss Account of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21 (as required by Clause 6).
- (v) Signed scanned copies of Audited Balance Sheets of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21 (as required by Clause 6).
- (vi) Signed scanned copy of certificate from Chartered Accountant (CA) stating that "The annual turnover of the firm for each of the last three financial years is related only to online/computer-based/online recruitment exam and income from any other source is not included in it." (as required by Clause 6).
- (vii) Signed scanned copy of Certificate of Incorporation of the company (as required by Clause 7).
- (viii) Signed scanned copies of Purchase Order and/or Completion Certificate of CBRT/Exam conducted by the bidder during the last five years (as required by Clause 8).
- (ix) Signed scanned copies of documentary proof (as required by Clause 9).
- (x) Signed scanned copies of ISO 9001 and ISO 27001 (Information Security Management System Standard)/STQC certificate (as required by Clause 11).

- (xi) Signed scanned copy of Compliance Report (as at Annexure-II) w.r.t. Scope of Work (Annexure-I).
- (xii) Signed scanned copy of list of centres wherein the firm has conducted CBRT in a single slot (as at Annexure-IIA) duly signed by the authorized signatory
- (xiii) Signed scanned copy of Certificate (as at Annexure-III) duly signed by the authorized signatory.
- (xiv) Signed scanned copy of Undertaking (as at Annexure-IIIA) duly signed by the authorized signatory.
- (xv) Signed scanned copies of Certificates/documents as mentioned in Clause 14 and 41 of this document.
- (xvi) Signed scanned copy of draft Agreement (as at Annexure-V) duly signed by the authorized signatory.
- (xvii) Signed scanned copies of all supporting documents as per checklist (Annexure-VI).

(b) Price Bid

Schedule of price bid must be submitted in the prescribed format only. The bidder will strictly submit the rate in the proforma prescribed for Price Schedule (Annexure-IV). Rates should be quoted exclusive of taxes. Taxes shall be quoted separately along with rates.

- (c) The hard copy of original instruments Earnest Money Deposit (EMD) of Rs.80,00,000/- (Rupees Eighty Lakh only) in the form of a Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee/Fixed Deposit Receipt payable to the Secretary, UPSC must be delivered to UPSC on or before bid submission end date/time as mentioned in critical date sheet.**

2. Late Bids

The late bids i.e. the bids received after the specified date & time for receipt of bids shall not be considered.

3. The bid should be valid for a period of 180 days from the date of opening of bids.

4. Earnest Money Deposit

- (i) An Earnest Money Deposit (EMD) amounting to **Rs.80,00,000/- (Rupees Eighty Lakh only)** shall be deposited in the form of a Demand Draft/Pay Order/Banker's Cheque/Bank Guarantee/Fixed Deposit Receipt payable to the Secretary, UPSC at Delhi/New Delhi. No exemption would be permitted from submission of EMD except as provided in Rule 170 of

GFR 2017. Bids without Earnest Money Deposit and in any form other than prescribed above will be summarily rejected.

- (ii) The EMD should remain valid for a period of forty-five days beyond the final bid validity period.
- (iii) The EMD of the unsuccessful bidders would be returned to them after the finalisation of the tender. No interest on EMD would be payable by UPSC under any circumstances.

5. Performance Security

- (i) The successful bidder will be required to furnish Performance Security @10% of the annual contract value for each of the 1st, 2nd and 3rd year. The Performance Security for each year shall be submitted at the beginning of each of the three years. The validity of the 1st and 2nd year Performance Security shall be for a period of 15 months. The Performance Security for the 3rd year shall remain valid till ninety days of the completion of all contractual obligations including warranty obligations, if any. The Performance Security shall be in the form of Demand Draft/Pay Order/Bank Guarantee in favour of Secretary, UPSC payable at Delhi. The Performance Security would be retained by the Commission till satisfactory completion of work for each of the three years.
- (ii) It should be clearly understood that in the event of the work not being completed as per the Scope of Work and time schedule laid down by the UPSC, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalty, if any, which may be imposed as specified in the terms and conditions hereto. The EMD would be refunded to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by UPSC under any circumstances.

Eligibility Criteria

6. Bidder/parent company must not be making loss in any two years of the last three years i.e. 2018-19, 2019-20 & 2020-21. Bidder shall meet the following criteria with regard to turnover:-

- (i) The bidder shall have annual turnover of at least Rs. 10 crore during each of the last three financial years i.e. 2018-19, 2019-20 & 2020-21.
- (ii) This turnover shall be generated solely from services related to online/computer-based/online recruitment exam.
- (iii) In support of the turnover, the bidder shall submit the following documents:-
 - (a) IT Returns of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21.

- (b) Audited Profit & Loss Account of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21.
 - (c) Audited Balance Sheets of the firm for the preceding three years i.e. 2018-19, 2019-20 & 2020-21. "In case the bidder is not able to file audited balance sheet for the year 2020-21, the bidder shall submit a copy of the balance sheet for the year 2020-21 duly certified by their Chartered Accountant".
 - (d) Certificate from Chartered Accountant (CA) stating that "The annual turnover of the firm for each of the last three financial years is related only to online/computer-based/online recruitment exam and income from any other source is not included in it."
7. The agency should be a Company Registered under Indian Laws, operating in the field of Computer Based examination and providing recruitment services to Govt. Departments/PSU/Autonomous Bodies/Public Service Commissions for past 3 years. Certificate of incorporation has to be attached with the technical bid.
8. Most of the Computer Based Recruitment Test/Exam (CBRT) with candidature ranging from 2,000 to 25,000 (approx.) are currently being carried out in 15 Centres i.e. Ahmedabad, Bhopal, Chennai, Delhi, Dispur, Jaipur, Jammu, Kochi (Ernakulam), Kolkata, Lucknow, Mumbai, Nagpur, Port Blair, Ranchi and Visakhapatnam. In addition to this, some CBRT's with higher number of candidature are also being carried out in 41 Centres specified in Annexure-IA. Accordingly, the agency should possess experience of having successfully conducted at least 01 (one) CBRT in the last 05 (five) years for minimum 30,000 candidates in a single slot. Such CBRT should have been conducted in a single slot in any 30 Centres out of the 41 Centres mentioned in Annexure-IA for a Govt. Departments/PSU/Autonomous Bodies/Public Service Commissions. Purchase Order and/or Completion Certificate from the competent authority will have to be submitted as proof of having conducted **CBRT for minimum 30,000 candidates in a single slot in any 30 Centres out of the 41 Centres mentioned in Annexure-IA. In this regard, the bidder shall submit certificate from the client clearly indicating the names of the Centres where CBRT for minimum 30,000 candidates was conducted in a single slot.** In addition to the above, the vendor must have the capability and willingness to conduct CBRT for a minimum 50,000 candidates in a single slot in 41 Centres as listed in Annexure-IA. In this regard, the vendor shall submit an undertaking as per proforma (Annexure-III A) that they have the capability and shall conduct CBRT for minimum 50,000 candidates in a single slot in the 41 Centres as mentioned in Annexure-IA.
9. The Agency should have their own/hired Tier-3 or higher Data Centre for Database management as per the requirement of the Commission in a secured environment. Documentary evidence to be attached in the Technical Bid covering the following requirements:
- a. Having multiple redundant capacity component serving the IT equipment.
 - b. Concurrently maintainable site infrastructure with expected availability of 99.98%.

10. The agency should have proven expertise of conducting recruitment examination for at least 30,000 candidates in one slot, spread across any 30 cities as listed in Annexure-IA using Intranet based model by deploying agency owned Local servers along with backup server at each test centre. Certificate as mentioned in Clause 8 would suffice as proof of having the same.
11. The company should have ISO 9001 and ISO 27001 (Information Security Management System Standard)/STQC certificate. Documentary proof to be submitted along with Technical Bid.

Other Terms & Conditions

12. All software for question paper authoring, computer based examination, biometric candidate handling, etc must be owned by the agency or should have licensed copy which should be in use at least for the last 3 years with third party security compliance. The agency should be able to make changes in any of the modules of all the software to meet the requirement of UPSC w.r.t Scope of Work (Annexure I).
13. The agency will have to conduct Recruitment Test (RT)/Examination as per the dates finalized by the Commission. The agency will have to ensure that Venues hired for the conduct of Examination/RT should be for two days i.e. for the day of arrangement and for the day of conduct of Examination/RT. However, on the arrangement day the agency will have to make arrangement for a slot of three hours between 8:00 A.M. to 6:00 P.M. for conducting Mock Test as per the requirement of the Commission. Two month lead time will be given to the agency for conduct of Exam/RT after Commission decides to conduct the Exam/RT.
14. The bidder should furnish along with his technical bid the following certificates/documents:
 - (i) A list of Govt. Departments/PSU/Autonomous Bodies/Public Service Commissions where the firm has done or is doing the similar work. Copies of Work orders of such Govt. Departments/PSU/Autonomous Bodies/Public Service Commissions shall also be supplied.
 - (ii) Details regarding the deliverables as understood by the bidder w.r.t. the scope of work (Annexure I) along with details of infrastructure at each tentative venue as envisaged by the bidder for CBRT.
 - (iii) Certificate by the authorized signatory regarding (a) acceptance of all the terms & conditions of the tender, (b) non-penalization for concealment or income/wealth, (c) understanding and strict compliance of bid with the Scope of Work as per Annexure-III.
 - (iv) A copy of the PAN card & Goods and Services Tax Registration certificate.
 - (v) Certificates as mentioned in para 6, 7, 8, 9, 10, 11 and 41 of this NIT.

15. The agency should be having full rights on the Source Code of the software of Test Engine. They should be capable of changing the software as per the requirement of the Commission. If there is any change in the version of software the same will be intimated to the Commission by the Agency or in case of any change required by the Commission the same should be upgraded/implemented only after approval from the Commission. After approval only the upgraded version is to be used from next RT/Exam.
16. Instructions to the candidates should be made available to the candidates during the exam at the click of mouse.
17. Agency will be responsible for capturing, successfully, Biometric fingerprints and the photographs of the candidates reporting to the Venue of the Test/ Exam within the stipulated time allotted for the purpose. The Biometric Information captured will have to be shared with the Commission and also verified by the Agency at the time of Interview at the Commission's office.
18. Photo/signature image will be displayed on screen of each candidate at the terminal during the exam period.
19. Question paper with Bilingual display on screen as per requirement of UPSC.
20. Agency will be responsible for collating complete Response Data and the Attendance Data in a secured and encrypted manner in their Data Centre which will be shared with the Commission immediately after conclusion of the Test/Exam as per the requirement/Format of the Commission.
21. Agency should furnish mechanism/features in the System being offered (within their quoted rates) for preventing malpractices/cheating during the examination. This may be elaborated in their technical bid.
22. Summary report after conclusion of each exam has to be provided to candidates through e-mail as and when advised by UPSC in the approved format as and when required.
23. The bidder shall submit a certificate stating that all the terms and conditions of the tender are acceptable to them (Annexure-III). The bidder shall also furnish a clause by clause Compliance Report with respect to the Scope of Work (Annexure-II). In case of deviations, a statement of the deviations and exception to the provision of the technical specifications and commercial conditions shall be given by the bidder. UPSC, however, reserves the right to accept or reject them and will not be bound to give reasons for its refusal to consider the bid with such deviations.
24. Hypothetical and conditional bids will not be entertained.
25. The Agency will be responsible for arranging the equipment in perfect working condition and will have to post adequate number of trained personnel for the day of Test/Examination as mutually agreed upon.

26. All legal disputes arising out of the bids, if any, shall be subject to the jurisdiction of the court of Delhi only.
27. Rates shall be quoted “per candidate basis per paper who will be issued admit cards” and shall include all charges related to transportation & installation of the systems at Delhi Centres and other Centres indicated in the NIT as per Annexure-IV.
28. In case any test/examination is conducted in more than one session, payment will be made on the basis of admit cards issued to the candidates multiplied by the number of session.
29. (i) The actual number of admit cards issued in respect of each RTs/Examination conducted by the Commission on the computer based mode in the calendar year 2020 is 1,89,670.
- (ii) The estimated year-wise no. of candidates for the next three years taking into account hybrid system of examination is as below:-

S. No.	Time Period	Estimated No. of Candidates*
1	Year 1	2,00,000
2	Year 2	2,10,000
3	Year 3	2,20,000

*The above figures are purely indicative and shall in no way be construed as firm commitment on the part of UPSC.

30. The number of candidates/test centres in each RT/Examination are indicative only and may vary depending on the requirements and the decision of the Commission as described in the opening para of this NIT.
31. Taxes shall be quoted separately along with rates per candidate basis per paper who will be issued admit cards. Otherwise, the quoted rates would be taken as inclusive of taxes and no subsequent request for addition of taxes would be entertained by this office. Bidders who do not quote tax rates separately will not be considered responsive and their bid will be rejected.
32. Income Tax: Recoverable at source from tender bills, as applicable.
33. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder or prescribed herein. Withdrawal of a bid during the interval may result in forfeiture of EMD of such bidder.
34. In the event of the firm or the concerned division of the firm being taken over/bought by another firm, all the obligations and execution responsibilities under the agreement shall pass on to the new firm.
35. The bidder shall execute the work strictly in accordance with the terms and conditions of NIT including Scope of Work. Director (IS) or any other officer appointed by

UPSC would be Nodal Officer on behalf of UPSC for coordination and necessary assistance, if any, required by the bidders.

36. The vendor will have to make arrangements for CBRT/Exam at all the centers as per the minimum number of candidates decided by the Commission.
37. The Scope of work for conducting the CBRT is given in Annexure-I. Bid should strictly conform to the scope of work mentioned at Annexure-I. All bidders are required to fill the compliance statement (Annexure-II) without which the quotation is liable to be rejected.
38. **Validity of Contract:** The contract would be valid for Three Years from the date of award. The year-wise rate quoted by the vendor would remain firm during the contract period.
39. **Risk Purchase Clause:** If the firm after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of the tender document and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the UPSC will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and expense of the firm. The cost difference between the alternative arrangement and firm's bid value will be recovered from the firm along with other incidental charges. In case UPSC is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm.

40. Evaluation of Bids

A. Technical bids would be evaluated based on the following criteria:

- i. Experience of bidder in conducting of Computer Based Recruitment Test/Exam for minimum 30,000 candidates in one slot spread across any 30 centres out of the 41 cities as listed in Annexure-IA in Govt. Departments/PSU/Autonomous Bodies/Public Service Commissions etc.
- ii. Based on the compliance report, w.r.t. Scope of Work (Annexure I) and other Terms and conditions of the NIT, by the bidder.
- iii. Infrastructure availability at Test/Exam centers as per requirements of the Commission including facilities for PH candidates, power backups - Generators & UPS, ACs, type of backup servers, etc.
- iv. Based on the IT Returns & Audited Balance Sheets of last preceding 3 years i.e. 2018-19, 2019-20 & 2020-21.
- v. Based on the conditions in documents mentioned in para 1(a), 6-11, 14 and 41 of the NIT.

B. Financial Bids would be evaluated based on the following criteria:

- i. The "Financial" bid of only those bidders would be opened whose technical bid have been approved by the Competent Authority of UPSC after detailed examination of technical bid strictly as per the scope of work, technical capability of the bidders, submission of documents as prescribed in para 1(a), 6-11, 14 and 41 of the NIT and inspection of the facilities to be provided by the vendor for smooth conduct of Computer Based Recruitment Test/Exam. The date and time of opening of Financial bids will be intimated to the concerned parties in due course.
 - ii. The rates may be quoted 'per candidate basis per paper who will be issued admit cards'.
 - iii. L-1 bidder will be decided on the basis of NPV (Net Present Value) at the discounting rate of 10% annually plus taxes as admissible at the time of evaluation. For determination of L-1, only Base Rates (i.e. S. No. 1 of Price Schedule) will be considered. However, the vendor shall conduct all the tests/exams as per the requirements of UPSC and payment to L-1 vendor will be made on the basis of year-wise rate quoted by the vendor plus taxes as applicable. The payment shall be made for the number of admit cards issued for that particular RT/exam. The details of calculation for deciding L-1 firm are given at Annexure-IV (Price Schedule).
41. Keeping in view that the work involved is confidential and sensitive in nature, the bidders have to enclose the following certificates along with the technical bids:-
- (i) It would not divulge any details, whatsoever, pertaining to the Computer Based Recruitment Test/Exam to anybody without the prior permission of UPSC. The firm would take necessary preventive measures to ensure that nobody shall come to know that the Computer Based Recruitment Test/Exam is being conducted by them on behalf of UPSC.
 - (ii) The bidder will not sub-contract the operational aspects and will be solely responsible for the safe and smooth conduct of examination. However, if so required, the bidder may have tie-ups with other agencies for arranging necessary infrastructure like obtaining Computer Hardware and other accessories duly informing UPSC at least 4 weeks before RT/Exam.
 - (iii) The agency will have to ensure that the venue hired for the conduct of exam/RT should be for two days i.e. for the day of arrangement and for the day of conduct of exam and no exam/test (Online/Offline) or other activity of any third party should be scheduled at any venue during both the days.

42. Limitation of Liability:

- (i) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the value of the work order of that particular Recruitment Test/Examination. However, this limitation shall not apply to any liability for damages arising from willful misconduct.
- (ii) The selected agency will be required to implement critical stages as defined at point no. 3 of Broad Scope of Work which will be provided to the vendor for each Recruitment Test (RT)/Exam along with time lines. In case the vendor is not able to adhere to deadlines as specified for each RT/Exam, only a penalty on per day basis for the delayed period shall be imposed @1% of the total payment due for that RT/Exam paper. However, the maximum penalty will be limited to 20% only of the total payment due for that particular RT/Exam. Accordingly, the time for next stage shall be compressed by UPSC.

43. Payment Terms

- (i) Payment will be made on the basis of year-wise rate quoted by the vendor plus taxes as applicable for the number of admit cards issued for that particular RT/Exam.
- (ii) 75% payment would be released on successful conduct of RT/Examination by the firm and handing over of the complete data to the satisfaction of IS Wing of UPSC.
- (iii) 25% payment would be released after analysis of data, rectification of discrepancies, if any, by the firm and release of final results by UPSC after conducting interviews.

44. Force Majeure: The firm shall not be responsible for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, act of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, power failure, accidents or disruption or operations arising from causes not attributable to any mala fide acts of firm, fire or floods. The agency for which it becomes impossible to meet obligations under this contract value to force majeure conditions is to notify in written to the Commission of the beginning & cessation of the above circumstances immediately but in any case not later than 10 (ten) days from the moment of beginning.

45. Arbitration: Any dispute or difference whatsoever arising between UPSC & the firm out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in

accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance thereof shall be binding on UPSC & the firm. The venue of Arbitration shall be at Delhi.

46. **Jurisdiction:** Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto this agreement shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.
47. **Termination Clause:** The UPSC reserves the right to discontinue the agreement/ contract with the agency at any point of time during the contract period without assigning any reason after giving one month's notice to the agency. The decision of the Secretary, UPSC would be final and binding.
48. **Extension Clause:** In case, if it is decided by the Commission, the contract may be extended for a period up to one year at the third year rate on existing terms & conditions.
49. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder –
 - a. The price charged for the services supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the services or offer to sell services of identical description [i.e. services which adhere to substantive scope/description of work as mentioned in Annexure-I of this document] to any persons/organisation including the purchaser or any department of the Central Government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance or all Work Orders placed during the currency of the rate contract is completed.
 - b. If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such services to any person / organization including the Buyer or any Department of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the UPSC and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, not apply to:-
 - i. Exports by the seller.
 - ii. Sale of services at lower price on or after the date of completion of sale / placement of the order of services by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts. Including their undertakings excluding joint sector companies and/or private parties and bodies.

- c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the Rate contract-
“We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein [i.e. services which adhere to substantive scope/description of work as mentioned in Annexure-I of this document] and such services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill / the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.”

50. The above are broad conditions of the contract. The vendor will have to sign an Agreement (copy at Annexure-V) with UPSC if the contract is awarded to the firm.
51. The UPSC reserves the right to accept or reject all or any of the bids without assigning any reasons. The decision of the Secretary UPSC would be final and binding.
52. The tender notice is also available on UPSC's website: www.upsc.gov.in

(R.K. Dixit)
Under Secretary (G-II)

ANNEXURE- I**BROAD SCOPE OF WORK**

The Union Public Service Commission desires to conduct Computer Based Recruitment Test (CBRT) / Exams as decided by the Commission on case to case basis in some or all of the 72 cities as listed below. The applicants for the above mentioned test would be computer literate. The test will be conducted under Intranet / LAN environment in such cities.

Sr. No.	Name of the Center	Sr. No.	Name of the Center	Sr. No.	Name of the Center
1.	AGARTALA	25.	GAYA	49.	NAVI MUMBAI
2.	AGRA	26.	GHAZIABAD	50.	PANAJI (GOA)
3.	AHMEDABAD	27.	GORAKHPUR	51.	PATNA
4.	AIZAWL	28.	GURGAON	52.	PONDICHERRY
5.	AJMER	29.	GWALIOR	53.	PORT BLAIR
6.	ALIGARH	30.	HYDERABAD	54.	PUNE
7.	ALLAHABAD	31.	IMPHAL	55.	RAIPUR
8.	ANANTHAPURAMU	32.	INDORE	56.	RAJKOT
9.	AURANGABAD	33.	ITANAGAR	57.	RANCHI
10.	BANGALORE	34.	JABALPUR	58.	SAMBALPUR
11.	BAREILLY	35.	JAIPUR	59.	SHILLONG
12.	BHOPAL	36.	JAMMU	60.	SHIMLA
13.	BILASPUR	37.	JODHPUR	61.	SILIGURI
14.	CHANDIGARH	38.	JORHAT	62.	SRINAGAR
15.	CHENNAI	39.	KOCHI (COCHIN)	63.	THANE
16.	COIMBATORE	40.	KOHIMA	64.	THIRUVANANTHAPURAM
17.	CUTTACK	41.	KOLKATA	65.	TIRUCHIRAPALLI
18.	DEHRADUN	42.	KOZHIKODE	66.	TIRUPATI
19.	DELHI	43.	LUCKNOW	67.	UDAIPUR
20.	DHARWAD	44.	LUDHIANA	68.	VARANASI
21.	DISPUR (GUWAHATI)	45.	MADURAI	69.	VELLORE
22.	FARIDABAD	46.	MUMBAI	70.	VIJAYWADA
23.	GANGTOK	47.	MYSORE	71.	VISHAKHAPATNAM
24.	GAUTAM BUDDH NAGAR	48.	NAGPUR	72.	WARANGAL

Note: The number of Test Centres mentioned above is indicative. However, the Commission may vary the number of Test Centres based on the number of candidates.

The Computer Based Recruitment Test / Exam processing would be divided in the following modules:

1. **PRE-EXAM ACTIVITIES:** The following activities would be carried out by the Commission and only the specimen copy of Admit Card/ e-Admit Card and Centre-wise/ Venue-wise break up of Admitted Candidates and soft copies of their photographs and Signatures would be provided to the agency in the desired format for conduct of the Test.

- i. Receiving of Applications
- ii. Drawing Centre-wise breakup
- iii. Scrutiny of Applications
- iv. Deciding Centres (cities/venues) where the CBRT / EXAM is to be conducted
- v. Allocation of Roll No.
- vi. Uploading of e-Admit Cards.

All the above pre-exam activities will be carried out by the Commission. Deciding the Test/Exam venues for centres in terms of 'd' above where the exam is to be conducted which has to be done by the agency within the specified time period in the SOP(Standard Operating Procedures) defined by the Commission on the basis of centre-wise breakup.

2. **CONDUCT OF EXAM:** The following activities would be carried out by the selected agency who would be responsible for the smooth and uninterrupted conduct of the test using computers.
 - i. Deciding specific Test/Exam venues within the Centres mentioned in para '1' above depending upon the Breakup of candidates. However, the final decision of selecting the test venue/ sub-centre will be of Commission.
 - ii. The agency will be required to provide their maximum capacity of candidates for which they can hold test at the centres mentioned in para 1.
 - iii. Providing complete infrastructure including hardware and software.
 - iv. To manage the examination process through intranet based solution at each exam centre.
 - v. To arrange/provide requisite display card for providing required instructions/ information to the candidates appearing for exam at exam centres.
 - vi. The display must include how many candidates are sitting in a particular lab and location.
 - vii. Ensuring foolproof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
 - viii. Ensuring complete UPS facility with automated and failsafe complete back up at each venue.
 - ix. Providing air conditioning facility in the server room and adequate cooling facility preferably AC in all the labs.
 - x. Providing Internet facility such as lease line/Broadband/data card from at least two different service providers.

- xi. Installing failsafe and secured LAN which should be isolated from any other computer in the vicinity at each venue with adequate backup of LAN equipment and resources.
- xii. Providing Backup Server in cluster mode/ hot swappable mode at each location with all software loaded and kept ready for use in case of such requirement.
- xiii. Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of Commission's representative(s) and providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs, Power backups, etc are in place.
- xiv. Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc have been disabled except for the hardware required for marking the responses.
- xv. Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.
- xvi. Ensure accurate Registration of each candidate reported for the test well before start of the Test/Exam as decided by the Commission. At the time of Registration, candidate's photograph taken on the web-cam to be checked with the photograph brought by the candidate and his Biometric information to be captured and stored for future use by the Commission.
- xvii. The terminal No. at which the candidate is to take the Test/test would be allotted at random at the time of Registration only.
- xviii. To securely install and implement question paper received from Commission under secure environment.
- xix. Ensuring storing the transfer of sensitive data through encrypted mode under adequate password protection. Such data shall be handled only by the authorized officer specially authorized by the Commission.
- xx. Transfer of sensitive data to be carried out strictly as per the time schedule to be decided by the Commission.
- xxi. The Agency would be fully responsible for the Supervision, Invigilation and technical operation of the conduct of the CBRT / exam at each location as per guidelines of the Commission. However, the Commission would depute their representatives at each location to oversee and to monitor the smooth and fair conduct of the TEST.
- xxii. Providing Invigilators, Technical staff, Supervisors and other staff as per the following requirement of the Commission :

Sr.No	Technical/Non-Technical Staff	Staff Required
1.	Invigilators	Two for 24 candidates with a minimum of two in a lab/room.

2.	Site Supervisor	One
3.	Assistant Supervisor	Two per venue.

- xxiii. All personnel associated with Recruitment Test/ Exam will have to certify that none of their near relation is appearing in the above mentioned Test at the appropriate time in the format prescribed by the Commission.
- xxiv. For checking impersonation the agency will have to provide candidates personal details such as Roll No. & Name including photo on the screen of the terminal during the exam period.
- xxv. The agency will have to make arrangement for continuous monitoring and recording of candidates activities at each venue by installing adequate number of Web-cams/CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the Commission after the conclusion of RT / exam.
- xxvi. The agency will have to make arrangement at UPSC control room for monitoring and supervising Exam activities of all the venues on monitoring console.
- xxvii. Agency will be responsible for making arrangements for Physically handicapped (Orthopedically handicapped, Visually impaired or Hearing impaired) candidates as per the requirements of the Commission on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:
- a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.
 - b) Well connected and easily accessible from all parts of city.
 - c) Accessible facilities s.a. hand rails, ramps with low floor stairs.
 - d) Appropriate signages
 - e) Available clean toilets
 - f) Wheel chair facility
- xxviii. To maintain audit trail of all activities of all candidates during the course of examination and providing the same in the readable form to the Commission within 5 days after conclusion of exam.
3. Various Critical Stages for CBRT/Test
- i. Providing final list of Venues by the vendor for conducting ONLINE Recruitment Test to UPSC based on Centre-wise List.
 - ii. Providing process manual of the respective RT and Demo test file for the RT to be conducted, by the vendor.
 - iii. Exam Data transferred after conclusion of RT in the required format by the vendor.

- iv. Verification of candidates by the vendor through bio-metric facility at the time of Interviews.

4. Question bank and dispatch of question papers:

All activities relating to Question Bank and dispatch of Question Papers would be carried out by the Commission. The Agency would be involved only at the appropriate time as detailed below:

- i. The agency shall ensure the complete security of processes, infrastructure, servers, networks, VPN connections, etc as per the plan drawn in consultation with the Commission.
- ii. The agency will have to adhere to the Standard Operating Procedure (SOP) laid down by the Commission for all Pre and Post exam activities.
- iii. The agency will provide a question paper authoring tool which will ensure end to end security of the question paper with 256 bit encryption.
- iv. Responsibility of preparation of Question Bank would remain with the Commission.
- v. The Agency would be responsible for providing requisite user friendly software and methodology along with the format of Question Paper. This software will have to be installed by the Agency in the secured computer system/Server which will be kept secured in the Commissions office. Due training, if required will also be have to be provided by the Agency along with dummy drill for handling question paper. This would be completed well before setting up the question paper by the Commission.
- vi. The software should have facility to shuffle the Questions as well as Answer options in the Question Paper presented to the candidate so that no two candidates should have same set of question paper.
- vii. The modalities of transferring the Q-Pack and dissemination to the candidates will be done by the selected agency as per the procedures specified by the Commission.
- viii. The agency will provide DEMO file(Mock test) for relevant CBRT / Exam in bi-lingual mode or English, as the case may be, within 25 days before conducting each RT/ exam for uploading on web-site. The mock test should be on the template of the RT/exam to be conducted and in line with the requirement of the Commission.
- ix. The agency will provide detailed process Manual for relevant CBRT/Exam within 15 days before date of RT/Exam for the use of Inspecting officers.

5. POST-EXAM PROCESSING:

- i. Immediately after test is concluded, the Agency would make arrangements to transfer the complete data along with proper 'LOG FILES' (in the readable format) to the Commission in the encrypted form under totally secured environment.

- ii. The Agency would then prepare Reports as desired and mutually decided by the Commission. The Raw scoring will have to be carried out by the Agency based on the Answer Keys which will be provided by the Commission after the conclusion of the Test.
- iii. The complete Data as mentioned above along with reports would be transferred to the Commission by the Agency under the secured mode on the same day.
- iv. The Agency will also transfer the Registration details including List of Present appeared candidates to the Commission within 2 days after conclusion of Test.
- v. The Commission would be responsible for the further Post Exam processing towards the declaration of the result etc.
- vi. The agency shall provide software/ facility for e-mailing of exam paper along with attempted responses to each candidate, if required.
- vii. The Agency will have to resolve any discrepancy noticed by the Commission while processing of the result on immediate basis.

Note:

1. The agency will also have to provide documented inputs with relevant data and support to handle RTI, etc to UPSC after each test/exam conducted by the Agency.
2. The agency shall have to carry/demonstrate complete system test run with test data to the Commission before implementation.
3. The agency should also be able to demonstrate Application / server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

Annexure-IA

List of Centers for Online Examination

S. No.	Name of City
1	Ahmedabad
2	Allahabad
3	Bengaluru
4	Bhopal
5	Mumbai
6	Kolkata
7	Cuttack
8	Delhi
9	Dispur/Guwahati
10	Hyderabad
11	Jaipur
12	Chennai
13	Nagpur
14	Dehradun
15	Patna
16	Shillong
17	Shimla
18	Srinagar
19	Thiruvananthapuram
20	Ernakulam
21	Lucknow

S. No.	Name of City
22	Jammu
23	Chandigarh/Mohali
24	Panaji
25	Port Blair
26	Dharwad
27	Madurai
28	Ranchi
29	Gangtok
30	Kohima
31	Imphal
32	Agartala
33	Jorhat
34	Aizawl
35	Itanagar
36	Raipur
37	Tirupati
38	Visakhapatnam
39	Udaipur
40	Sambalpur
41	Bareilly

ANNEXURE-II

Compliance Report w.r.t. Scope of Work

We (Name of Firm) _____ hereby furnish the technical compliance report as per NIT as under.

S. No.	Particulars	Compliance Report (State Yes or No)	Page No.
1	We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work (Annexure-I) and other terms and conditions of NIT.		
2	The number of candidates for which Computer Based Recruitment Test/Exam was conducted in one shot, is indicated.		
3	Details of maximum capacity of test nodes as per centres (41 nos.) mentioned in Annexure- 1A of Scope of Work is enclosed.		
4	We confirm that the firm can conduct Computer Based Recruitment Test/Exam as per Scope of Work in all listed centres in NIT.		
5	The agency undertakes to be responsible for complete security of processes, infrastructure, VPN connections, etc as per the plan drawn in consultation with the Commission.		
6*	Details of secured LAN system with LAN back-up equipment & VPN connection to be provided at all venues, are furnished.		
7*	Details of web-cams/CCTV to be installed at each lab for continuous monitoring of candidates activities from control room at UPSC are furnished.		
8*	Details of Registration counters including facilities for photo capture and Bio-Metric information to be capture of each candidate. Also indicate number of candidates per counter.		
9*	Detailed methodology for Data storage and transfer of data through VPN under secured environment are indicated.		
10*	Detailed activities to be provided w.r.t. Pre-Test activities as defined in Scope of Work, are indicated.		
11*	Detailed methodology for preparation and dispatch of question papers through VPN connectivity w.r.t., Scope of Work, are indicated		
12	The Agency will provide all data of the candidates including audit trail of all activities of candidates to the Commission after conclusion of exam.		
13	The Agency will make arrangement at UPSC control room for monitoring & supervising exam activities of all the venues on centralize monitoring console.		
14	We confirm that the venues will be booked for two days i.e. for day of arrangement and day of conduct of Exam and no exam /		

	test (Online / Offline) or other activity of any third party will be scheduled on both the days as per date of Exam/Test.		
15	We confirm that the software is capable for generating bilingual question packs.		
16	We confirm that the firm is ISO 9001 and ISO 27001 certified for conducting Computer Based Recruitment Test/Exam.		

*The bidder must provide all the requisite details along with reference page number in separate sheet.

The following are the deviations in activities/scope w.r.t. tender document conditions:-

Dated:	Signature:
Name of Firm:	
Company Seal:	

ANNEXURE-IIA

We (Name of Firm) _____ hereby furnish the list of centres where we have successfully conducted CBRT in a single slot during the last 05 (five) years:-

S. No.	Name of Centre	No. of Candidates	Date CBRT was conducted	Time CBRT was conducted	Supporting Document/ Page No.
1	Ahmedabad				
2	Allahabad				
3	Bengaluru				
4	Bhopal				
5	Mumbai				
6	Kolkata				
7	Cuttack				
8	Delhi				
9	Dispur/Guwahati				
10	Hyderabad				
11	Jaipur				
12	Chennai				
13	Nagpur				
14	Dehradun				
15	Patna				
16	Shillong				
17	Shimla				
18	Srinagar				
19	Thiruvananthapuram				
20	Ernakulam				
21	Lucknow				
22	Jammu				
23	Chandigarh/Mohali				
24	Panaji				
25	Port Blair				
26	Dharwad				
27	Madurai				
28	Ranchi				
29	Gangtok				
30	Kohima				
31	Imphal				
32	Agartala				
33	Jorhat				
34	Aizawl				
35	Itanagar				
36	Raipur				
37	Tirupati				
38	Visakhapatnam				
39	Udaipur				
40	Sambalpur				
41	Bareilly				

***The bidder is required to provide separate sheet for each CBRT conducted.**

ANNEXURE-III

NOTICE INVITING TENDER for Conduct of CBRT/Exam:

We _____
_____ (Name & Address of the Firm) have in response to your NIT Dt. _____ submitted a Technical & financial bid for conduct of an online recruitment tests to be conducted by UPSC. As required under NIT, we hereby certify as under: -

1. That all the terms and conditions of the tender are acceptable to us.
2. That I/We have not been penalized or convicted for concealment of income/wealth during the immediately preceding three years.
3. That we fully understand the Scope of Work specified in the NIT and on bid is strictly in accordance with the Scope of Work.

(Authorized Signatory)
Name & Address of the Firm/Bidder

ANNEXURE-III

UNDERTAKING

We _____ (Name of the Firm)
hereby affirm that we have the capability and shall conduct CBRT for
minimum 50,000 candidates in a single slot at the 41 centres as mentioned in
Annexure-IA of the NIT.

(Authorized Signatory)
Name & Address of the Firm/Bidder
Phone No. _____

ANNEXURE-IV**Price Schedule****For CBRT/Exam:**

S. No.	Item Description	Rate per candidate for 1 st Year (Y1)	Rate per candidate for 2 nd Year (Y2)	Rate per candidate for 3 rd Year (Y3)	Effective rate of taxes in % as applicable on date of tender	NPV (Without taxes)
1.	Conduct of CBRT for up to 50,000 candidates (approx)					
2	Implementation of Covid-19 Guidelines of the Commission**					

**Copy of Covid-19 Guidelines of UPSC is placed at Annexure-IV-A. The Covid-19 rates will come into operation only when the Commission raises this requirement.

1. The first year will start from the date of award of the contract.
2. Rates shall be quoted only in Indian Rupees.
3. Rates shall be quoted “per candidate basis per paper who will be issued e-Admit cards” and shall include all charges related to transportation & installation of the system at all the Centers indicated in the NIT.
4. Taxes shall be quoted separately along with rates per candidate basis per paper who will be issued admit cards.
5. Bidder shall mandatorily quote base rates for conduct of CBRT (S. No. 1 of Price Schedule) excluding the cost of implementation of Covid-19 Guidelines of UPSC. The rates for implementation of Covid-19 Guidelines of UPSC shall be quoted separately in S. No. 2 of the Price Schedule. The L-1 will be determined on the basis of base rates for conduct of CBRT (S. No. 1 of Price Schedule).
6. NPV (Net Present Value) will be calculated at the discounting rate of 10% annually. The details of calculation for deciding L-1 firm are given below:-

$$NPV = \{Y1 + Y2/(1 + 0.1) + Y3/(1 + 0.1)^2\}$$

[NPV = Net Present Value; Y1 = Rate quoted for 1st year; Y2 = Rate quoted for 2nd year & Y3 = Rate quoted for 3rd year]

Examples of NPV:

- (i) If Y1 = 150, Y2 = 200 and Y3 = 240, then NPV will be calculated as under:-

$$\begin{aligned} NPV &= 150 + (200/1.1) + (240/1.21) \\ &= 150 + 181.82 + 198.35 \\ &= 530.17 \end{aligned}$$

Thus, the NPV is Rs. 530.17

- (ii) If Y1 = 300, Y2 = 250 and Y3 = 200, then NPV will be calculated as under:-

$$\begin{aligned} NPV &= 300 + (250/1.1) + (200/1.21) \\ &= 300 + 227.27 + 165.29 \\ &= 692.56 \end{aligned}$$

Thus, the NPV is Rs. 692.56

7. The selection of L-1 vendor will be on the basis of NPV plus applicable taxes as on the date of tender. Payment will be made on the basis of year-wise rate quoted by the vendor plus taxes as applicable for the number of admit cards issued for that particular RT/Exam.
8. In case any test/examination is conducted in more than one session, payment will be made on the basis of admit cards issued to the candidates multiplied by the number of session.

Dated:

Signature

Name of Firm:

Company Seal:

Annexure – IVA

Guidelines for Coordinating Supervisors/Vendors/Invigilators and other Exam Functionaries for Conduct of UPSC CBRT Examinations in wake of COVID-19 Pandemic

A. Sanitization of Premises

1. All the areas in the premises including the following shall be sanitized completely using user-friendly disinfectant mediums on the day of arrangement i.e. one day before the day of Examination itself:

- Entrance Gate
- Examination rooms, tables, chairs etc.
- Washrooms/toilets, wash basins, water points etc.
- Equipment and lifts, if any.

B. Entry of the Candidates

2. Candidates have been advised to come to venue well before the commencement of the examination.

3. Entry gate of the venue shall be opened at least three hours thirty minutes before the commencement of the examination for Centre Head and technical team and one hour thirty minutes before the commencement of the examination for candidates.

4. After entry into the venue, candidates will directly go to their respective Examination Rooms/Halls and occupy their allotted seats without waiting /loitering in the premises. They shall not gather at any place in the premises.

5. Police personnel/staff may ensure candidates follow social distancing norm while entering the venue and going to their allotted Examination Rooms/Halls.

6. One of the invigilators assigned to the room shall be available in their respective room at least one hour before the commencement of examination and see that candidates occupy their allotted seat and do not loiter in the room.

7. Entry into the Examination venue shall be closed 45 minutes before the scheduled commencement of the Computer Based Examination/RT. There is no change in the existing provision in this regard.

8. Seating plans should be displayed in adequate number but not less than five at prominent places for the whole Venue on the day of examination to avoid gathering of candidates.

9. Proper crowd management inside as well as outside the premises duly following social distancing norms be ensured during the examination.

C. Frisking of the Candidates

10. To avoid physical contact, frisking of the candidates is done away with. However, during the entry of the candidates at the gate, an Assistant Supervisor should make an announcement, which is to be repeated from time to time till the gates are closed, over the public address system, informing that:

“Bags, Mobile phones, I.T. Gadgets, any other electronic equipment or any other equipment capable of being used as Communication devices, Lighters/match boxes and valuables or costly items are not allowed to be taken inside the premises where the examination is being conducted. Any infringement of these instructions will entail disciplinary action including ban from future examinations and lodging of FIR with police. Safekeeping of such articles cannot be assured and the Commission will not be held responsible for any loss in this regard.”

D. Seating Arrangements

11. The Vendor will ensure that seating arrangement in the computer room shall be in conformity with the social distancing norm of the Government. Candidates need to be able to maintain a space of at least 6 feet (2 Gaj) from each other.

In case, if any candidate is not satisfied with the seating arrangement owing to the social distancing factor and request for change of his/her seat, the following guidelines should be kept in mind:

- The candidate can make request for change of seat owing to the social distancing factor to the Invigilator in the Room/Hall till five minutes before commencement of the examination in each session.
- In this regard, an undertaking as per format (Annexure) will be obtained from the Candidate.
- On receipt of such request, the Invigilator(s) in the Room/Hall will adjust the candidates at another computer node maintaining the social distancing norm.
- Extra vigilance in invigilation should be taken in all such instances.
- A report by Vendor in the matter along with all undertakings obtained from all such candidates should be sent to Under Secretary, EIA-R, UPSC, Dholpur House, New Delhi. A copy of the report may also be sent to Control Room, UPSC on the day of Examination itself.

12. If any candidate is observed that a candidate is sneezing or coughing frequently or having difficulty in breathing, the matter will be brought to the notice of Vendor. Vendor will make arrangement of seating of such candidates separately. A report by Vendor in the matter along with all undertakings obtained from all such candidates should be sent to Under Secretary, EIA-R, UPSC, Dholpur House, New Delhi. Control Room UPSC, may be kept informed of all instances on the day of Examination itself.

E. Wearing of Masks

13. Wearing of mask/face cover is mandatory for all examination functionaries as well as candidates.

14. Candidates may be asked to remove their masks to check and confirm their identity at the time of entry in the premises and also at the time of verifying details of candidates or whenever considered essential by the Examination functionaries.

F. Attendance of Candidates

15. Vendor will make arrangement to sanitize bio-metric machine each time after registration of a candidate at the Registration Desk.

G. Provision of Hand Sanitizer, Face Mask and Gloves

16. Vendor will make provision of 50 ml bottle of Hand sanitizer, Face Mask (3 ply mask) and Gloves of standard quality in adequate quantity for each exam functionary for use.

17. Vendor will ensure provision of sanitizers in adequate quantity at the entrance of the Gate to enable the candidates to sanitize their hands before entering into the examination venue in each session. Staff may be deployed for this purpose.

18. Vendor will also ensure provision of face masks (3 ply masks) to the tune of 10% of the allocated candidates so that the same can be provided to candidates who do not have face masks or cloth to cover the face.

19. Candidates will also be allowed to bring their own hand sanitizer (small size) in transparent bottles for their use during the conduct of the examination.

Note: Guidelines/Instructions mentioned in the Handbook or issued to Vendor/Invigilator/other Exam Functionaries separately are modified to the extent mentioned above.

Annexure (to Annexure – IVA)

Undertaking

(Maintenance of Social Distancing)

I (Roll No)
Son/Daughter of Shri have an objection to the allotted
seat. On my demand the allotted seat has been changed at different location in the same
lab/another lab in respect of the (CBRT, 20___).
Now I am fully satisfied with my seating arrangement.

Signature of Candidate

Name

Roll No

Signature of Invigilator

Signature of Supervisor

Name & Designation

With Rubber Seal

AGREEMENT (Draft)

This Agreement made at New Delhi on the _____ day of _____ 2022 between **UNION PUBLIC SERVICE COMMISSION** having its office at Dholpur House, Shahjahan Road, New Delhi - 110069 (hereinafter referred to as “UPSC”) of the one part and M/s _____ having its Corporate Office located at _____ (hereinafter referred to as “_____” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the other part.

And whereas _____ has agreed to undertake the entire project as per the terms & conditions and charges set out hereunder and in the Tender No. F.No.2.2(6)/2019-G.II.

Now, it is hereby agreed to by both the parties hereto as follows:

1. Definitions

1.1 Recruitment Test: Candidates are recruited through direct recruitment by Computer Based Recruitment Test.

1.2 Examination: These are structured regular Examinations (pre-defined) viz. SCRA, CAPF (ACs), CMS, CS (Pre.) etc.

1.3 Exam Centres: These are the Venues of Computer Based Examinations/Recruitment Tests where the actual Examinations/Recruitment Tests are to be conducted by the vendor.

1.4 Conduct of Examination: Computer Based Examinations/Recruitment Tests to be conducted as per Standard Operating Procedure (SOP) laid down by UPSC.

2. Period of Contract

The contract shall be valid for 3 (three) Years from the date of award. The year-wise rate quoted by the vendor would remain firm during the contract period. The prices and other terms and conditions would remain same during the contract period.

3. Brief Description of the Work/Scope of Work

As per Annexure-I.

4. Other Terms & Conditions:

- (i) All software for question paper authoring, computer based examination, biometric candidate handling, etc must be owned by the vendor or should have licensed

copy which should be in use at least for the last 3 years with third party security compliance. The vendor should be able to make changes in any of the modules of all the software to meet the requirement of UPSC w.r.t Scope of Work (Annexure D).

- (ii) The vendor will have to conduct Recruitment Test (RT)/Examination as per the dates finalized by UPSC. The vendor will have to ensure that venue hired for the conduct of Examination/RT should be for two days i.e. for the day of arrangement and for the day of conduct of Examination. However, on the arrangement day the vendor will have to make arrangement for a slot of three hours between 8:00 A.M. to 6:00 P.M. for conducting Mock Test as per the requirement of UPSC. Two month lead time will be given to the vendor for conduct of exam after UPSC decides to conduct the RT/Exam.
- (iii) The vendor should be having full rights on the Source Code of the software of Test Engine. The vendor should be capable of changing the software as per the requirement of UPSC. If there is any change in the version of software the same will be intimated to UPSC by the vendor or in case of any change is required by UPSC the same should be upgraded/implemented only after approval from UPSC. After approval, only the upgraded version is to be used from next RT/Exam.
- (iv) Instructions to the candidates should be made available to the candidates during the exam at the click of mouse.
- (v) The vendor will be responsible for capturing, successfully, Biometric fingerprints and the photographs of the candidates reporting to the Venue of the Test/ Exam within the stipulated time allotted for the purpose. The Biometric Information captured will have to be shared with UPSC and also verified by the vendor at the time of Interview at UPSC's office.
- (vi) Photo/signature image will be displayed on screen of each candidate at the terminal during the exam period.
- (vii) Question paper with Bilingual display on screen as per requirement of UPSC.
- (viii) The vendor will be responsible for collating complete Response Data and the Attendance Data in a secured and encrypted manner in their Data Centre which will be shared with UPSC immediately after conclusion of the Test/Exam as per the requirement/Format of UPSC.
- (ix) Summary report after conclusion of each exam has to be provided to candidates through e-mail as and when advised by UPSC in the approved format as and when required.
- (x) The vendor will be responsible for arranging the equipment in perfect working condition and will have to post adequate number of trained personnel for the day of Test/Examination as mutually agreed upon.
- (xi) All legal disputes arising out of the bids, if any, shall be subject to the jurisdiction of the court of Delhi only.

- (xii) In case any test/examination is conducted in more than one session, payment will be made on the basis of admit cards issued to the candidates multiplied by the number of session.
- (xiii) In the event of the vendor or the concerned division of the vendor being taken over/bought by another firm, all the obligations and execution responsibilities under the agreement shall pass on to the new firm.
- (xiv) The vendor will have to make arrangements for CBRT/Exam at all the centres as per the minimum number of candidates decided by UPSC.
- (xv) The vendor shall execute the work strictly in accordance with the terms and conditions of the NIT including Scope of Work. Director (IS) or any other officer appointed by UPSC would be Nodal Officer on behalf of UPSC for coordination and necessary assistance, if any, required by the vendor.
- (xvi) The vendor will make necessary arrangements at all the venues for preventing malpractice/cheating during the examination.
- (xvii) The vendor will allow entry of BEL/BEL representatives in the Examination Centre and extend necessary support to BEL/BEL representatives to install Jammers on the day of arrangement and on the Test day.
- (xviii) As per the practice followed in other pen and paper mode examination conducted by the Commission, 01 (one) invigilator shall be appointed per 24 candidates. However, there shall be at least 02 (two) invigilators for one room/hall.

5. Performance Security

- (i) The vendor will be required to furnish Performance Security @10% of the annual contract value for each of the 1st, 2nd and 3rd year. The Performance Security for each year shall be submitted at the beginning of each of the three years. The validity of the 1st and 2nd year Performance Security shall be for a period of 15 months. The Performance Security for the 3rd year shall remain valid till ninety days of the completion of all contractual obligations including warranty obligations, if any. The Performance Security shall be in the form of Demand Draft/Pay Order/Bank Guarantee in favour of Secretary, UPSC payable at Delhi. The Performance Security would be retained by the UPSC till satisfactory completion of work for each of the three years.
- (ii) It should be clearly understood that in the event of the work not being completed as per the Scope of Work and time schedule laid down by the UPSC, the Performance Security is liable to be forfeited. This will be in addition to the liquidated damages/penalty, if any, which may be imposed as specified in the terms and conditions hereto. The EMD would be refunded to the vendor on receipt of Performance Security. No interest on Performance Security would be payable by UPSC under any circumstances.

6. Charges

Rs. _____/- (Rupees _____ only) plus taxes as applicable per candidate per session throughout the period of the contract.

7. Payment Terms

- (i) Payment will be made at the rate of Rs. _____/- plus taxes as applicable for the number of admit cards issued for that particular RT/Exam if it is in one session. In case any test/examination is conducted in more than one session, payment will be made on the basis of admit cards issued to the candidates multiplied by the number of session.
 - (ii) 75% payment would be released on successful conduct of RT/Examination by the vendor and handing over of the complete data to the satisfaction of IS Wing of UPSC.
 - (iii) 25% payment would be released after analysis of data, rectification of discrepancies, if any, by the vendor and release of final results by UPSC after conducting interviews.
8. Income Tax: Recoverable at source from the bills of the vendor, as applicable.
9. Keeping in view that the work involved is confidential and sensitive in nature:-
- (i) The vendor shall not divulge any details, whatsoever, pertaining to the Computer Based Recruitment Test/Exam to anybody without the prior permission of UPSC. The vendor would take necessary preventive measures to ensure that nobody shall come to know that the Computer Based Recruitment Test/Exam is being conducted by the vendor on behalf of UPSC.
 - (ii) The vendor will not sub-contract the operational aspects and will be solely responsible for the safe and smooth conduct of examination. However, if so required, the vendor may have tie-ups with other agencies for arranging necessary infrastructure like obtaining Computer Hardware and other accessories duly informing UPSC at least 4 weeks before RT/Exam.
 - (iii) The vendor will have to ensure that the venue hired for the conduct of exam/RT should be for two days i.e. for the day of arrangement and for the day of conduct of exam and no exam/test (Online/Offline) or other activity of any third party should be scheduled at any venue during both the days.

10. Limitation of Liability:

- (i) Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue, loss of data), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total cumulative liability of either party arising from or relating to this Agreement shall not exceed the value of the work order of that particular Recruitment Test/Examination. However, this limitation shall not apply to any liability for damages arising from willful misconduct.
- (ii) The selected agency will be required to implement critical stages as defined at point no. 3 of Broad Scope of Work which will be provided to the vendor for each Recruitment Test (RT)/Exam along with time lines. In case the vendor is not able to adhere to deadlines as specified for each RT/Exam, only a penalty on per day basis for the delayed period shall be imposed @1% of the total payment due for that RT/Exam paper. However, the maximum penalty will be limited to 20% only of the total payment due for that particular RT/Exam. Accordingly, the time for next stage shall be compressed by UPSC.

11. Risk Purchase Clause

If the vendor after submission of bid and due acceptance of the same i.e. after the placement of order fails to abide by the terms and conditions of the tender document and/or execute the work as per prescribed schedule given or at any time repudiates the contract, UPSC will have the right to forfeit the EMD, invoke the performance security, deposited by the vendor and get the work done from other firm at the risk and expense of the vendor. The cost difference between the alternative arrangement and the vendor's bid value will be recovered from the vendor along with other incidental charges. In case UPSC is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the vendor.

12. Force Majeure

The vendor shall not be responsible for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, war, riots, embargoes, strikes, lockouts, act of any Government authority, delays in obtaining licenses or rejection of applications under the statutes, power failure, accidents or disruption or operations arising from causes not attributable to any mala fide acts of the vendor, fire or floods. the vendor for which it becomes impossible to meet obligations under this contract value to force majeure conditions is to notify in writing to UPSC of the beginning & cessation of the above circumstances immediately but in any case not later than 10 (ten) days from the moment of beginning.

13. Arbitration

Any dispute or difference whatsoever arising between UPSC and the vendor out of or relating to the conclusion, meaning and operation or effect of this contract or the breach thereof shall be settled by the Arbitrator to be appointed by UPSC in accordance with the provisions of Arbitration and Conciliation Act, 1996 and the award in pursuance

thereof shall be binding on UPSC and the vendor. The venue of Arbitration shall be at Delhi.

14. Jurisdiction

Subject to the arbitration herein above provided, any suit or proceedings to enforce the right of either of the parties hereto this agreement shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto hereby expressly agree to submit to the jurisdiction of such court.

15. Termination Clause: UPSC reserves the right to discontinue the agreement/contract with the vendor at any point of time during the contract period without assigning any reason after giving one month's notice to the vendor. The decision of the Secretary, UPSC would be final and binding.

16. Extension Clause: In case, if it is decided by the Commission, the contract may be extended for a period up to one year at the third year rate on existing terms & conditions.

17. Fall Clause: The following Fall clause will form part of the contract placed on the vendor:—

- a. The price charged for the services supplied under the contract by the vendor shall in no event exceed the lowest prices at which the vendor sells the services or offer to sell services of identical description [i.e. services which adhere to substantive scope/description of work as mentioned in Annexure-I of this document] to any persons/organisation including UPSC or any department of the Central Government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance or all Work Orders placed during the currency of the rate contract is completed.
- b. If at any time, during the said period the vendor reduces the sale price, sells or offers to sell such services to any person / organization including UPSC or any Department of Central Govt. or any Department of the State Government or any statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer of sale to UPSC and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, not apply to:-
 - i. Exports by the vendor.
 - ii. Sale of services at lower price on or after the date of completion of sale/ placement of the order of services by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts. including their

undertakings excluding joint sector companies and/or private parties and bodies.

- c. the vendor shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the Rate contract-
“We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein [i.e. services which adhere to substantive scope/description of work as mentioned in Annexure-I of this document] and such services have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill / the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract.”

18. Representations and Warranties

The vendor warrants that it has the capability and capacity to effectively and efficiently discharge its obligations under the contract and that the services will be provided in a skilful and workman like manner. Further, the vendor warrants that it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation and it has the full authority to enter into this Agreement which constitutes a legal, valid and binding obligation. Except as set forth above, the vendor makes no warranties to customer, express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

IN WITNESS WHEREOF, the parties herein through their authorized representatives have signed this Agreement on the day, month, year and place mentioned first herein above mentioned in the presence of the under-mentioned witnesses.

Signed, Sealed and Delivered in the presence of:

1. Representative of UPSC

For and on behalf of UPSC

Witness

2. Representative of the vendor

For and on behalf of the vendor

Witness

ANNEXURE-I (of Agreement)

BROAD SCOPE OF WORK

The Union Public Service Commission desires to conduct Computer Based Recruitment Test (CBRT) / Exams as decided by the Commission on case to case basis in some or all of the 72 cities as listed below. The applicants for the above mentioned test would be computer literate. The test will be conducted under Intranet / LAN environment in such cities.

Sr. No.	Name of the Center	Sr. No.	Name of the Center	Sr. No.	Name of the Center
1.	AGARTALA	25.	GAYA	49.	NAVI MUMBAI
2.	AGRA	26.	GHAZIABAD	50.	PANAJI (GOA)
3.	AHMEDABAD	27.	GORAKHPUR	51.	PATNA
4.	AIZAWL	28.	GURGAON	52.	PONDICHERRY
5.	AJMER	29.	GWALIOR	53.	PORT BLAIR
6.	ALIGARH	30.	HYDERABAD	54.	PUNE
7.	ALLAHABAD	31.	IMPHAL	55.	RAIPUR
8.	ANANTHAPURAMU	32.	INDORE	56.	RAJKOT
9.	AURANGABAD	33.	ITANAGAR	57.	RANCHI
10.	BANGALORE	34.	JABALPUR	58.	SAMBALPUR
11.	BAREILLY	35.	JAIPUR	59.	SHILLONG
12.	BHOPAL	36.	JAMMU	60.	SHIMLA
13.	BILASPUR	37.	JODHPUR	61.	SILIGURI
14.	CHANDIGARH	38.	JORHAT	62.	SRINAGAR
15.	CHENNAI	39.	KOCHI (COCHIN)	63.	THANE
16.	COIMBATORE	40.	KOHIMA	64.	THIRUVANANTHAPURAM
17.	CUTTACK	41.	KOLKATA	65.	TIRUCHIRAPALLI
18.	DEHRADUN	42.	KOZHIKODE	66.	TIRUPATI
19.	DELHI	43.	LUCKNOW	67.	UDAIPUR
20.	DHARWAD	44.	LUDHIANA	68.	VARANASI
21.	DISPUR (GUWAHATI)	45.	MADURAI	69.	VELLORE
22.	FARIDABAD	46.	MUMBAI	70.	VIJAYWADA
23.	GANGTOK	47.	MYSORE	71.	VISHAKHAPATNAM
24.	GAUTAM BUDDH NAGAR	48.	NAGPUR	72.	WARANGAL

Note: The number of Test Centres mentioned above is indicative. However, the Commission may vary the number of Test Centres based on the number of candidates.

The Computer Based Recruitment Test / Exam processing would be divided in the following modules:

1. **PRE-EXAM ACTIVITIES:** The following activities would be carried out by the Commission and only the specimen copy of Admit Card/ e-Admit Card and

Centre-wise/ Venue-wise break up of Admitted Candidates and soft copies of their photographs and Signatures would be provided to the agency in the desired format for conduct of the Test.

- i. Receiving of Applications
- ii. Drawing Centre-wise breakup
- iii. Scrutiny of Applications
- iv. Deciding Centres (cities/venues) where the CBRT / EXAM is to be conducted
- v. Allocation of Roll No.
- vi. Uploading of e-Admit Cards.

All the above pre-exam activities will be carried out by the Commission. Deciding the Test/Exam venues for centres in terms of 'd' above where the exam is to be conducted which has to be done by the agency within the specified time period in the SOP(Standard Operating Procedures) defined by the Commission on the basis of centre-wise breakup.

2. **CONDUCT OF EXAM:** The following activities would be carried out by the selected agency who would be responsible for the smooth and uninterrupted conduct of the test using computers.
 - i. Deciding specific Test/Exam venues within the Centres mentioned in para '1' above depending upon the Breakup of candidates. However, the final decision of selecting the test venue/ sub-centre will be of Commission.
 - ii. The agency will be required to provide their maximum capacity of candidates for which they can hold test at the centres mentioned in para 1.
 - iii. Providing complete infrastructure including hardware and software.
 - iv. To manage the examination process through intranet based solution at each exam centre.
 - v. To arrange/provide requisite display card for providing required instructions/ information to the candidates appearing for exam at exam centres.
 - vi. The display must include how many candidates are sitting in a particular lab and location.
 - vii. Ensuring foolproof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
 - viii. Ensuring complete UPS facility with automated and failsafe complete back up at each venue.
 - ix. Providing air conditioning facility in the server room and adequate cooling facility preferably AC in all the labs.
 - x. Providing Internet facility such as lease line/Broadband/data card from at least two different service providers.

- xi. Installing failsafe and secured LAN which should be isolated from any other computer in the vicinity at each venue with adequate backup of LAN equipment and resources.
- xii. Providing Backup Server in cluster mode/ hot swappable mode at each location with all software loaded and kept ready for use in case of such requirement.
- xiii. Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of Commission's representative(s) and providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs, Power backups, etc are in place.
- xiv. Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc have been disabled except for the hardware required for marking the responses.
- xv. Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.
- xvi. Ensure accurate Registration of each candidate reported for the test well before start of the Test/Exam as decided by the Commission. At the time of Registration, candidate's photograph taken on the web-cam to be checked with the photograph brought by the candidate and his Biometric information to be captured and stored for future use by the Commission.
- xvii. The terminal No. at which the candidate is to take the Test/test would be allotted at random at the time of Registration only.
- xviii. To securely install and implement question paper received from Commission under secure environment.
- xix. Ensuring storing the transfer of sensitive data through encrypted mode under adequate password protection. Such data shall be handled only by the authorized officer specially authorized by the Commission.
- xx. Transfer of sensitive data to be carried out strictly as per the time schedule to be decided by the Commission.
- xxi. The Agency would be fully responsible for the Supervision, Invigilation and technical operation of the conduct of the CBRT / exam at each location as per guidelines of the Commission. However, the Commission would depute their representatives at each location to oversee and to monitor the smooth and fair conduct of the TEST.
- xxii. Providing Invigilators, Technical staff, Supervisors and other staff as per the following requirement of the Commission :

Sr.No	Technical/Non-Technical Staff	Staff Required
1.	Invigilators	Two for 24 candidates with a minimum of two in a lab/room.

2.	Site Supervisor	One
3.	Assistant Supervisor	Two per venue.

- xxiii. All personnel associated with Recruitment Test/ Exam will have to certify that none of their near relation is appearing in the above mentioned Test at the appropriate time in the format prescribed by the Commission.
- xxiv. For checking impersonation the agency will have to provide candidates personal details such as Roll No. & Name including photo on the screen of the terminal during the exam period.
- xxv. The agency will have to make arrangement for continuous monitoring and recording of candidates activities at each venue by installing adequate number of Web-cams/CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the Commission after the conclusion of RT / exam.
- xxvi. The agency will have to make arrangement at UPSC control room for monitoring and supervising Exam activities of all the venues on monitoring console.
- xxvii. Agency will be responsible for making arrangements for Physically handicapped (Orthopedically handicapped, Visually impaired or Hearing impaired) candidates as per the requirements of the Commission on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:
- a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.
 - b) Well connected and easily accessible from all parts of city.
 - c) Accessible facilities s.a. hand rails, ramps with low floor stairs.
 - d) Appropriate signages
 - e) Available clean toilets
 - f) Wheel chair facility
- xxviii. To maintain audit trail of all activities of all candidates during the course of examination and providing the same in the readable form to the Commission within 5 days after conclusion of exam.
3. Various Critical Stages for CBRT/Test
- i. Providing final list of Venues by the vendor for conducting ONLINE Recruitment Test to UPSC based on Centre-wise List.
 - ii. Providing process manual of the respective RT and Demo test file for the RT to be conducted, by the vendor.
 - iii. Exam Data transferred after conclusion of RT in the required format by the vendor.

- iv. Verification of candidates by the vendor through bio-metric facility at the time of Interviews.

4. Question bank and dispatch of question papers:

All activities relating to Question Bank and dispatch of Question Papers would be carried out by the Commission. The Agency would be involved only at the appropriate time as detailed below:

- i. The agency shall ensure the complete security of processes, infrastructure, servers, networks, VPN connections, etc as per the plan drawn in consultation with the Commission.
- ii. The agency will have to adhere to the Standard Operating Procedure (SOP) laid down by the Commission for all Pre and Post exam activities.
- iii. The agency will provide a question paper authoring tool which will ensure end to end security of the question paper with 256 bit encryption.
- iv. Responsibility of preparation of Question Bank would remain with the Commission.
- v. The Agency would be responsible for providing requisite user friendly software and methodology along with the format of Question Paper. This software will have to be installed by the Agency in the secured computer system/Server which will be kept secured in the Commissions office. Due training, if required will also be have to be provided by the Agency along with dummy drill for handling question paper. This would be completed well before setting up the question paper by the Commission.
- vi. The software should have facility to shuffle the Questions as well as Answer options in the Question Paper presented to the candidate so that no two candidates should have same set of question paper.
- vii. The modalities of transferring the Q-Pack and dissemination to the candidates will be done by the selected agency as per the procedures specified by the Commission.
- viii. The agency will provide DEMO file(Mock test) for relevant CBRT / Exam in bi-lingual mode or English, as the case may be, within 25 days before conducting each RT/ exam for uploading on web-site. The mock test should be on the template of the RT/exam to be conducted and in line with the requirement of the Commission.
- ix. The agency will provide detailed process Manual for relevant CBRT/Exam within 15 days before date of RT/Exam for the use of Inspecting officers.

5. POST-EXAM PROCESSING:

- i. Immediately after test is concluded, the Agency would make arrangements to transfer the complete data along with proper 'LOG FILES' (in the readable format) to the Commission in the encrypted form under totally secured environment.

- ii. The Agency would then prepare Reports as desired and mutually decided by the Commission. The Raw scoring will have to be carried out by the Agency based on the Answer Keys which will be provided by the Commission after the conclusion of the Test.
- iii. The complete Data as mentioned above along with reports would be transferred to the Commission by the Agency under the secured mode on the same day.
- iv. The Agency will also transfer the Registration details including List of Present appeared candidates to the Commission within 2 days after conclusion of Test.
- v. The Commission would be responsible for the further Post Exam processing towards the declaration of the result etc.
- vi. The agency shall provide software/ facility for e-mailing of exam paper along with attempted responses to each candidate, if required.
- vii. The Agency will have to resolve any discrepancy noticed by the Commission while processing of the result on immediate basis.

Note:

1. The agency will also have to provide documented inputs with relevant data and support to handle RTI, etc to UPSC after each test/exam conducted by the Agency.
2. The agency shall have to carry/demonstrate complete system test run with test data to the Commission before implementation.
3. The agency should also be able to demonstrate Application / server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

Annexure-IA

List of Centers for Online Examination

S. No.	Name of City
1	Ahmedabad
2	Allahabad
3	Bengaluru
4	Bhopal
5	Mumbai
6	Kolkata
7	Cuttack
8	Delhi
9	Dispur/Guwahati
10	Hyderabad
11	Jaipur
12	Chennai
13	Nagpur
14	Dehradun
15	Patna
16	Shillong
17	Shimla
18	Srinagar
19	Thiruvananthapuram
20	Ernakulam
21	Lucknow

S. No.	Name of City
22	Jammu
23	Chandigarh/Mohali
24	Panaji
25	Port Blair
26	Dharwad
27	Madurai
28	Ranchi
29	Gangtok
30	Kohima
31	Imphal
32	Agartala
33	Jorhat
34	Aizawl
35	Itanagar
36	Raipur
37	Tirupati
38	Visakhapatnam
39	Udaipur
40	Sambalpur
41	Bareilly

ANNEXURE-VI**CHECKLIST**

S. No.	Particulars	Whether enclosed/not	Page No.
1	Whether Earnest Money Deposit (EMD) amounting to Rs.80,00,000/- enclosed	Yes/No	
2	Whether copies of PAN card & Goods and Services Tax Registration certificate enclosed.	Yes/No	
3	Whether copies of I.T. returns for the preceding 3 years i.e. 2018-19, 2019-20 & 2020-21 enclosed.	Yes/No	
4	Whether copies of Audited Profit & Loss Account for the preceding 3 years i.e. 2018-19, 2019-20 & 2020-21 enclosed.	Yes/No	
5	Whether copies of Audited Balance Sheets for the preceding 3 years i.e. 2018-19, 2019-20 & 2020-21 enclosed.	Yes/No	
6	Whether certificate from Chartered Accountant (CA) stating that "The annual turnover of the firm for each of the last three financial years is related only to online/computer-based/online recruitment exam and income from any other source is not included in it." enclosed.	Yes/No	
7	Whether Certificate of Incorporation of the company enclosed	Yes/No	
8	Whether copies of Purchase Order and/or Completion Certificate of CBRT/Exam conducted by the bidder during the last five years enclosed	Yes/No	
9	Whether documentary proof as required by Clause 9 enclosed	Yes/No	
10	Whether ISO 9001 and ISO 27001 (Information Security Management System Standard)/STQC certificate enclosed	Yes/No	
11	Whether Compliance Report (as at Annexure-II) w.r.t. Scope of Work enclosed	Yes/No	
12	Whether list of centres (as at Annexure-IIA) wherein the firm has conducted CBRT during the past 05 years enclosed	Yes/No	
13	Whether Certificate (as at Annexure-III) duly signed by the authorized signatory enclosed	Yes/No	
14	Whether Undertaking (as at Annexure-IIIA) for conduct of CBRT duly signed by the authorized signatory enclosed	Yes/No	

15	Whether certificates/documents as mentioned in Clause 14 and 41 of this document enclosed	Yes/No	
16	Whether copy of Agreement (as at Annexure-V) duly signed by the authorized signatory enclosed	Yes/No	

Authorized Signatory
Name & Address of the Firm with Tel.No./Mobile No./ Fax No.

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed,

the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.