

ICAR- INDIAN AGRICULTURAL RESEARCH INSTITUTE



Directorate, Pusa, New Delhi-110 012

- 4.1/2020/Death Call/Conde

Dated: 9 7 2020

No.4-1/2020/Rectt. Cell/Tender

REQUEST FOR BIDS

Through

E-tendering process for conduct of Online Computer Based Test (CBT) for recruitment to various posts under Direct Recruitment in Indian Agricultural Research Institute (IARI) and its Regional Stations/KVK, under the Administrative control of Indian Council of Agriculture Research, an autonomous organization under DARE, Ministry of Agriculture & Farmers Welfare, Krishi Bhawan, New Delhi.

वरिष्य प्रशासनिक्रिकेनरी Senior Administrative Officer

Senior Administrative Office भा.कृ.अ.प.-भारतीय कृषि अनुसंघान संस्थान ICAR-Indian Agricultural Research Institute पूरा, नई दिल्ली / Pusa, New Delhi-110 012

TABLE OF CONTENTS

Section No.	Particulars	Page No.
	RELEVANT INFORMATION AT A GLANCE	03
	E-TENDER NOTICE	04
I	BACKGROUND	05
II	ELIGIBILITY CRITERIA	06-08
[[]	SCOPE OF THE WORK	09-15
IV	BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE	16-18
V	GENERAL CONDITIONS OF CONTRACT	19-27
Schedule -I	TECHNICAL BID	28-29
Schedule-II	FINANCIAL BID	30
Annexure-I	DETAILS OF PAST EXPERIENCE	31
Annexure-II	UNDERTAKING	32-34
Annexure-III	DRAET AGREEMENT	35-38,

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वरिष्ठ प्रशासनिक अधिकारी Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृपि अनुरःधान संरथान ICAR-Indian Agricultural Research Institute पूरा, नई दिल्ली / Pusa, New Delhi-110 012

RELEVANT INFORMATION AT A GLANCE

S.No.	Particulars	Details
1.	Tender No.	4-1/2020/Rectt. Cell/Tender
2.	Tender date	09/07/2020
3.	Selection Method	Tender will be awarded to the Bidder with the highest
		score based on the QCBS Evaluation Method.
4.	Tender issued by	ICAR- Indian Agricultural Research Institute
. 5.	Availability of Tender	Tender can be downloaded from the website of IARI and
	Document	published on CPP portal.
6.	EMD	Original copy of Earnest Money Deposit of Rs 50.000/-only. DD/FDR/ Bank Guarantee
		in favour of Director, IARI from any of the nationalized/
		scheduled commercial bank or Bank Guarantee as per
		standard format valid for a period of 180 days from the
		date of opening of tender is acceptable. (In offline
		mode).
7.	Performance Security Deposit	An amount equal to 10% of contract value is to be
	(PSD)	deposited by the selected agency/ successful
		Tenderer in form of DD/FDR/ Bank Guarantee as
		Performance Security Deposit after receiving a
		communication from the IARI about award of contract
		within 10 days of issue of award letters. In the event of
		non- deposition of the same, the earnest money will be
		forfeited
8.	Nodal Officer for	AAO (Recruitment) Section, Room No. 13, Directorate,
	correspondence	IARI. New Delhi
	and Clarification	
9.	Pre-bid queries	To be held in electronic modeor response to be collected
		through Email: recruitementcell@iari.res.in 22/07/2020
10.	Start date of bid submission	09/07/2020
11,	Last date of bid submission	06/08/2020 11:00 AM
12.	Opening of Technical bid	07/08/2020 11:00 ΔM
13.	Opening of Financial bid of	The Bid will be opened online only on date and time
	technically eligible bidders	mentioned above

Note:

- 1. A Bidder is not allowed to submit more than one Bid.
- 2. Bidder should have valid GST registration number and should meet all legal requirements.

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- 3. Any amendment/ corrigendum to the tender document shall be posted on the IARI's Website www.iari.res.in and also on CPP portal.
- 4. The IARI reserves the right to call for any other details or information from any or from all the Bidders.
- 5. IARI reserves all rights to reject any bid at any time, at any stage, fully or partly for whole process and/ or for particular bidder and also reserves all rights at any time to add, alter, modify, change, edit & delete any condition at any stage. IARI also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of IARI shall be final and binding on all the Bidders.

E-TENDER NOTICE

Tenders are invited in two bid system by Director, IARI on behalf of Secretary, ICAR for conduct of online Computer Based Test (CBT) for filling up the various positions under direct recruitment in Indian Agricultural Research Institute (IARI) and its Regional Stations/ KVK.

1. The Indian Agricultural Research Institute (IARI) under the administrative control of Indian Council of Agricultural Research (ICAR), an autonomous organization under the Department of Agricultural Research and Education, Ministry of Agriculture & Farmers Welfare, Government of India, New Delhi, invites Technical & Financial bids through E-tendering process for conduct of Online Computer Based Test (CBT) for recruitment to various posts under Indian Agricultural Research Institute (IARI) and its Regional Stations/ KVK for a period of two years which may be extended for two more years on year to year basis based on performance and mutual agreement of the parties to contract.

2. Details of Tender Deposits: -

Cost of Tender Form

Free of cost

Earnest Money Deposit

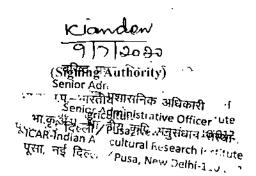
Rs. 50,000/-

Performance Security Deposit

10% of the value of contract.

- 3. On-line bids are invited under two-bid system through e-procurement system from well-established/reputed firms for conduct of Online Computer Based Test (CBT) Examination for recruitment to various posts under Indian Agricultural Research Institute and its Regional Stations/KVKs. The scope of work, information to be furnished by the agency, evaluation criteria for selection and other relevant details have been laid down in the tender document. The instructions for uploading the tender/bid/quotation may be obtained from the IART's website www.iari.res.in. and also on CPP portal
- 4. Tender form, terms & conditions and draft agreement can be downloaded from the websites of www.iari.res.in. On-line bids completed in all respects should be submitted through CPP portal eprocure.gov.in only on or before the last date and time i.e. __"Date"_6 | 8 | 2020 | 1000 mm.
- 5. In case, holiday is declared by the Government on the day of opening bids, the bids will be opened on the next working day at the same time (online mode). The Institute reserves the rightto accept or reject any or all the tenders without assigningany reason. Please note that only online bids through CPP portal eprocurement.gov.in will be accepted.

Please note that only online bids will be accepted.



SECTION-I

BACKGROUND

• The Indian Agricultural Research Institute (IARI) is an Institute under the administrative control of Indian Council of Agricultural Research (ICAR), an autonomous organization under Department of Agricultural Research and Education (DARE), Ministry of Agriculture & Farmers Welfare, Government of India.

पटा ब्याज्या विश्व प्रशासनिक अधिकारी

Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुराधान संस्थान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्ली / Pusa, New Delhi-110 012

3

SECTION-II ELIGBILITY CRITERIA

The tenderer firms /agency /consortium must meet the following eligibility criterion and the evaluation shall be done keeping in view the following parameters:

S.No.	Parameter	Criteria		
A	Past experience in work of similar nature	the bidding agency and not that of the group to		
В	Average annual turnover of the Agency in the last three financial years (2017-18, 2018-19, 2019-20) relating to examination work			
С	Compliance with ISO 27001 (Former BS7799-2)		Desirable	
D .	 Infrastructure and other details Office, hardware and software resource Personnel including skills and compound 		Desirable	
E	Party should have a Bank Ac Commercial/nationalized Bank situated also have PAN Number and Goods and S	•	Compulsory	
F	Party should be able to furnish a copy of	the latest Income tax Return	Compulsory	
G	Submission of proof of website/ ap been audited through any CERT-In Information Technology) empaneled age	(Ministry of Electronics &	Compulsory	
11	Submission of proof of CMMi level 3/5 Service)	Certification (Development &	Desirable	

पिकारीक अधिकारी Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसंधान संस्थान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्ली/Pusa, New Delhi-110 012

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J	Other documents listed in Schedule-Ito this tender document	Compulsory
J	Doesty chall cultural an understaking to the officer of the first data and of the	
	Party shall submit an undertaking to the effect, on affidavit, duly attested by a judicial magistrate of First Class, that: i. No FIR has been lodged, no charge-sheet has been filed by Police or any other investigating agency and no criminal case or/and proceedings is pending against it before any court of law and the company has never been found guilty by any court of law in connection with examination related activities. ii. No process of blacklisting is pending against it and no-show cause notice for blacklisting has been received and pending at present. The company has not been blacklisted by any agency during last three years (i.e. since 01 April 2017 to till date) in connection with examination related activities.	Compulsory
	NOTE: Party, against whom any FIR has been lodged or charge-sheet has been filed, criminals case or/and proceedings is pending before any court of law or company which has been found guilty by any court of law in connection with examination related activities, are not eligible to participate in the tender process.	
	In addition, the companies which have been blacklisted by any agency during last three years ((i.e. since 01 April 2017 to till date) in connection with examination related activities, are not eligible to participate in the tender process.	
K	Considering the confidentiality and sensitivity of the work involved, the bidders have to enclose an undertaking on affidavit, duly attested by First Class Magistrate or duly notarized on non-judicial stamp paper of Rs 10/-, along with the technical bid to the effect that it would not divulge any details pertaining to the examination to anybody without prior permission of IARI and that it would take necessary preventive measures to ensure that nobody would come to know that the exam is being conducted by them. The agency will also have to certify that none of the relative/s of the personnel to be deployed for this work would appear for the exam to be conducted by the Agency. Failure to comply the provisions of undertaking, referred hereinabove, would attract a penalty as the IARI may deem fit to impose, including forfeiture of security deposit / Performance Security and termination of contract, and any other action including blacklisting of bidder company and legal proceedings (civil or/and criminal) as deemed fit by the Director of the Institute.	. `
	In case, the work is not awarded to the company, the agency will also have to submit an undertaking on affidavit, duly attested by First Class Magistrate, certifying that it would not disclose the name of Company to whom the work would be awarded.	

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भा.कृ.अ.प.—भारतीय कृषि उनुसंधान संस्थान
ICAR-Indian Agricultural Research Institute
पूरा, नई दिल्ली / Ft.s., New Deit: 113 012

L	If at any stage before or after the award of contract, it comes	For information
L.	to the notice of the Institute that the company has concealed or manipulated / fabricated any information to mislead the Institute, claim of such companies, whatsoever will be summarily rejected and any money deposited in the form of EMD. Performance Security, etc. will be forfeited and such firm shall also be blacklisted for future	
	examinations.	

 Bids which are not otherwise rejected for the reasons indicated above will be evaluated on the basis of rates quoted by the technically eligible bidders.

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Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसंधान संस्थान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्ली / Pusa, New Delhi-110 012

SECTION-III

SCOPE OF WORK

The Selected Solution and Service Provider (SS&SP) shall be responsible for end-to-end examination management and undertake the below mentioned activities. However, the scope of work will not be limited to these activities. The selected SS&SP shall take necessary precaution to safeguard system data from all vulnerabilities / threats and maintain confidentiality and secrecy of all information related to people, process and data during all the three phases i.e. pre examination, conducting examination and post examination. The selected SS&SP shall deploy one Project Manager at IARI Office on regular basis who would be responsible for communicating the progress of work on the examination, team management, issue management etc.

The examinations will be conducted only on application-based model. Browser based model will not be accepted at any cost.

Preferably, server of IARI will be used for all purposes till the conduct of examination. However, the server of agency/ company may be used, if the IARI so directs, and for this no extra payment shall be made by the Institute. In such cases, to safeguard the data, the agency shall transfer all the responses/ answers marked by the candidates, appearing in the examination within one hour of completion of examination. Rest of the data like biometric, photograph etc. shall be transferred to IARI as soon as possible but not later than 5 days after the examination is over. All the data must be deleted from the server of agency after transferring it to IARI in a secure mode. Audit in this regard can be made at any time by IARI or an agency notified by IARI.

A. Pre-Examination Phase:

The selected bidder is expected to draw the examination plan and implement the design of the examination processes as required by IARI, New Delhi. Broadly, the requirements will be as follows:

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Complete Security management processes

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

Candidate handling process

- Mapping of candidates' details with Exam Centers
- Validation and verification of identity
- Attendance and biometric (photograph and thumb impression) handling
- · Machine/seat allocation and handling of security parameters

1. Test Centre Management and Examination Schedule

- (i) Arrangement and preparation of test-centres as per the requirement of the examination at least 30 Days prior to the scheduled date of the examination, to ensure that centre is notified to a candidate at least 30 days prior to the date of conduct of Examination.
- (ii) Availability of sufficient number of Test Centers in Delhi/NCR to ensure conduct of examination in a Single Session covering all candidates.

9 | Page

Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसंधान संरथान ICAR-Indian Amicultural Research Institute पुसा, नई विकास Pusa, New Tulhi-110 202

- (iii)Distance between screens of two candidates taking the examination should be at least 2 feet (front and both sides) and wooden/hard board partitions to be installed on three sides of computer machine in such a manner that candidate cannot see other candidate's computer system.gatta, Transparent material and thermocol, etc. are strictly prohibited for partitions.
- (iv) Exam Centre verification using Capacity Estimation Process should be ensured. Number of seats at a particular center along with buffer capacity and other logistic arrangementile. DG set, CCTV cameras, security, etc. may also be ensured.
- (v) Ensure availability of at least 2 additional Network / LAN switch at each Test Centre.
- (vi) Arrangement of necessary power backup arrangement/one (01) DG set in each Test Centre
- (vii) Availability of drinking water & first aid facility at Test Centres
- (viii) Deployment of following minimum number of Technical Resources (both at IARI centres as at private centres) to administer servers, hardware devices, networking and facility management at each of the test-centre:
 - One IT Engineer per 30 nodes.
 - One IT Manager per 200 nodes.
- (ix) Deployment of administrative resources (as per ICAR/IARI norms) at private centres hired by the agency like Exam Supervisors, Invigilators, Security, peon and other supporting staffs at each Test Centre to ensure successful completion of the examination. IARI on its own discretion may deploy Observer/Flying squad at each test centre to oversee the overall examination process.
- (x) Thorough checking of all nodes, network equipments, electrifications, CCTV Cameras, Biometricsmachine & Web Camera at Registration Desk (for capturing fingerprints, photograph & signatures of candidates) and other active / passive devices as per the test-centre worthiness assessment plan at each test centre location at least five (05) days prior to the scheduled date of examination.
- (xi) Preparation of Test Centre allocation sheet, Test Centre checklist and fill out the details of each Test Centre (seating capacity, number of nodes and other required facility) and submit the same to IARI at least 15 days prior to the scheduled date of examination.
- (xii) Selection, finalization, registration and mapping of test centres in system along with the contact details / address of the Test Centre.

II. Establishment of confidential Examination Control Unit (ECU)

- (i) Deployment of sufficient number of Technical Experts at the designated confidential Examination Control Unit to be allocated by IARI to facilitate in question paper [to be provided by the ICAR/IARI] uploading, configuration in system, test server set-up, console monitoring etc. Necessary IT infrastructure would be provided by the agency.
- (ii) Configuration and readiness of the Server at ECU to ensure smooth conduct of the entire examination process including encryption of question papers, uploading of question papers, resultprocessing etc.

10 | Page

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 Senior Administrative Officer
भा.कृ.अ.प.—भारतीय कृषि अनुराधान संस्थान
ICAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi-110 012

- (iii) Set-up Exam console at ECU for monitoring the entire examination from ECU by the confidential team deployed by IAR1
 - (iv) To establish central command system at IARI or at any place as per needs of IARI, New Delhi.

III. Environment Check at Test Centre and Conduct Mock Drills / Mock Tests

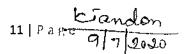
- (i) Checking environment, based on test centre readiness check-list and ensure readiness of individual test centre.
- (ii) Verify working condition of the available / allocated node / terminals to undertake the test with the required configurations, system scanning, operating system / web browser compatibility assessment etc.
- (iii) Verification of network configuration and internet bandwidth / LAN connectivity availability check
- (iv) Conduct 02 (two) Mock Tests (dry run) along with IARI designated representatives at least 2 days prior to the scheduled date of examination.
- (v) Conduct Final Mock Test (dry run) in the presence of IARI designated representatives at least Iday prior to the scheduled date of examination.
- (vi) Certification of the nodes eligible for conducting the online assessment examination and sealing of the Test Centre after conducting final mock test.
- (vii) Getting test centers in compliance with test requirements including installation of CCTV cameras at test centers (one CCTV camera per ten candidates) installed in such a manner that it covers faces of all candidates with continuous recording throughout the examination process which is to be handed over to IARI after completion of examination, CCTV cameras in all the corridors of exam centre and hand videography at all the places of online examination throughout exam process. Frisking of candidates who are to take the test as per law. All invigilation staff and trained security guards as per needs of IARI will be provided by the SS&SP.

B. Conduct of Examination Phase:

17 Test Centre Administration to Conduct Examination

Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
Operating System	Windows XP Professional, Windows 7/10 or equivalent with appropriate Service Pack
Browser	Internet Explorer 7.0 or above compatible with above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' USB disabled; Keyboard disabled during exam after login



वरिष्ठ प्रशासनिक अधिकारी Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसंघान संस्थान

Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above
RAM	4GB or higher
Screen resolution	1024 X 76
Operating system	Compatible for candidates' systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes Degraps time for question/page loading must be less.
•	 Response time for question/page loading must be less than one second All responses to be acted upon in real_time

- (i) To arrange, test and set-up at least One (01) Bio-Metric Device and One (01) Web Camera to capture finger print, thumb impression and photograph for each set of 30 candidates before the examination session. The bidder shall capture photograph & signature of the examinees and reconcile (match) it with the photograph and signature given in the application. Further, the bidder shall also capture finger print and thumb impression of the candidates and match the finger print and thumb impression at the time of skill test/joining, if need for such a verification arises at the time of Counseling/Joining.
- (ii) Final inspection / testing of the Servers installed at all Test Centres and Connectivity at least 1 day prior to the commencement of examination.
- (iii) Ensure availability of the roll sheet and attendance sheet in all the Test Centres along with the list of candidates who would undertake examination in the designated Test Centre.
- (iv) Candidate identification, admission card authenticity check and verification of candidates at the Test Centre entrance gate at least 90 minutes prior to the commencement of Examination.
- (v) To decide about cancellation of registration if any discrepancy found and intimate to IAR1 representative available at the Test Centre.
- (vi) Allocation of seats and allotment of terminals to all eligible candidates should be completed at least 10 minutes prior to the commencement of Examination.
- (vii) Assigning login credentials to the candidates to undertake the test
- (viii) Circulate attendance sheet in all the Test Centres and capture signature of all the Candidates on the attendance sheet during conducting the examination
- (ix) Once the candidates' signatures are captured, the SS&SP shall submit—the—signed attendance sheet to the IARI representative, who will countersign on the attendance sheet
- (x) Provision to allot new Desktop / Terminal to candidate in case of failure of any Node and assist them to undertake the examination with minimum delay
- (xi) Test centre administration and frisking of candidates [including handheld metal detectors] throughout the examination period. CCTV camera recording during entire exam process at test centers (one CCTV camera per ten candidates) installed in such a manner that it covers faces of all candidates with continuous recording throughout the examination—process including frisking of candidates who are to take the test. Recording—is to be handed over to IARI after completion—of examination)

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H. Test Delivery and Monitoring

Test will be delivered only over the intranet at a Test Centre and the candidates will access the test through a computer. The Delivery should only be done on distributed model (i.e. through local intranet-based servers). Centralized internet delivery model will not be accepted.

- (i) Bidder shall provide adequate mechanism to securely transfer question sets—for upload at central server and secure link to transfer the test papers at test centres.
- (ii) Ensure readiness of the Server available both at Test Centre and Examination control Unit (ECU) along with availability of the required internet bandwidth / connectivity and necessary power backup at Test Centres to ensure smooth conduct of the entire examination process
- (iii) Download the participant list who are going to undertake test at the designated test centers
- (iv) Ensure download / push question papers to Test Centres from ECU through 256-bit AES + RSA Encrypted data transfer to various Nodes.
- (v) Application shall have the facility to push various questions based on the request received from the candidates appeared in the exam
- (vi) Application shall provide secured access to the participants / candidates based on the provided login ID / Password to allow the candidates to login to the application and undertake the online assessment exam
- (vii) Application shall have the provision to display same question in jumbling manner to various candidates with various options configured for the questions (questions and option choices to be jumbled ensuring that no two candidates are having same question and option choices at the same point of time)
- (viii) Application shall display only one question on screen at a time with various options
- (ix) Application shall have the facility for navigation between various Questions, ability to navigate to other sections before completing a section or no scroll back, as per needs of IARI
- (x) Application shall have secured storage for answers to questions by candidate
- (xi) Application shall have the facility for instant display of attempted questions anytime during the examination and provision for different color coding for attempted, not attempted, mark for review or no scroll back of questions as per needs of IARI which will be intimated at the time of Examination. Availability of color-blind feature at the time of examination, so that color blind people can take the test, if needed.
- (xii) Application shall have the ability to trace candidates requested questions from test centre and maintain system audit trail.
- (xiii) Application shall have the facility to generate monitoring log / system click by click audit trail on the server for every candidate with his/her IP and Complete traceability of any single candidate's node.
- (xiv) The online assessment exam shall stop automatically after expiry of the scheduled examination duration.

13 | Pag :

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- (xv) Uploading of responses along with audit trail to ECU from the test server after completion of the examination
- (xvi) Scheduling Backup Server to take continuous backup from Main Server at each Test Centre and availability of continuous Back-Up and restoration facility for Business Continuity Planning / Disaster Recovery purpose.
- (xvii) Restart / Resume of Test (in case of node / power /network/ application failure etc.)
- (xviii) In case of Machine, Power or Network Failure, software shall be able to retrieve candidates attempted questions and its responses entered by the candidate fully along with creation of incident report and system audit trail (downtime details, additional time taken by the candidate etc.)
- (xix) Acknowledgement of Exam progress to ECU from Test Centre Superintendent /Technical team

III. Collection of feedback/grievances from candidates

Provision to download / save / burn the participants list at all the test centres, Biometric details, candidates' responses, CCTV footage, system audit trail in DVD (single session disc / non-writable DVD, which cannot be overwritten in future) at the Test Centre as well at the ECU after completion of the examination. Submit three sets of DVDs (single session disc / non-writable DVD, which cannot be overwritten in future), in signed & sealed envelope to IARI on the date of examination.

C. Post Examination Phase:

I. Candidate's Response Evaluation and Result publication (as per the decision /direction of IARI)

- (i) Compilation of all objections received from the candidates and disposal of the same in consultation with IARI authorities.
- (ii) Define cut off criteria and conduct Result Equalization Exercise / Percentile based evaluation of candidates with the help of an expert in the field appointed by the bidder with approval of IARI and required by IARI.
- (iii) Question-wise detailed evaluation of the candidate responses
- (iv) Apply scoring rules and cut-off to arrive at final merit list.
- (v) Generation of result (category and gender wise or in any format as required by IARI) and category-wise merit list based on the rules defined by IARI.
- (vi) Submission of three sets of DVDs (single session disc / non-writable DVD, which cannot be overwritten in future), in signed & scaled envelope to IARI containing Result / Merit list.
- (vii) Assist IARI team to publish category-wise merit list on IARI website / given website.
- (viii) Hand over to representatives of IARI audit trails of all candidates & CCTV footage / video recording of entire exam process within 48 hrs. Of completion of examination and keep a back up copy of the same so as to provide information as & when required by IARI.

II. MIS Reports and other support activities

(i) Analysis of the candidate results and provision for generation of various MIS reports:

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- · Category-wise / Gender-wise / Location-wise / Test Centre-wise
- Other reports as desired by IARI
- (ii) Analyze the test pattern and answering pattern and submit reports on the answering pattern and feedback on question patterns / difficulty level.
- (iii) Preparation and submission of Incident reports (if any).
- (iv) Provide support to IARI team in preparation of Court cases, RTI and other related activities.

D. Time Frame

The indicative implementation plan for this project is provided below:

Step	Step Description	Period			
1.	Finalizing of the project plan	Within one week of Placing the order			
2.	Arrangement and preparation of centre's	At least twenty days prior to Exam date			
3.	Conduct of Mock Test	Two days before the date of Examination			
4.	Go Live to conduct exam	Date of Examination			

Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि व्यक्तिका संस्थान ICAR-Indian Agricultural Rosearch Institute पुसा, नई दिल्ली/Pusa, New Delhi-110 012

Note: The project timelines are based on certain assumptions and may change.

15 | Pag∈

SECTION-IV

BID OPENING, EVALUATION PROCESSAND SELECTION PROCEDURE

- 1. IARI reserves the sole right to accept or reject any or all bids which is incomplete or has been received after the appointed time and date or does not satisfy the qualification criteria specified here under, without assigning any reasons thereof.
- 2. The technical bids shall not be considered for technical evaluation at all unless it is accompanied by the following:
- i. Submission of Earnest Money Deposit of Rs 50,000/-.
 - ii. Submission of Annexure-1 along with Work Orders and satisfactory reports.

The evaluators of the Technical bid shall not have access to the financial bid till technical evaluation is completed. Technical bid will be opened online (only) and evaluation will be done by technical evaluation committee

3. IARI reserves the right to accept or reject any or all tender bids without assigning any reasons thereof.

4. Scoring Model

S.No.	Criteria	Score allocated	Score Bifurcation	Score to be awarded
1.1	Bidder's Profile	15		
1.1.1	Legal Structure		5	
	Partnership /Consortium			03
1	Private Limited			04
	Limited Company			05
1.1.2	Overall IT staff strength (Project Manager/ Developer/ Quality		10	
	Assurance/ Implementation/ Operations) engaged in online examination process (Proof to be submitted)		· .	···.
	Less than 100			03
	100-250			05
1	More than 250			10
1.2	Bidder's certification	30		
1.2.1	CMMi level (Organization)		. 15	
	CMMi level 3 Development	<u>, </u>		07
	CMMi level 5 Development			15
1.2.2	ISO 20000-1	•	07	
	ISO /IEC 20000-1:2011			03
	ISO / IEC 20000-1:2018			07
1.2.3	Services		08	
(i)	Organization should own the source code application software.	 		03

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· ·	(Submit Self-Declaration by Authorized			
	Signatory as proof)			
(ii)	CMMi level 3/5 Service			05
1.3	Bidder's Financial Capability	15		
1.3.1	Average annual turnover from online examination related services for the financial years 2017-2018, 2018-2019, 2019-20		15	
	More than 10 Crore but less than 30 Crore INR 30 Crore INR but less than 50 CroreINR 50 Crore INR and above			05 10 15
1.4	Bidder's experience in CBT	25		
1.4.1	Maximum number of candidates appeared in computer-based examination in single slot completed in India during last three years (17-18,18-19 and 19-20) as on date of bid submission		15	
	20,000 - 30,000 Candidates 30,001 — 50,000 Candidates More than 50,000 Candidates			07 10 15
1.4.2	No of Assignments in computer-based examination (with more than 60,000 candidates in each assignment) completed in India in last three years (17-18,18-19 and 19-20) as on date of bid submission	-	10	
	Up to 7 assignments 8 — 15 assignments More than 15 assignments			05 07 10
1.5	Bidder's Infrastructure Capability	15		
1.5.1	No. of labs/computer centres with facility more than 100 computers (available 24X7) all over India (Proof to be submitted)			
	Upto20 More than 20			10 15

Total Score: 100

Eligibility condition: Bidder scoring less than 75% in the above Technical Score will be deemed as technically ineligible.

5. Evaluation of Bids

A. Technical Evaluation

Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that confirms to all the eligibility and terms and condition of the tender without any material deviation.

17 | Pag.

वरिष्ठ प्रशासनिक अधिकारी
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भा.कृ.अ.प.—भारतीय कृषि अनुसंधान संस्थान
ICAR-indian Agricultural Research Institute
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Technical evaluation will be based on the criteria given below (Total 100 points):

- 1. Bidder's Profile
- 2. Bidder's certification
- 3. Bidder's Financial Capability
- Bidder's experience in CBT
- 5. Bidder's Infrastructure Capability

B. Financial Evaluation

The Financial Bid of only those Bidders who have been found to be technically eligible will be opened. (Online mode in BOQ)

The Financial bids of technically ineligible bidders will not be opened.

The Financial Bids shall be opened online.

There are two parts in financial bid i.e. for examinations of up to 50,000 candidates and for examinations of more than 50,000 candidates. The Financial bids should contain a separate quote for each item in Indian Rupees. Applicable taxes will be paid as per applicable rates of the Government. Rate should be quoted in BOQ format online mode only. Actual payment will be made on the basis of number of candidates /application registered for the exam after removing all duplicate / rejected applications.

C. Evaluation and Comparison of Bids

70 %weightage will be awarded for Technical Evaluation and 30 % weightage will be awarded for Financial Evaluation

Every Technical Bid will be assigned a Technical score (TS) on a scale of 100 points, as per the Scoring Model provided in the previous section.

All the amounts quoted in the Financial Bid will be considered for evaluation of the financial bid. For considering the score, average of two rates quoted in the Financial Bid shall be taken.

Further, the commercial/financial scores would be normalized on a scale of 100, with lowest score being mofmalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of OCBS based evaluation, explained in section below.

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

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

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

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

Composite Score (S) = Ts * 0.70 \pm Fn * 0.30

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

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SECTION-V

General Conditions of Contract

- 1.0 Quotations are invited for conduct of Computer Based Tests for recruitment to various posts under IARI and its Regional Stations/ KVK. The contract shall be initially for a period of Two years which may be further extended for two years on year to year basis, based on satisfactory performance of firm and mutual agreement of the two parties to the contract.
- 1.1 The written examination will be conducted in online mode at Delhi/NCR at different Centres.
- 1.2 The tender bids should be uploaded on CPP portal. The name and signature of bidder's authorized person should be recorded on each page. All pages of the tender shall be numbered and submitted as a package along with forwarding letter on agency's letter head as per Annexure-II. If the bidder gives any misleading incorrect information or try to conceal the facts in their tender or wrongfully create circumstances for acceptance of the tender, IARI reserves the right to reject such a tender bid at any stage.
- 1.3 Late bids i.e., bids received after the specified last date and time for receipt of bids shall not be entertained under any circumstances.
- 1.4 Earnest Money Deposit: EMD of Rs. 50,000/- must be deposited in the form of demand draft/Bank Guarantee/FDR payable to Director. IARI at New Delhi before the last date/time of submission during working hours i.e. 9:30 A.M. to 4:30PM in the Room no. 44. Store Section ,Directorate ,Pusa, IARI, New Delhi -110012. on any working day (except Second Saturday, Sunday and Gazetted Holidays)
- 1.5 The particulars of the earnest money deposited must also be superscripted on the top of the envelope by including the draft/pay order number and date, failing which the bids will not be accepted. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender document. Such bids will be rejected outrightly. The Earnest Money Deposit (EMD) should remain valid for a period of 90 days beyond the final bid validity period. EMD of unsuccessful bidders would be returned to them after the finalization of the tender.
- 1.6 Performance Security Deposit: An amount of Rs 10% of contract value is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit in the form of Fixed Deposit Receipt/ Bank Guarantee from any Scheduled Commercial / Nationalized Bank situated in India, Demand Draft / Pay Order issued from Nationalized Bank situated in India after receiving a communication from the Institute about award of contract, in favour of Director, IARI, New Delhi payable at New Delhi within 10 days of receipt of the order. The Performance Security would be retained by IARI till satisfactory completion of the work assigned and must remain valid till 180 days of the completion of all contractual obligations. In the event of non-deposition of the same, the earnest money will be forfeited.
- 1.7 The EMD would be returned to the successful bidder on receipt of Performance Security. No interest on Performance Security would be payable by IARI under any circumstances.

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- 1.8 No interest on security deposit and carnest money deposit shall be paid by the IARI to the tenderer.
- 1.9 Considering the confidentiality and sensitivity of the work involved, the bidders have to enclose an undertaking on affidavit, duly attested by First Class Magistrate or duly notorized on non judicial stamp paper of Rs 10/-, along with the technical bid to the effect that it would not divulge any details pertaining to the examination to anybody without prior permission of IARI and that it would take necessary preventive measures to ensure that nobody would come to know that the exam is being conducted by them. In case, the work is not awarded to the company, the agency will also have to certify that it would not disclose the name of Company to whom the work would be awarded. The agency will also have to certify that none of the relative/s of the personnel to be deployed for this work would appear for the exam to be conducted by the Agency. Failure to comply the provisions of undertaking, referred hereinabove, would attract a penalty as the IARI may deem fit to impose, including forfeiture of security deposit / Performance Security and termination of contract, and any other action including blacklisting of bidder company and legal proceedings (civil or/and criminal) as deemed fit by the Director of the Institute.
- 1.10 The tenderer is being permitted to give tenders in consideration of the stipulations on his partthat after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the foregoing stipulations, the aforesaid amount of EMD will be forfeited by the IARI. In the event of the offer made by the tenderer not being accepted by IARI, the amount of earnest money deposited by the tenderer will be refunded to him after he has applied for the same, in the manner prescribed by the IARI. An undertaking as per Annexure-Ilis also required to be submitted by the tendering firm.
- 1.11 The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sole proprietor of the firm, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm, if it is a company.
- 1.12 If a tenderer does not accept the offer, after issue of letter of award by IARI within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money shall be forfeited.
- 1.13 In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tenders and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the IARI shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure(s), if any, should be signed by the tenderer.

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विकित्वासनिक अधिकारा Senior Administrative Officer भाःकृ.अ.प.—भारतीय कृषि अनुसंधान र ICAR-Indian Agricultural Researc पूसा, नई दिल्ली / Pusa, New g 4. -

- 1.14 The bid should be in BOQ format and be submitted online only
- 1.15 The applicable taxes which is as per the rules of the Govt, of NCT of Delhi/Govt, of India shall be deducted at source from the bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
- 1.16 Acceptance by the IARI will be communicated by e-mail/Fax/Registered letter or any other form of communication. Formal letter of acceptance and work order to the tenderer will be forwarded as soon as possible, but the instructions in the form of e-mail/Fax/Registered letter etc. should be acted upon immediately.
- 1.17 The IARI does not pledge itself to accept the lowest or any other tenders and also reserves to itself the right of accepting the tenders whole or in part keeping in view valid reasons. Conditional bids / tenders will not be accepted and will be summarily rejected.
- 1.18 The IARI reserves the right to modify any of the terms and conditions of the contract, at its discretion, in the interest of the job/work, before or after the opening of bids.
- 1.19 Successful Bidder/tenderer will have to enter into a detailed contract agreement with IAR1 on non-judicial stamp paper of Rs10/- for work as per draft agreement enclosed at Annexure-III. The terms and condition/s of this tender document shall be read as part of proposed agreement, in case the same has/have not been expressly incorporated therein.

2. Payment

The payment would be made on successful completion of the examination related activities as per following schedule/pattern upon furnishing of bills by the agency:

30 % of the total payment due	On successful testing & Conduct of					
	online Examination at all Centres					
40 % of the total payment due	On satisfactory declaration of result					
30 % of the total payment	After submission of requisite MIS reports etc					

Applicable Taxes will be deducted at source from the bills as applicable. The Agency must furnish its PAN number and GST number

3.Other Conditions of the Tender:

3.1 Standard of performance

The Bidder shall provide the services and carry out its other obligations under the agreement withduc diligence, efficiency, economy, confidentiality, promptness and techniques. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the IARI. The Bidder shall always support and safeguard the legitimate interests of the IARI in any dealings with the third party. The security of the system should be full proof and shall be treated as "not full proof, where unauthorized persons being able to access/infiltrate into the system. The system may be the application software or a process adopted by vendor/bidder. The vender/bidder shall be liable to pay to the IARI for any financial losses by way of some of system and process failure.

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21 | Page

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3.2 Performance Security

Within 10 days of the Bidder's receipt of notification of award, the Bidder shall furnish a sum of Rupees equal to 10% of contract valueas performance security valid up to 180 days after the date of completion of the contract or till the settlement of all claims whichever is later. The proceeds of the performance security shall be payable to the IAR1 as compensation for any loss(es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by IAR1 for failure.

The Bidder has to deposit this security in the form of Bank Guarantee of a Scheduled Commercial /Nationalized Bank FDR/Demand Draft /Pay order in favour of Director, IARI. The Performance Security will be discharged by the IARI and returned to the Bidder within 30 days following the date of completion of the Bidder's performance obligations or up to expiry of contract period, whichever is later. In the event of any contract extension, the Bidder shall, within 15 days of such an extension, furnish the amended/ revalidated performance security, rendering the same valid for a period of 30days beyond the extended duration of the contract.

3.3 Governing Language

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

3.4 Consortium

A Company registered in India under the Companies Act. 1956/2013 having single entity or Indian Partnership Act, 1932 or consortium firm(s) fulfilling the following criteria is eligible to apply:

- All the partners of consortium must be registered either under Companies Act, 1956/2013 or Indian Partnership Act, 1932.
- Turn over: The bidder or any of the consortium firm should have average annual turnover of Rs 10 Crore or more in the last 3 financial years (2017-18, 2018-19, 2019-20) as per audited P&L (Profit & Loss) account.

• Experience:

- a. The bidder or the consortium firms should have executed minimum of 5 (five) projects of similar nature during the last three years and thereafter successful conduct of examination with a minimum of 20,000 candidates in a single slot. Photocopies of work orders and satisfactory performance report from the user Department need to be attached; otherwise bids will be treated invalid.
- b. All consortium firm(s) should notify among themselves one entity as lead bidder.

The proposal made on behalf of a consortium must include signed statements by an authorized officer of each organization participating in the consortium agreeing that the proposal is binding on each of them. The leadership role should be clearly mentioned and rolled out. The participating organizations constituting the said consortium for agreeing to participate in the bidding on the terms and conditions of the tender shall be jointly liable for the performance of all of the consortium's obligations under this proposal. The IARI would interact only with the

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lead bidder who would be fully responsible for carrying out or enforcing the conditions of the Contract.

3.5 Penalty Clause / Liquidated Damage

If at any stage before or after the award of contract, it comes to the notice of IARI that the company has concealed or manipulated / fabricated any information to mislead the IARI, claim of such companies whatsoever, will be summarily rejected and any money deposited in the form of EMD, Performance Security, etc. will be forfeited and such firm shall also be blacklisted for future examinations.

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely andentirely attributable to the bidder and not in any way attributable to the delay on the part of IARI, a penalty @ 20% of the bid value of the delayed stage of the item, 0.2% per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the IARI, to account for the delay.

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

Moreover, if the service providing agency does not provide any of the facilities mentioned above, penalty will be imposed to it on the basis of feedback received from the IARI representative deployed at Centre and it may be <u>up to 20% of quoted rates</u> for each deficiency, after issue of a written show cause notice to the agency.

Failure of online examination process at any stage during the entire course of the examination will entail a penalty of 100% of the Project cost and the agency will have to submit an undertaking to this effect.

3.6 Prices

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

3.7 Sub-contracts

The Bidder shall not assign / transfer / subcontract the awarded contract or part there of without written consent of the IARI, New Delhi.

3.8 Delays in the Bidder's Performance

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as notified from time to time by IARI to the bidder and will become the forming part of the Contract Agreement. The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the IARI in writing the fact of the delay, it's likely duration

प्रियाची प्रशासनिक अधिकारी
Senior Administrative Officer

23 | Dage

and its cause(s). The IARI will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work, but in no case, extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unlesschanged by the IARI on its own. Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

3.9 Termination for Default

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

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

In the event of the IARI terminating the contract in whole or in part, the IARI may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the IARI for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated. The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to IARI for which payment has been made. The Bidder may request IARI to withdraw items, for which payment has not been made. No consequential damages shall be payable to the bidder in the event of termination. In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited. In case of suspension/termination, the bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

3.10 Termination for Insolvency

The IARI may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the IARI. If during the pendency of this contract, any insolvency proceeding is initiated against the agency/ firm, the agency shall immediately inform in writing about the complete details of the proceeding to the IARI and IARI may take appropriate action as deem fit.

3.11 Suspension

The IARI may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 10 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension

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

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24 | Pag €

The IARI may engage some other agency for the completion of suspended work, which will be carriedout at the risk, and cost of the Bidder.

3.12 Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the IARI's business or operations without the prior consent of the IARI.

3.13 Intellectual Property Rights

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

3.14 Force Majeure

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

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicablehere. The decision of the IARI, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify to the IARI in writing, of such conditions and the cause thereof. Unless otherwise directed by the IARI in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The IARI may, terminate this agreement by giving a written notice of a minimum 10 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 10 days. Force Majeure does not include insufficiency of funds, any event which is caused by the negligence or any event which a party could reasonably have been expected to foresee or overcome in carrying out of its obligations.

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3.15 Applicable Law and Statutory Obligations:

The workers employed by the Agency to perform the contract, shall be the employees of the Agency and the Agency alone shall be liable to pay the wages and all other payments as may be due to the workers and IARI shall in no way be liable for the same. The Agency shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract and the Agency shall also indemnify IARI for any claims whatsoever made by such workers against IARI in that behalf.

IARI shall not be responsible for death, disablement, injury, accident to Agency's employees, which may arise out of and in the course of their duties with the Agency. IARI shall not be

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liable to pay any damages or compensation to the Agency's employees. The same are to be paid by the Agency as per the provisions of Law.

The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

3.16 Indemnity Clause:

The bidder agrees to indemnify IARI for, and to hold IARI harmless from any loss or expenses that may sustain or incur as a consequence of default by bidder in performing its obligations indicated in the tender document/s. The bidder company agrees to indemnify the IARI and save it harmless against any and all liabilities, including the judgments, costs, reasonable counsel fees or/and for anything done or omitted by it in the execution of its obligation mentioned in tender documents/agreement.

3.17 Resolution of Disputes:

Decision of Director, IARI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Secretary, ICAR. The decision of the sole arbitrator, so appointed, shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and cost of the arbitration shall be borne by the party/parties, as the case may be, who is willing to resort the arbitration. The place of arbitration shall be the IARI Directorate, Pusa Campus, New Delhi-110012.

3.18 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi only.

3.19 Local Conditions

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

3.20 Responsibilities of the Bidder:

The bidder shall be responsible for the successful conduct and processing of online examination (Computer Based Test) as per the terms and specification and direction of IAR1.

3.20 Interpretation

In these Terms & Conditions:

> References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.

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ICAR-Indian Agricultural Research Institute
पुसा, नई दिल्ली/Pusa, New Delhi-110 (*)

- Réferences to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- > The headings are inserted for convenience and are to be ignored for the purposes of construction.
- ➤ Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified in such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- > In case of any inconsistency between this tender and the Bid made to IARI, the terms of this Tender shall prevail.

प्रशासनिक अधिकारी

Senior Administrative Officer भा.कृ.अ.प.—भारतीय पृतंषे अनुसंधान संरथान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्ली / Pusa, New Delhi-110 012

SCHEDULE-I

Technical Bid

PART-I

- 1. Name of the Firm/Agency
- 2. Full address with Post Box No. and telephone no. if any.
- 3. Constitution of the firm/ agency (Attached copy)
- (i) Indian Companies Act, 1956/2013
- (ii) Indian Partnership Act, 1932 (please give names of partners)
- (iii) Consortium:

4.

- (i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender.
- (ii) If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration.
- (iii) If the answer to point (I) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner(s)
- (iv) If the answer to point (iii) is affirmative, indicate the composition of the consortium
- Name, address, tel. no. of the proprietor/ Partner of the agency/firm or if it is a company, the same details of the Director(s) of the company
- Address of office in the National Capital Region (NCR).
- 7. Name and full address of your banker (copy of First Page under cover to be uploaded)
- 8. Your Permanent Account No. (PAN) (copy of PAN to be uploaded)
- 9. GST Registration No.

प्रकार प्रकार किया है विल्ली / Pusa, New Delhi-110 012

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- 40. Date of establishment of the agency/firm/company
- 11. Any other relevant information

PART-II

- 12. Scanned copy of DD/Pay order of Earnest Money Deposit (EMD).
- Scanned copy of Registration Certificate of the firm under Indian Companies Act 1956/
 Indian Partnership Act 1932
- 14. Scanned copy of the profile of the Agency/Tenderer
- 15. Scanned copy of list of clients including PSUs, Educational Institutions/ Central Government/State Government etc. where similar jobs are executed in last three (03) financial years with copy of self attested work orders along with scanned copies of satisfactory services report, minimum five (5) projects of similar nature, with details in enclosed tabular form (Annexure-1).
- 16. Scanned copy of list of centres & Infrastructure facilities available on All India Basis.
- 17. Scanned copy of confirmation of testing system compliant with ISO 27001.
- 18. Scanned copy of 'safe to host' certificate by CERT-in empanciled agency.
- 19. Scanned copy of CMMi Level 3/5 certification if available.
- 20. Scanned copies of the satisfactory services where the tenderer is providing the services for each of the last three financial years.
- 21. Scanned copy of duly audited balance sheet of the firm during each of the last three financial years by Chartered Accountant/ Chartered Accountant firm.
- 22. Scanned copy of the audited document to show that the turn-over from the online exam and profit & loss account to the satisfaction of the IARI, as per criterion listed in Section-II.
- 23. Scanned copies of Income Tax and GST Registration Certificates and latest Income Tax Return submission copy & PAN Card copy.
- 24. An Undertaking as per ANNEXURE-II duly attested by Notary on a non-judicial stamp paper of value of Rs. 10/- regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years, etc.
- 25. Scanned copy of a Certificate as per para 1.9 of Section-V of this tender document.

Date:

Place:

AUTHORISED SIGNATORY

Please add supplementary pages duly numbered wherever needed by the Tenderer.

वरिष्ठ प्रशासनिक अधिकारी
Senior Administrative Officer
भा.कृ.अ.प.—भारकिः लागि अनुसामन संस्थान
ICAR-Ind ar संश्यान
पूसा, नर्: ...sa, New Delni-110 012

(in BOQ mode)

SCHEDULE-II

FINANCIAL BID

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ANNEXURE-I

Details of the Project executed /work done in the last 3 years along with satisfactory report strictly as per criterion in Section-II

S.No.	Name of the Deptt./Organization &	Per	iod	Examination Remarks conducted for	
	Name of contact Person with Ph. No.	From	To	the candidates	
					•
					:

(Authorized Signatory)

वरिष्ठ प्रशासनिक अधिकारी

Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसधान संस्थान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्लो / Pusa, New Delhi-110 012

* *

UNDERTAKING

F.No
Tenders for CONDUCT OF ONLINE COMPUTER BASED TEST(CBT) FOR RECRUITMENT TO THE POSTS UNDER INDIAN AGRICULTURAL RESEARCHINSTITUTEAND ITS REGIONAL STATIONS/KVK
Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office
Telephone No.
Telegraphic Address/FAX/ Cellular No.
E-Mail Address
From :
To,
The ICAR-IARI, Pusa New Delhi-110 012 Sir, I/we have read all the particulars regarding the general information and other terms and conditions
of the contract for CONDUCT OF ONLINE COMPUTER BASED TEST (CBT) FOR RECRUITMENT TO THE POSTS UNDER INDIAN AGRICULTURAL RESEARCH INSTITUE AND ITS REGIONAL STATIONS/KVK:
I/We hereby submit our tender for Online Examination Computer Based Tests: Conduct and Processing for Examination of the IARI, New Delhi.
I/We have enclosed the earnest money deposit in the shape of demand draft of Rs(Refundable) in the name of the Director, IARI payable at New Delhi, Demand Draft .No dated issued from Bank . Pay order/ DD No of Rs drawn in favour of Director, IARI and payable at New Delhi has been submitted to your office on(date) on account of tender cost form.
I/We hereby agree to all the terms and conditions, stipulated by the IARI, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
I/We undertake that penalty amounting to 100% of the Project Cost will be imposed on us in case of failure of online process at any stage during the entire examination process at any test centre.
I/We have noted that overwritten entries shall be deleted unless duly struck out& re-written and

initialed. Tenders are duly signed (No thumb impression should be affixed).

32 | Page

Sandon Sandon Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुसंधानं संस्थान ICAR-Indian Agricultural Research Institute पसा. नई दिल्ली/Pusa, New Delhi-110 012

I/We certify that no FIR has been lodged by any person/agency, no charge-sheet has been filed by Police or any other investigating agency and no criminals case or/and proceedings is pending against it before any court of law and the company has never been found guilty by any court of law in connection with examination related activities.

I/We certify that no process of blacklisting is pending against it and no-show cause notice for blacklisting has been received and pending at present. The company has not been blacklisted by any agency during last three years (commencing w.e.f. the date of publication of this Tender) in connection with examination related activities.

I/We certify that company would not divulge any details pertaining to the examination to anybody without prior permission of IARI and that it would take necessary preventive measures to ensure that nobody would come to know that the exam is being conducted by them. I/We certify that none of the relative/s of the personnel to be deployed for this work would appear for the exam to be conducted by the Agency.

I/We agree that failure to comply the provisions of undertaking, referred hereinabove, would attract a penalty as the IARI may deem fit to impose, including forfeiture of security deposit / Performance Security and termination of contract, and any other action including blacklisting of bidder company and legal proceedings (civil or/and criminal) as deemed fit by the Director of the Institute.

I/We certify that in case, the work is not awarded to the company, the company/firm would not disclose the name of Company to whom the work would be awarded.

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

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

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

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

I/We have gone through all terms & conditions of the tender documents before submitting the same and accept the same and shall provide the best services strictly in accordance with these requirements.

I/We undertake to not to divulge any details pertaining to the examination to anybody without priorwritten permission of IARI.

I/We undertake to inform to IARI in writing about the details of insolvency proceedings that are initiated against us/ firm.

I/We undertake that if the firm fails to perform any of the terms and conditions of this agreement or commits breach of the contract, IARI shall cancel/ terminate the contract and forfeit the security deposit and the performance security, and such other suitable legal action may be initiated by the IARI against the firm which IARI seems suitable.

प्रिक्ष प्रशासनिक अधिकारी Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृति -- I/We undertake to communicate promptly to IARI any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India/Govt. of NCT of Delhi including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize IARI to approach individuals, employees, firms and corporations to verify our competence and general reputation.

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

Date:

Signature of witness:

Name &Designation of witness

Address:

Yours faithfully,

Signature & Seal of the Tenderer

Telephone No. Office: Res.:

Mobile:

Senior Administrative Officer भाकृ.अ.प.—भारतीय कृषि अनुराधान रास्थान ICAR-Indian Agricultural Research Institute पूसा, नई दिल्ली / Pusa, New Delhi-110 012

DRAFT SPECIMEN AGREEMENT

This agreement is made at New Delhion (month/year) day of between Indian
Agricultural Research Institute (hereinafter called IARI) through (designation of the
competent authority in IARI) which term shall include its successors, assignees etc. on
(hereinafter called the First Party or/and IARI) and(name& address of the firm)
(hereinafter called the Second Party or/and firm) which term shall include its authorized
representatives, successor, assignees etc. on the other part

Whereas the IARI has decided to assign a contract of Online Examination, for various post under IARI and its Regional Stations/KVKat different Centre all over the Country to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

- 2. The firm shall be responsible for annual work contract for providing all services as given under Scope of work in Section-III of the tender document.
- 3. All personnel posted for performance of awarded work shall at all times and for all purposes be deemed to be employees of the firm and the IARI shall have no liability on this account in any manner.
- 4. That the Firm shall ensure that all persons deployed at IARI premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 5. The IARI shall have the right to ask for the removal from its premises any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the IARI.
- 6. The deduction of income tax from the bills of the agency will be made at source as per rates applicable from time to time.

7. Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the IARI's business or operations without the prior consent of the IARI.

8. Intellectual Property Rights

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

35 | Page

Clandon प्रशासनिक अधिकारी प्रशासनिक अधिकारी भा कृ.अ.प.—भारतीय कृषि अनुसंधान संस्थान ICAR-Indian Agricultural Research Institute

9. Force Majeure:

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

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foresecable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive measures for fire breakdown must be followed otherwise will not be applicable here. The decision of the IARI, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify to the IARI in writing, of such conditions and the cause thereof. Unless otherwise directed by the IARI in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The IARI may, terminate this agreement by giving a written notice of a minimum 10 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 10 days. Force Majeure does not include insufficiency of funds, any event which is caused by the negligence or any event which a party could reasonably have been expected to foresee or overcome in carrying out of its obligations.

10 Applicable Law and Statutory Obligations:

The workers employed by the Agency to perform the contract, shall be the employees of the Agency and the Agency alone shall be liable to pay the wages and all other payments as may be due to the workers and IARI shall in no way be liable for the same. The Agency shall also comply with all the provisions under the laws of the land pertaining to its workers and their employment for the purpose of performing the contract and the Agency shall also indemnify IARI for any claims whatsoever made by such workers against IARI in that behalf.

IARI shall not be responsible for death, disablement, injury, accident to Agency's employees, which may arise out of and in the course of their duties with the Agency. IARI shall not be liable to pay any damages or compensation to the Agency's employees. The same are to be paid by the Agency as per the provisions of Law.

The Agency shall comply with all the Central, State and Municipal Laws & Rules and shall be solely responsible for the implementation of the provisions of the various Labour Laws and Rules there under and other statutory regulations, rules that are in force.

11. Indemnity Clause:

The bidder agrees to indemnify IARI for, and to hold IARI harmless from any loss or expenses that may sustain or incur as a consequence of default by bidder in performing its obligations indicated in the tender document/s. The bidder company agrees to indemnify the IARI and save it harmless against any and all liabilities, including the judgments, costs, reasonable counsel fees or/and for anything done or omitted by it in the execution of its obligation mentioned in tender documents/agreement.

विष्ठ प्रशासनिक अधिकारी
विष्ठ प्रशासनिक अधिकारी
Senior Administrative Officer
भारतीय कृषि अनुसंधान राहेः
भारतीय कृषि अनुसंधान राहेः
।CAR-Indian Agricultural Research Institute
पूसा, नई दिल्ली / Pusa, New Delhi 1

12. Resolution of Disputes:

Decision of Director, IARI shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director General, ICAR. The decision of the sole arbitrator, so appointed, shall be final and binding on all the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and cost of the arbitration shall be borne by the party/parties, as the case may be, who is willing to resort the arbitration. The place of arbitration shall be the IARI Directorate, Pusa Campus, New Delhi-110012.

13 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi only.

- 14. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work
- 15. That in case the firm fails to fulfill any of the terms and conditions of this agreement or commits breach of the contract, IARI shall cancel/ terminate the contract and forfeit the security deposit and the performance security and initiate such other suitable legal action as the Institute may deem fit against the firm/ agency.
- 16. The contract is subject to the conditions that the Firm shall comply with all the laws and byc-laws of Central Govt. / State Govt. / NCT of Delhi as applicable relating to this contract.
- 17. In case of any loss or damage to the property of IARI which is attributable to the firm, the full damages will be recovered from the firm as decided by IARI.
- 18. The firm shall not transfer its right or sub- contract to anyone else.
- 19. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- 20. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
- 21. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.
- 22. The terms mentioned in tender document shall be read as part of the agreement, in case the same has/have not been expressly incorporated therein.

Note: The terms and condition/s of tender document or/and this draft agreement are interim in nature and which may suitably be modified in consonance with terms mentioned in tender document at the time of signature on the same.

PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE (as stipulated in Section-V of the tender document)

Kiandon

वरिष्ट प्रशासनिक अधिकारी

Senior Administrative Officer भा.कृ.अ.प.—भारतीय कृषि अनुराधान संरथान ICAR-Indian Agricultural Research Institute पुसा, नई दिल्ली/Pusa, New Delni-110 012

The decision of the competent authority at IARI shall be final and binding on the contractor/agency in respect of any clause covered under the tender, contract and any matter incidental to the tender or / and contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(For IARI)

(Name & Address of the firm)

Witness:
1. ______
2. ____
(Name & Address of Witness)

वरिष्ठ प्रशासनिक अधिकारी Senior Administrative Officer भा.कृ.अ.प.-भारतीय कृपि अनुसंधान संस्थान

ICAR-Indian Agricultural Research Institute पूरा, नई दिल्ली / Pusa, New Delhi-110 012

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