



**Government of India
Staff Selection Commission**

Request for Proposal

for

**Selection of Service Provider for Exam Monitoring Unit (EMU)
for Computer Based Examinations**



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Abbreviations used in this document

Abbreviation	Meaning
ARC	Administrative Reforms Commission
CAA	Content Authoring Agency
CAT	Content Authoring Tool
CC-SP	Content Creation Service Provider
CBT-SP	Computer Based Test Service Provider
CBT	Computer Based Test / CBE: Computer Based Examination
CPP	Central Public Procurement Portal
CR	Central Region
DC	Data Centre
DR	Disaster Recovery
DSC	Digital Signature Certificate
ECA	Exam Conducting Agency
EMD	Earnest Money Deposit
ER	Eastern Region
FQ	Functional Requirement for Question Bank
GFR	General Financial Rules 2017
KKR	Kerala Karnataka Region
KPI	Key Performance Indicator
MPR	Madhya Pradesh Region
MSA	Master Service Agreement
NDA	Non Disclosure Agreement
NER	North-Eastern Region
NR	Northern Region
NWR	North-Western Region
PBG	Performance Bank Guarantee
PWD	Person with Disability
Q-UID	Question Unique ID
RFP	Request for Proposal
RFE	Request for Empanelment
SLA	Service Level Agreement
SME	Subject Matter Experts
SOP	Standard Operating Procedure
SR	Southern Region
SSC	Staff Selection Commission
SSL	Secure Socket Layer
W3C	World Wide Web Consortium
WR	Western Region



1. Part 1: Functional inputs

1.1 Introduction

The Staff Selection Commission is one of the largest recruiting agencies of the Government of India, in terms of number of applicants. The Commission is mandated with the task of making recruitment to all Group 'B' (Non-Gazetted) and Group 'C' (Non-Technical) posts in various Ministries / Departments of the Government of India and their Attached and Subordinate Offices except those posts which are specifically exempted from the purview of the Commission. In addition, the Commission in the year 2016 was assigned the additional responsibility of making recruitment to Group 'B' (Gazetted) posts of Assistant Accounts Officer and Assistant Audit Officer for the Indian Audit and Accounts Department.

1.2 Headquarters

The Staff Selection Commission has its Headquarters in New Delhi. It has a nationwide network of nine Regional Offices located at Prayagraj (Allahabad), Bengaluru, Chennai, Guwahati, Kolkata, Mumbai, New Delhi, Chandigarh and Raipur. The Regional Offices implement the policies and programmes of the Staff Selection Commission which includes holding of examinations at various centres all over the country with the assistance of the State Governments.

1.3 Functions of SSC

- (I) The Commission is mandated to conduct seven All India Open Competitive Examinations in a year, viz.
 - i. Combined Graduate Level Examination,
 - ii. Combined Higher Secondary (10+2) Level Examination,
 - iii. Junior Engineers (Civil, Mechanical, Electrical and Quantity Surveying & Contract) Examination,
 - iv. Sub-Inspector in Delhi Police and Central Armed Police Forces Examination;
 - v. Junior Hindi Translator, Junior Translator and Senior Hindi Translator.
 - vi. Multi-Tasking (Non-Technical) Staff and Havaladar (CBIC & CBN) Examination.
 - vii. Stenographers' Grade 'C' & 'D' Examination.
- (II) Besides, the Commission also conducts three Limited Departmental Competitive Examinations for promotion from:
 - i. Multi-Tasking Staff (MTS) to Lower Division Clerk (LDC) Grade,
 - ii. Lower Division Clerk (LDC) to Upper Division Clerk (UDC) Grade, and
 - iii. Stenographer Grade 'D' to Stenographer Grade 'C'.
- (III) The Commission also makes recruitment to Selection Posts, i.e. isolated posts in different Ministries / Departments and Attached and Subordinate Offices of the Government of India, which are not covered by the All-India Open Competitive Examinations and have essential qualifications specific to the job requirement. These posts were earlier filled through interviews only. As interviews for lower-level posts have been dispensed with by the Government of India with effect from 01.01.2016, the said posts are now being filled through Computer Based examinations,



conducted in the format of Objective Type Multiple Choice Questions.

IV. In addition, non-mandated examinations are also being conducted by the Commission on the specific directions of the Government. Two of such examinations are:

- i. Constable (GD) in CAPFs, SSF, Rifleman (GD) in Assam Rifles Examination and Sepoy in NCB Examination.
- ii. Constable (Executive)-Male & Female in Delhi Police Examination.

For these examinations, the Commission enters into a Memorandum of Understanding (MoU) with the Ministry/Department concerned.

For additional details, please refer to <https://ssc.nic.in>.

1.4 Key activities in the conduct of exams

- a) **Management of applications from candidates:** This activity is carried out through SSC's portal which includes the following activities:-
 - i. Receipt of applications from candidates
 - ii. Scrutiny of applications
 - iii. Issuance of Admission Certificates
- b) **Question Bank /Content Creation:** This part of the exercise involves creation of Question Bank referred to as the content. The scope of work for Content Creation exercise is available in the RFP for 'Empanelment of Service Provider for Content Authoring Agency (CAA) for creation of Question bank for Computer Based Examinations'. Content shall be available in English, Hindi, and Regional Languages (as defined in the Schedule-VIII of the Constitution of India).
- c) **Software for handling Questions:** Creation of questions/content and their submission are the key activities to be handled through a software system namely Content Authoring Tool. The secured access to this software will be provided to the question creating agency for their timely delivery. The scope of the work for the software is available in the RFP for Identification of Service Provider (SP) for Supply of Software, Implementation and Support for Content Authoring Tool (CAT) for Question Bank Creation.
- d) **Conduct of Computer Based examination:** Once the questions are made available securely in a central system, Computer based examinations are conducted at various centres across the country. The scope of work for conducting computer based examination is available in the RFP for Identification of Service Provider(s) to conduct Computer Based Test (CBT) for Staff Selection Commission.

Note: This RFP is being floated to identify a service provider who will assist SSC in monitoring the entire examination process. The examination process can be broadly broken down into pre-exam phase, during exam phase and post exam phase. The detailed scope of work is enumerated in chapter 3 of this RFP.



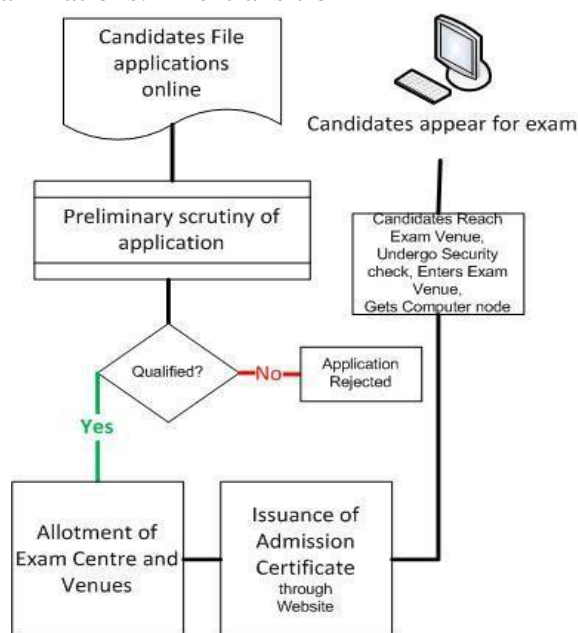
2 Objective of this Exercise

2.1 Objective of this Exercise

In the initial stages of SSC's operations, competitive examinations for recruitment to various posts of the Government of India and its Attached and Subordinate Offices were held in traditional paper and pencil mode. The system matured from paper and pencil mode of examinations to Optical Marks Recognition (OMR) based examinations where exams were conducted for prospective candidates on a pre-formatted answer code-sheet which was later evaluated through automated machines.

Since June 2016, the Commission adopted a computer-based mode of examination for conducting its objective type multiple choice examinations. The transition to this mode of examination was swift and comprehensive and thereafter all objective type multiple choice examinations are being conducted in the computer-based mode. Under this dispensation, eligible candidates appearing for competitive examinations register themselves through an online system. Their admission certificates are issued by SSC at a prescribed time after allotment of examination venues. The candidates appear for examinations at the assigned examination venues at the allotted date and time.

The process of conduct of examination is depicted in the diagram here.



The RFP envisages to select a Service Provider for undertaking the following components in order to fulfil the objectives of the proposed exercise of exam monitoring for the exams conducted by the Commission.

SSC is availing services of an exam conducting agency (ECA) to conduct computer-based exam. ECA brings their own software, manpower and exam centres. The major control on exam related activities remains with ECA.

To strengthen examination process and improve transparency and fairness in the examinations, it is important to have checks and balance in the entire value chain which is driven by ECA. SSC intends to set up an exam monitoring unit for better planning, conduct and monitoring of examinations. The EMU shall provide technical assistance, expertise, analysis, and recommendations to SSC to conduct exam as per best industry practices. Following are objectives to on-board EMU:

- I. Use modern technology to improve exam security across various exam stages (pre, during and post)



II. Monitor SLA's of CAA, CAT, ECA, Jammer Service Provider and any such agencies involved in the examination.

3 Scope of Work

Full contents of Chapter 3 (Page No. 10 to 15) will be shared with the prospective bidders on submission of Non Disclosure Agreement as per Annexure-10.1 on the letterhead of the bidder.



4 Indicative Examination Data

4.1 Details of Examinations conducted by SSC *

#	Examinations conducted in 2021-22 & 2022-23	Registered
		Candidates
1	Combined Higher Secondary (10+2) Level Exam, 2020 (Tier 1)	38,98,378
2	SI in Delhi Police CAPFs and Assistant Sub Inspector in CISF Exam (Paper II) 2019	5,961
3	Combined Graduate Level (Tier 1) Exam 2020	22,09,867
4	Combined Graduate Level Examination 2019 Skill Test	27,388
5	Multi-Tasking Non-Technical Staff Exam Paper 1, 2020	45,34,810
6	Stenographer Grade C & D Exam 2019 Skill Test	9,007
7	Combine Higher Secondary (10+2) Level Exam 2019 (Skill Test)	28,514
8	Sub Inspector in Delhi Police and CAPFs Exam Paper II 2020	5,572
9	Stenographer Grade C and D Exam 2020	5,12,172
10	Constable GD in CAPFs, NIA, SSF and Rifleman GD in Assam Rifles Exam 2021	71,74,579
11	Senior Secretariat Assistant/UDC Limited Departmental Competitive Exam 2017 Paper 1	80
12	Junior Secretariat Assistant/LDC Limited Departmental Competitive Exams 2018 Paper 2	958
13	Combined Graduate Level Examination (Tier-I), 2020 Tier 2	1,14,070
14	Selection Post Examination Phase IX 2021 Matriculation	6,36,749
15	Selection Post Phase IX 2021 Higher Secondary	2,87,025
16	Selection Posts Exam Phase IX 2021 Graduate	2,47,054
17	Combined Graduate Level Examination 2021 Tier 1	20,80,473
18	Combined Higher Secondary Level Examination 2021 Tier 1	38,55,152
19	Multi-Tasking Non-Technical and Havaldar (CBIC & CBN) Paper 1, 2021	39,33,119
20	Selection Post Examination Phase X and Ladakh 2022 Matric	3,89,985
21	Selection Post Examination Phase X and Ladakh 2022 Higher Secondary	2,39,068
22	Selection Post Examination Phase X and Ladakh 2022 Graduation	1,65,527
23	Combined Graduate Level Examination 2021 Tier II	2,70,411
24	Junior Hindi Translator, Junior Translator, Senior Hindi Translator 2022 Paper 1	9,965
25	Sub Inspector in Delhi Police and CAPFs Exam Paper 1 2022	7,49,577
26	Junior Engineer (Civil, Mechanical, Electrical and Quantity Surveying & Contract) 2022 Paper 1	6,42,628
27	Stenographer Grade C & D 2022 CBE	5,27,902
28	Combined Graduate Level Examination 2022 Tier 1	34,83,411
29	Constable GD in CAPFs, NIA, SSF and Rifleman (GD) in Assam Rifles 2022	54,39,032
30	Combined Graduate Level Examination 2022 Tier II	3,60,112
31	Combined Higher Secondary (10+2) Level Exam, 2022 (Tier 1)	32,80,868
SUMMARY		
	Total for Financial Year 2021-22	1,96,92,184
	Total for Financial Year 2022-23	2,89,10,641
	Grand Total	4,86,02,825

* Both column 2 and 3 are indicative and do not in any way bind SSC to either the exams or the number of candidates.



PART II – SUBMISSION PROCESS



5 Part II – Submission Process

This section of the RFP comprises of the bidding guidelines, instructions to the bidders, evaluation criteria, formats for bid response etc. The bids are invited by the Staff Selection Commission (SSC) for selection of Service Providers for Exam Monitoring Unit (EMU) for Computer Based Examinations. The bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. This Section provides general information about the Issuer (SSC), important dates and addresses for submission of the bids.

5.1 Issuer

This RFP is being issued by the Staff Selection Commission, New Delhi.

5.2 Contact Person

Deputy Secretary (General), SSC (HQ) (email: sogen-ssc@gov.in) will be the contact person for this project. For all queries related to the bid, Under Secretary (General), SSC (HQ) (email: sogen-ssc@gov.in) may be contacted. The reply to the queries will be given by the internal Committee headed by the Controller of Examination, SSC.

5.3 Address for correspondence:

Deputy Secretary (General, SSC)
Staff Selection Commission,
Block No. 12, CGO Complex,
Lodhi Road, New Delhi-110003

5.4 Request for Proposal Data Sheet

S. No.	Important Information	Details
1.	Publication of RFP Document	25/01/2024 (Thursday)
2.	Complete RFP document can be obtained from	Deputy Secretary (General), SSC-HQ, Block-12, CGO Complex, Lodhi Road, New Delhi on submission of Non-Disclosure Agreement (as per Annexure 10.1) on the letterhead of the bidder.
3.	EMD	Rs.25 lakhs.
4.	Date and time of Pre-Bid conference	31/01/2024 (Wednesday) at 11:00 AM
5.	Last date for submission of written queries for clarifications.	02/02/2024 (Friday) till 5:00 PM
6.	Release of responses and clarifications on pre- bid queries	06/02/2024 (Tuesday)
7.	Start Date for receipt of proposals in response to RFP Notice	08/02/2024 (Thursday)
8.	Last date for receipt of proposals in response to RFP notice	19/02/2024 (Monday)



9.	Date and Time of opening of Bids received in response to the RFP notice for successful bidders	20/02/2024 (Tuesday) at 3:00 PM
11.	Date for Technical Presentations and Demonstration	Will be informed to the bidders separately.
12.	Date and Time of opening of financial proposals received in response to the RFP notice	Will be informed to the bidders who qualify technically.
13.	Contact Persons for queries on RFP	Under Secretary (Gen.), SSC (HQ), Block No. 12, CGO Complex, Lodhi Road, New Delhi-110003. (Email: sogen-ssc@gov.in).
14.	Addressee and Address at which proposal in response to RFP notice is to be submitted	<u>CPP Portal:</u> <u>One copy of Technical Bid along with a separate envelope for pre-qualification criteria is to be submitted offline in addition to online submission on CPP Portal.</u> Deputy Secretary (General), Staff Selection Commission, Block No. 12, CGO Complex, Lodhi Road, New Delhi, 110003

5.5 Procurement of RFP

1. The RFP without scope of work and SLA can be downloaded from the CPP portal or from the website of the Staff Selection Commission.
2. Complete RFP document can be collected from the SSC as per Data Sheet (para 5.4) on submission of Non-Disclosure Agreement* (as per Annexure 10.1) on the letterhead of the bidder. The bidders can obtain the Tender document at the address mentioned below: The bidders can obtain the Tender document at the address mentioned below:

Deputy Secretary (General)
Staff Selection Commission, Block No. 12,
CGO Complex, Lodhi Road, New Delhi 110003

{*Note:- The bidders will be provided the copy of RFPs for CBT, CAT and CAA along with the present RFP on production of single NDA}.

3. There is **NO FEE** for the bid documents.

The Tender Document is not transferable to any other bidder. The bidders are expected to examine all the instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required, as mentioned in the RFP documents, or submission of a proposal not substantially responsive to the RFP documents in all respect, shall be at the bidder's risk and may result in rejection of the proposal.

5.6 Bid Clarifications

The bidders need to send their queries on Bid document before the dates as mentioned Under Para-5.4. The clarifications can be sent in writing or by email to the **Under Secretary (General), (email: sogen-ssc@gov.in) Staff Selection Commission, Block No. 12, CGO Complex, Lodhi Road, New Delhi 110003**. The reply to the queries will be given by the internal Committee headed by the Controller of Examination, SSC.



5.7 Pre-Bid Conference

SSC shall host a Pre-Bid Conference, as per schedule mentioned in para 5.4 above, at SSC Headquarter, New Delhi. SSC may incorporate any changes in the RFP, based on suggestions acceptable evolving from interactions on the RFP document, during the pre-bid conference. The decision of SSC regarding acceptability of any suggestion shall be final. It may not be possible at the Pre-Bid Conference to answer questions which are received after the conclusion of the pre-bid conference. However, prospective bidders are free to raise their queries during the meeting. The responses will be conveyed to all the prospective bidders (by way of hosting amendments/ clarifications on the website). The representatives of the bidders may attend the pre-bid conference at their own cost. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed requirements specifically with regard to this RFP. SSC shall provide each bidder with an opportunity to seek clarifications regarding any aspect of this RFP and the project, during the pre-bid conference.

5.8 Issue of Clarifications

SSC at its own initiative or in response to a clarification requested by a prospective bidder(s), can issue a corrigendum. All corrigenda would be published on the website of SSC and the CPP Portal. All such corrigenda shall be binding on all the bidders. The bidders are also advised to visit the aforementioned website, on a regular basis for checking necessary updates in regard to this RFP.

All enquiries from the bidders relating to this RFP must be submitted in writing or by email, exclusively to the contact official of the SSC. Contact details are provided in this RFP. The queries should necessarily be submitted in the following format:

S. No.	RFP Section	RFP Reference Page Number	EMU The RFP requiring clarification	Points of clarification	Remarks/ Suggestions
1					
2					

SSC shall give an appropriate response to queries of the bidders. However, SSC claims no warranty as to the completeness or accuracy of the response on the query thus raised, nor does SSC undertakes to answer all the queries that have been posed by the bidders. All responses given by SSC will be available to all the bidders through the website.



6 Instructions for submission of the Bid

6.1 Instructions

Proposals must be direct, concise, and complete. SSC will evaluate proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP. Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.

6.2 Mode of Submission

Submission of the bid through the CPP Portal only and one copy of the technical bid along with separate envelope containing Pre-qualification criteria is to be submitted offline.

1. SSC will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and is liable to be summarily rejected.
2. Technical proposal should contain only technical information and shall not contain any details related to the commercial values of the project.
3. The proof with technical and commercial proposals, should be submitted along with a certified true copy of the corporate sanctions/approvals specifying the authorized representative of the bidder concerned, to sign/act/execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
4. If any bidder does not qualify in the technical evaluation, the Commercial Proposal will not be opened.
5. The proposals shall be valid for a period of six (6) months from the date of opening of the proposals (180 days from the date of opening of proposals). A proposal valid for a shorter period could be summarily rejected. Bids once submitted cannot be withdrawn by the bidder concerned until the completion of evaluation process.
6. In exceptional circumstances, at the discretion of the SSC, the Commission may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto, shall be made in writing.

6.3 Authentication of Bids

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

6.4 Interlineations in Bid

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

6.5 Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained.



6.6 Proposal Preparation Costs

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

6.7 Supplementary Information/ Corrigendum / Amendment to the RFP

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

6.8 Right to Terminate the Process

SSC reserves the exclusive rights to terminate this bid process without giving any reasons. SSC makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in SSC selecting the bidder concerned, to engage in further discussions and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by the Commission to execute the contract or to continue with further negotiations.

6.9 Language of Bids

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

6.10 Bid Prices

1. Quantities as specified in Cost Tables in this Bid document, would be used for the purpose of commercial evaluation.
2. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications or escalation, on any account whatsoever. However, SSC reserves the right to negotiate the prices quoted in the bid, to effect, an appropriate modification in the



commercial terms and conditions quoted.

3. The Commercial bid should clearly indicate the price to be charged, without any qualifications whatsoever and should exclude all taxes, duties, fees, statutory levies, works contract tax and other statutory charges as may be applicable in relation to the activities proposed to be carried out in the contract concerned.
4. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the Commission. If a change in price is envisaged due to any clarification, revised bid in shall be submitted with prior written permission of the Commission before the time specified for closing of commercial bid.

6.11 Bid Currencies

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

6.12 Bidder Qualifications

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

6.13 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of Rs.25,00,000/- (Rupees Twenty five lakh only) in the form of a Demand Draft/Bank Guarantee issued by any Scheduled bank in favor of the SSC, payable at New Delhi, valid for a period of 225 days from the last date of the bid submission of the RFP. Format of EMD is provided at Annexure-10.2. Alternatively, in lieu of EMD, the bidders may also submit 'Bid Securing Declaration' accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with the Staff Selection Commission. Format of Bid Securing Declaration is available at Annexure-10.7.
2. The Bank Guarantees are to be issued by any Scheduled Bank. In the event of any extensions in the overall process, bidders shall re-submit the Demand Draft/Bank Guarantees for further /225 days, as the case may be.
3. The EMD of all unsuccessful bidders shall be refunded by SSC within two months of a bidder being notified as unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Guarantee.
4. The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
5. The bid submitted without EMD or Bid Securing Declaration shall be summarily rejected.
6. Bidders claiming special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitted their bids under the given category would be required to submit certification issued by



appropriate agency of the Government to substantiate their claim for their benefit hence solicited.

7. The EMD/ Bid Security may be forfeited in the following conditions:
 - a) If a bidder withdraws its bid during the period of validity of the bid
 - b) In case of a bidder being successful in the commercial bidding process if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP.

6.14 Bid Validity Period

1. Period of Validity of Bids

Bids shall remain valid for 180 days from the last date of the bid submission of the RFP. A bid valid for a period less than 180 days shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.

2. Extension of Period of Validity

In exceptional circumstances, SSC may request the Bidder(s) for an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing by the Commission. The validity of EMD shall also be suitably extended.

6.15 Commercial Proposal / Bid Prices

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

6.16 Correction of Error

Bidders are advised to exercise adequate care in quoting the prices. There will be no correction of error allowed after submission of bid by the bidders.

6.17 Prices of Components and Overall Price Information

1. The Bidder shall quote a price for all the components, the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees.
2. No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in cost of labour(s) and material(s), currency exchange fluctuations with international currency or any other cost component affecting the total cost, in meeting the obligations under the contract.
3. The price quoted in the Commercial Proposal shall be the only payment, payable by SSC to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between SSC and the Bidder after negotiations. The price shall be exclusive of all taxes, duties, charges, and statutory levies as applicable.



4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of the Commission.
5. Bidder should provide all prices, quantities as per the format prescribed under **Para 8.4- Commercial Bids**. No field/columns should be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate “NA (Not Applicable)” in all such fields.
6. It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to SSC, its GST registration certificate, and requisite details as per the governing regulations.
7. All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.
8. SSC reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.
9. Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by the Commission. If a change in price is envisaged due to any clarification, revised bid shall be submitted by the bidder with prior written permission of the Commission before the time specified for closing of commercial bid.

6.18 Conditions under which this RFP is issued

1. This RFP is not an offer and is issued with no commercial obligation on the part of the SSC. SSC reserves the right to withdraw the RFP and change any part thereof at any stage. SSC also reserves the right to disqualify any bidder, should it be felt necessary at any stage.
2. Timing and sequence of events resulting from this RFP shall be determined by the SSC.
3. Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against SSC or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).
4. Till the finalization of the contract and during the currency of the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of SSC. The bidder shall also not engage any official or employee of the Commission, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of the Commission.

6.19 Rights to the Contents of the Proposal

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

6.20 Modifications and Withdrawal of Proposals

No proposal may be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this RFP. The bid fees shall be forfeited if any of the bidders withdraw their bid.



6.21 Non-Conforming Proposals

1. A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments, would be considered as factors leading to a proposal being categorized as non-conforming.
2. If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by the Commission.

6.22 Disqualification

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

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

6.23 SSC's Right to change the Scope of Contract at the time of Award of the Contract

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



6.24 SSC's Right to Accept Any Bid and to reject any or All Bids

1. SSC reserves the right to accept any bid and/or annul the bidding process and reject bids at any time prior to the final award of Contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of SSC.
2. SSC reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.

6.25 Concessions permissible under statutes

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

6.26 Tax Liability

The bidder shall indicate TAXES/GST wherever applicable.

6.27 Uniformity

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

6.28 Only One Proposal

Bidder shall submit only one proposal under each category/slab. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

6.29 Bid Scope

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

6.30 Duration of Project

1. The duration of the project is for a period of three years from the date of signing of the contract, with option to extend the contract for a maximum period of two years, one year at a time under same terms and conditions.
2. In extreme case, SSC may prefer to extend the contract for a further 1-year period after the completion of contract period of 5 years, until identification of a different service provider subsequent to exit management.

7 BID Opening & Evaluation Process



7.1 Bid Opening Session

- a) Total transparency will be observed by the Commission, while opening the proposals/bids.
- b) SSC reserves the rights at all times to postpone or cancel a scheduled date/time of opening of the bid.
- c) The bids shall be evaluated, in three phases, one for pre-qualification, one for Technical Proposal and one for Commercial Proposal (as submitted by the bidders whose technical bids have been found to be eligible), in the presence of authorized representatives of the bidders.
- d) The authorized representatives of the bidders, present during the time of the opening of the bids, shall sign a register of attendance to this effect. In the event of the specified date of bid opening being declared a Government holiday, the Bids shall be opened at the same time and location on the next working day. However, if there is no authorized representative present, for the bidder, SSC shall proceed with the opening of the bids.
- e) During bid opening, preliminary scrutiny of the bid documents shall be made to determine whether the bid documents are complete, the documents have been signed by the authorised signatory of the bidder, and the bids are found to be in order. Bids not conforming to the given preliminary requirements, shall be summarily rejected at the discretion of the Commission. Preliminary scrutiny should not be construed that the bid submitted by a bidder has been found to be complete in all respects.

7.2 Overall Evaluation Process

- a) A two-tier evaluation process shall be adopted for evaluation of the proposals submitted by the bidders. SSC shall review the technical bids of the bidders who meet the Pre-Qualification criteria, to determine whether the technical bids are compliant with the requirements of the RFP. Bids that are not compliant are liable to be rejected.
- b) The bids of the bidders found successful in respect of their technical bids, shall be informed accordingly by the SSC. Consequent thereto the commercial bids of the technically successful bidders shall be opened.



8 Qualification Criteria

8.1 Pre-Qualification Criteria – Mandatory

S No.	Eligibility Criteria	Document Proof
1	The Applicant shall either be a firm/ company/ partnership/ proprietorship firm registered under the Indian Companies Act, 2013 / the partnership Act, 1932/GST Act.	Copy of Certificate of Incorporation and copies of GST registration, PAN certificate etc. and other relevant certificates.
2	The bidder must have an annual turnover of at least INR 10 Crores in the last three financial years (FY 2020-21, 2021-22 and 2022-23) The bidder should have positive net worth for all the three years.	Audited annual financial results (balance sheet and profit & loss statements for (FY 2020-21, 2021-22 and 2022-23) of the bidder for the last three financial years.
3	As on date of submission of the proposal, the bidder should not be blacklisted by Government of India/State Governments/PSUs	Undertaking by the authorized signatory
4	The bidder should have executed at-least 02 audit related project (related to process review/fraud prevention/fraud detection) in the government or public sector with cumulative value of at least 5 Cr value in the past 3 years (FY 2020-21, 2021-22 and 2022-23).	Copies of purchase order (or agreement) of the projects to be provided or payment Receipts
5	The bidder must have at least 100 full time resources working in the organization for each of the past 3 years (FY 2020-21, 2021-22 and 2022-23).	Provident fund registration or Insurance certificate/self-certified documents from HR

Note 1: The bidder has to mandatorily qualify the Pre-Qualification criteria. If the bidder fails to qualify the Pre-qualification criteria, it will not be eligible for further consideration and will be disqualified.

Note 2: To ensure independence of EMU, the bidders who have been selected for conducting of Computer Based Test (CBT), Content Authoring Agency (CAA) and Content Authoring Tool (CAT) and any other agency associated with the SSC for the examination activities, will not be considered for final selection for EMU.

8.2 Technical Evaluation Criteria:

8.2.1. Technical Evaluation Criteria with marks:

The following table depicts the broad technical evaluation criteria used to arrive at the Technical Score (TS)



S No.	Criteria	Maximum Marks	Document Proof
1	<p>Experience of the bidder in projects which includes project management unit or project management consulting related activities for state/ central government in last 3 years, (Minimum value of each project should be 5 cr. 2 separate projects to be submitted)</p> <p>Total 10 marks per project as per the following criteria:-</p> <ul style="list-style-type: none"> 6 marks for PMU 4 marks for investigation/fraud detection) 	20	Certificate by a whole-time director OR Certificate by the Company Secretary/Chartered Accountant of the bidder OR purchase order/work order
2	<p>Experience of bidder in consulting/advisory projects for central government or state government examination conducting agency</p> <p>I. Minimum 2 projects involving process review related to fraud/malpractice prevention /detection with minimum value of INR 50 lakhs – 5 marks each</p> <p>II. Minimum 2 projects involving process review related to fraud/malpractice prevention/detection with minimum value of INR 50 lakh in computer-based examination – 5 marks each</p> <p>Note – Bidder should show separate projects in point I and II above</p>	20	Copy of work orders/contract/agreement or work completion certificates
3	<p>Approach, methodology and capability for execution of the project</p> <p>Presentation on the approach and methodology on bidder's understanding of the SSC requirements.</p> <ol style="list-style-type: none"> Approach / technology proposed including work schedule, quality assurance including reporting formats– 10 marks Live demo of technology tools to be used for entire process to prevent malpractices (basis data provided by SSC) – 20 marks, - evaluation will be done basis accuracy and completeness of following analysis: <ul style="list-style-type: none"> CCTV analytics on near real time – maximum 10 marks Post exam log analysis and investigation – maximum 10 marks 	30	To be assessed based on Technical proposal, presentation and demo of software/tools
4.	General Manpower Strength of Service Provider on their rolls	10	



	Manpower as on 31st March 2023 <ul style="list-style-type: none"> ➤ 201 & above – 10 Marks ➤ 101-200 – 6 Marks ➤ 50-100 – 2 mark 		
5	<p>Key experts' qualification and competence for this project</p> <p>1. Technical team leader – 4 marks</p> <ul style="list-style-type: none"> a. Minimum qualification (B Tech) b. Experience in working on designing Artificial Intelligence and Machine learning based models c. Minimum 3 years of technical experience Experience in exam analytics / (at least 1 year) <p>2. Computer forensic/ incident response expert – 4 marks</p> <ul style="list-style-type: none"> a. Minimum educational qualifications (minimum technical graduate and any diploma/certification in cyber forensics) b. Minimum 1 project related to cyber forensics <p>3. Support Team Members (2 marks)</p>	10	
6	<p>Bidder Turnover criteria:</p> <p>10 cr <value<= 50cr – 2 marks</p> <p>50 cr <value <=100 cr – 6 marks</p> <p>Value > 100 cr – 10 marks</p>	10	

Note : Minimum 70% required to qualify in the Technical Bid.

Bidders who secure less than 70% marks will be considered as Not QUALIFIED.

The selection of the agency will be based on **Quality and Cost Based Selection (QCBS)**. There will be 70 % weightage for Technical Evaluation and 30 % for Financial Evaluation



8.3 Technical Proposal – Other Requirements

1. Technical proposal should contain all the mandatory undertakings as specified in this RFP. Format for all the required undertakings / covering letters are provided in Annexures-Part II.
 - I. Non-Disclosure Agreement (NDA)
 - II. Earnest Money Deposit (EMD)
 - III. Undertaking on Patent Rights
 - IV. Undertaking on Pricing of items of technical response.
 - V. Undertaking on Clause 144(xi) of GFR, 2017.
 - VI. Undertaking on Service Level Compliance.
 - VII. Bid Securing Declaration from Bidders in lieu of EMD.
2. The technical proposal should address all the areas/ sections as specified in this RFP and should contain a detailed description of how the bidder will provide the required services outlined in this RFP.
3. The technical proposal must not contain any pricing information. While submitting additional information, it should be marked as “supplementary” to the specific response. If the bidder wishes to propose additional services (or enhanced level of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate and distinct attachment to this proposal.
4. Proposed methodology for submission of questions
5. The technical proposal shall also contain bidder’s contingency plan to address the key challenges anticipated during the execution of the project.

8.4 Commercial Bids

S No.	Activity	Rate variable	<i>Illustrative</i> Volume (only for evaluation purposes)	Bid Amount (INR) – in figures	Bid Amount (INR) – in words
1	Project Manager Entire duration of project - Planning and stakeholder coordination, communication with SSC	Per man month	12		
2	Project Coordinator Entire duration of project - Planning and stakeholder coordination	Per man month	12		
3	Monitoring of exam (as per scope) including exam centre audit, Mock Deployment etc. (scope point 3.1A,3.1B, 3.2 and 3.2 A)	Per person per day	10,000		
4	Video analytics (scope point 3.2 B)	Per camera per shift	10,000		
5	Candidate analysis (scope 3.3 B)	Per candidate	70,000		
6	Day to day analysis (scope 3.3A)	Per day	100		
7	Planning, report generation, stakeholder coordination and such other activities as mentioned in RFP other than 1 to 6	Per candidate (appeared)	75,00,000		



Note:

- a) Price should be written both in figures and words. Price quoted above is exclusive of GST and local taxes.
- b) Lowest Commercial bid will be determined based on total amount quoted in table of the Commercial bid.
- c) The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment.
- d) If the bidder quotes 'Nil' charges/ considerations, the bid shall be treated as unresponsive and will not be considered. Also '0' (Zero) value should not be entered against any item.
- e) If there is any discrepancy between rates quoted in figures and words, the rates quoted in words will prevail.

8.5 Final Evaluation of Bids

The individual Bidder's Commercial Bid scores are normalized as per the formula below.
Normalization of Technical & Financial Bids

Technical: $T_s = T_b / T_{max} \times 100$ (rounded off to 5 decimal places), Where,

T_s = Normalized Technical score for the Bidder under consideration

T_b = Absolute Technical score for the Bidder under consideration

T_{max} = Maximum absolute Technical Score (Best technical Score)

Financial: $F_n = F_{min} / F_b \times 100$ (rounded off to 5 decimal places) Where,

F_n = Normalized Commercial Bid score for the Bidder under consideration

F_b = Absolute Commercial Bid for the Bidder under consideration

F_{min} = Minimum absolute Commercial Bid (Lowest Bid received)

Final Composite Score = $T_s \times 0.70 + F_n \times 0.30$

The Bidder with the highest Composite Score will be considered for award of the contract. In the event of a tie, the bid with best technical will be considered for award of contract. If the tie still persists, the guidelines of Government of India on the subject shall be followed for processing of the bids.



9 Award of Contract

9.1 Notification of Award

Prior to the expiry of the validity period, SSC will notify the successful bidder(s) in writing that the proposal submitted by the Bidder has been accepted. The notification of award will initiate the finalization of the contract. Upon the successful bidder's furnishing of performance bank guarantee, SSC will promptly notify each unsuccessful bidder and shall return their EMD.

9.2 Contract Finalization and Award

SSC shall reserve the right to negotiate with the bidder(s) whose proposal has been qualified as per 'Para-8.5: Final Evaluation of Bids' for the purpose of arriving at reasonable terms and conditions for the contract arising out of this RFP.

9.3 Signing of the Contract

At the time of notification of the successful bidder with regard to the Bid having been accepted by the SSC, the SSC shall enter into a contract with the successful bidder. SSC shall have the right to annul the award in case there is a delay of more than 21 days from the date of this notification, in signing of contract, for reasons attributable to the successful bidder.

9.4 Failure to agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, SSC would be free to take necessary decision on the subject.

9.5 Performance Bank Guarantee (PBG)

1. A PBG of 3% of the Bid Value required to be furnished by the successful bidder in the form of a Bank Guarantee as per the format provided in this RFP. The PBG shall be executed through a Scheduled Bank. The EMD will be returned to the successful bidder on submission of this PBG. The PBG will be returned to the successful bidder after 3 months post completion of contract.
2. The Contract PBG must be furnished within 21 days from the date of signing of the contract and should be valid for entire period of the contract.
3. SSC may invoke forfeiture of the Performance Bank Guarantee for any failure on part of Bidder to fulfil its obligations as specified under the Contract Agreement executed with the successful bidder.
4. Amount of penalty will be deducted from PBG. The Vendor is required to maintain the PBG for amount of 3% of the Bid Value at all time during the validity period of the contract.



9.6 Service Level Agreement (SLAs)

Full contents of Point 9.6 (Page No. 35) will be shared with the prospective bidders on submission of Non Disclosure Agreement as per Annexure-10.1 on the letterhead of the bidder.



9.7 Terms of Payment

- Payment shall be made on each work order separately. Exams to which EMU would be deployed would be at the discretion of SSC.
- Payment shall be made only after satisfactory completion of the given work order and due certification to the effect by the SSC.

Note: In case of examination which would be spread over multiple dates, the payment timeline would be counted from the date of last examination of the particular exam assignment.

- Deductions from the payment due shall be made for statutory levies, taxes, penalties and liquidated damages etc., as per the contract agreement signed between the SSC and the bidder and in accordance with the applicable rules on the day of the release of payment.
- In case of any recoveries are due to be made with regards to statutory levies, taxes, penalties, and liquidated damages, etc., the SSC reserves the right to affect the recoveries from the subsequent payments due to the Service provider or to deduct the amount from PBG. Service Provider is expected to maintain PBG of 3% of the Bid Value throughout the currency of the contract.

9.8 Grievance redressal and arbitration:

If any of the party to contract is aggrieved by the Act of the other party not in consonance with the contract, grievance to be addressed to Member, SSC for resolution. If aggrieved further, the appeal lies with Chairman, SSC. The verdict/ interpretation of the Chairman, SSC shall be binding. If aggrieved further, the parties may approach arbitration under Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be New Delhi.

9.9 Jurisdiction:

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

9.10 Force majeure:

Force majeure is herein defined as any cause which is beyond the control of the selected bidder or Staff Selection Commission as the case may be which they could not force or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract such as:

- i. Natural phenomenon including but not limited to floods, droughts, earthquakes and epidemics.
- ii. Terrorist attack, public unrest in work area provided either party shall within 10 days from

occurrence of such a cause, notifies the other in writing of such causes.

The bidder or Staff Selection Commission shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations, expressed quantitatively shall be calculated on date of termination.



9.11 Exception Clause:

SSC reserves the right to allot the work to any Government Agency/PSU/society which delivers such services exclusively to Government or PSU.



10 Annexure – Part II

10.1 Non- Disclosure Agreement (NDA)

[On Company Letterhead]

This AGREEMENT (hereinafter called the “Agreement”) is made on the [day] day of the month of [month], [year], between, SSC, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the bidder] (hereinafter called the “Bidder”) having its registered office at [Address]

WHEREAS

The “Purchaser” has issued a public notice inviting various organizations to provide services for Identification of Service Provider (SP) for Exam Monitoring Unit (EMU) for Computer Based Exams.

In order to understand the scope of work, the following RFPs already uploaded on the portal are also being provided herewith- RFP for Content Authoring Agency (CAA), RFP for Content Authoring Tool (CAT) and RFP for Computer Based Test (CBT).

The Bidder, having represented to the “Purchaser” that it is interested to bid for the proposed Project,

The Purchaser and the Bidder agree as follows:

1. In connection with the “Project”, the Purchaser agrees to provide to the Bidder a Detailed Document on the Project vide the Request for Proposal. The Request for Proposal contains details and information of the Purchaser operations that are considered confidential.
2. The Bidder to whom this Information (i.e. Request for Proposal CAA, CAT, CBT and EMU for) is disclosed shall:
 - Hold such Information in absolute confidence with the same degree of care with which the Bidder protects its own personnel, confidential and proprietary information.
 - Use the Information only as needed for the purpose of bidding for the Project.
 - Except for the purpose of bidding for the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information.
 - Undertake to document the number of copies it makes with regard to the project, and
 - On completion of the bidding process and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information as relating to the project.
3. The Bidder shall have no obligation to preserve the confidential or proprietary nature of any Information which:
 - Was previously known to the Bidder free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder’s written records prepared prior to such a disclosure; or
 - Is or becomes publicly known through no wrongful act of the Bidder; or
 - Is independently developed by an employee, agent or contractor of the Bidder not associated with the Project and who did not have any direct or indirect access to the Information.
4. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
5. The Purchaser will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available under



- statutes or in equity for such a breach.
6. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the bidder, in any of the Information. Notwithstanding the disclosure of any Information by the Purchaser to the Bidder, the Purchaser shall retain title and all intellect property and proprietary rights to the Information. No license under any trademark, patent or copyright, or application for same that are now or thereafter may be obtained by such party is either granted or implied by the conveying of Information. The Bidder shall not alter or obliterate any trademark, trademark notice, copyright notice, confidentiality notice or any notice of any other proprietary right of the Purchaser on any copy of the Information and shall reproduce any such mark or notice on all copies of such Information.
 7. This Agreement shall be effective from the date the last signature is affixed to this Agreement and shall continue in perpetuity.
 8. Upon written demand of the Purchaser, the Bidder shall (i) cease using the Information, (ii) return the Information and all copies, notes or extracts thereof to the Purchaser forthwith after receipt of notice, and (iii) upon request of the Purchaser, certify in writing that the Bidder has complied with the obligations set forth in this paragraph.
 9. This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements between the parties. This Agreement may be amended or modified only with the mutual written consent of the parties to the contract. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
 10. CONFIDENTIAL INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS. IN NO EVENT SHALL THE PURCHASER BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
 11. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliate, successors and assigns.
 12. Agreement shall be governed by and construed in accordance with the Indian laws.
 13. Additional oral agreements do not exist. All modifications and amendments to this agreement must be made in writing.

For and on behalf of the Bidder.

_____(Signature)
(Name of the Authorized Signatory)
Date
Address
Location:



10.2 Earnest Money Deposit

1. In consideration of (hereinafter called the “Government”) Represented by SSC, on the first part and M/s of (Hereinafter referred to as “Bidder”) on the Second part, having agreed to accept the Earnest Money Deposit of Rs.25,00,000 (Rupees Twenty Five Lakh Only) in the form of Bank Guarantee/Demand Draft for the Request for Proposal for Selection of Service Providers for Exam Monitoring Unit (EMU) for Computer Based Examinations (Name of the Bank), (hereinafter referred to as the “Bank”), do hereby undertake to pay to the Government forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding (Rupees) and the guarantee will remain valid up to a period of 270 days from the last date of the bid submission of the RFP. It will, however, be open to the Government to return the Guarantee earlier than this period to the Service Provider in case the Service Provider does not qualify for the commercial negotiations by the Commercial Negotiations Committee (CNC) as constituted by the Government after a recommendation is made by the CNC on the bid(s) after an evaluation.
2. In the event of the Service Provider withdrawing the tender before the completion of the stages prior to the Commercial negotiations or during the Commercial negotiations, as the case may be, the Performance Bank Guarantee deposited by the Service Provider stands forfeited to the Government. We also undertake not to revoke this guarantee during this period except with the previous consent of the Government in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by the Government to the Service Provider on the performance bank guarantee for the period of its currency

Dated this day of

For the Bank of (Manager)



10.3 Undertaking on Patent Rights

[Company letterhead]

To,

[Date]

Deputy Secretary (General SSC)

Staff Selection Commission Lodhi Road,
New Delhi 110 003

Sub: Undertaking on Patent Rights

Sir,

1. I/We as Service Provider (SP) do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.
2. I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipment, systems or any part thereof to be supplied by us. We shall indemnify SSC against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, the SP shall be responsible for the completion of the supplies including spares and uninterrupted use of the equipment and/or system or any part thereof to SSC and persons authorized by SSC, irrespective of the fact of claims of infringement of any or all the rights mentioned above.
3. If it is found that it does infringe on patent rights, I/We absolve SSC of any legal action.

Yours
faithfully,
Authorized
Signatory
Designation



10.4 Undertaking on Pricing of Items of Technical Response

To
Deputy Secretary (General SSC)
Staff Selection Commission, Lodhi Road,
New Delhi 110 003

[Date]

Sub: Undertaking on Clarifications sent to SSC

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical proposal. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Yours faithfully,

Authorized Signature [In full
and initials]: Name and Title
of Signatory:
Name of Firm:
Address:
Location:
Date:



10.5 Undertaking on Clause 144 (xi) of GFR

[Land locked borders]

To
Deputy Secretary (General SSC)
Staff Selection Commission, Lodhi Road,
New Delhi 110 003

[Date]

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017.

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and
initials]: Name and Title of

Signatory:

Name of Firm:

Address:

Location:

Date:



10.6 Undertaking on Service Level Compliance

[Company letterhead]

To,
Deputy Secretary (General SSC)
Staff Selection Commission, Lodhi Road,
New Delhi 110 003

[Date]

Sub: Undertaking on Service Level Compliance

Sir,

1. I/We as SP do hereby undertake that we shall monitor, maintain and comply with the service levels as desired in the RFP to provide quality service to SSC
2. However, if the proposed number of resources is found to be not sufficient in meeting the tender and/or the Service Level requirements given by SSC, then we will augment the team without any additional cost to SSC.

Yours faithfully,

Authorized
Signatory
Designation



10.7 Bid Securing Declaration from Bidders in lieu of EMD

(On Bidders Letterhead)

I / We, the authorized signatory of M/s, participating in the subject tender No.

.....for

Selection of Service Provider for Exam Monitoring Unit (EMU) for creation of Question bank for Computer Based Examinations, do hereby declare:

1. That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
2. That in the event we withdraw/ modify our bid during the period of validity OR I/ we fail to execute formal contract agreement within the given timeline OR I/ we fail to submit a Performance Security within the given timeline OR I/ we commit any breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/ award of all future contract(s) of Staff Selection Commission for a period of three year from the date of committing such breach.

Signature and Seal of Authorized

Signatory of Bidder Name of

Authorized

Signatory.....

Company Name.....

End of Document