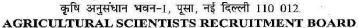




(कृषि अनुसंधान एवं शिक्षा विभाग) कृषि एवं किसान कल्याण मंत्रालय





(DEPARTMENT OF AGRICULTURAL RESEARCH AND EDUCATION)
MINISTRY OF AGRICULTURE AND FARMERS' WELFARE
Krishi Anusandhan Bhavan-I, Pusa, New Delhi-110012

# REQUEST OF ONLINE BIDS

for

Pre-examination, Online Computer Based Test (CBT) and
Post-examination processing work
for the Examinations to be conducted by
Agricultural Scientists Recruitment Board (ASRB).

Issued on: 7th February, 2024

# **TABLE OF CONTENTS**

SECTION NO.	Particulars	Page No
	RELEVANT INFORMATION AT A GLANCE	3-4
	E-TENDER NOTICE	5-6
Ι	BACKGROUND	7
II	ELIGIBILITY CRITERIA	8-9
III	SCOPE OF THE WORK	10-17
IV	BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE	18-22
V	GENERAL CONDITIONS OF CONTRACT	23-33
Schedule-I	TECHNICAL BID	34-36
Schedule-II	FINANCIAL BID	37
Annexure-I	DETAILS OF SIMILAR CBT WORK EXECUTED IN THE LAST FIVE YEARS (i.e during January 2019- December 2023)	38
Annexure-II	FINANCIAL INFORMATION	39
Annexure-III	UNDERTAKING	40-41
Annexure-IV	DECLERATION ABOUT BLACKLISTING	42
Annexure-V	DRAFT SPECIMAN AGREEMENT	43-44
Annexure-VI	Format for Bank Guarantee for Earnest Money Deposit (EMD)	45
Annexure-VII	Format for Bank Guarantee for Performance Security	46-48

# **RELEVANT INFORMATION AT A GLANCE**

S. No	Particulars	Details
1	Tender date	7 <sup>th</sup> February, 2024
2	Selection Method	Tender will be awarded to the Bidder with the highest score based on the Quality and Cost Based Selection (QCBS) Evaluation Method for Pre-examination, online CBT examination and post examination processing work for the examinations to be conducted by ASRB.
3	Tender issued by	Agricultural Scientists Recruitment Board (ASRB)
4	Availability of Tender Document	Tender can be downloaded from from the websites http://gem.gov.in and www.asrb.org.in
5	Earnest Money Deposit	Earnest Money Deposit of ₹ 6,00,000 (Rupees Six lakhs) only in the form of Bank Guarantee (as per Format given in Annexure-VI) in favor of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank valid for a period of 90 days from the date of opening of tender. EMD received in any other form/name will not be accepted.
6	Performance Security Deposit (PSD)	An amount of ₹ 30 Lacs (Rupees Thirty Lacs) is to be deposited in the form of Bank Guarantee (as per Format given in Annexure-VII) in favour of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank by the selected agency/ successful tenderer selected for Pre-examination, online CBT examination and post exam processing work for the examinations to be conducted by ASRB as Performance Security Deposit after receiving a communication from the Board about award of contract within 07 days of issue of award letter. Performance Security Deposit received in any other form/name will not be accepted.  In the event of non-deposition of the Performance Security, the Earnest Money Deposit (EMD) will be forfeited. The Performance Security would be retained by ASRB till satisfactory completion of the work assigned and must remain valid till ninety days of the completion of all contractual obligations.
7	Nodal Officer for correspondence and Clarification	Controller of Examinations, ASRB, KAB-I, New Delhi
8	Pre-bid queries	<b>14</b> <sup>th</sup> <b>February, 2024 a</b> t 15.00 hours ASRB Premises, Krishi Anusandhan Bhawan-I, New Delhi – 110012
9	Start date and time of bid submission	16 <sup>th</sup> February, 2024 at 13.00 hours
10	Last date and time of bid and EMD submission	<b>29<sup>th</sup> February, 2024</b> at 12.00 hours
11	Opening of Technical bid	<b>04</b> <sup>th</sup> <b>March, 2024</b> at 15.00 hours

12	Opening of Financial bids of	The date & time for opening of Financial Bids will be
	technically eligible bidders	intimated separately to the technically eligible firms.

#### Note:

- 1. Submission of rates is mandatory otherwise; the bid will be treated as incomplete and is liable to be rejected.
- 2. Bidder should have valid GST registration number and should meet all legal requirements.
- 3. Any amendment/ corrigendum to the tender document shall be posted on the ASRB's Website <a href="https://www.asrb.org.in">www.asrb.org.in</a>
- 4. The ASRB reserves the right to call for any other details or information from any or from all the Bidders.
- 5. ASRB 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. ASRB also reserves the right to cancel the entire tender process without assigning any reason. In this regard, the decision of ASRB shall be final and binding on all the Bidders.
- 6. All safety measures for protection from COVID-19 etc. will have to be taken as per the direction issued by Government of India from time to time.

#### **E-TENDER NOTICE**

On-line Bids are invited for pre-examination, online Computer Based Test (CBT) and post-examination processing work for the examinations to be conducted by ASRB. On-line bids completed in all respects should be submitted through GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a>

1. The Agricultural Scientists Recruitment Board (ASRB), an independent recruitment agency, attached with Department of Agricultural Research & Education (DARE), Ministry of Agriculture and Farmers' Welfare, Govt. of India, invites Technical & Financial bids through E-tendering process for pre-examination, online Computer Based Test (CBT) and post-examination processing work for the examinations to be conducted by ASRB, for a period of two years and 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:-

#### Earnest Money Deposit

Earnest Money Deposit of ₹ 6,00,000 (Rupees Six lakhs) must be received in the form of Bank Guarantee (as per Format given in Annexure-VI) in favor of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank on or before the last date/time of submission of tender in Room No. 102, Examination Section, ASRB during working hours i.e. 9.00 A.M. to 5.30 P.M. on any working day (except Saturday, Sunday and Gazetted Holidays). The Bank Guarantee should be valid for a period of not less than 90 days from the opening date of the tender.

#### EMD received in any other form/name will not be accepted.

#### Performance Security Deposit

An amount of ₹ 30 Lacs (Rupees Thirty Lacs) is to be deposited in the form of Bank Guarantee (as per Format given in Annexure-VII) in favour of PAO Sectt-I, New Delhi from any of the nationalized/scheduled/commercial bank by the selected agency/successful tenderer selected for Pre-examination, online CBT examination and post exam processing work for the examinations to be conducted by ASRB as Performance Security Deposit after receiving a communication from the Board about award of contract within 07 days of issue of award letter. Performance Security Deposit received in any other form/name will not be accepted.

In the event of non-deposition of the Performance Security, the Earnest Money Deposit (EMD) will be forfeited. The Performance Security would be retained by ASRB till satisfactory completion of the work assigned and must remain valid till ninety days of the completion of all contractual obligations.

- 3. On-line bids are invited under two-bid system through e-procurement system from well-established/reputed firms for pre-examination, online Computer Based Test (CBT) and post-examination processing work for the examinations to be conducted by ASRB. 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 website of GeM portal i.e. http://gem.gov.in.
- 4. Tender form, terms & conditions and draft agreement can be obtained from the websites <a href="http://gem.gov.in">http://gem.gov.in</a> and <a href="www.asrb.org.in">www.asrb.org.in</a>. On-line bids completed in all respects should be submitted through GeM portal <a href="https://gem.gov.in">https://gem.gov.in</a> only on or before the last date and time i.e. <a href="tel:28th">28th</a> February, 2024 at 12.00 hours.

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. The Board reserves the right to accept or reject any or all the tenders without assigning any reason.

Please note that only online bids uploaded on GeM portal will be accepted.

Sd/-

(Rakesh Bhardwaj) Controller of Examinations

## SECTION-I BACKGROUND

- The Agricultural Scientists Recruitment Board (ASRB) is an independent recruiting agency, attached with Department of Agricultural Research & Education (DARE), Ministry of Agriculture and Farmers' Welfare, Govt. of India for recruitment to scientific and other posts in the ICAR and to such other posts and services that the President, ICAR, may specify from time to time.
- ➤ ICAR has also established its own Online Examination facility at 23 Centres across the country and it became operational in 2014. Apart from the Test Centres (to be hired by the Selected Service Provider (SSP)), the online facilities of ICAR may be used for conduct of Examination after making payment. The details of Locations of 23 Online Centres are given in Section-V of this document.
- ASRB is presently conducting Combined Online Examination for National Eligibility Test (NET), Senior Technical Officer (STO)/Subject Matter Specialist (SMS) in 60 disciplines of Agricultural & Allied sciences across the country at 34 centres/cities with the objectives of efficiency, accuracy, fairness and to improve the overall quality of examination system.
- National Eligibility Test (NET) is an eligibility condition for recruitment of Assistant Professor/Lecturer in State Agricultural Universities (SAUs) as well as Central Agricultural Universities (CAUs).
- Senior Technical Officer (STO)/Subject Matter Specialist (SMS) Examination conducted by ASRB in 60 disciplines of Agricultural & Allied sciences is for recruitment to the post of Senior Technical Officer (STO)/Subject Matter Specialist (SMS) in ICAR.
- Agriculture Research Service (ARS) conducted by ASRB in 60 disciplines of Agricultural & Allied sciences is for recruitment to the post of Scientist in ICAR.
- Apart from above, ASRB conduct recruitment examinations for various other posts like Administrative Officers, Finance & Accounts Officer, Assistant Director (Official Language).
- ➤ CBT based NET Exams were commenced in 2013. Since then, the Board is conducting examination every year as per detail highlighted below:
  - 30,066 candidates had registered for NET-2015 held during 4<sup>th</sup>-10<sup>th</sup> December, 2015.
  - 28,558 candidates had registered for NET-2016 held during 1st -6th August, 2016.
  - 42,937 candidates had registered for NET-2017 held during 16th 21st May, 2017.
  - 70,645 candidates had registered for Assistant Grade (Pre) Examination in the year 2014.
  - 59,960 candidates had registered for the NET (I)-2018/ARS (P) Examination 2017 held during 6-10 April, 2018,
  - 41,778 candidates had registered for the NET (II)-2018 Examination held during 27-29 December, 2018,
  - 46,353 candidates had registered for the NET-2019 Examination held during 09-11 January, 2020,
  - 68,473 candidates had registered for the Combined NET-2021, ARS-2021 (Preliminary) and STO (T-6) Examination held during 23-27 August, 2021,
  - 1,35,026 candidates had registered for the Tier-I of AO and F&AO Examination-2021 Examination held on 10 May, 2022.
  - 66,428 candidates had registered for the Combined NET-2023, SMS and STO (T-6) Examination held during 27-30<sup>th</sup> April, 2023.

#### **SECTION-II**

## **ELIGBILITY CRITERIA**

# The online Computer Based Test (CBT) will be conducted in application-based mode only.

The tenderer firms/agency/consortium must meet the following eligibility criteria:

S.No.	Parameter	Criteria
A	Earnest Money Deposit of ₹ 6,00,000 (Rupees Six lakhs) received in the form of Bank Guarantee (as per Format given in Annexure-VI) in favor of PAO Sectt-I, New Delhi from any of the nationalized/scheduled/commercial bank on or before the last date/time of submission of tender	Compulsory
В	Past experience in work of similar nature (CBT) on all India basis	Should have executed a total of at least three  (3) projects of similar nature (CBT) on all India basis with minimum of 25,000 candidates in each such single slot (through online payment Gateway and thereafter successful conduct of examination) during the period January, 2019 to December, 2023.  Photocopies of work orders and satisfactory completion certificate from the user Department(s) need to be attached; otherwise, bid will be treated invalid.  Work experience claimed without satisfactory completion certificate will not be considered.
С	Average Annual turnover of the Agency in the financial years (2020-21, 2021-22 and 2022-23) relating to examination work	The firm should have Average Annual Turnover of atleast Rs 10 crores in last three financial years (i.e. 2020-21, 2021-22 and 2022-23) from CBT/ Examination. Turnover should be of the bidding agency and not that of the group to which the agency belongs. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concern etc.  Scanned copy of the audited document to show that the turn-over from the CBT is required. Moreover, the bidder should be a profitable firm/company during the last three years (2020-21, 2021-22 and 2022-23).
D	Financial Strength 2020-2021,2021-2022 and 2022-23	Bidder should have positive net worth during the last three financial years. Documentary proof, i.e., certified copies of company balance sheet and profit & loss account (duly audited) need to be uploaded with the bid.

Г	Danta de calda de la facción de constante de calda de cal	C
E	Party should be able to furnish a copy of	Compulsory
	the latest Income tax Return	
F	Compliance with ISO 27001	Compulsory
	•	
G	Submission of proof of application	Compulsory.
	developed as "Safe to Host" by any CERT-	
	In empaneled agency.	
H	Submission of proof of CMMi level 3/5	Compulsory.
	Certification (Development & Service)	
I	Other documents listed in <b>Schedule-I</b> to	Compulsory.
	this tender document	
J	Declaration about Blacklisting	Companies against whom any charge-sheet is
	(Annexure- IV)	pending before any court of law or company
		which has been found guilty by any court of
		law or the companies which have been
		blacklisted in connection with online
		examination related activities are not eligible
		to participate in the tender process.
		To be furnished on a Non-Judicial Stamp Paper
		of value Rs. 100/- duly attested by Notary
		public
K	If at any stage before or after the award	For information.
	of contract, it comes to the notice of the	
	Board that the company has concealed	
	or manipulated / fabricated any	
	information to mislead the Board, 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.	
L	Infrastructure	The Bidder should have a branch office in
		Delhi/NCR
		,

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.

#### **SECTION-III**

#### **SCOPE OF WORK**

The selected bidder 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 bidder shall take necessary precaution to safe-guard 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 bidder shall deploy one Project Manager at ASRB Office on regular basis who would be responsible for communicating the progress of work on the examination, team management, and other issues related to management etc.

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

The server of Selected Service Provider (SSP) shall be used for all purposes and for this no extra payment shall be made by the Board.

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 ASRB as soon as possible but not later than 72 hours after the examination is over. All the data must be deleted from the server of agency after transferring it to ASRB in a secure mode.

#### A. Pre Examination Phase:

The selected bidder must provide a software at the outset for processing of questions (dataentry, encryption, uploading etc.) for the online examination related to as many as 60 disciplines or more for NET and other Examinations within a week period of award of contract and the data of the examination will be preserved in the said software upto minimum of one year from the end of the examination.

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

#### **Complete Security management processes**

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

#### **Candidate handling process**

- Issue of Admission Certificates
- Mapping of candidates details with Exam Centers.
- Validation and verification of identity.
- Attendance and biometric (photograph and thumb impression) handling.
- Video surveillance through CCTV Cameras.
- Machine/seat allocation and handling of security parameters.

#### I. Online Registration of Candidates

(i) Design, configuration, customization and deployment of registration forms on official / given website to enable online registration of candidates / applicants.

- (ii) The application shall be certified as "Safe to Host" by any CERT-in empaneled agency at least 30 days prior to the scheduled date of examination. Payment to CERT in certification will be borne by the successful bidder.
- (iii) Applicants shall apply online only and should be able to upload scanned copy of their photo, signature, etc.
- (iv) Online Help / FAQs
- (v) Configure system validations and facility to capture applicant's data.
- (vi) Integration of candidate registration module with Bharatkosh (bharatkosh.gov.in ) to enable receipt of examination fee or any other fee module decided by ASRB.
- (vii) Generation of filled up application form.
- (viii) Disable web-link for application form after expiry of the scheduled application submission date.
  - (ix) Providing facility to the candidates to review their application and edit/make correction in the entries they have made.
  - (x) System generated "Candidate Registration Report" detailing day-wise registration, gender / caste categorization, discipline/subject-wise, centre-wise, fee uploaded details and valid candidates enrolled for the assessment examination etc.

#### II. 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 21days prior to the date of conduct of Examination.
- (ii) Availability of sufficient number of Test Centers (to be hired by the Firm) in the cities notified as Centres across the Country to ensure conduct of examination covering all candidates. It is pertinent to mention here that ICAR has also developed some of its own online examination facility at 23 centres across the country, the details of which can be seen at Section-V. The online facility of ICAR may also be utilized optimally after making payment.
- (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 alongwith **buffer capacity@ 10% of allotted candidates** and other logistic arrangement i.e. Power Backup arrangement/DG set, AC facility, drinking water arrangement, first aid facility, security, fire safety etc. may also be ensured.
- (v) Ensure availability of at least 2 additional Network / LAN switch at each Test Centre
- (vi) Available of separate toilet for Gents & Ladies and drinking water arrangement of all centers
- (vii) Deployment of following minimum number of Technical Resources to administer servers, hardware devices, networking and facility management at each of the test-centre to ensure successful completion of the examination as per scale given below:

Test Centre Administrator	One (1) for each Center
IT Manager	One (1) for each 200 candidates
	With a minimum of One(1) for each Centre
Invigilators	One (1) per 20 candidates
Support Staff	Two (2) per 100 candidates
Security Guards	Two (2) per 100 candidates

Electrician	One (1) One for each Centre
Peons	Two (2) per 100 candidates

**Note:** Payment of wages, medical, statutory contributions towards ESI, EPFO or any other allowances to/in respect of the manpower engaged by the bidder would be the sole responsibility of the bidder.

- (viii) ASRB on its own discretion may deploy Observer(s) and Flying squad etc. at each test centre to oversee the overall examination process.
  - (ix) To ensure proper lighting, ventilation and cooling systems in examination halls/rooms.
  - (x) To arrange/provide adequate displays and required instructions/ information to the candidates appearing for computer based test at Centres.
  - (xi) The location of Test Centres/Venues should be easily accessible to the candidates and well connected to public transport i.e. Bus Stand etc. As far as possible it should be centrally located within the City limits. Centres must be accessible by differently abled (PwBD) candidates.
- (xii) Thorough checking of all nodes, network equipment's, electrifications, CCTV Cameras, Biometric machines & 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.
- (xiii) 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 ASRB at least 30 days prior to the scheduled date of examination.
- (xiv) Selection, finalization, registration and mapping of test centres in system alongwith the contact details / address of the Test Centre.

#### **III. Admission Card Generation**

- (i) Randomization of candidate data and Randomized generation of examination roll number
- (ii) Allocation of Candidates in various Test Centres in system based on the pre-defined parameters as agreed with ASRB.
- (iii) Generation of Admission Card in online system.
- (iv) System generated "Exam-Roll List" detailing Test Centre wise allocation of the Candidates.
- (v) Facility to send PDF / non-editable version of the Admission Card having watermark of ASRB (containing Bar Code/Registration No. / Date / Location / Time / Address / Instructions etc. to candidate's registered email ID at least 21 days prior to the scheduled Date of Examination)
- (vi) Generate unique Login ID and Password in system and SMS and e-mail notification to the candidates on registered mobile number at least 21days prior to the scheduled Date of Examination.

#### IV. Centralized Help desk support services:

- (i) Set-up centralized help desk during registration of applications process as well as 21 days prior to the scheduled date of examination. Minimum 2 executive required for help desk. Help desk will be active during normal office working hours from 9 AM to 5.30 PM. ASRB shall provide landline number to the helpdesk for attending to queries of the candidates.
- (ii) To provide Telephonic / email support to the candidates and guide them in taking print out of the Admission Cards, other Examination / Test Centre related queries etc.

#### V. 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 ASRB to facilitate in question paper [to be provided by the ASRB] 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, result processing etc.
- (iii) Set-up Exam console (Control Room) for monitoring the entire examination process by the confidential team deployed at ASRB.
- (iv) To establish central command system at ASRB or at any place as per needs of ASRB, New Delhi.

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

- (i) Checking readiness of Test-Centres as per 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 Mock Test in the presence of ASRB designated representatives at least one/two day prior to the scheduled date of examination as decided by Board.
- (v) Certification of the nodes eligible for conducting the online assessment examination and sealing of the Test Centre after conducting the mock test.
- (vi) Getting test centers in compliance with test requirements including installation of CCTV cameras at test centers (one CCTV camera per twenty candidates) installed in such a manner that it covers faces of all candidates and all the corridors etc. with continuous recording throughout the examination process which is to be handed over to ASRB after completion of examination. Frisking of candidates who are to take the test as per law. All invigilation staff and trained security guards as per needs of ASRB will be provided by the selected bidder.
- (vii) Video Surveillance system must also cover the following areas:
  - a. Entry point of the Examination venue (Entry refers to the location from where the entry to computer lab starts including the locations of biometric registration).
  - b. Exit points of the venue, if the entry and exits are separate.
  - c. Server Room.
  - d. Pathway to washrooms.
  - e. Atop the water cooler and other convenience facilities.
  - f. The room of the venue manager (if any).
  - g. The front area and the back area of the Examination Venue.
  - h. Any points specifically indicated by the Examination Unit, ASRB for comprehensive surveillance coverage of the Examination venue.
- (viii) To take all safety measures for protection from COVID-19 etc. as per the direction issued by Government of India from time to time.

#### **B. Examination Phase:**

#### I. Test Centre Administration to Conduct Examination

#### **Minimum Candidate System Pre-requisites**

Screen Resolution	1024 X 768	
RAM	4GB or higher	
Operating System	Windows XP Professional, Windows 7 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	

#### **Minimum Exam Centre Server Prerequisites**

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 X 768
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.
	Response time for question/page loading must be less than one second.
	All responses to be acted upon in real time.

- (i) To arrange 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 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 one/two 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) Cancellation of registration if any discrepancy found and intimate ASRB representative available at the Test Centre.
- (vi) Allocation of seats and allotment of terminals to all eligible candidates should be completed at least 15 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 selected bidder shall submit the signed attendance sheet to the ASRB representative, who will counter–sign 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 twenty 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 ASRB after completion of examination and frisking of candidates who are to take the test as per law.
- (xii) Each venue must have 10% buffer computers that can be used in case of need.
- (xiii) The selected service provider would arrange for necessary servers to conduct the exam at each Centre. Atleast one main server and one back of server must be available at each center.
- (xiv) The selected service provider shall provide blank paper sheets for rough work as per requirement which shall be collected after the exam.

#### **II. Test Delivery and Monitoring**

Test will be delivered only over the intranet in Application Based Module at a Test Centre and the candidates will access the test through a computer via application installed for this purpose. 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 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 candidates list who are going to undertake test at the designated test centres
- (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 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.
- (vi) 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)
- (vii) Application shall display only one question on screen at a time with various options.

- (viii) The application software should support standard features such as display of details of candidates, detailed instructions on login, start and closure of exam at scheduled time, time left, flag question for review, making/ unmarking of question with different colours and symbols etc.
  - (ix) No other browser/window other than exam should be accessible at Candidate's desk.
- (x) Application shall have the facility for navigation between various Questions, ability to navigate to other sections before completing a section as per needs of ASRB
- (xi) Application shall have secured storage for answers to questions by candidate
- (xii) Application shall have the facility for instant display of attempted questions anytime during the examination.
- (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
- (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.)

#### C. Post Examination Phase:

#### **I. Candidate's Response Evaluation and Result publication**

- (i) Providing a web-link for making representation by the candidates to register any discrepancy/objection/comment in the Question Paper.
- (ii) Helping ASRB in finalization of Answer key after candidates' objections/comments, if any, within 10 days of such uploading, compilation of all objections received from the candidates and disposal of the same in consultation with ASRB authorities.
- (iii) Conduct Result Equalization Exercise / Percentile based evaluation of candidates with the help of an expert in the field appointed by the bidder, if so required and directed by ASRB.
- (iv) Question-wise detailed evaluation of the candidate responses
- (v) Apply scoring rules and cut-off to arrive at final merit list.
- (vi) Generation of result (category and gender wise or in any format as required by ASRB) and category-wise merit list based on the rules defined by ASRB.
- (vii) Submission of three sets of Pen drive in signed & sealed envelope to ASRB containing Result / Merit list.
- (viii) Assist ASRB team to publish category-wise merit list on ASRB website / given website.
  - (ix) Hand over to ASRB audit trails of all candidates & CCTV footage / video recording of entire exam process within 72 hrs. of completion of examination and keep a backup copy of the same so as to provide information as & when required by ASRB.

#### II. Uploading of Documents and Sending e-mail/SMS to candidates

- (i) In case CBT is followed by a written Examination, the Selected Service Provider (SSP) will assist ASRB in:
  - Uploading of Admission Certificates with instructions for candidates
  - Preparation of Attendance Sheet
  - Preparation and declaration of final Result
- (ii) Hosting of web link for uploading of documents by the candidates qualified for the interview/ next stage.
- (iii) The Selected Service Provider (SSP) shall also manage to send e-mails and SMS to the candidates selected for interview/next stage.

#### **III. MIS Reports and other support activities**

- (i) Analysis of the candidate results and provision for generation of various MIS reports:
  - Category-wise / Gender-wise / Location-wise / Test Centre-wise
  - > Other reports as desired by ASRB
- (ii) Analyse 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) Assist ASRB in publishing detailed marks scored by the candidates on ASRB website / given website, in the format as decided by the ASRB.
- (v) Provide support to ASRB team in preparation of Court cases, RTI and other related activities (if required).

#### 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.	Registration of Online Applications	Three weeks
3.	Issue of Admit Cards	21 days before exam
4.	Arrangement and preparation of	At least thirty (30) days prior to Exam
	Centres	date
5	Conduct of Mock Test	Two/ one day(s) before the date of
		Examination
6.	Go Live to conduct exam	Date of Examination

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

#### **SECTION-IV**

# BID OPENING, EVALUATION PROCESS AND SELECTION PROCEDURE

# **Right to Accept or Reject:**

ASRB 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 there for.

# 1. Prequalification criteria of bidder

S.No.	Parameter	Criteria
A	Legal Entity	<ul> <li>i.) A Company incorporated in India under the companies Act 1956, 2013 and subsequent amendments there to (firm/Limited Liability Partnership/Govt./PSU).</li> <li>ii.) Should have GST Number</li> <li>iii.) Should have a valid PAN Number</li> </ul>
В	Earnest Money Deposit of ₹ 6,00,000 (Rupees Six lakhs) received in the form of Bank Guarantee (as per Format given in Annexure-VI) in favor of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank on or before the last date/time of submission of tender	EMD submission is mandatory.
С	Past experience in work of similar nature (CBT) on all India basis	Should have executed a total of at least three  (3) projects of similar nature (CBT) on all India basis with minimum of 25,000 candidates in each such single slot (through online payment Gateway and thereafter successful conduct of examination) during the period January, 2019 to December, 2023.  Photocopies of work orders and satisfactory completion certificate from the user Department(s) need to be attached; otherwise, bid will be treated invalid.  Work experience claimed without satisfactory
D	Average Annual turnover of the Agency in the financial years (2020-21, 2021-22 and 2022-23) relating to examination work	The firm should have Average Annual Turnover of atleast Rs 10 crores in last three financial years (i.e. 2020-21, 2021-22 and 2022-23) from CBT/ Examination. Turnover should be of the bidding agency and not that of the group to which the agency belongs. The turnover refers to a company and

	T	
		not the composite turnover of its subsidiaries/sister concern etc.
		Scanned copy of the audited document to show that the turn-over from the CBT is required. Moreover, the bidder should be a profitable firm/company during the last three years (2020-21, 2021-22 and 2022-23).
Е	Financial Strength 2020-2021,2021-2022 and 2022-23	Bidder should have positive net worth during the last three financial years. Documentary proof, i.e., certified copies of company balance sheet and profit & loss account (duly audited) need to be uploaded with the bid.
F	Party should be able to furnish a copy of the latest Income tax Return	ITR for the year 2022-23 need to be attached.
G	Compliance with ISO 27001	Certificate to be submitted
Н	Submission of proof of application developed as "Safe to Host" by any CERT-In empaneled agency.	Certificate to be submitted
I	Submission of proof of CMMi level 3/5 Certification (Development & Service)	Certificate(s) to be submitted
K	Other documents listed in <u>Schedule-I</u> to this tender document	Certificate(s) to be submitted
L	Declaration about Blacklisting (Annexure- IV)	Companies against whom any charge-sheet is pending before any court of law or company which has been found guilty by any court of law or the companies which have been blacklisted in connection with online examination related activities are not eligible to participate in the tender process.  To be furnished on a Non-Judicial Stamp Paper of value Rs. 100/- duly attested by
14	T.C.	Notary public
M	Infrastructure	The Bidder should have a branch office in Delhi/NCR

# 2. The <u>technical bids</u> shall not be considered for technical evaluation at all unless it is accompanied by submission of all the documents as stated above in Point (1) of Section IV.

The evaluators of the Technical bid shall not have access to the financial bid till technical evaluation is completed. The Technical bids shall be opened by a Technical Evaluation Committee (TEC) constituted for the purpose.

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

# 4. Scoring Model (Total Score 100)

S. No.	Criteria	
1.1	Bidder's Profile	20
1.1.1	Software Solution Management (Please attach self-Declaration by Authorized Signatory as proof regarding Organization owning the source code of the application software)	5
	Organization should own the source code of the application software. The Organization should have in house technical persons to maintain software and data used to conduct the exam and should follow well defined software Change Management processes to manage changes in the software.	5
1.1.2	Overall IT staff strength of own and not outsourced (Project Management/ Development/ Quality Assurance/ Implementation/Operation) (Copy of Current Pay Roll need to be attached)	15
	100-250 > 250	10 15
1.2	Bidder's Certification (Certificate from valid CMMI Institution need to be attached)	15
1.2.1	CMMi level (Organization-Development)	07
	CMMi level 3 Development	3
	CMMi level 5 Development	7
1.22	CMMi level (Organization-Services)	8
	CMMi level 3 Service	4
	CMMi level 5 Service	8
1.3	Bidder's Financial Capability (Scanned Copy of Audited Document need to be attached)	10
	Average annual turnover from online examination related services	
	for the financial years 2020-2021, 2021-2022, 2022-23(Average of all the three years will be taken into consideration for evaluation purpose)	
	More than 10 CR but less than or equal to 20 Crore INR	2
	More than 20 CR but less than or equal to 30 Crore INR	4
	More than 30 CR but less than or equal to 50 Crore INR	7
	More than 50 Crore INR	10
1.4	Bidder's experience in CBT (photocopies of Work Order and	35
1 1 1	Satisfactory Completion Certificate need to be attached)  Mayimum no of sandidates appropried in Computer Resed Test (CRT)	20
1.4.1	Maximum no. of candidates appeared in Computer Based Test (CBT) in a single slot completed in India at least once in last five years (i.e. in any examination conducted between January 2019 to December 2023). Please submit Work Order with successful Completion Certificate.	20
	More than 25,000 but less than or equal to 30,000 Candidates	5
	More than 30,000 but less than or equal to 40,000 Candidates	10
	More than 40,000 but less than or equal to 50,000 Candidates	15
	More than 50,000 candidates	20
1.4.2	No of Assignments in computer based examination (with more than 25,000 candidates in single slot) completed in India in last five years	15

	(i.e. in any examination conducted between January 2019 to December 2023).		
	(Photocopies of work orders and satisfactory completion certificate from		
	the user Department(s) need to be attached; otherwise, bid will be treated		
	invalid. Work experience claimed without satisfactory completion		
	certificate will not be considered.)		
	Upto 3 assignments		
	4/5 assignments		
	More than 5 assignments		
1.5	Bidder's Infrastructure Capability (Proof/Agreement(s) need to be		
	attached)		
1.5.1	Owned Nodes/ Nodes Under Agreement (available 24x7 with	15	
1.5.1	Owned Nodes/ Nodes Under Agreement (available 24x7 with minimum 250 nodes in each centre) in India (attach Proof)	15	
1.5.1	,	<b>15</b> 5	
1.5.1	minimum 250 nodes in each centre) in India (attach Proof)		
1.5.1	minimum 250 nodes in each centre) in India (attach Proof) 25,000 - 50,000 Nodes	5	
1.5.1	minimum 250 nodes in each centre) in India (attach Proof) 25,000 - 50,000 Nodes 50,000 - 1,00,000 Nodes	5 10	
	minimum 250 nodes in each centre) in India (attach Proof) 25,000 - 50,000 Nodes 50,000 - 1,00,000 Nodes More than 1,00,000 Nodes	5 10 15	
	minimum 250 nodes in each centre) in India (attach Proof)  25,000 - 50,000 Nodes  50,000 - 1,00,000 Nodes  More than 1,00,000 Nodes  Primary Data Center with Secondary DC site to be managed by the	5 10 15	
	minimum 250 nodes in each centre) in India (attach Proof)  25,000 - 50,000 Nodes  50,000 - 1,00,000 Nodes  More than 1,00,000 Nodes  Primary Data Center with Secondary DC site to be managed by the bidder/group of companies for data Security (Attach Proof)	5 10 15 <b>5</b>	
	minimum 250 nodes in each centre) in India (attach Proof)  25,000 - 50,000 Nodes  50,000 - 1,00,000 Nodes  More than 1,00,000 Nodes  Primary Data Center with Secondary DC site to be managed by the bidder/group of companies for data Security (Attach Proof)  Primary DC infrastructure with Secondary DC owned/outsourced by the	5 10 15 <b>5</b>	

#### 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 conforms to all the eligibility and terms and condition of the tender without any material deviation.

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
- 4. 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.

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

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. ASRB shall inform the date, place and time for opening of the Financial Bid to the technically eligible bidder(s).

The Financial bid should contain a quote in Indian Rupees. Applicable taxes will be paid as per applicable rates of the Government. In case of discrepancy between the price/rates in figures and words, the price/rates in words will be considered as final. Actual payment will be made on the basis of number of candidates/application registered for the examination (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.

# The amount quoted in the Financial Bid will be considered evaluation of the financial bid for award of tender

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

#### 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 + Fn \* 0.30

Tender will be awarded to the Bidder(s) on the basis of highest Composite Scores derived through the Quality and Cost Based Selection (QCBS) Evaluation Method for **Pre-examination**, **online CBT examination and post exam processing work for the Examinations to be conducted by ASRB**.

#### **SECTION-V**

#### **General Conditions of Contract**

- 1.0 ASRB conducts online and offline examinations for appointment to various posts under ICAR. Quotations are invited for conduct of Computer Based Tests to be conducted by ASRB. The contract shall be initially for a period of two years which may be further extended for two (02) more 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 list of cities where online examination facilities of ICAR are located is given below. These online facilities of ICAR may be used for conduct of Examination after making payment

Centre	Centre Name	Centre	State/UT	Capacity
Code	ICAD D:	Δ 1	C : 1	100
01	ICAR-Directorate of Medicinal & Aromatic Plants Research	Anand	Gujarat	100
02	ICAR-National Institute of Animal Nutrition & Physiology	Bengaluru	Karnataka	100
03	ICAR Research Complex for NEH Region	Barapani (Shillong)	Meghalaya	100
04	ICAR-Indian Veterinary Research Institute	Bareilly	Uttar Pradesh	120
05	ICAR-Central Inland Fisheries Research Institute	Barrackpore	West Bengal	100
06	ICAR-Central Institute of Agricultural Engineering	Bhopal	Madhya Pradesh	100
07	ICAR-Central Institute of Freshwater Aquaculture	Bhubaneswar	Odisha	100
08	Tamil Nadu Veterinary & Animal Sciences University	Chennai	Tamil Nadu	100
09	ICAR-Central Marine Fisheries Research Institute	Cochin	Kerala	100
10	ICAR-Indian Institute of Soil & Water Conservation	Dehradun	Uttarakhand	100
11	ICAR-Indian Agricultural Research Institute	Delhi	Delhi	120
12	ICAR-National Academy of Agricultural Research Management	Hyderabad	Telangana	120
13	Sher-e-Kashmir University of Agricultural Sciences & Technology of Jammu	Jammu	Jammu & Kashmir	50
14	ICAR-Central Arid Zone Research Institute	Jodhpur	Rajasthan	100
15	ICAR-National Dairy Research Institute	Karnal	Haryana	120
16	ICAR-Indian Institute of Sugarcane Research	Lucknow	Uttar Pradesh	100
17	ICAR-Central Institute of Post Harvest Engineering & Technology	Ludhiana	Punjab	50
18	ICAR-Central Institute of Fisheries Education	Mumbai	Maharashtra	120
19	ICAR-Central Institute for Cotton Research	Nagpur	Maharashtra	50

20	ICAR Research Complex for Eastern Region	Patna	Bihar	50
21	ICAR-Central Island Agricultural Research Institute	Port Blair	Andaman & Nicobar Islands	20
22	ICAR-Central Potato Research Institute	Shimla	Himachal Pradesh	50
23	ICAR-Central Institute of Temperate Horticulture	Srinagar	Jammu & Kashmir	50

- 1.2 The tender bids should be uploaded on GeM 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 online along with Undertaking on agency's letter head as per **Annexure-III**. 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, ASRB reserve 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 ₹ 6,00,000/- (Rs. Six Lacs only) must be received in the form of Bank Guarantee (as per format given in Annexure-VI) payable to PAO Sectt-I at New Delhi **on or before the last date/time of submission of tender** in Room No. 102, Examination Section, ASRB during working hours i.e. 9.00 A.M. to 5.30 P.M. on any working day (except Saturday, Sunday and Gazetted Holidays). The Bank Guarantee received after due date and time will not be accepted and should be valid for a period of not less than 90 days from the closing date of the tender.

#### EMD received in any other form/name will not be accepted.

1.5 The Earnest Money Deposit (EMD) should remain valid for a period of ninety 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 ₹ 30 Lacs (Rupees Thirty Lacs) is to be deposited in the form of Bank Guarantee (as per format given in Annexure-VII) in favour of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank as per attached format by the selected agency/ successful tenderer selected for Pre-examination, online CBT examination and post exam processing work for the examinations to be conducted by ASRB as Performance Security Deposit after receiving a communication from the Board about award of contract within 07 days of issue of award letter.

Performance Security Deposit received in any other form/name will not be accepted.

In the event of non-deposition of the Performance Security, the Earnest Money Deposit will be forfeited. The Performance Security would be retained by ASRB till satisfactory completion of the work assigned and must remain valid till ninety days of the completion of all contractual obligations.

- 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 ASRB under any circumstances.
- 1.8 No interest on security deposit and Earnest Money Deposit shall be paid by the Board to the tenderer.
- 1.9 Considering the confidentiality and sensitivity of the work involved, the bidders have to submit a certificate 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 ASRB 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 relations of the personnel to be deployed for this work would appear for the exam to be conducted by the Agency. Failure to comply would attract a penalty as the ASRB may deem fit to impose, including forfeiture of security deposit / Performance Security and termination of contract.

- 1.10 The tenderer is being permitted to give tenders in consideration of the stipulations on his part that 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 Board. In the event of the offer made by the tenderer not being accepted by ASRB, 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 Board. An Undertaking on agency's letter head as per **Annexure-III** is also required to be submitted by the tendering firm.
- 1.11 The <u>Schedule I & II</u> as well as <u>Annexure-I, II, III, IV & VI</u> of the tender form should be uploaded with online bids. In the event of the space provided on the schedule form being insufficient for the required purposes, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form.
- 1.12 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.
- 1.13 If a tenderer does not accept the offer, after issue of letter of award by ASRB within 07 (seven) days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
- 1.14 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 Board 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.
- 1.15 The rates quoted by each firm for job/service contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenders will be opened online by the authorised officer. Bidders have two options to participate in tendering process at the time of opening of Bids. Bidders can come at the place of opening of bids (manually) as done in the conventional tender process or he can visualize the process online without physically being present at ASRB (electronically).
- 1.16 Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on your behalf should be indicated in your tender. Name and address of permanent representative of the tenderer, if any, may also be indicated.

- 1.17 The Income tax or any other tax 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.
- 1.18 Decision of Secretary, ASRB shall be final for any aspect of the contract and binding to all parties. The dispute arising, if any, on the contract between the parties to the agreement shall be settled by mutual discussion and consultation. In case of failure of settlement through discussion/ consultation, the dispute shall be settled through arbitrator appointed under the provisions of the Arbitration & Conciliation Act, 1996 as amended from time to time. 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.
- 1.19 Acceptance by the Board 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.
- 1.20 The Board does not pledge itself to accept the lowest or any other tenders and also reserve 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.
- 1.21 The Board may in the interest of the candidates/ for smooth conduct of the examinations modify any of the terms and conditions of the contract with proper notice to the other party/parties.
- 1.22 Successful Bidder/tenderer will have to enter into a detailed contract agreement with ASRB on non-judicial stamp paper of ₹ 100/- (One hundred only) for work as per draft agreement enclosed at <u>Annexure-V</u>.

#### 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:

50% of the total payment due	On successful conduct of online Examination at all Centres.
25% of the total payment due	On satisfactory declaration of result
25% of the total payment	After submission of requisite MIS reports, uploading of final marks and publication of cut-off marks etc.

Income Tax and other taxes will be deducted at source from the bills as applicable. The Agency must furnish its PAN 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 with due 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 ASRB. The Bidder shall always support and safeguard the legitimate interests of the ASRB in any dealings with the third party. The security of the system should be full proof and shall be treated as "not fool proof", where unauthorized persons being able to access/infiltrate in to the system. The system shall be based on the application software. The vender/bidder shall be liable to pay to the

ASRB for any financial losses by way of some of system and process failure.

#### 3.2 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.

#### 3.3 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 ASRB 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 ASRB for any claims whatsoever made by such workers against ASRB in that behalf.

ASRB 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. ASRB 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.

#### 3.4 Performance Security

An amount of ₹ 30 Lacs (Rupees Thirty Lacs) is to be deposited in the form of Bank Guarantee (as per format given in Annexure-VII) in favour of PAO Sectt-I, New Delhi from any of the nationalized/ scheduled/ commercial bank by the selected agency/ successful tenderer selected for Pre-examination, online CBT examination and post examination processing work for the examination to be conducted by ASRB as Performance Security Deposit after receiving a communication from the Board about award of contract within 07 days of issue of award letter.

#### Performance Security Deposit received in any other form/name will not be accepted.

In the event of non-deposition of the Performance Security, the Earnest Money Deposit will be forfeited. The Performance Security would be retained by ASRB till satisfactory completion of the work assigned and must remain valid till ninety days of the completion of all contractual obligations. The proceeds of the performance security shall be payable to the ASRB 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 ASRB for failure. In the event of any contract extension, the Bidder shall, within 7 days of such an extension, furnish the amended/ revalidated performance security, rendering the same valid for a period of 90 days beyond the extended duration of the contract.

#### 3.5 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.

#### • Average Turn over:

Average Annual Turnover of Rs 10 crores in the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) from CBT/ online Examination. Scanned copy of the audited document to show the turn-over from the CBT is required to be submitted.

• Turnover should be of the bidding agency and not that of the group to which the agency belongs. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concern etc. Moreover, the bidder should be a profitable firm/company during the last three years (2020-21, 2021-22 and 2022-23).

#### • Experience:

- a. The bidder or the consortium firms should have executed a total of atleast three (3) projects of similar nature (CBT) during **the period January 2019- December 2023** with a minimum of 25,000 candidates in each such single slot with candidates registered online through online payment gateway and thereafter successful conduct of examination. 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 authorised 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 Board would interact only with the lead bidder who would be fully responsible for carrying out or enforcing the conditions of the Contract.

## 3.6 Penalty Clause / Liquidated Damage

- i. If at any stage before or after the award of contract, it comes to the notice of the Board that the company has concealed or manipulated / fabricated any information to mislead the Board or has not carried out the assignment as per terms and conditions mentioned in the contract or has committed any irregularity, 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.
- ii. The payment to the service provider shall be made in Indian rupees and shall be paid only after the successful completion of the work as indicated in payment schedule, without any errors.
- iii. In case of non-fulfilment of the service provider's specific obligation as under the contract, which not-fulfilment leads to data loss/ non-compliance of event based log/data saving, the service provider shall indemnify ASRB to the extent of any loss suffered by ASRB as a result of such data loss/non-compliance of event based log/data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by ASRB to the service provider (under to terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.
- iv. If any examination has to be conducted either on the buffer date or any of the unused weekends due to any technical or non-technical problems from the service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal. In addition to this, penalty equivalent to 5(five) times of total amount admissible in respect of that center/venue will be deducted from the payment due to the Service Provider.
- v. In case the Service provider fails to fulfil the obligations as per the terms and conditions of the contract, the ASRB may impose penalty to the extent of 100% of the total payment due for that particular Examination. In addition, the Performance Security is also liable to be forfeited.

- vi. In case of any kind of fault or break in service of any live node/terminal during the registration process/ Computer Based Examination, in addition to any other penalty, the ASRB reserves the right to impose penalty.
- vii. In case of any deficiency of service provided by the Technical Administrators in conducting the "Computer Based Test (CBT)-Examination" at a Test center that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the service provider shall be limited to twice of total payable by ASRB to the service provider for that particular test center where the deficiency has been verified and confirmed by ASRB.
- viii. If the Service provider fails to deliver any or all of the Service(s)/Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, ASRB shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order value of the delayed Service(s) or unperformed Service(s).
  - ix. In case the service provider fails to execute the contract in part or full, the ASRB shall have liberty to get it done through any other agency with full cost recoverable from the service provider in addition to damages and penalty. The ASRB may, after giving a written notice of suspension to the selected service provider, and considering the representation, if any, submitted by him within a period of 07 days from receipt of such notice, suspend all payments to the selected service provider, if the selected service provider 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 selected service provider.
  - x. If the delay adversely affects conduct of examination the security deposit/performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.
  - xi. If the service provider fails or neglects any of the bid obligations under the contract, it shall be lawful for ASRB to forfeit either whole or any part of performance security furnished by the service provider for such failure.
- xii. If the delay adversely affects conduct of examination, the performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The ASRB 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.
- xiii. Moreover, if the service providing agency does not provide any of the facilities mentioned in the Tender, penalty as decided by the Secretary, ASRB will be imposed to it on the basis of feedback received from the ASRB representative deployed at Centre and it may be up to 100% of quoted rates (per candidate rate) for each deficiency, after issue of a written show cause notice to the agency.
- xiv. Failure of online examination for any slot(s)/ centre(s) at any stage during the entire course of the examination will entail a penalty of 100% of the Project cost for that particular slot(s)/ centre(s) and if any re-examination is held, the entire cost shall be borne by the agency.
- xv. In addition to above stipulation ASRB reserves the right to initiate debarment proceedings as per Clause 2.4 of Manual for Procurement of Consultancy Services, 2019, Ministry of Finance, GOI.

#### 3.7 Prices

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

#### 3.8 Subcontracts

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

#### 3.9 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 provided by Bidder. The timelines as notified from time to time by ASRB to the bidder 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 ASRB in writing the fact of the delay, it's likely duration and its cause(s). The ASRB will evaluate the situation and in the exceptional circumstances and in the interest of work, may extend the Bidder's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the ASRB 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 by the Competent Authority.

#### 3.10 Termination for Default

ASRB may, without prejudice to any other course of action for breach of contract, by written notice of a month period (30 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 ASRB.
- ➤ The defaulting party fails to perform any other obligation under the contract agreement.

In the event of the ASRB terminating the contract in whole or in part, the ASRB 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 ASRB 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 ASRB for which payment has been made. The Bidder may request ASRB 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 Gurantee 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.

#### 3.11 Termination for Insolvency

The ASRB 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 ASRB. 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 ASRB and ASRB may take appropriate action as deem fit.

#### 3.12 Suspension

The ASRB may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 07 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.

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

#### 3.13 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 ASRB's business or operations without the prior consent of the ASRB.

#### **Code of Integrity:**

The Bidders should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the services or during execution of resultant contracts:

i.	"Corrupt practice"	Making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the services or to otherwise influence the procurement process or contract execution;
ii.	"Fraudulent Practice"	Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
iii.	"Anti-competitive practice"	Any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, not-competitive levels;
iv.	"Coercive Practice"	Harming or threatening to harm persons or their property to influence their participation in the procurement process or affect the execution of a contract;
V.	"Conflict of Interest"	Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships of financial or business transactions with any official of Purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Purchaser with an intent to gain unfair advantage in the services or for personal gain;

		and	
vi.	"Obstructive Practice"	Materially impede the Purchaser's investigation into	
		allegations of one or more of the above mentioned	
		prohibited practices either by deliberately destroying,	
		falsifying, altering; or by concealing of evidence material to	
		the investigation; or by making false statements to	
		investigators and/or by threatening, harassing or	
		intimidating any party to prevent it from disclosing its	
		knowledge of matters relevant to the investigation or from	
		pursuing the investigation; or by impeding the Purchaser's	
		Entity's rights of audit or access to information;	

#### 3.14 Force Majeure

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

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the ASRB, regarding Force Majeure shall be final and binding on the Bidder. If a Force Majeure situation arises, the Bidder shall promptly notify to the ASRB in writing, of such conditions and the cause thereof. Unless otherwise directed by the ASRB 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 ASRB may, terminate this agreement by giving a written notice of a minimum 15 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 30 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.

#### 3.15 Resolution of Disputes

Decision of Secretary, ASRB 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/her 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, ASRB. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time.

#### 3.16 Legal Jurisdiction

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

#### 3.17 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.

### 3.18 Responsibilities of the Bidder

The bidder shall be responsible for the successful completion of work as per the terms and specification and direction of ASRB.

#### 3.19 Interpretation

In these Terms & Conditions:

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

#### **SCHEDULE-I**

#### 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 (Attach copy)
  - (i) Indian Companies Act, 1956/2013
  - (ii) Indian Partnership Act, 1932 (Please give names of partners)
  - (iii) Consortium:
  - 4. (i) For Partnership firms registered under the Indian Partnership Act, 1932, please state further whether in the partnership agreement, 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) Regarding (i) / (ii) above, 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)
  - 5. 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
  - 6. Address of office in the National Capital Region (NCR).

- 7. Name and full address of your banker
- 8. Your Permanent Account No. (PAN) (copy of PAN to be uploaded)
- 9. GST Registration No.
- 10. Date of establishment of the agency/firm/company
- 11. Any other relevant information

#### **PART-II (Documents to be submitted)**

- 12. Earnest Money Deposit (EMD) in the form of Bank Gurantee (As per format given in Annexure VI)
- 13. 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 with capability of at least 25,000 candidates in each single slot (through online payment Gateway and thereafter successful conduct of examination) are executed during the period January 2019- December 2023 with copy of self-attested work orders along with scanned copies of satisfactory services report, a total of atleast three (03) projects of similar nature, with details in enclosed tabular form (Annexure-I).
- 16. Scanned copy of duly audited balance sheet of the firm to show the profit & loss account of the firm to the satisfaction of the ASRB by Chartered Accountant/ Chartered Accountant firm during each of the financial years 2020-2021 & 2021-2022, 2022-23 (Annexure-II).
- 17. Scanned copy of the audited document to show that the turn-over from the CBT to the satisfaction of the ASRB, as per criterion listed in Section-II.
- 18. Scanned copies of Income Tax and GST Registration Certificates and latest Income Tax Return submission copy & PAN Card copy.
- 19. Scanned copy of confirmation of testing system compliant with ISO 27001.
- 20. Scanned copy of 'safe to host' certificate by CERT-in empanelled agency.
- 21. Scanned copy of CMMi Level 3/5 Certificates (Certificate from a valid CMMI Institution in Development & Services are required)
- 22. An Undertaking as per <u>ANNEXURE-IV</u> duly attested by Notary on a non-judicial stamp paper of value of ₹100/- (Rupees One Hundred Only) regarding no pending charge-sheet and non-blacklisting by any of the Govt. Departments, Public Sector Undertakings, Autonomous Bodies and/or by Central Vigilance Commission.
- 23. Scanned copy of list of centres (owned/ Under Agreement) & Infrastructure facilities available on All India Basis. Proof of own nodes/ Agreement(s) with Centres need to be attached.
- 24. An Undertaking regarding Bidding through E-tendering process for pre-examination, Online Computer Based Test (CBT) and post-examination processing work of ASRB as per **Annexure-III.**
- 25. Scanned copy of a Certificate as per para 1.9 of Section-V of this tender document.
- 26. Self-Declaration by Authorized Signatory of Organization as proof regarding owning the source code of the application software.

- 27. Copy of Pay Roll of the Firm to show Overall IT Strength (not Outsourced) need to be attached.
- 28. Proof regarding Primary Data Centre with Secondary Data Centre to be managed by bidder.

#### PART-III

- 29. Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders
- 30. Name of the permanent representative to be visiting ASRB, KAB-I, Pusa, regarding the contract

Date: _	
Place: _	

**AUTHORISED SIGNATORY** 

#### **SCHEDULE-II**

#### **FINANCIAL BID**

To,
Controller of Examinations,
Agricultural Scientists Recruitment Board,
KAB-I, Pusa,
New Delhi-110 012

Sir,

I/We wish to submit our Tender for E-tendering process for pre-examination, Online Computer Based Test (CBT) and post-examination processing work of ASRB

S. No.	Particulars	Rates quoted
1.	Rates for all the responsibilities as per scope of work per candidate for pre-examination, online examination and post examination processing work (excluding all applicable taxes).  as detailed in scope of work	Rs/- (in figures)  (Rs. in words

# N.B.: Rates must be quoted invariably otherwise the Bid shall be rejected without assigning any reason.

- (i) Applicable Taxes will be as per provision under para 1.17 of Section-V of this tender document.
- (ii) Number of candidates pertains to the actual number of candidates to whom admission certificate is issued.
- (iii) Board reserves the right to conduct the Examination in Single Slot or in Multiple Slots.

Submitted By:	
Name and Address of the Agency:	

### **ANNEXURE-I**

# <u>DETAILS OF SIMILAR CBT WORK EXECUTED DURING THE PERIOD JANUARY 2019-</u> <u>DECEMBER 2023</u>

S.No.	Name of work/project and location	Name of organization	Total No. of candidates handled	Total No. of shifts taken for completion	Date of commencement as per contract	Actual date of completion	Litigation/ Arbitration pending in progress with details	Name/Designation /Office Address including e- mail/Telephone No. of officers with whom reference may be made	Remarks (if any)
1	2	3	4	5	6	7	8	9	10

(Signature with date and Seal of Bidder)

#### **FINANCIAL INFORMATION**

1. Financial Analysis: Details to be furnished duly supported by figure in Balance Sheet/profit and Loss Account for the last three years i.e. 2020-2021, 2021-2022 and 2022-23 duly certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (Copies to be attached).

Table-1: Total Turnover

S.No.	<u>Details</u>	( <u>1)</u> 2020-21	( <u>2)</u> 2021-22	( <u>3)</u> 2022-23
i.	Gross annual turnover			
ii.	Profit/Loss (please tick as applicable)			
iii.	Financial Position:			
	a) Cash			
	b) Current Assets			
	c) Current liabilities			
	d) Working Capital (b-c)			
	e) Current Ratio:			
	[Current Assets/Current			
	Liabilities (b/c)]			

**Table-2: Turnover from Computer Based Test only** 

S.No.	<u>Details</u>	( <u>1)</u> 2020-21	( <u>2)</u> 2021-22	( <u>3)</u> 2022-23
i.	Gross annual turnover			

- 2. Please attach Up to date income Tax Clearance Certificate
  - Audited Balance Sheet for the above financial years
  - Certificate of financial soundness from Bankers of Bidder
- 3. **Note**: Attach additional Sheet, if necessary.

(Signature with date and Seal of Bidder)

#### **UNDERTAKING**

Bidding through E-tendering process for pre-examination, Online Computer Based Test (CBT) and post-examination processing work for the examinations to be conducted by ASRB

AJAD					
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					
То,					
The Controller of Examinations					
ASRB, KAB-I, 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 pre-examination, Online Computer Based Test (CBT) and post-					
examination processing work of ASRB for the examinations to be conducted by ASRB.					
I / We have deposited the Earnest Money Deposit in the shape of Bank Gurantee o					
Rs.6,00,000/- (Rupees Six lakh only) (Refundable) in the name of the PAO Sectt-I payable a					
New Delhi, Issued from Bank(Scanned copy attached).					
I / We hereby agree to all the terms and conditions, stipulated by the ASRB, in thi					
connection including delivery, penalty etc. quotations for each group are being submitted online					
and shall be considered on their face value.					
I/We undertake that penalty amounting to 100% of the Project Cost will be imposed on u					
in case of failure of the firm in carrying out the assigned work.					
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) and					
scanned copy is attached herewith.					
I / We certify that no charge-sheet against the company / consortium firms is pending					
before any court of law and the company / any of the consortium firms has not been found guilty					

may be removed from the list of service providers / suppliers at the ASRB, New Delhi.

I/We agree to abide by this bid for a period of 90 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.

communication from the Board about award of contract and start the work as per instruction immediately, failing which our / my earnest money deposit may be forfeited and our / my name

I / We undertake to sign the contract / agreement within 07 (seven) days from receiving a

by any court of law in connection with online examination related activities.

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

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

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

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

I/We undertake that if the firm fails to fulfill any of the terms and conditions of this agreement or commits breach of the contract, ASRB shall cancel/terminate the contract and forfeit the performance security and initiate such other suitable legal action as the Board may deem fit against the firm/agency.

I/We undertake to communicate promptly to ASRB any changes in the condition or working of the firm. It is certified that we have not been blacklisted/debarred by any organisation of Government of India/State Govt./ Govt. of NCT of Delhi including Central Vigilance Commission (CVC)/ by any other Organization. The undersigned is fully authorised to sign and submit this application form on behalf of the organisation, he/she represent. We authorise ASRB to approach individuals, employees, firms and corporations to verify our competence and general reputation.

Date:	Yours faithfully,
Sign atoms of with one	Signature & Seal of the Tenderer
Signature of witness:	Telephone No. Office:
Name & Designation of witness	Res.:
Address:	Mobile:

### **Decleration about Blacklisting**

To,	
Controller of Examinations	
ASRB	
Pusa,	
New Delhi 110012	
Sir,	
In response to the request of Bids for <b>Pre-examinat exam processing work for the examinations to be</b>	<del>-</del>
I/We hereby declare that presently our Agency/firr record to examination business in India. Our Agency/f any PSU or Any Regulatory Body or Government of agencies or any other organization for any reasons fraudulent practices or for indulging in unfair trade pr	irm is neither blacklisted nor debarred by India or State Government or any of its whatsoever for indulging in corrupt or
It is further certified that no charge-sheet is pending a	gainst the firm.
If this declaration is found to be incorrect then without us and we may be disqualified to participate in the Bid	
Thanking Yo	u,
	Yours faithfully
Name of the Bidder	Authorized Signatory
Seal of the Organi	zation
<b>Note:</b> This is to be furnished on a Non-Judicial S by Notary public.	Stamp Paper of value Rs. 100/- duly attested

#### **DRAFT SPECIMEN AGREEMENT**

This agreement is made at .	(place)	on (month/yea	r) day of between
Agricultural Scientists Re	ecruitment Board	(hereinafter called	ASRB) through
(designation of the compe	tent authority in A	ASRB)[ wł	nich term shall include its
successors, assignees etc.	on the first part]	and(nan	ne & address of the firm)
(hereinafter called the firm)	) [which term shall	include its authorized	representatives, successor,
assignees etc. on the other p	art].		

Whereas the ASRB has decided to assign a contract of

Pre-examination, online CBT examination and post exam processing work for the examinations to be conducted by ASRB.

at different Centres 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 ASRB shall have no liability on this account in any manner.
- 4. That the Firm shall ensure that all persons deployed at ASRB premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
- 5. The ASRB 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 ASRB.
- 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. In case of dispute between the parties, the matter shall be referred to the sole arbitrator appointed by the Secretary, ASRB. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties. The arbitration proceedings shall be governed by Arbitration & Conciliation Act, 1996 as amended from time to time.
- 8. That the firm shall ensure the successful implementation of the terms and conditions of the agreement by proper control and supervision of the work.
- 9. That in case the firm fails to fulfill any of the terms and conditions of this agreement or commits breach of the contract, ASRB shall cancel/ terminate the contract and forfeit the

performance security and initiate such other suitable legal action as the Board may deem fit against the firm/ agency as per terms and conditions of the contract.

- 10. The contract is subject to the conditions that the firm shall comply with all the laws and byelaws of Central Govt. / State Govt. / NCT of Delhi as applicable relating to this contract.
- 11. In case of any loss or damage to the property of the Board which is attributable to the firm, the full damages will be recovered from the firm as decided by Board.
- 12. The firm shall not transfer its right or sub- contract to anyone else.
- 13. The firm or its workers shall not misuse the premises allotted to them for any purpose other than for which contract is awarded.
- 14. 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.
- 15. The terms and conditions as stipulated in the tender documents and enclosed herewith, shall be part of the agreement.

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

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

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

(For firm)	(For ASRB)
Witness:-	
1	
2	

## Format for Bank Guarantee for Earnest Money Deposit (EMD)

To,								
	PAO, Sectt-1	l,						
	New Delhi.							
Sir,								
In			ASRB's	Tender ts register	No ed office at			, M/s called 'Bidder'),
wisł		ite in the	said bid fo	or Pre-Exa	mination, On	line Com	puter Based	Test (CBT) and
Earn date in the	nest Money Depended	posit am ender, is hich am	ounting to required t	Rs 6,00,00 to be subm	00 (Six Lakhs itted by the l	s only) and oidder as a	d valid for 9 a condition f	Bank) against 0 days from the or participation ny contingency
Anu expi requ Eari	sandhan Bhav ressed its inten rested us,	van-I, Plation to plation to plate it is a posit of I	USA, New participate Bank, to is	Delhi (he in the said sue an irr	reafter called bid and in the revocable Figure 1	ed the 'B terms then nancial B	eneficiary') reof has app ank Guaran	nt Board, Krishi datedhas croached us and tee against the 0 days from the
und Boar Six I com fron reas	ertake to pay rd (ASRB), Kris akh only) witl ply with any co n the Board abo	immedia shi Anus nout any ondition out awar h deman	ately on fir andhan Bha reservation of the bid, on the of contra	st written awan-I, PU on, protest or does not ct, without h demand	demand by ISA, New Del t, demur and accept the o t the benefic made by the	Agriculto Ihi an amo I recourse order after iary needi e said ben	ural Scientisount of Rs 6, e in case the receiving a ing to prove the ficiary sha	e guarantee and sts Recruitment 00,000 (Rupees e bidder fails to communication or demonstrate ll be conclusive
opei shal	ning of tender i	.e. upto_ to such	If a	any further eriod (not	r extension o exceeding o	of this Gua ne year) o	rantee is req	from the date of quired, the same g instructions in
In w	ritness whereo	f the Ban	ık, through	its author	ized officer, l	has set its	hand stamp	oed on
Nan Desi	ature of Authone gnation of Bank		-					

### Format of Bank Guarantee for Performance Security

Bank	Guarantee No.: Dated:
To,	
ŕ	PAO, Sectt-1, New Delhi.
Refer	ence:- Tender No for Pre-Examination, Online Computer Based Test (CBT) and Post-Examination processing Works for Agricultural Scientists Recruitment Board (ASRB), Krishi Anusandhan Bhawan-I, PUSA, New Delhi awarded to M/s, having its registered office at (hereafter called 'Contractor') vide letter Nodated
Recru	This deed of Guarantee made this day of between (name of having registered office at and branch office at (hereinafter referred to as "Bank") of the one part and Agricultural Scientists attment Board, Krishi Anusandhan Bhawan-I, PUSA, New Delhi (hereinafter called the ASRB) other part.
Test <b>ASRE</b>	Whereas Agricultural Scientists Recruitment Board, Krishi Anusandhan Bhawan-I, PUSA, Delhi has awarded the Tender No for Pre-Examination, Online Computer Based (CBT) and Post-Examination processing Works for the examinations to be conducted by to M/s, having its registered office at (hereafter I 'Contractor') vide letter Nodated (Hereinafter called "the Contract").
perfo	Whereas the contractor is bound by the said Contract to submit to the ASRB an irrevocable rmance security for a total amount of Rs 30,00,000 (Thirty Lakhs only).
autho	I the undersigned(Name of Bank official), of thebank being fully orized to sign and to incur obligations for and on behalf of the Bank hereby declare that the Bank will guarantee the ASRB the full amount of Rs 30,00,000 (Thirty Lakhs only) as stated ex.
mere cause any c failur regar unde	After the Contractor has signed the aforesaid contract with the ASRB, the Bank further and promise to pay the amount due and payable under this guarantee without any demur ly on a demand from ASRB stating that the amount claimed is due by way of loss or damage to or would be caused or suffered by ASRB by reason of any breach by the said contractor of the terms or conditions contained in the said agreement or by reason of the contractor e to perform the said agreement. Any such demand made on the Bank shall be conclusive as ds the amount due and payable by the Bank under this guarantee. However, our liability this guarantee shall be restricted to an amount not exceeding Rs. 30,00,000 (Rupees Thirty stonly).
or pr being this b	We (indicate the name of Bank), further undertake to pay to the ASRB any sy so demanded notwithstanding any dispute or dispute raised by the contractor in any suit occeeding pending before any court or Tribunal relating to liability under present contract absolute and unequivocal. The payment so made by us (name of Bank) under bond shall be a valid discharge of our liability for payment there under and the Contractor have no claim against us for making such payment.

We (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of ASRB or by ninety days of completion of all contractual obligations of ASRB under or by virtue of the said agreement have been completed and its claims satisfied or discharged by
Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the ASRB or until ninety days of completion of all contractual obligations of ASRB whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the ASRB within validity/extended validity period of guarantee from the date of aforesaid.
Provided always that we
We
The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor. The expressions "ASRB", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.
We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of ASRB in writing.
Notwithstanding anything to the contrary contained hereinbefore:
i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. $30,00,000$ (Rupees Thirty Lakhs only)
ii) This Bank Guarantee shall be valid up to ninety days of completion of all contractual obligations of ASRB, unless extended on demand by ASRB.
Signature of Bank Authorized Official with seal
Name:
Designation:
Address:

Witness:	
1. Name:	
Designation:	
Address:	
2. Name:	
Designation:	
Address:	