



Guru Gobind Singh Indraprastha University

Sector 16C, Dwarka, New Delhi -110078

Website: <http://ipu.ac.in>

Phone No. 011-25302252

011-25302250

Dated: 15.12.2022

TENDER No. 02/GGSIPU/COE/CONFIDENTIAL/2022-23

E-TENDER (NIT)

The Registrar, on behalf of GGSIPU invites online two bid system tender from reputed companies/ firms with relevant experience (who meet the eligibility Criteria) through e-procurement portal for **Conducting Proctored Online Semesters Examination of the University**, at Sector 16C, Dwarka, New Delhi-110078. Tender document can also be downloaded from Delhi Govt. e-procurement website i.e. www.govtprocurement.delhi.gov.in. The details of Tender document can also be viewed from University Website <http://ipu.ac.in>.

1.	Name of work	Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the University at Guru Gobind Singh Indraprastha University, Sector 16 C, Dwarka, New Delhi – 110078
2.	The EMD alongwith covering letter must be submitted as per the last date, time and venue for submission (No other documents need to be submitted in hard copy). The last date and time of uploading technical and financial bid on e-procurement website.	04/01/2023 upto 03.00 p.m.
3.	Date and time for opening of Technical bid	04/01/2023 at 04.00 p.m. in the Office of the Controller of Examinations, Administrative Block, GGSIPU, Sector 16 C, Dwarka, New Delhi – 110078
4.	EMD	Rs. 4,80,000/- (Rupees Four Lakh Eighty Thousand Only) in the favour of Registrar, GGSIP University in the form of an account payee demand draft, fixed deposit receipt, banker's cheque, bank guarantee or online mode with validity of 120 days.
5.	Cost of Works	Rs 240 Lacs (approx.)
6.	Tender document with detailed specifications of terms and conditions, Technical bid and Financial bid, can be downloaded free of cost from the website i.e. http://govtprocurement.delhi.gov.in and www.ipu.ac.in. The Technical & Financial bid should be uploaded on e-procurement website i.e. www.govtprocurement.delhi.gov.in (No documents need to be submitted in hard copy other than EMD).	
7.	Financial bid shall be opened after evaluation of technical bid and the date & time will be notified, thereafter on e-tender website www.govtprocurement.delhi.gov.in	

(REGISTRAR)



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Dated:15.12.2022

TENDER No. 02/GGSIPU/COE/Confidential/2022-23

E-TENDER (NIT)

Notice Inviting E-Tender for Empanelment of Agency(ies) to conduct Proctored Online Term-End Examinations at Guru Gobind Singh Indraprastha University, Delhi

The Registrar, on behalf of GGSIPU invites online two bid system tender from reputed companies/ firms with relevant experience, who meet the eligibility Criteria through e-procurement portal for the following work(s):

Name of the Work: **Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the University**

The last date and time of uploading technical and financial bid on e-procurement website. **04.01.2023 Upto 3:00 PM**

Pre-bid Meeting date and Time **23.12.2022 at 11:00 AM.**

Last date for receiving Pre-bid Queries **23.12.2022 Upto 10:00 AM Queries can be mailed at coe@ipu.ac.in**

Date and time for opening of Technical bid **04.01.2023 at 4:00PM**

EMD **Rs. 4,80,000/-** (Rupees Four Lakh Eighty Thousand Only) in the favour of Registrar, GGSIP University in the form of an **account payee demand draft, fixed deposit receipt, banker's cheque, bank guarantee or online mode.**

Cost of Material **Rs 240 lakhs (approx.)** plus taxes as applicable.

Tender document with detailed specifications of terms and conditions, Technical bid and Financial bid, can be downloaded free of cost from the website i.e. <http://govtprocurement.delhi.gov.in> and www.ipu.ac.in

(REGISTRAR)

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Fact Sheet

S. No.	Particulars	Details
1.	Tender Notification No.	02/COE/Confidential/2022
2.	Tender Notification Date	_____
3.	Selection Method	Tender will be awarded to the Bidder with the highest score secured through the Quality and Cost Based Selection(QCBS) Evaluation method
4.	Tender Issued by	GGSIPIU
5.	Estimated Cost	Rs 240 lakhs (approx.)
6.	EMD	Bid Securing Declaration (in the attached format)
7.	Nodal Officer for Correspondence and Clarifications	Controller of Examination, GGSIPIU
8.	Last date for receiving Pre-bid Queries	23.12.2022 @10:00 AM Queries can be mailed at coe@ipu.ac.in
9.	Pre-bid Meeting date and Time	23.12.2022 @ 11:00 AM.
10.	Issue of addendum /clarification if any and required	http://govtprocurement.delhi.gov.in and www.ipu.ac.in
11.	Last date for bid submission	04.01.2023 @ 03.00 PM
12.	Opening of Technical bid cover	04.01.2023 @ 04:00 PM
13.	Presentation & demonstration by Qualified bidders	the time of presentation will be informed by Guru Gobind Singh Indraprastha University
14.	Opening of Financial Bid of technically eligible bidders.	The date will be intimated later in the same portal
15.	Bid validity Period	120 days

1.0 ABOUT THE UNIVERSITY:

Guru Gobind Singh Indraprastha University (GGSIPU) is first University established in 1998 by Govt. of NCT of Delhi under the provisions of Guru Gobind Singh Indraprastha University Act, 1998 read with its Amendment in 1999. The University is recognized by University Grants Commission (UGC), India under section 12B of UGC Act. It is a teaching and affiliating University with the explicit objective of facilitating and promoting "studies, research and extension work in emerging areas of higher education with focus on professional education, for example engineering, technology, management studies, medicine, pharmacy, nursing, education, law, etc. and also to achieve excellence in these and connected fields and other matters connected therewith or incidental thereto."

2.0 VISION:

The University will stimulate both the hearts and minds of scholars, empower them to contribute to the welfare of society at large; train them to adopt themselves to the changing needs of the economy; advocate them for cultural leadership to ensure peace, harmony and prosperity for all.

3.0 BRIEF PARTICULARS OF THE WORK:

- 3.1 Guru Gobind Singh Indraprastha University, Delhi intends to conduct the end term semester examinations through online proctored computer based examination that has the ability to accommodate and publish the Multiple Choice Questions and Subjective Questions in the same solution within the given time frame of the proctored examination through their deployed Software Interface.
- 3.2 The Service Provider shall provide the technology and the operational solutions for the conduct of the proctored online examination on the basis of the time table published by the Controller of Examinations of Guru Gobind Singh Indraprastha University for the conduct of end term semester examinations.
- 3.3 The Service Provider is required to conduct the examinations on the dates and times specified by GGSIPU. This tender is strictly meant for the proctored online examinations proposed to be conducted by GGSIPU. The tentative number of students expected to be 80,000 (approx.) for the odd semester, which may vary.

4.0 DEFINITIONS:

In this document the following words and expression have their meaning here by assigned to them.

- 4.1 GGSIPU/ University means the Registrar, Guru Gobind Singh Indraprastha University, Delhi
- 4.2 Agency/ Bidder/ vendor means the individual, proprietary firm, firm in partnership, limited company, private or public or corporation.
- 4.3 "YEAR" means "Financial year" unless stated otherwise.

5.0 INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE:

- 5.1 Information and instructions for Bidders will form part of NIT.
- 5.2 The Bid Document as uploaded can be viewed and downloaded free of cost by anyone

including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents.

- 5.3 After submission of the bid the bidder can re-submit revised bid any number of times but before last time and date of submission of bid as notified.
- 5.4 While submitting the revised bid, bidder can revise the rate any number of times but before last time and date of submission of bid as notified.
- 5.5 On opening date, the bidder can login and see the bid opening process.
- 5.6 Bidder can upload documents in the form of JPG format and PDF format.
- 5.7 It is mandatory to upload scanned copies of all the documents as stipulated in the bid document. If such document is not uploaded, the bid will become invalid and shall be rejected.
- 5.8 If the bidder is found ineligible after opening of bids, the bid shall become invalid and shall be rejected.
- 5.9 If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the bidder the bid shall become invalid and shall be rejected.
- 5.10 **Payment of cost of Tender documents:** The collection of cost of Tender documents is dispensed away with, as there is no physical supply of tender documents and also to have absolute anonymity of the bidders participating in e-procurement solution. The bidders can view/ download the tender documents, from the www.govtprocurement.delhi.gov.in. and www.ipu.ac.in
- 5.11 **Submission of bids:** The bidders who are desirous of participating in "e procurement" shall submit their technical and financial bids in the standard formats prescribed in the Tender documents, displayed at www.govtprocurement.delhi.gov.in and www.ipu.ac.in. The bidder should upload the scanned copies of all the relevant certificates, documents etc., on the www.govtprocurement.delhi.gov.in in support of their bids. The bidder shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity.

Bidders are required to submit the bid in two bid system:

1. Technical Bid: Documents related to eligibility criteria.
 2. Financial Bid
- 5.12 **List of Documents to be scanned and uploaded within the period of bid submission:**
1. Letter of Transmittal in Format 1
 2. Copy of Bid Securing Declaration in Format 2.
 3. Structure of organization in Format 3
 4. Copy of CA Certificate for last three years' financial years' for turnover, and last five year for profit and loss account in format 4
 5. Performance Certificate from client department in support for eligibility and Form 26AS etc. (if required) in format 5 and 6
 6. Self-attested copy of valid GST Registration Certificate.
 7. Self-attested copy of PAN Card.
 8. Affidavit in Format 7.
 9. Financial Bid in Format 8

- 5.13 **Bid Security (Earnest Money Deposit):** The Bidder shall furnish the Bid Securing Declaration as per the attached format.
- 5.14 **Performance Security:** The successful bidder should furnish Performance Security in form of FDR / bank guarantee covering equal to 3% of the total value of contract. The same shall be deposited in the University after receiving the letter of Intent and it should be valid 60 days beyond the date of completion of all contractual obligation. After receipt of valid performance security, the successful bidder shall be issued a letter of award to commence the work.
- This Performance Security shall be in the form of Fixed Deposit Receipts or bank Guarantee in the prescribed format. In case the bidder fails to deposit the said performance security within the period as above, including the extended period if any, the agency shall be debarred for participation on tenders in GGSIPU for a period of one year.
- 5.15 **Financial Bid Opening:** The Technical Bid will be opened online by the Controller of Examination at the specified date & time and the result will be displayed on the www.govtprocurement.delhi.gov.in and www.ipu.ac.in which can be seen by all the bidders who participated in the tenders. The financial bid of technically qualified bidders shall be opened at later date. The date of opening of financial bid will be notified separately.
- 5.16 **Processing of Tenders:** The concerned officer/ officers will evaluate and process the tenders as done in the conventional tenders and will communicate the decision to the bidder online.
- 5.17 **Participation of Bidders at the time of opening of bids:** Bidders have two options to participate in tendering process at the time of opening of Bids:
- Bidders can come to the place of opening of bids (electronically) as done in the conventional tender process. Or Bidders can see the process online.
- 5.18 **Signing of agreement:** After the award of the bid, an agreement shall be signed as done in conventional tenders.
- 5.19 Intending Tenderers are advised to inspect and satisfy themselves before submitting their tenders as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the work whether he acquaints itself or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a tenderer implies that he has read this notice and all other bid documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 5.20 The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the financial bid, which rates and prices shall, except as otherwise provided, cover all his obligations under the Bid and all matters and things necessary for the proper completion.
- 5.21 Rates quoted by the agency shall be keeping in mind the specifications, conditions, scope of work and are inclusive of all taxes, incidental charges, manpower, software, equipment etc. as required for successful execution of the work. Rates in tender will be valid for one year which is extendable for another one year on existing terms and conditions. Examinations may conduct any time with in a year as specified by the GGSIPU.
- 5.22 **Corrigendum:** If any Corrigendum/modifications/corrections is published in the website www.govtprocurement.delhi.gov.in and www.ipu.ac.in, the bidder must notice and take

that into account before submission of online bid.

- 5.23 The University will not be responsible for any kind of delay or difficulty faced in the submission of bids online by the bidders.
- 5.24 In the event of the opening day of the tender is declared as a holiday / closed day / or if the tenders could not be opened due to unforeseen circumstances on that day, such as force majeure, the tender will be opened on the next appointed time and date will be notified later.
- 5.25 A pre-bid meeting shall be held on 23.12.2022 @ 11:00 AM in the Conference Room, Examination Division, GGSIPU, Sector 16-C, Dwarka, New Delhi -110078 to resolve the query related to this work from the agency.
- 5.26 The bid submitted shall become invalid if:
- The bidder is found ineligible.
 - The bidder does not upload all the documents as stipulated in the bid document.
 - If bid securing declaration is not submitted.
 - if a tenderer quotes nil rates against each item in tender.
- 5.27 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- 5.28 On acceptance of the tender, the bidder shall intimate in writing the name of the authorized representatives who shall be responsible for taking instructions from the Controller of Examination or his representative shall be communicated in writing to the Controller of Examination.
- 5.29 The bidder shall indemnify and hold GGSIPU harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works or services provided under this bid.
- 5.30 Tender Document is for empanelment of agency(ies) to conduct proctored online term-end examinations at Guru Gobind Singh Indraprastha University, Delhi.
- 5.31 University reserves the right to select / shortlist more than one agency.
- 5.32 Work Order will be awarded based on the requirement of the University from time-to-time.

6.0 BASIC INFORMATION FOR TENDER SUBMISSION

- 6.1 All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even, if no information is to be provided in a column, a 'nil' or 'no such case' entry should be made in that column. If any particulars/query are not applicable in case of the bidder, it should be stated as 'Not applicable'. The bidders are cautioned that not giving complete information called for in the application forms or not giving it in clear terms or making any change in the prescribed forms (or) deliberately suppressing the information may result in the bid being summarily disqualified. Bid's made by telegram or telex and those received late will not be entertained.
- 6.2 The bid should be typed. The bidder should sign each page of forms and documents before scanning & uploading.

- 6.3 Pages of the Eligibility document are numbered. Additional Sheets if any added by the bidder should also be numbered by him. They should be submitted as a package with signed letter of transmittal.
- 6.4 References, information and certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Administrative officer or equivalent.
- 6.5 The bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete envisaged work. He is, however advised not to furnish superfluous information. No information shall be entertained after submission of eligibility criteria document unless it is called for by the University.

7.0 METHOD OF APPLICATION:

- 7.1 If the bidder is an individual, while submitting the documents mentioned in the list along with letter addressed to Registrar, he shall sign above, and mention his/her full type written name, phone number and current address.
- 7.2 If the bidder is a proprietary firm, while submitting the documents mentioned in the list along with letter addressed to Registrar the proprietor shall sign above, and mention his/her name, phone number and the full name of his firm with its current address.
- 7.3 If the bidder is a firm in partnership, while submitting the documents mentioned in the list along with letter addressed to Registrar the letter shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the later case a certified copy of the power of attorney should accompany the application. In both the cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.
- 7.4 If the bidder is a limited company or a corporation, while submitting the documents mentioned in the list along with letter addressed to Registrar the letter shall be signed by a duly authorized person holding power of attorney for signing the application accompany by a copy of the power of attorney. The bidder should also furnish a copy of memorandum of articles of association duly attested by a Public Notary.

8.0 DURATION OF CONTRACT:

The Validity of the contract will be 12 months from the date of letter of award. The period of contract is extendable by another one year on the existing terms and conditions.

9.0 FINAL DECISION-MAKING AUTHORITY:

- 9.1 The University reserves the right to accept or reject any bid and to annul the process and reject all bid's at any time without assigning any reason or incurring any liability to the bidder's.
- 9.2 The competent authority on behalf of the Registrar of GGSIPU, does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- 9.3 The competent authority on behalf of the Registrar of GGSIPU reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted

10.0 QUALIFICATION CRITERIA AND EVALUATION:

10.1 Initial Eligibility Criteria

Each bidder should possess the following pre-qualification initial criteria to be eligible for technical evaluation (marking). Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated.

- 10.1.1. The bidder should be a company or a firm registered in India. The registered bidder should be operating in India with an objective of offering relevant Computer Based online Examination Services that are the subject matter of this tender.
- 10.1.2. The bidder should participate as a single entity. No consortium or group of companies will be allowed.
- 10.1.3. The bidder's Average Annual Turnover should be Rs. 72 Lacs or more in the last 3 consecutive Financial Years (FY 2019-20, 2020-21 and 2021-22). The turnover should be of the bidder and not of the group companies or consortium. The bidder should submit certificate from the chartered accountant for the same
- 10.1.4. The bidder has to be profitable and should not have incurred loss in more than two years in last five Financial Years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22). The bidder should submit certificate from the chartered accountant for the same.
- 10.1.5. The Bidder should be registered with the appropriate tax authorities such as Income Tax, GST and should submit the valid certificates of registration with these authorities.
- 10.1.6. The bidder must have successfully executed 2 similar projects. The documentary evidence in the form of work order/ contract and performance report issued by client must be enclosed.

Similar project means conduct of proctored online examination in IIT/NIT/University/Institution of Higher Education with at least 5000 students in single shift / at one session. Experience in private entity must be supplemented with Form 16 / Form 26As as proof of payment in lieu of execution of work. Any experience as a consortium partner will not be considered.

- 10.1.7. The bidder must have a primary data center (owned or leased) with Disaster Recovery (DR) site infrastructure or cloud Disaster Recovery services for data Security. Data Center should be certified as per the Government of India Guidelines. Copy of the certificate and details of the infrastructure to be furnished.
- 10.1.8. The bidder should not have been blacklisted by central / state government departments / undertakings or any educational institute in last three year from the last date of the tender submission in the University. In case the same has been revoked, the agency shall not be considered as blacklisted.

10.2 Marking Scheme for Technical Evaluation and Procedure for Award:

- 10.2.1 Those bidders who are found eligible in initial eligibility criteria will be further evaluated as per criteria defined here as under:

Criteria for Evaluation of the Performance of Bidders for Eligibility		
	Attributes	Evaluation
a)	Financial Strength (20 marks) i) Average annual turnover of 3 years	i) 60 % marks for minimum eligibility criteria (Rs. 72 lacs) ii) 100% marks for twice the

		minimum eligibility criteria or more In between (i) & (ii) – on pro-rata basis
b)	Experience in similar projects (40 marks) Similar project is conduct of Online Proctored Examination for 5,000 candidates in a single session. Any experience as consortium partner will not be considered.	4 Similar Project – 40 3 Similar Project – 36 2 Similar Project - 24
c)	Performance of work (Quality) (20 marks) The projects considered in criteria (b) above will be considered for marking under this criteria	i. Outstanding - 20 ii. Very Good - 16 iii. Good - 14 iv. Satisfactory - 12 v. Poor - 0
	Minimum Technical marks required in criteria a, b, c put together for being invited for Presentation: 48 . In case number of bidders scoring marks 48 or more are less than three, the top three bidders will be called for presentation.	
d)	Presentation – (20 marks) Tentative date of Presentation will be informed to the eligible bidders at a later date	Bidder to provide one signed hard copy of the presentation to the University.
	Total marks: 100	

10.2.3 The presentation broadly includes about the software / plan of action / process / proctoring / security features/ capability to execute the work and user interface

10.2.4 Guru Gobind Singh Indraprastha University's decision will be final for the evaluation of Technical Bids.

10.2.5 The technically qualified bidder would be identified after considering the Technical evaluation including presentation to a committee of experts.

10.2.6 Technical evaluation of the offers shall be carried out by an Expert Committee constituted for this purpose by GGSIPU. The Technical Evaluation Committee will call the bidders for presentation or clarifications to assess the understanding of the bidder regarding the scope and magnitude of the work.

10.3 Opening of Financial Bid:

10.3.1 Minimum marks required for opening of Financial Bid is 60 out of 100 in criteria mentioned above In case number bidders scoring more than or equal to 60 are less than three, then financial bid of top three bidders in technical evaluation shall be opened.

10.3.2 The Financial Bid of only those Bidders who have been found to be TECHNICALLY ELIGIBLE will be opened. The Financial bids of ineligible bidders will not be opened.

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

10.4 Evaluation and Comparison of Bids:

10.4.1 70% weightage will be awarded for Technical Evaluation and 30% weightage will be awarded for Financial Evaluation.

10.4.2 The technical Bid will be assigned a Technical score out of a maximum of 100 points, as per the Scoring Model provided in the previous section.

10.4.3 The commercial/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 Quality and Cost based selection (QCBS) based evaluation, explained in section below.

10.4.4 Procedure for awarding Financial Score after opening the Financial Bids of the technically qualified Bidders.

$$\text{Financial Score of Bidder} = (100 \times \text{L1 Bidder Price}) / \text{Bidder's Price}$$

10.4.5 Procedure for selecting the bidder - Quality and Cost based selection (QCBS)

The work shall be awarded to the bidder with the highest combined score calculated using the following formula:

$$\text{Combined Score} = \text{Technical Score} \times 70\% + \text{Financial Score} \times 30\%$$

10.4.6 **System of Award of Contract:** The Tender scoring highest combined score would be considered for award on the Quality and Cost Based Selection (QCBS) Method with Technical Score weightage of 70% and Financial Bid Weightage of 30%.

In exceptional situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

11.0 SCOPE OF WORK:

The Complete Examination process has been divided into three broad phases

- General
- Pre-Examination Phase
- Examination Phase
- Post-Examination Phase

The procedures which are required to be followed for the pre-examination, examination and post-examination operations include the capability of the bidder to set up a secure Master Control facility where the post-examination data will be uploaded.

11.1 General

- No of candidates: 80000 (approx.) including reappear students
- Number of courses per student/ Semester: 5 (approx.) for regular candidates
- Duration of Exam: 90 minutes for Multiple Choice Question paper
 120 minutes for Subjective Type Question Paper
 Or as decided by the GGSIPU

- Type of Exam:
Multiple Choice Questions with four optional choices of which only one option is correct.
Subjective Type Question Paper: candidate has to attempt few questions out of 8 to 9 question as per the scheme and syllabus
- Additional time for before and after the Examination: As decided by the University
- The software should be capable of conducting at least 10000 candidate's concurrent examinations smoothly in a session.

11.2 Other Requirements

- Question Paper Authoring
- Attendance sheet
- Bulk upload features for the following:
 - i. Questions
 - ii. Question paper Templates
 - iii. Candidates information
 - iv. Method to encrypt the bundle of question papers and transfer to the bidder
 - v. Software to conduct as well as monitor the status during the conduct of the examination of all the candidates.
 - vi. Date Sheet, Programme wise / Paper wise / Subject wise / Session wise
 - vii. Software for post examination operations that includes:
 - Course-wise Bulk Download (pdf / image format)of all evaluated answer script
 - Marks of all the candidates who appeared for the examinations in MS-Excel format
 - Detailed response sheet for every candidate paper wise
 - Audit logs of activities of every candidate
 - Analytics and basic statistics on the responses obtained from all the candidates.
 - Help Desk support at all phases of examination for all stakeholders in coordination with the University
 - Bulk e-mail and SMS facility to notify students regarding any updates / information

11.3 Pre-Examination Phase

The bidder will work with GGSIPU to facilitate the following and ensure that the examination is smoothly conducted for the examination takers.

- The selected bidder is expected to draw the examination plan and implement the design of the examination processes as required by GGSIPU.
- Broadly, the requirements will be as follows:
 - i. To synchronize the data of the student programme wise / batch wise/ paper (MCQ's or Subjective) wise
 - ii. Registration of the students which includes basic information and photo of the candidate along with the payment of online registration fee prescribed by the GGSIPU in the University account through payment gateway

- iii. Facility to upload the photograph of students as available in the Guru Gobind Singh Indraprastha University database and mapping of between two photographs.
 - iv. Bulk uploads support including images (for Student Details, Question Papers in MS-Excel template)
 - v. Question Paper (QP) review
 - vi. QP encryption (at rest and during network transfer)
 - vii. Mapping of QP with the time-table/schedule of the examinations.
 - viii. Training-University Stakeholders for QP creation/ evaluation of subjective papers etc. for smooth conduct of papers and declaration of the result.
 - ix. Conduct Online Mock test for Students
 - x. Help Desk support at all phases of examination for all stakeholders in coordination with the University
 - xi. Software should have facility for login and have proper rights management for Examination Authorities/ Question Paper Setters/ Invigilators (Test Administrators)/ Evaluators etc.
- The bidder would provide the Question Paper Authoring software and train GGSIPU officer/ official on Question Paper Authoring.
 - The authoring module must be modified to include new features as requested by the question paper setters, as much as is possible.
 - The Question Paper Authoring module must allow for creating multiple versions of a question paper by jumbling the questions and the choices for a question in case of MCQ's.
 - The bidder would train the Proctors identified by GGSIPU (if necessary).
 - The proposal submitted by the bidder should indicate the manner of Examination delivery and the limits to which the system has been tested in terms of the number of client systems connected simultaneously, without loss of performance in the examination environment.

Students must be provided the following:

- The examination software is working and launching without any hitch
- Sample data attachments are opening.
- The microphone, web camera and the browser settings are working well in the laptop/ desktop/ smart phone/ tablet and can be activated during the examination.
- Access to the mock examination to be able to test their connectivity to the system and the software a few days ahead of the examination. The candidate should be able to test the system and get an idea of how the questions will be displayed during the actual examination.
- Clear and transparent guidelines agreeable by GGSIPU and the bidder, to be given to the candidates on the activities that are considered as malpractices for an online proctored examination.
- Bidder should communicate clear guidelines (on dos and don'ts) to the Candidates well in advance, so that the candidate is ready for the online proctored examination.
- There should be clear guidelines as to when to hold, re-start and terminate the examination.

- The software must obtain concurrence of the candidate for having read all the instructions before the start of examination.
- In addition, it is expected to have the following Complete Security Management processes including geo location and IP address tracking.
- Any other processes related to the conduct of the Examination, including preparation of pre- examination mock test and practice modules for candidates to be hosted on 24/7 operational servers and conduct of practice sessions for the online examination.
- The successful bidder shall prepare and provide the Standard Operating Procedure (SOP) forecasting for all the processes for the safe and secure conduct of the examination along with the rules for contingency and exception handling/ emergency procedures.
- The bidder shall provide specifications for Hardware and Software required at all stages of the examination at the student side/user machine.
- Devices and systems to be used for authentication and audit trail mechanisms required for Examination.
- The successful bidder shall provide necessary consulting, training and manpower support to handle the entire Examination. If the required Hardware, Software and networking shall be installed by the Bidder on lease/ rent basis, whose cost shall be covered under the commercial bid.
- The successful bidder shall carry out periodic audit for
Hardware, Processor, RAM, Network, Webcam, Microphone, Key Boards etc.
Software- Operating System, Browser, Screen resolution and Network connectivity and report to the stakeholders
- The successful bidder shall provide a facility to all the candidates to register themselves online for a mock test prior to the commencement of the first examination mutually agreed with GGSIPU. Additional mock examination shall be conducted by the successful bidder, if needed. The same facility should also be available online to be run through the web server. The mock examination be on the same model as the actual examination.
- The list of candidates who did not participate in the Mock Examination is to be provided to GGSIPU by the successful bidder.
- The successful bidder shall provide the facility for securely implement the Question Papers (in English and Hindi languages, if required) for the online examination. Absolute confidentiality shall be maintained at all stages of the examination.
- The successful bidder shall provide required instructions/ Information to the candidates appearing for examination with verbal/ video/ written document for awareness of the students.
- All pre-examination phase processes shall be carried out by the successful bidder in consultation with GGSIPU.
- At the time of execution of bid, the successful bidder must ensure for the provision of the maximum concurrent users and help desk support towards the conduct of examination.

Test Centers:

- The students will take up their examination from their home / any other centre as designated by the University and the successful bidder would train all the students

by providing the mock test, explain about the type of proctoring that would take place during the examination and shall clarify their doubts during the examination.

- The online proctoring mode shall be tested for the fair and smooth conduct of the examination.

Malpractices and Guidelines to be conveyed to the Candidates:

- Clear and transparent guidelines agreeable by the successful bidder and GGSIPU shall be given to the candidates on the activities that are considered as malpractices for an online proctored examination.
- These guidelines will be updated and approved by GGSIPU on a regular basis.
- The successful bidder should communicate clear guidelines (on dos and don'ts) to the candidate well in advance so that the candidate is ready for the proctored examination.
- The successful bidder should communicate clear guidelines to the candidates on malpractices.
- Disqualification criteria should be as per malpractice regulations as stipulated by GGSIPU.
- There should be clear guidelines given to the candidate as to when to hold, re-start and terminate the examination.
- The system should be designed such that the examination should commence only after the confirmation by the candidate for having read the instructions.

11.4 Examination Phase

- The successful bidder shall make the following necessary arrangements, in consultation with GGSIPU.
 - i. Candidate details with Photographs
 - ii. Examination attendance- Shift wise/ programme wise/ subject wise
 - iii. Training the stakeholders on the client side
 - iv. Incidents reports (if any)
 - v. Help Desk support
- The examination shall be computer based proctored online one with Multiple Choice Questions (MCQs provided on screen one at a time on a randomly basis or as instructed by the University, without any manual intervention and subjective examination as per the list provided by the GGSIPU.
- Sufficient time of 15-20 minutes shall be allotted before the examination for online instructions about the structure of the examination, time limits and guidelines for answering the questions.
- The computer-based proctored online examination software should support standard features such as the display of details of candidates, detailed instructions upon login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, display of status of questions with different colors and symbols, switching between sections, English and Hindi languages (if any), provision for enlargement of font/ image, navigation to the unanswered questions and prompt for submission.
- **Secured Browser:** Secured Browser which will give access exclusively to the examination alone; no other applications should be accessible to the candidate after the start of examination or during examination.

- Details to be displayed on candidate's console as part of Examination software during the examination.
 - i. Display of instructions to candidates up on login and before the start of examination. The candidate must be able to retrieve instructions at any time during the examination as well.
 - ii. Start and closure of the examination at the scheduled time (candidates must not be able to start their examination even if they login before the scheduled time).
 - iii. Display of remaining time available to the candidate.
 - iv. Display of candidate's details on the screen (including a photograph if available) during the examination.
 - v. Viewing of the questions one after the other in case of MCQ's question paper.
 - vi. The preview of question paper in case of Subjective type question paper.
 - vii. Selection of questions in random order to answer.
- Uploading of answer scripts in case of Subjective Examination
 - i. The candidate should able to upload answer scripts question wise at the end of the examination or in between the examination as per their convenience.
 - ii. The candidate shall be able to see the preview of their uploaded answer script so that they ensure that the answer sheets uploaded is clearly legible and answer sheets are in sequence.
- **Online Proctoring**
 - i. This activity involves the activation of online Proctoring facility for the candidates. This should be on a Real Time basis but without compromising the credibility and security of the examination.
 - ii. This feature is to be backed up by Artificial Intelligence (AI), and the same should be customizable as per GGSIPU requirements.
 - iii. This feature will be tested as part of the demo as and when required by GGSIPU.
 - iv. The online Proctoring activity must have the following features:
 - Establish candidate authentication;
 - Check candidate's computer hardware, Web camera, microphone, software, surroundings, network, bandwidth etc. As per the online Proctored Examination requirements.
 - Disabling all Bluetooth devices, all unnecessary ports, special purpose keys, print-screen and copy-paste features in browsers.
 - The online Proctoring facility should allow for human proctoring through Live Feed of the examination of each candidate, if needed.
 - Examination resumes to be allowed only within a small- time limit, customizable by GGSIPU.
 - Search for any candidate attempting the examination.
 - Familiarization of candidate to online Proctoring, Do's & Don'ts, Instructions, bio breaks etc.
 - Online Proctor system should be able to validate the successful completion of the examination before result processing.
 - Provide quick access to GGSIPU to view Paused/ Disconnected candidates.

- Ability to broadcast/announce messages across all the live candidates.
- Any other activities that are necessary and required as demanded.
- **Invigilation during the examination**
 - i. The enrollment number, photo, name, and DOB is to be verified by the online proctor of system prior to allowing the candidate into the examination. Every screen of the Candidate (examination taker) will have a photograph visible to the candidate. The replica of the screen shall be visible to the online proctoring system also.
 - ii. The online proctoring system with AI features shall monitor the examination taker continuously and provide support till the end of the examination.
 - iii. The online proctoring system should also ensure proper conduct of examination and ensure that candidates do not use un-fair means during the examination, as per the specifications agreed upon by Service Provider and GGSIPU.
- **Monitoring:** The software shall have the capability to start the examination for all the candidates, monitor the status of each candidate (whether logged in, examination started, idle/ active, disconnected, submitted, geolocation, IP address, etc.).The server must maintain an audit trail of every operation of the candidate machine on the server.
- **Master Control Facility:** The conduct of examination should be accessible for monitoring by GGSIPU, ably supported by technical personnel who are well versed with the online proctored Examination Software. At the end of examination in each session, the candidate's response data and audit trail data of each candidate to be shared with GGSIPU. The bidder should provide the facility to monitor the pre-examination, during examination and post-examination activities of all candidates taking examinations simultaneously.

11.5 Following provisions shall be made available by GGSIPU:

- i. Student data includes Name, Enrollment number, Photographs, programme name, institute name, subject code for which the candidate applied for appearing, for uploading in data base.
 - ii. Question papers for the conduct of online examination before the examination as per the mutually consent with the GGSIPU.
 - iii. Schedule of examinations and marking schemes
 - iv. Rules and guidelines for online exam in consultation with the bidder.
 - v. Answer keys for Multiple Choice Questions.
 - vi. The list of subject wise Evaluators for Evaluation of answer script of subjective question paper.
- **Note – Following amenities shall be made available by the successful bidder:**
 - i. Soft Copy having the details of students with photographs and the course details
 - ii. Complete candidates' response during the examination, audit trail and Video Streaming.
 - iii. Complete response related data of all the candidates along with data related to all discrepancies

11.6 Post-Examination Phase

- Bulk download of the answer scripts (readable format like pdf / image file which are printable on A4 size paper).
- In case of subjective examination, the evaluation shall be done the by evaluators deployed by the GGSIPU. The login id and password should be provided to the designated evaluators to complete the evaluation in time bound manner and results shared with GGSIPU in a mutually agreed format.
- The successful bidder shall calculate the marks obtained by each candidate as per the requirement and marking scheme to be provided by GGSIPU for MCQ's
- The bidder shall forward the soft copy of the answer script to the evaluators for Evaluation of answer script of subjective question paper and calculate the marks obtained by each candidate as per the requirement and marking scheme to be provided by GGSIPU.
- The candidate's responses, photograph, audit trails and Video Streaming should be uploaded automatically to the successful bidder's data center in a secured manner. There should not be any traces of any data pertaining to the candidates whatsoever left on the candidate device after the examination.
- The successful bidder should be able to hand over the raw responses/ data to GGSIPU immediately (same day) from the bidder's server after the candidate's response. The software should have the capability to take the answer key, post examination. The data also needs to be uploaded to a server at the Master Control Facility of the service provider.
- Note:
 - i. The successful bidder shall carryout/ demonstrate complete System Test Run (STR) with test data to GGSIPU before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
 - ii. The selected successful bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.
 - iii. **Test Data Archiving:** The selected bidder shall archive the results and other examination data for future references after a specified time, as per the requirement of GGSIPU.
 - iv. **MIS generation/ customized reports:** The selected bidder shall provide adequate information to the Examination Division as per the requirement of GGSIPU.

11.7 Assessment Platform level

- i. The proposed examination and question paper (both in English and Hindi languages, if required) generation software should be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer Based Proctored Online Examination. They must have the copyright of the source code and all its components.
- The bidder should have all the necessary components and dependency of source code of Computer Based Online Proctored Examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make

necessary configuration changes. The major/minor configuration changes in software requested by the University must be made immediately.

- Different versions of Software code should be managed appropriately in a standard version control system within the organization.
- The Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
- The bidder should own the test cases and regression testing code to prove that they have done necessary testing of the software to scale up and conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the examination must be tested for Performance, Security, Usability, High- Availability, Business Continuity, and Disaster-Recovery.
- The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the examination.
- The bidder should have an in-house quality assurance group and a strong quality management system to do quality check of the software.
- Proper security provision for source codes shall be maintained.
- The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- The bidder's software should have a facility to create question paper (in English and Hindi languages, if required) securely at a designated place decided by authorized personnel of the University.
- Authoring module must allow for encryption and password protection. The Service Provider should provide the certificate of confidentiality with regard to contents of all the question papers.
- No personnel of Service Provider shall have direct or indirect access to any of the questions in the authoring process until the day of the examination the University authorizes the content to be accessed.
- The system should support question and randomization of answers with the shuffling option ensuring that no two question papers are alike.
- The final question paper would be password protected by the University and the University will never share the password.
- The bidder should provide web application to monitor from the control centre at the University, the pre-examination, during examination and post-examination activities of the entire examination process.
- **Zero Loss of Data:** The Service Provider will ensure that there is no loss of response related data for any candidate or any other data related to the examination either from the client systems or the servers.
- **Security:** The computers administering the examinations should not be able to connect or access any other machine/ parallel monitors for verbal prompting of answers by any other person other than the candidate or network other than the one on which the examination is being conducted. The presence of Desk Sharing Software, the video of the shared screen and any other application in operation shall also be captured if any candidate attempts to compromise on the integrity of the examination. That apart, the proctoring component shall be in such a manner that

every detailed deviations and aberrations (malpractices) during the examination process for every single candidate shall be meticulously captured with event logs, audio and video evidences supporting the provisions of Indian Evidence Act and the IT act for the University to face any litigation at a later date where the service provider is expected to support the University for such cases when allegations are thrown.

- **Scalability** - Server and Software application should be designed for scale.
- **Stability and robustness** - Server and Software should be made secure for potential online attacks and threats.
- **Responsiveness of the system** - Response time of the server and software should be quick to enable the candidate to take the examination without any technical glitches.
- **Conduct of Examination and Security of Examination:** The successful bidder will also ensure maintaining the secrecy of the examination material with the support of the University. Any decision by the University in this regard shall be final.
- At any time before the submission of bids, the University may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, the Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by the University. However, the University has the right to cancel or modify the tender based on the circumstances.
- Even though the bidders may satisfy the above requirements, they may be disqualified if they have:
 - Given misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - Confidential inquiry that reveals facts contrary to the information provided by the bidder.
 - Confidential inquiry that reveals unsatisfactory performance in any of the selection criteria.
 - If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence the conduct of semester examination where there might be a possibility of an aid given to candidates to respond to questions.
- The bidder should have all the relevant facilities and logistics available to execute the work.
- The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.
- The bidder shall be a single point of contact with GGSIPU and shall be solely responsible for the execution and delivery of the work. The Bidder will provide the examination delivery software.
- In case of any delays/ issues during the pre-examination processes, during conduct of examination or during post-processing of examination responses, the Bidder should submit a detailed report to GGSIPU, outlining the causes of the problem and the work around for the problem faced that was provided.

12.0 RATES AND TERMS OF PAYMENT:

- 12.1 The payment to the selected Service Provider shall be made in Indian Rupees and shall be paid only after the successful completion of the entire work without any delays or errors.
- 12.2 No advance payment shall be made.
- 12.3 The payment would be released as per the following schedule / pattern upon furnishing of bills by the successful bidder.

A	15% of the total payment	Registration of the students, Mock test, Training of the stakeholders and installation of control room
B	25% of the total payment	On successful testing & Conduct of Proctored Online Examination
C	40% of the total payment	On satisfactory declaration of results
D	20% of the total payment	After submission of requisite MIS reports etc.

- 12.4 The payment shall be made by "Electronic Fund Transfer (EFT). The Service Providers is therefore requested to indicate EFT No. and other relevant details in your offer /bill(s). The Bidder must submit their Banker's name, address, Type of Account & Account. No. and IFSC no. etc. Service Providers are required to submit an authorization form duly signed for e-payment to them.
- 12.5 For claiming payment, the Service Provider has to submit Invoice duly pre-receipted. Also, TDS and taxes as applicable will be deducted as per rules.
- 12.6 The payment shall be made on the basis of valid students registered through online registration system of Service provider.
- 12.7 If any exam cancelled due to any reason whatsoever the agency shall be under obligation to re-conduct the same exam as per schedule provided by the University.
- 12.8 GST or any other tax applicable in respect of inputs procured by the Bidder for this bid shall be payable by the Bidder and University will not entertain any claim whatsoever in respect of the same.
- 12.9 In case of quantity defined in the contract gets deviated upto 100%, the agency will have to execute the contract on same rates and terms and conditions. Nothing extra shall be payable.

13.0 PENALTY CLAUSES:

- 13.1 The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time overruns etc. If the bidder fails to execute the contract, the University shall have the liberty to get the work done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- 13.2 Delay in release of accurate results in correct format – A penalty of Rs 10 per student per paper per day will be levied with maximum of 10% of the clause 12.3C (i.e. On satisfactory declaration of results). **In case, penalty is levied equal to 10% of the contract amount, the agency is then liable for termination of contract under the clause 14.2.**

(1) **MCQ results should be submitted within 07 days after the completion of last exam of the programme-wise and semester wise.**

Delay in release of accurate results of **MCQ** in correct format – A penalty defined as below:

No. of records (for appeared students' papers) X Rs.10 X No. of days in delay of results*

***For example :**

No. of Students	No. of Papers	Total Records
100 (Regular students)	4	400
10 (Reappear students)	4	40
Total		440

No. of Records	Amount (Rs.)	No. of days in delay of results	Total Penalty Amount (Rs.)
440	10	3	13,200

Delay to be condoned by the Controller of Examination based on the genuinely facts.

(2) **Subjective results should be submitted within 07 days after the submission of the evaluated scripts of the programme-wise and semester wise.** Any exception for the declaration of the results will be discretion of the Controller of Examination.

Delay in release of accurate results of **Subjective** in correct format – A penalty defined as below:

No. of records x Rs.10 x No. of days in delay of results*

***For example :**

No. of Students	No. of Papers	Total Records
100 (Regular students)	4	400
10 (Reappear students)	4	40
Total		440

No. of Records	Amount (Rs.)	No. of days in delay of results	Total Penalty Amount (Rs.)
440	10	3	13,200

Delay to be condoned by the Controller of Examination based on the genuinely facts.

13.3 Delay in resolving the query of candidate within 24 hrs in helpline to the satisfaction of the candidate, a penalty of Rs 1000 per such complaint of unresolved query shall be imposed.

13.4 Further, if there is a failure of the system during the conduct of examination, the successful bidder should re-conduct the examination and for the re-conduct of such examination, no additional payment shall be made by GGSIPU

14.0 LEGAL ISSUES:

14.1 Suspension of Work

- i. The Service Provider shall, if ordered in writing by the tendering authority for non-performance, temporarily suspend the works or any part thereof for such a period and such a time as ordered.
- ii. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Service Provider, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Bidder.
- iii. In case of the suspension of works not due to any default or failure on the part of the Service Provider, and lasts for a period of more than 2 months, the Service Provider shall have the option to request the tendering authority to terminate the Contract with mutual consent.

14.2 Termination of Contract

- i. The Tendering Authority may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. Further the tendering authority may also terminate the contract at any stage or minimize the number of student for which the examination proposed to be conducted if the University finds the quality of service not upto the satisfaction of the University. In these event, termination shall be without compensation to the Service Provider, provided that such termination shall not prejudice or affect any right of action or remedy, which has accrued or shall accrue thereafter to the Tendering Authority. In such cases of termination of contract or modification of scope of work, the University shall not be liable to pay any compensation, cost or indemnity to the bidder
- ii. If the Service Provider, after the issue of the award of the contract, fails to abide by the terms and conditions of the tender document or fails to execute the work as per the prescribed schedule given or at any time repudiates the contract, the tendering authority will have the right to terminate the contract and also invoke performance security deposited by the firm and get the work done from other Service Provider at the risk and consequences of the first Service Provider. The cost difference between the alternative arrangements and Service Provider's bid value will be recovered from the firm along with other incidental charges including transportation, taxes, etc. in case tendering authority is forced to work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the Service Provider.
- iii. Tendering Authority reserves the right to blacklist a bidder for a suitable period in case the bidder fails to honour his bid without sufficient grounds.
- iv. At the end of contract period or on termination of contract for any reason, the Service Provider should handover / transfer the database in full in the required format to GGSIPU.
- v. The decision of competent authority of GGSIPU regarding determining the performance will be final.

15.0 FORCE MAJEURE:

- 15.1 The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 15.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable.
- 15.3 If at any time, during the continuance of the empanelment, the performance in whole or in part by either party of any obligation under the empanelment is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, natural calamities, lockouts, freight embargoes or any other acts of Nature, provided notice of happenings of any such event is duly endorsed by the appropriate competent authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as possible, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event(s), be entitled to terminate the empanelment/contract, nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance, and deliveries under the empanelment/contract shall be resumed as soon as possible after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the empanelment is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the empanelment.

16.0 RESOLUTION OF DISPUTES:

- 16.1 The Tendering Authority and the Service Provider shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them in connection with the contract.
- 16.2 If, after thirty (30) days from the commencement of such informal negotiations, the Tendering Authority and the Service Provider have been unable to resolve amicably a contract dispute, all such disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole Arbitrator to be appointed by GGSIPU, whose decision shall be binding and final. All arbitrations shall be held in Delhi only.
- 16.3 Even after arbitration if any questions, disputes and/or differences arises under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of, Delhi only.
- 16.4 Any court case arising out of the bidder's mistake will be defended by the bidder with no cost to GGSIPU and any legal liability arising out due to the negligence of the bidder.
- 16.5 This tender document is not an offer and is issued with no commitment. GGSIPU reserves the right to withdraw this notice inviting tender and or vary any part thereof at any stage. GGSIPU further reserves the right to disqualify any bidder, should it be so necessary at any stage.

17.0 INDEMNITY:

- 17.1 In case, any special, indirect, incidental, consequential damages including loss of revenue, data, records/reports and any such resultant action in consequence of these events takes place, the exemplary/ punitive/ liquidated damages, as per the provisions of the contract or under any applicable law, the parties shall make themselves liable for such indemnification as arising out of the contractual obligation.
- 17.2 If the University is required to pay any amount to student in form of compensation / damage etc. or if the University is required to incur some cost attributable to deficiencies in services provided by the agency, then agency shall be liable to pay the same to University. In case the agency does not pay this amount, university will be at liberty to recover the same from the payables to the agency or performance security.

FORMAT-1 LETTER OF TRANSMITTAL

(This is to be furnished on the letterhead of the bidder)

Bid for Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGS Indraprastha University (Applicant’s Expression of Interest)

To,

The Registrar

Guru Gobind Singh Indraprastha University
Sector – 16C, Dwarka, New Delhi

Sir,

Sub: Submission of bid for Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGS Indraprastha University

In response to the Notice Inviting Tender (NIT) for the online proctored exams for various programmes at Guru Gobind Singh Indraprastha University, Delhi, we would like to express our interest to conduct the above proposed examination in a successful manner.

I / We have read the tender documents completely and understood the requirements and conditions laid down in it. We certify that our firm is eligible to participate in this tender as per the eligibility criteria specified in this tender document. I/We will abide by the tender terms and conditions given in the documents. I am / We are also aware that the necessary Agreement document should be signed with Guru Gobind Singh Indraprastha University, Delhi, agreeing for the terms and conditions stipulated in this tender document and other conditions mutually agreed.

Sincerely Yours,

Enclosures: As above.

Signature of the Bidder [Full name of Bidder] Stamp.....

Date:

FORMAT – 2 (This is to be furnished on the letterhead of the bidder)

BID SECURING DECLARATION

I, (Name of the Bidder),, Designation, of (Name of the Company) do hereby submit this Bid securing Undertaking that, if I withdraw or modify my Bid during the validity or, if I am awarded the contract and failed to sign the contract or to submit the Performance Security before the deadline defined in the tender document, I shall be suspended for the period specified in the tender document from being eligible to submit Bids for contract with the entity that invited the Bids.

Name of the Bidder

Name of the Company

Dated

FORMAT – 3 (This is to be furnished on the letterhead of the bidder)

STRUCTURE & ORGANIZATION

S. No.	Organizational Contact Details	
1.	Name of Organization	
2.	Year of establishment	
3.	Number of employees	
4.	Main areas of business	
5.	Type of Organization Firm/ Trust / Company registered under the Indian Companies Act, 2013	Copy of Certificate of Incorporation or any other relevant document. Copy of Article of Association in respect of 3 above or any other relevant document.
	Name of Authorized signatory (please attach Power of Attorney)	
6.	Particulars of registration with various Govt. Bodies/ Tax authorities (Income tax, GST etc) Registration No. Place of Registration Date of Validity	Copy of PAN & GST
8.	Address of the Registered Office with telephone No. & E-mail	
9.	Address of Offices	
10.	Authorized Contact Person with telephonenumber. & E-mail ID	
12.	Any other information considered necessary but not included above	
13.	Details of Bank Account for Refund, if any	

Signature of Bidder with Stamp & Date

Authorized Signatory

FORMAT – 4**FINANCIAL ANALYSIS:**

Details to be furnished duly supported by figures duly certified by the Chartered Accountant.

S. No.	Details	(1) FY 2017-18	(2) FY 2018-19	(3) FY 2019-20	(4) FY 2020-21	(5) FY 2021-22
i)	Gross Annual Turnover					
ii)	Profit/ Loss					

(The signature of the Chartered account with the seal and no.)

(Signature with date and Seal of Bidder)

FORMAT – 5 (This is to be furnished on the letterhead of the bidder)

DETAILS OF ELIGIBLE SIMILAR NATURE WORKS COMPLETED DURING THE LAST FIVE YEARS ENDING PREVIOUS DAY OF LAST DATE OF SUBMISSION OF BID

S. No.	Name of work / project & location	Owner or sponsoring organization	Cost of work in crores of rupees	Date of commencement as per bid	Stipulated date of completion	Actual date of completion	Litigation arbitration cases pending / in progress with details *	Name and address / telephone number of officer to whom reference may be made	Whether the work was done on back to back basis Yes/No
1	2	3	4	5	6	7	8	9	10

* Indicate gross amount claimed and amount awarded by the Arbitrator

Signature of Bidder with Stamp & Date

FORMAT – 6**PERFORMANCE REPORT OF WORKS****(Furnish this information for each individual work done by the bidder)**

1.	Name of Work/Project & Location	:	_____
2.	Client	:	_____
	Address	:	_____
	Contact Person	:	_____
	Designation	:	_____
	Telephone No(s)	:	_____
	E-mail	:	_____
3.	Agreement No.	:	_____
4.	Estimated Cost	:	_____
5.	Tendered Cost	:	_____
6.	(a) Date of Start	:	_____
	(b) Stipulated date of completion	:	_____
	(c) Actual date of completion	:	_____
7	Performance of work- Outstanding / Very Good/ Good/ Satisfactory/ Poor	:	_____

Date:

(Signature with date and seal of the Client)

Certificate to be signed by the officer not below the rank of Administrative officer or Assistant Registrar of the client or equivalent.

FORMAT – 7

AFFIDAVIT (ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

I/we _____Partner(s)/ legal Attorney/ Proprietor(s)/ Accredited Representative(s) of M/s _____solemnly declare that:

1. I / We are submitting tender for _____ against Tender Notice No. _____ dated _____.
2. All the information furnished by me/ us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All the documents/credentials submitted along with this tender are genuine, true and valid.
3. My/our bid shall remain valid for a period of 90 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall be binding upon us and maybe accepted at any time before the expiry of the period.
4. The Financial-Bid submitted by me/us is "WITHOUT ANY CONDITION".
5. If any information or document submitted is found to be false/incorrect, Guru Gobind Singh Indraprastha University, Delhi may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues and blacklisting of my/our firm and all partners of the firm etc.
6. I/we also declare that the Government of India or any other Government body or any Educational Institution has not blacklisted us in last three years.
7. I/We understand that Guru Gobind Singh Indraprastha University, Delhi's decision will be final for the evaluation of Technical Bids.

I/We have gone through all the terms & conditions of the tender documents before submitting the same and accept the same along with the technical specification and all other conditions mentioned in the documents; including the condition that Guru Gobind Singh Indraprastha University, Delhi is not bound to accept the lowest bid.

Date:

(Signature of the Bidder with Seal)

FORMAT – 8**FINANCIAL BID**

S. No.	Description	Unit	Rate* (in Rs.)
1	Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGS Indraprastha University	Per registered student per paper	

* The bidder should quote the price / cost of Per student per paper for the purpose of assessment of financial bid; However the University shall be liable to pay GST or all other applicable taxes as per the law

Date:

(Signature of the Bidder with Seal)

FORM OF PERFORMANCE SECURITY (GUARANTEE)

Bank Guarantee Bond

1. In consideration of the Guru Gobind Singh Indraprastha University (hereinafter called "The University") having offered to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called "the said Bidder(s)") for the work ----- (hereinafter called "the said agreement") having agreed to production of a irrevocable Bank Guarantee for Rs.----- (Rupees ----- only) as a security/guarantee from the bidder(s) for compliance of his obligations in accordance with the terms and condition in the said agreement.
2. We, ----- (hereinafter referred as "the Bank") hereby undertake to (indicate the name of the Bank) pay to the University an amount not exceeding Rs.- ----- (Rupees ----- only) on demand by the University.
3. We, ----- do hereby undertake to pay the amounts due and (indicate the name of the Bank) payable under this guarantee without any demure, merely on a demand from the University stating that the amount claimed is required to meet the recoveries due or likely to be due from the said bidder(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (Rupees ----- only).
4. We, the said bank further undertake to pay the University any money so demanded notwithstanding any dispute or disputes raised by the bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.
6. We, ----- further agree that the guarantee herein contained shall (indicate the name of the Bank) 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 the University under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Controller of Examination on behalf of the University certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Bidder(s) and accordingly discharges this guarantee.
7. We, ----- further agree with the University that the University (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the University against the said bidder(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act of omission on the part of the University or any indulgence by the University to the said Bidder(s) or by any such

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s).
9. We, ----- lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the University in writing.
10. This guarantee shall be valid upto ----- unless extended on demand by the University. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank)

Signature & Seal of Bank

FORMAT – 10

INTEGRITY PACT

To

Sub: NIT No. 02/COE/Confidential/2022 for the work "Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGSIP University"

Dear Sir,

It is here by declared that GGSIPU is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the GGSIPU.

Yours faithfully

Registrar
GGSIP University

INTEGRITY PACT

To
Registrar,
GGSIPIU, Sector 16C
Dwarka, New Delhi-78

Sub: Submission of Tender for the work of "Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGSIP University"

Dear Sir,

I/We acknowledge that GGSIPU is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main bid, which will come into existence when tender/bid is finally accepted by GGSIPU. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, GGSIPU shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours Faithfully

(Duly authorized signatory of the Bidder)

INTEGRITY PACT

INTEGRITY AGREEMENT

THIS Integrity Agreement is made at _____ on this _____ day of _____ 2022

BETWEEN

GGSIU represented through Registrar, (Hereinafter referred as the "**Principal/Owner**", which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ through _____
_____ (Hereinafter referred as the "**Bidder/Bidder**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the Tender (NIT No. 02/COE/Confidential/2022) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, bid for Conducting Proctored Online Semesters Examination, for students enrolled in various programmes of the University Schools of Studies, the affiliated institutes and the Centres of the GGSIP University hereinafter referred to as the "Bid".

And WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Bidder(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Bid between the parties.

NOW, THEREFORE, in consideration of mutual covenants in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principle/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Bid, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Bid execution.
 - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Bidder(s)

- 1) It is required that each Bidder/Bidder (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a bid.
- 2) The binder(s)/Bidder(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Bid execution:
 - a) The bidder(s)/Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Bid or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Bid.
 - b) The Bidder(s)/Bidder(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary bids, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Bidder(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Bidder(s) will; not use improperly; (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Bidder(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Bidder(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender

for the same item.

- e) The Bidder(s)/Bidder(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Bid.
- 3) The Bidder(s)/Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Bidder(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of other and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Bidder(s)/Bidder(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Bid or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach or this Integrity Pact by the Bidder(s)/Bidder(s) and the Bidder/Bidder accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder(s)/Bidder(s), either before award or during execution of Bid has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the bidder shall have powers to disqualify the Bidder(s)/Bidder(s) from the Tender process or terminate/determine the Bid, if already executed or exclude the Bidder/Bidder from future bid award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Bid or terminated/determined the Bid or has accrued the right to terminate/determine the Bid according to Article 3(1) the principal/owner apart from exercising any legal right that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Performance Guarantee and Security Deposit of the Bidder/Bidder.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Bidder, or of an employee or a representative or an associate of a Bidder or Bidder which constitutes corruption within the meaning of IPC/PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The bidder declares that no previous transgressions occurred in the last 5 year with any other Company in any country confirming to the anticorruption approach or with

Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Bidder as deemed fit by the Principal/Owner.
- 3) If the Bidder/Bidder can prove that he has resorted/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/ Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Bidders/Subbidders

- 1) The Bidder(s)/Bidder(s) undertake(s) to demand from all subbidders a commitment in conformity with this Integrity Pact. The Bidder/Bidder shall be responsible for any violation (s) of the principles laid down in this agreement/Pact by any of its Sub-bidder/Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Bidders.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6: Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Bidder/Vendor Twelve months after the completion of work under the bid or till the continuation of defect liability period, whichever is more and for all other bidders, till the Bid has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, GGSIPU.

Article 7: Other Provisions

- 1) This pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a partnership, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement/Pact or any action taken by the Owner/Principal in accordance with this **Integrity agreement /pact interpretation thereof shall not be subject to arbitration.**

Article 8: Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Bid and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Bid documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHERE OF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Bidder)

WITNESSES:

1. _____

2. _____

Place:

Dated: