

TENDER DOCUMENT FOR CONDUCTING COMPUTER BASED TEST JEST - 2025 EXAMINATION

ORGANIZING INSTITUTE



**BOSE INSTITUTE,
UNIFIED ACADEMIC CAMPUS
EN 80, SECTOR V, BIDHAN NAGAR KOLKATA
WEST BENGAL, INDIA
PIN-700091**

The Joint Entrance Screening Test (JEST) is an established qualifying examination for admission to PhD and Integrated PhD programs in Physics and Theoretical Computer Sciences in several institutions (JEST participating Institutes). Although the participating institutes jointly conduct the JEST, each year one of the JEST participating institutes is given the main responsibility of conducting JEST. Bose Institute, Kolkata will be the organizing Institute (OI) for JEST-2025. On behalf of JEST 2025 Organising Committee, Registrar (O), Bose Institute, Kolkata (BI) invites bids from eligible, reputed, suitable and qualified firms with sound technical and financial capabilities for implementation and maintenance of computer based test system for JEST examinations for year 2025 as per the details in the scope of work of this document. The Organizing Institute is responsible for coordination among the participating institutes.

Disclaimer:

This tender is an invitation by the organizing institute to receive an offer from the vendors. The tender is for conducting computer based JEST examinations for the year 2025, on behalf of the concerned Institutes. The award of contract shall be initially for a period of one year and may be extended up to two more years, on a year-to-year renewal basis on satisfactory performance on mutually agreeable terms and conditions. It may also be noted that the performance will be evaluated by the respective organizing institute (will change from year to year) who will be responsible for the issue of the work order. While the pattern, modalities and operations may remain the same during the subsequent years, there could be minor changes in specific number of candidates, number of sessions, dates of examinations, number of examination papers, number of examination centres, etc.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized office bearers of the JEST organizing committee or an appointee thereof with the vendor.

All information contained in this Request for Proposal (RFP) provided is in good interest and faith. This is neither an agreement and nor an offer/ invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in these documents is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimations are received by this office by the date mentioned in the document February 19, 2025), it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

On behalf of JEST consortium and JEST 2025 organising committee, Registrar (O), Bose Institute, Kolkata reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Bose Institute, Kolkata also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Bose Institute, Kolkata reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on the website of the Bose Institute, Kolkata / e-procurement portal.

Neither Bose Institute, Kolkata nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Bose Institute, Kolkata or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of the RFP process is confidential to Bose Institute, Kolkata and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

Definitions:

- 1.** 'Applicable Law' means the contract shall be interpreted in accordance with the laws of India.
- 2.** Bidder' means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word Bidder, when used in the pre award period, shall be synonymous with bidder or Service provider and when used after award of the contracts shall mean the successful bidder with whom client signs the contract for rendering of goods and services.
- 3.** 'Client' means JEST 2025 Organising Committee operating on behalf of the JEST consortium
- 4.** 'Service Provider' (SP) means the firm providing the solution under this contract as named in RFP/Technical specifications/scope of work.
- 5.** 'Contract' means the agreement entered into between the Client and the Service Provider (Bidder), as recorded in the Contract Form signed by the parties including all attachments and appendices there to and all documents incorporated by reference therein.
- 6.** Contract Price means the price payable to the Service Provider under the Contract for the full and proper performance of all its contractual obligations.

7. Bidder's representative means the duly authorized representative of the Service Provider, approved by the Client and responsible for the Service Provider's performance under the contract.
8. Effective date means the date on which the agreement is executed.
9. Financial bid or the Commercial Bid means the part of the offer that provides a price schedule.
10. Goods and services mean the solution(s), service(s), materials, or a combination of them in the context of the tender call and specifications.
11. Performance security means on receipt of notification of award from the client, the successful bidder shall furnish the security in accordance with the conditions of contract, in the form acceptable to the client.
12. Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment, by professional, technical, and financial standing of the bidder, conformity to specifications, etc.
13. Products mean all the equipment, Hardware, Software, supplies and consumable items that the SP is required to install or provide under the contract, plus the associated documentation.
14. Project Plan means the document to be developed by the Bidder and approved by the Clients, based on the requirements of the Contract and the preliminary project plan included in the Bidder's bid. Should the Project Plan conflict with the Contract in any way, the relevant provisions of the Contract shall prevail in each instance.
15. Specification means the functional and technical specifications or statement of work, as case may be.
16. Tender call or invitation for bids means the detailed notification seeking end to end solution.
17. Regarding authorised signatory: Documentation for public is available on the website of the Ministry of Corporate Affairs(MCA) regarding signatories. For signatories others than those listed on the MCA site, proper verification/authentication is required from the duly listed signatories of bidders — for the purposes of bidding and executing contract documents.

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Abbreviations

S. No.	Abbreviation	Description
1	OI	Organizing Institute
2	BI	Bose Institute, Kolkata
3	JEST	Joint Entrance Screening Test
4	CBT	Computer Based Test
5	TCS	Theoretical Computer Science
6	CMMI	Capability Maturity Model Integration
7	DC	Data Centre
8	DR	Disaster Recovery
9	EMD	Earnest Money Deposit
10	FY	Financial Year
11	IPR	Intellectual Property Rights
12	LAN	Local Area Network
13	LOA	Letter of Acceptance
14	LOI	Letter of Intent
15	MIS	Management Information System
16	PBG	Performance Bank Guarantee
17	NIT	Notice Inviting Tender
18	RFP	Request for Proposal
19	SP	Service Provider
20	CP	Company Partner
21	PwD	Person with Disability
22	TAs	Test Administrators
23	CH	Center Head
24	PO	Presiding Officer
25	IRs	Institute Representatives

26	ITF	Internal Training Facilities
27	CCTV	Closed Circuit Television
28	SOP	Standard Operating Procedure
29	QPs	Question Packs
30	SPM	Standard Process Manual
31	STR	System Test Run
32	QCBS	Quality and Cost Based Selection
33	TS	Technical Score
34	CS	Commercial Scores
35	EP-Portal	Central public e-Procurement portal

1. Fact Sheet

Sl. No	Particulars	Details
1	Selection Method	<p>Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method</p> <p>Two part tender – Technical and Price bids. Only those bids satisfying technical requirements will be considered for price bids.</p> <p>Bidder should not quote any price in the technical documents otherwise bidders will be disqualified.</p>
2	RFP issued by	Bose Institute, Kolkata (BI-Kolkata)
3	Availability of RFP release date	RFP can be downloaded from the CPP-Portal starting from February 18, 2025.
4	EMD /Bid Security	<p>Rs. 5,00,000/- (Rupees Five lakhs) in the form of Demand draft / Bankers cheque / Bank Guarantee / Insurance security bond / FDR towards Earnest Money (EMD) as prescribed in the NIT should in favour of “BI JEST 2025” payable at Kolkata along with a covering letter stating the bank details for releasing the said EMD.</p> <p>Hard copy of the EMD should be submitted on or before 27th February, 2025 in the Purchase Section of Bose Institute and soft copy should be uploaded in the</p>

		Technical folder in CPP Portal.
5	Performance Bank Guarantee (PBG)	Bank Guarantee as per the standard format valid for at least 12 months 5% of the total order value is to be submitted to BI, Kolkata before issuing the order as Bank Guarantee.
6	Nodal Officer for correspondence and Clarification	Convenor JEST 2025, Bose Institute, EN 80, Sector V, Bidhannagar, Kolkata 700091 jest2025@jcbose.ac.in
7	Issue of addendum/clarification (if any and if required)	Within the next 7-8 Institute working days from the date of the pre-bid meeting. Bidders are advised to raise all queries on or before the pre-bid meeting. No suggestions will be entertained after the pre-bid meeting.
8	Technical Presentation	Within a week after the last date of bid closing. The technical presentation will be held in person at the Unified Academic Campus of Bose Institute, Kolkata
9	Validity of the Bid	90 days from the date of closing
10	Any queries and suggestions on the bid may be sent to the email id: jest2025@jcbose.ac.in	

NOTE: In the event of non-compliance with any of the activities mentioned in the tender document, leading to disruption of the JEST 2025 examination may lead to penalization.

Scheduled dates :

Sl. No.	Particulars	Date & Time
1.	Date of uploading of NIT & other documents (Online) (Publishing date)	18-02-2025 at 17:30 hrs.
2.	Documents download start date (Online)	18-02-2025 at 18:00 hrs.
3.	Clarification Start date Queries to be sent to the mail id bipurchase@jcbose.ac.in)	18-02-2025 at 18:30 hrs.
4.	Clarification End date	19-02-2025 upto 18:00 hrs.
5.	Bid submission start date (On line)	20-02-2025 at 18:00 hrs.
6.	Documents download end date (Online)	28-02-2025 at 18:00 hrs.

7.	Bid Submission closing (On line)	28-02-2025 at 18:00 hrs.
8	Last Date of submission of Earnest Money Deposit Including the technical brochure, if any (Off line)	27-02-2025
9	Bid opening date for Technical Proposals (Online)	03-03-2025 at 11.00 hrs.
10	Date of uploading list for Technically Qualified Bidder (online)	To be notified later
11	Date for opening of Financial Proposal (Online)	To be notified later

- In the BOQ fill up the applicable column [i.e. 'Basic Rate', 'GST in percentage (if applicable)' or GST in numerical value].
- Price break up should be quoted in the additional folder under price bid.

2. About JEST

The Joint Entrance Screening Test (JEST) is one of the qualifying examinations for admission to PhD and Integrated PhD programs in several Institutions (JEST participating Institutes. Although the participating institutes jointly conduct the JEST, each year one of the JEST participating institutes is given the main responsibility of conducting JEST. For JEST 2025, Bose Institute, Kolkata is the organizing Institute. Tenders are invited from eligible, reputed, suitable and qualified Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based Test System for JEST examinations for year 2025 as per the details in the scope of work of this document. The Organizing Institute is responsible for coordination among the administering institutes.

JEST 2025 examinations are computer based tests in which the candidates will be required to answer the questions that appear on a computer connected to a Local Area Network (LAN). Answers would be recorded at a server that also keeps track of the time for the examination. Individual responses of the candidates have to be securely recorded. The exam has to be synchronized across all centres (including international centres if any) and has to be conducted simultaneously. We hereby seek a Company Partner (CP) to provide the technology and the operational solutions for the conduct of online examination of JEST for the year 2025.

The Organizing Institute for JEST 2025 is Bose Institute, Kolkata. JEST Organizing Institute intends to implement a system that will manage the online examination process for a total number of around twenty thousand candidates in India. The examination will be conducted in one session (3 hours session, 10AM-1PM) in a single day tentatively on 06-04-2025. The JEST 2025 examinations will be held for two mutually exclusive subjects, namely (1) Physics (PHY) and (2) Theoretical Computer Science (TCSc). Exams for both the subjects will be held concurrently and a student can appear for JEST exam in only one of the two subjects. Following trends over the last few years, it is estimated that about 90-95% of the students will apply for JEST in PHY and about 5-10% will apply for JEST in TCSc. The exam in PHY will be in CBT mode only. However, the exam in TCSc will have two parts: one part (max. 75 minutes duration) will be fully in CBT mode and the other part (remaining time out of 180 minutes total duration) will be in pen-paper mode. In the second part, the questions and instructions for the exam will be provided in the computer terminal and students will write the answers to those questions in a supplied answer booklet (containing about 20 pages, i.e. 10 sheets of A4 size paper). The answer booklets will be provided to the students only after submission of the 1st part of the test. The 1st part will be forced-submitted at the 75th minute from the start of the exam.

At the end of the exam the hard copy answer-booklets of TCSc. part will be collected at every examination centre and sent by the vendor to a participating Institute as specified by the OI through insured courier within three business days.

Note: Only in the event of any extreme unforeseen circumstances, examination date may be changed. However, the bidder will make every effort to hold the examination on the date mentioned above.

Note: For a PwD candidate with/without a Scribe, upon their prior request, an extra time of 1 hour is provided for an exam of 3 hours duration.

3. Request for Proposal (RFP)

Tenders are invited from eligible, reputed and qualified IT companies Registered in India with sound technical and financial capabilities for implementation and maintenance of Computer Based System for JEST-2025 organized by BI, Kolkata, as detailed in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

The award of contract initially shall be only for JEST 2025. However, it may be extended for two more years, depending on the satisfactory completion of JEST 2025 and on the mutually agreeable terms and conditions between the selected vendor and the JEST organizing institute for those years.

3.1 Background Information

Basic Information

1. Bose Institute, Kolkata (BI-Kolkata) invites responses (“Proposals”) to this Request for Proposals (“RFP”) from Companies / Agencies (“Bidders”) for selection of Service Provider or Company Partner (CP).
2. Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered in this procurement process.
3. Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

3.2 Project Background

The Company Partner (CP) and JEST Committee will be required to work together to conduct the Online JEST Examination. The Company Partner (CP) shall provide the technology and the operational solutions for the conduct of online examination for JEST. The JEST Committee will provide at the relevant point of time, the question papers and solutions and marking scheme for the JEST 2025. The total number of candidates taking the Online Examination in JEST is expected to be around 20,000 (out of which about 1000-2000 students will take the exam in subject TCSc which will have one part of the exam in pen and paper mode).

The examinations in all centers will be held at the same time (Indian Standard Time)**.

BI-Kolkata/Organizing Institute intends to implement a system that will manage the online examination process for a total number of around 20,000 candidates in India in one session on a single day. The system shall mainly comprise of the following broad activities (specific details as listed in Section 4 below) :

- A Web-portal for enabling candidates to apply for JEST-2025 in Physics/TCSc. All relevant and necessary information about the candidate, and their choice of cities wherein they prefer to take the examination shall be collected through this portal.
- Application form module must be integrated with the payment gateway of JEST-2025.
- Preparation of the admit card (e-copies) before the exam.
- Identification and preparation of centers for Computer based exam
- Providing software and training for Question Paper generation
- Conduct of mock tests

- Identity Verification of the candidates with a photo-ID before entering the exam hall
- Conduct of CBT in Physics, and CBT cum written examination for TCSc.
- For the written examination in TCSc, answer booklets are to be printed and provided to candidates.
- At the end of the exam the hard copy answer-booklets of TCSc. part will be collected at every examination centre and sent by the vendor to a participating Institute as specified by the OI through insured courier within three business days.
- Compilation of response data in the desired format for result generation to the OI
- Compilation of answers submitted by students in the examination, will be made available to the respective student within a week of examination, on the application portal
- Customized report generation
- Provide adequate personnel for managing the examination at each centre
- Preparation of the rank and JEST score in a format provided by the JEST-2025 for all the candidates, With JEST-2025 logo in it.
- The rank and score must be available on the website at least six months after the declaration of the results.

** The number and choice will depend on the prevailing situation at the time of JEST examination which would be intimated a minimum 15 days prior to the date of examination.

3.3 Key Information

About Bose Institute, Kolkata

Bose Institute, founded in 1917 by the pioneering Indian scientist Acharya Sir Jagadish Chandra Bose, is one of India's oldest and most esteemed research institutions. It is a grant-in-aid autonomous institution under the Department of Science and Technology (DST), Ministry of Science & Technology, Government of India. The institute was established with a vision to pursue scientific research and contribute to the nation's development through advancements in natural sciences. Sir Jagadish Chandra Bose, celebrated for his groundbreaking work in physics, biology, and plant sciences, aimed for the institute to foster a spirit of inquiry and scientific discovery. Today, Bose Institute excels in diverse research fields, including physical, chemical and biological sciences. It has a legacy of innovation, promoting interdisciplinary research and training young scientists. This institution not only honors Acharya Bose's dedication to science but continues to inspire generations of researchers in India and worldwide.

4. Detailed scope of work of CP

4.1 Schedule of Examinations

Examination for JEST 2025 will be conducted in one session (3 hour duration, 10 AM - 1 PM) tentatively on 06-04-2025. The precise date will be informed to the vendor soon after the finalization of this tender and at least 3 weeks before the examination. In the event of any unforeseen circumstances, the date of examination may change.

Note: For differently abled candidates with/without a Scribe, upon their prior request, an extra time of 1 hour is provided for an exam of 3 hours duration.

4.2 Detailed description of the features and scope of work:

The following sections list the features of the CBT that the CP is expected to provide through their technology and operations, and the capabilities of the CP needed for delivery of the CBT:

4.2.1 Content Creation

- The CP will provide a module for the application form which should be integrated with the Payment Gateway. This application module should be designed as requested by the JEST-2025.
- The CP would provide the Question Paper Authoring software and train the JEST 2025 personnel authorized by the Organizing Chairpersons, JEST 2025, on Question Paper Authoring and Question Pack Generation. The Question Paper generation software should have been developed by the CP.
- The CP should be willing to configure the Question Paper Authoring Software as per the requirements of the JEST 2025 committee. These requirements of the JEST committee will be communicated to the CP as and when required, but well before the beginning of the actual authoring processes.
- Question Paper authoring will be carried out by a bonafide representative as designated by the JEST Committee. The necessary infrastructure required for Question Paper Authoring will be provided by JEST Office. However, the CP has to provide the infrastructure requirement and set up a model test facility that will be tested with dummy question papers.
- The authoring software must support the following features in the question papers:
 - Numerical answer type questions for which the answer is either a signed integer or real number with a maximum of 10 digits.
 - A Scientific Virtual Online Calculator should be made available built into the software.
 - Multiple choice type questions with single correct answer or multiple correct answers.
 - Question Paper authoring will be completed well before the JEST examination.
 - The software version used for Question Paper authoring should be used during examination.
 - The Question Paper Authoring software must allow for creating multiple versions of a question paper by jumbling the questions and as well as the correct answer choices for each question.
 - Authoring software must allow for encryption and password protection of the question paper following appropriate standards. The CP should provide the certificate of confidentiality with regard to the contents of all the question papers. The CP should also ensure strict confidentiality by its staff with regard to the contents of all the question papers and also the responses and audit trails of candidates after the examination.
- CP will prepare the rank and JEST score in format designed by the JEST-2025 for all the candidates. The rank and score must be available on the website at least six months on the website after declaration of the results.
- **For the exam in subject TCSc there will be one part in pen and paper mode.**
 - For this part, the vendor has to print and prepare the answer booklet to be provided to the students to answer the question of this part.
 - At the end of the exam the hard copy answer-booklets of TCSc part will be collected at every examination centre and sent by the vendor to a participating Institute as specified by the OI through insured courier within three business days.

- Total number of answer booklets in TCS. will be approximately 2000. Each answer booklet should have at least 20 pages, out of which there will be a printed top sheet, 5 blank pages for rough work and 14 pages with a printed one-line header for answering 5 descriptive questions

4.2.2 Test Centres, Personnel, Infrastructure, Administration, Test Delivery and Post examination Operations

• **Examination Cities** - The tentative list of cities in which the JEST 2025 may be conducted is given in **Annexure-VII**. The final list of cities will be identified by the JEST Committee at a suitable date.

• **Test Centres** – CP should arrange to certify all the test centres identified by them, as well as, that by the zonal offices. All the Test Centres identified by the CP must be approved by JEST 2025 Committee as per the norms of JEST 2025. The CP would help the OI in identifying the test centers in each of the cities where examinations will be held. Each of the identified centers will be vetted and certified by the authorized JEST 2025 Committee and the service provider. A test center premises may have one or more test centers, however, the offices of the service provider must not be used as test centres. Internal training facilities or other infrastructure specially for conducting CBT may be used. No service charges/centre expenses shall be paid to the test centres by JEST 2025 Committee. The minimum requirements for the candidate system and centre server are given below:

Minimum requirements for the candidate system:

Screen resolution	1024 × 768 (Pixels) or more TFT/LCD/LED Monitor with Screen size: 15 inch or more
Operating System (only licensed versions)	Appropriate OS for conducting CBT
Browser	Appropriate Browser for conducting CBT
Browser Settings	Appropriate settings to maintain security, confidentiality and sanctity of the CBT
RAM	2 GB or more
UPS and Power Generator	All the nodes should be connected to the UPS/ Deisel Generator with appropriate power backup for the duration of the examinations and for 30 minutes prior to and after each session on the day of examination.

Minimum requirements for the Examination Centre Server:

Processor	CPU Speed: 1.5 GHz or higher
RAM	4 GB or higher
Screen Resolution	1024 × 768 (Pixels) or higher

Operating System (licensed version)	Compatible for candidates systems as clients, must meet the performance criteria
Performance criteria	Must support at least 250 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with a time stamp for audit purposes. Response time for question/page loading must be less than five seconds. All responses to be acted upon in real time.

• Personnel

- Personnel of Company Partner: The CP would provide adequately trained Test Administrators (TAs) in every Test Centre. The TAs should be adequately experienced in conducting CBT. There should be one TA for every Test Centre. The TAs will administer the conduct of the test and provide the technical support for maintaining the servers used in the conduct of examination at a Test Center. The CP will also ensure availability of at least one adequately trained Network Maintenance Engineer at each Center. The CP would identify experienced personnel as the centre head (CH). The CH will be responsible for supervising the Technical Personnel of the CP at all the Test Centers in the College or ITF. The CH will be the contact person of the CP for the College Personnel and the JEST Personnel to interact regarding the conduct of CBT at the College or ITF.

- College or ITF Personnel: A senior faculty member from the College or a senior staff member of the ITF will be identified as the Presiding Officer (PO). The PO for a Test Centre will be responsible for the availability of facilities to assist the CP in conduct of the Online exam. Invigilators (Proctors) should have at least six months of experience of conducting CBT. There must be one invigilator for every 30 candidates and part thereof at a Test Center. The CP should train the Invigilators for invigilating the CBT. There will be two Technical Staff from the College or the ITF at each Test Center to assist the TAs from the CP. The PO will be responsible for identifying the Invigilators and Technical Staff for all the Test Centers at the College or the ITF.

- JEST Personnel: JEST would provide JEST Representatives (JRs) at each Test Centre. The conduct of examination at a Test Centre will be monitored and overseen by the JRs. The JRs shall ensure that all the arrangements as mentioned in the specifications are made for smooth conduct of examinations, conduct a mock test with the help of CP/ITF personnel on the day before the examination and verify the adequacy of the arrangements, load the question paper into the server before the examination, as and when required take decisions in consultation with the PO regarding the timing of the examination, ensure that the responses are properly uploaded.

The JRs and PO at the Test Centres in a College or an ITF will interact with the CH for resolving any issues regarding the Technical Personnel of the CP and any technical problems that may arise during the dry run and during the conduct of examination at any of the Test Centres in the College or ITF.

The PO will also be responsible for ensuring the availability of infrastructure for the conduct of examination at all the Test Centers in the College or the ITF. CP will bear the cost for engagement of its own personnel and College or ITF personnel.

• Infrastructure

- The CP would arrange for the servers necessary to conduct the examination at each Test Centre. One main server and one backup server will be available for every 250 candidates and part thereof at a Test Centre.

- Each of the examination halls, the server room and the entry gates should be equipped with CCTV with provision for constant recording during the conduct of the exam. CCTV footage of each exam Centre will have to be submitted to OI (BI, Kolkata) after the exam.
- The College or the ITF would arrange for the client systems necessary to conduct the examination at each Test Centre. One client system will be available for every candidate registered at each Test Centre. There will be a reserve pool of client systems. The number of systems in the reserve pool will be at least 10% of the total number of registered candidates in a session at a Test Centre. However, there will be a minimum of 10 client systems in the reserve pool at a Test Centre with less than 100 candidates in a session. The client system should have at least 2GB of main memory and the LCD/LED monitors.
- There must be adequate spacing (of at least 2 ft. width) in the candidate seats. In addition the CP must arrange for providing partitions of appropriate size between adjacent seats. must be adequate spacing (of at least 2 ft.) between two adjacent seats, in addition the CP must arrange for providing partitions of appropriate size between adjacent seats.
- The CP should make sure that proper restroom facilities (for all gender) are available on each and every floor of the test centre and ensure that at least one centre in each city has all PwD friendly facilities. The CP shall ensure adequate arrangements of drinking water in the exam hall.
- The directives of the central, state, and district level governments including Standard Operating Procedures regarding any health related exigency (including but not limited to endemics and pandemics), must be fully complied with. Further, if any centre/(s) falls within affected zone/(s), then the CP should immediately arrange an alternate test centre suitably away from the affected zone/(s) to accommodate the candidates.
- The CP shall ensure that during the course of conducting the JEST 2025 CBT, the systems engaged by the CP do not become nonfunctional due to any reason whatsoever. The College or the ITF would also ensure the availability of a functional local area network and a power backup generator so as to ensure the continuous access to the systems made available to each candidate during the course of the CBT. The main server, backup server and client systems at each test centre would be provided with uninterrupted power, which should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.
- **Test Delivery** – Test will be delivered over the intranet at a Test Centre. Typically, 250 client systems can be connected to a main server and a backup server. The proposal submitted by the vendor should indicate the limits to which the server has been tested in terms of the number of client systems connected simultaneously without loss of performance in the examination environment.
- **Distribution of Question Packs to the Test Centers:** The loading of a QP into the CBT software on the servers at a test centre must be password protected. The CBT software developed and used by the CP must support the secured (suitably encrypted) delivery of the questions to the test terminals.
- **Security at the entrance of Test Centers** – The selected bidder should ensure that the necessary security of the center is in place and Security Guards - Minimum 1 per 100 students (Suitability needs to be justified with centers). The selected bidder shall ensure checking of original documents and admit card of the candidates at the entrance gate of the test / examination center. The selected bidder shall ensure complete registration and verification process of the candidates and allow candidates to appear for exam at Exam Centre through a randomly allotted seat/machine.
- **Announcements at Test Centers** - The selected bidder shall arrange for/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.

- **Invigilation** – Announcement of instructions to the candidates, admit card check, candidate identity verification, recording the attendance and collection of undertaking given by candidates will be carried out by Invigilators. Invigilators should also ensure proper conduct of examination and ensure that candidates use no unfair means.

- **Zero Loss of Data** – The CP 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 from the main and backup servers.

- **Generation of Event based Log (Audit Trail)** – The CP will ensure that the event (click) based log (audit trail) for every candidate will be generated and saved on the servers. The audit trail for every candidate would be provided at the end of session in the format agreed upon. The CP would not keep/have any audit trail data with them post-handover.

- **Saving of Response-** The CP will ensure that the click-based activity of every candidate will be saved on servers. This means that the answer responses for each question at that click time will be only saved/updated. The question clicks by candidates without a response is also recorded in the database. The final response data in a format specified by JEST should be uploaded to the server in the Master Control Room. The CP will not keep/have any response data with them post-handover.

- **Security** - The computers administering the examinations shall be disconnected from the Internet and any other network other than the one on which the examinations is being conducted. No computers other than the client systems used for the examination shall be on this network during the examination. The computers shall be sanitized (during pre-examination preparations) by booting a trusted image of the Operating System (OS) that the examination is to be conducted on.

- **Monitoring** - The server shall have the capability to start the examination for all candidates, monitor the status of each candidate (whether logged in, examination started, idle/active, disconnected, submitted, etc.), award additional time for candidates based on the instruction of the IRs, and close the examination. The server MUST maintain an audit trail of every operation on the server. All server side audit trails are also the property of JEST 2025 and shall be handed over to the IR at the end of the examination.

- **Central Control Room** – There will be a master control facility consisting of master control rooms in the premises of JEST office. The activities at each test center will be monitored in the master control facility. At the master control room, the CP should provide at least two technical personnel who are well versed with the online examination software. These personnel will interact with the TAs in each of the test centers. A secure and highly available server should be set up for the JEST 2025 examination. At the end of examination in a session, the candidate response data and audit trail data from each of the test centers will be uploaded to the central server. The CP should provide the application to monitor, from the control center at the OI, the pre-examination, during examination and post examination activities for all the centres in and outside India.

•Mock Tests

- The CP must make arrangements to conduct mock tests at each center and verify with the mapping of the registered applicants at the center. The Mock test will be conducted using old or dummy question papers. The mock tests should be performed to simulate the environment of the examination day.

- The CP must conduct mock tests a day before the exam day between 10 AM to 6 PM in addition to any unscheduled mocks conducted prior to this. Preferably, no other examinations should be scheduled while the JEST exam will be going on in each center. If any other exam has to be scheduled

concurrently with the JEST exam in any center under unavoidable circumstances, entry/exit gates and exam labs for JEST candidates must be separate from those for the other exam. The CP also has to make arrangements to upload the results of one of the mock tests conducted onto the server so that the Organizing Institute can make observations of the results from the master control facility.

Conduct of Examination and Security of Examination Centers:

- White labeling of the service: The entire operations of the JEST 2025 CBT will be under the Brand name of JEST, and its designated logo. At no point of time and location, the identity of the CP should be displayed in the public domain.
- The CP and the College or the ITF shall ensure that the test centers are kept in examination-friendly environments with no disturbances from the external sources. Test centers should ideally be located near the center of the exam cities and should be easily accessible by public transport system. The CP will also ensure the secrecy of the examination material and will support JEST in maintaining the secrecy of the examination material. Any decision by the JEST appointed Institute Representatives (IRs) in this regard shall be final. The CP will also ensure that the examination is held in a candidate-friendly environment and enough security arrangements have to be made to ensure the safety of examination material and the people involved in the conduct of examination.

Other requirements

- The selected bidder shall obtain candidate's feedback through online Feedback form, after the examination is over.
- The selected bidder shall provide rough pad(s) / blank paper booklet(s) to the candidates as per the instructions of the organizing institute.
- The selected bidder shall have a contingency plan for candidate management/shifting in case of any emergency.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on a secured channel from local server to central server of the selected bidder within 4 hours from each exam center. Other data such as attendance sheet, photograph, seating plan, etc. (if any) should be couriered to the organizing institute within 4 working days of conclusion of the examination.
- The selected bidder shall provide documented inputs and support for handling: Candidates queries, RTI queries, Court Cases, etc.
- The selected bidder shall be responsible for guarding the systems against virus, malware, spyware and spam infections using the latest antivirus corporate/Enterprise edition suites, which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

•Features to be provided in CBT Software

The online examination test software should include the following features:

- A scientific virtual calculator should be available.
- Keyboard should be disabled
- Login using a virtual keypad
- Display of details of candidate (including a photograph) upon login for verification by the candidate.
- Display of instructions to candidates upon login and before the start of examination. The candidate must be able to retrieve instructions at any time during the examination as well. The

software must obtain concurrence of the candidate having read the instructions before the start of examination.

- Start and closure of the examination at scheduled time (candidates must not be able to start their examination even if they login before the scheduled time).
 - Display of remaining time available.
 - Display of candidate details on the screen (including a photograph if available) during the examination.
 - Viewing the complete question paper or a section in the case of sectional papers.
 - Display of a selected question with choices of answers for multiple choice type questions.
 - There will be certain non-MCQ type questions where students need to enter the answer in the form of a signed number (e.g., -1234.5678) in the given space. For such questions, a virtual on-screen numeric keypad should be displayed which can be used to enter the numerical answer through mouse click.
 - Marking/unmarking a question (answered or unanswered) for review.
 - Display of status of questions using different colours and symbols for all questions of the paper.
 - Switching between sections in the question papers.
 - Disabling exit from test software for the period of examination, i.e., the candidate cannot exit at any point of time during the entire duration of the test. However, with permission from IR, candidates should be able to leave the exam hall in case of emergency after accepting the terms laid down by JEST 2025 organizing institute.
 - Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
 - Computer based exam software should support standard features such as display of details of candidates, detailed instruction 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 color and symbols, switching between sections, provision for enlargement of font, navigation to unanswered questions and prompt for submission.
- **For the exam in subject TCSc there will be one part in pen and paper mode.**
 - For this part, the vendor has to print and prepare the answer booklet to be provided to the students to answer the question of this part.
 - At the end of the exam the hard copy answer-booklets of TCSc. part will be collected at every examination centre and sent by the vendor to a participating Institute as specified by the OI through insured courier within three business days.
 - Total number of answer booklets will be approximately 2000. Each answer booklet should have 20 pages, out of which there will be a printed top sheet, 5 blank pages for rough work and 14 pages with a printed one-line header for answering 5 descriptive questions.
 - As aforementioned, the directives of the central, state, and district level governments including Standard Operating Procedures regarding any health related exigency (including but not limited to endemics and pandemics), must be fully complied with. Further, if any centre/(s) falls within affected zone/(s), then the CP should immediately arrange an alternate test centre suitably away from the affected zone/(s) to accommodate the candidates.
- **Note – Following shall be made available by JEST 2025 Organising Institute:**
 - Model/Sample question paper (It is already available on the JEST 2025 website).
 - Question paper for the conduct of examination.
 - Rules/guidelines/marking scheme.

Note- Following shall be made available by the selected bidder

- Soft Copy of Centre Master having Centre No. and Centre Details

- Complete candidates' response during the examination, audit trail and biometric and/or iris data.
- Complete response related data of all the candidates

If case of a pandemic or endemic like situation, necessary arrangements as stipulated by central, state or local government are to be adhered to in an appropriate manner in congruence with the Organizing Institute.

4.3 Post Examination Phase

- Post-Examination Operations- Individual candidate-wise, item-wise responses and audit trail will be captured and the data will be uploaded to a server at the Master Control Facility. After the confirmation of proper transfer of data to the server at the Master Control Facility, the TAs in the presence of IRs will delete the responses and audit trails in the hard disks of the main and backup servers. There should not be any traces of any data pertaining to the candidates whatsoever post uploads left on the exam server.
- A detailed process manual will be prepared by the service provider and handed over to the JEST 2025 Organizing Institute for approval.
- The selected bidder shall provide documented inputs and support for handling
 - Candidates queries
 - RTI queries
 - Court Cases
- Process Manual - The detailed Standard Process Manual (SPM) shall be prepared by the CP and submitted to JEST 2025 Organising Committee for approval latest by 2 weeks before the examination date.

Note:

1. The selected bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to JEST 2025 Organising Institute before implementing the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.

2. The selected 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.

• **Test Data Archiving:** The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of JEST 2025 Organising Institute.

• **MIS generation/ customized reports:** The selected bidder shall provide adequate information to the Examination Wing as per the requirement in the stipulated time desired by JEST 2025 Organising Institute.

5. Essential Prerequisite

5.1 Organizational Level

The Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements as described in the RFP document. Keeping in view the complexity & volume of the work involved, the Bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully provide the required support services sought by BI Kolkata. The bid must be complete in all respects and

shall cover the entire scope of work as stipulated in the tender document. The invitation to Bid is open to the Bidders who qualify the eligibility criteria as given below:

- 1) The bidder should be a company/ firm registered in India, for at least ten years. The registered bidder should be operating in India for a minimum of five years of successfully conducting relevant Computer Based Entrance Examinations that are the subject matter of this tender. Proper documentation in this regard will need to be provided by the vendor.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be a single point of contact with JEST 2025 Organizing Institute and shall be solely responsible for the execution and delivery of the work.
- 4) The average turnover of the bidder over the last three consecutive financial years should be minimum Rs. 10 crores per year. The turnover should be of the bidder and not of the group of companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for the last three years. (Attach documentary evidence such as audited Balance Sheet certified by CA with UDIN, etc.).
- 5) The bidder's Average Annual Turnover over the last three financial years should be minimum Rs. 5 crores per year in India from Computer Based Examination (Attach documentary evidence such as audited Balance Sheet certified by CA with UDIN, etc.).
- 6) JEST is a reputed examination of public importance which determines the career of thousands of students. Therefore, tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. Any relaxation regarding experience and turnover will not be permitted.
- 7) The bidder should not have incurred any loss during the last three years up to financial year ending 31 March 2024. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited by CA with UDIN for the last three financial years.
- 8) The Bidder should be registered with appropriate tax authorities such as GST etc. and should submit valid certificates of registration with these authorities.
- 9) The bidder must have successfully executed five similar projects (conduction of CBT) on all India basis for Central Government Departments / Central autonomous institutions / Central PSUs / Central recruitment boards / Union Public Service Commission / Central Higher Educational Institutions / Central Universities etc. in the last seven years ending on December 31, 2024 with the following conditions. Out of above mentioned five projects,
 - (i) at least three projects should be for the conduct of Computer Based Examination with capability of at least ten thousand candidates in a single session.
(or)
 - (ii) at least two projects should be for the conduct of Computer Based Examination with capability of at least fifteen thousand candidates in a single session.
(or)
 - (iii) at least one project should be for the conduct of Computer Based Examination with capability of at least twenty thousand candidates in a single session.

In all the above three cases, the documentary evidence in form of work orders/contracts and satisfactory performance reports must be enclosed on the client's letterhead. Bidder's past achievement in this regard shall be considered for technical evaluation)

- 10) The bidder must have executed on-screen evaluation project of five thousand answer books in a single order in any one year during the last three (3) years.
- 11) Any experience of the bidder as a consortium partner will not be considered.
- 12) The bidder must have (owned/outsourced) primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Meity, Government of India Guidelines. Bidder should submit self-declaration along with Master Service Agreement with DC/DR Service Provider (for outsourced DC/DR). Data Center should be certified as per the Government of India guidelines. The infrastructure of the bidder must be CERT-In certified as per Government of India guidelines.

- 13) The bidder must have authorized and globally accepted software certifications i.e. ISO-27001, ISO 20000, ISO 9001 and SEI CMMI Level 3 or higher for development for the last five years.
- 14) The Bidder should have infrastructure in all the major cities in India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc. The bidder must be able to provide centrally located test centers with necessary infrastructure in all the JEST exam cities listed in the Annexure -VII.
- 15) The bidder should have all relevant facilities and logistics available to execute the work. Bidders having CMMI service certificate will be given preference in case of a tie in the final score.
- 16) The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes, additional center locations, students' data.
- 17) The bidder should not have been blacklisted or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. for a period of at least twelve months preceding the date of submission of the bid. An undertaking in this regard has to be submitted by the bidder on the letterhead of the company duly signed by the authorized signatories with the company seal.

5.2 Assessment Platform level

- 1) The proposed examination and question paper 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 exam. They must have the copyright of the source code and all its components.
 - a. The bidder should have all the necessary components and dependency of source code of the computer based 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 JEST 2025 Organising Institute must be met immediately. The bidder should have at least regular 100 technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.
 - b. Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - c. Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - d. The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High Availability, Business Continuity, and Disaster-Recovery.
 - e. 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 exam.
 - f. The bidder should have an in-house quality assurance group and a strong quality management system to do quality checks of the software.
 - g. Proper security provision for source codes shall be maintained.
- 2) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
- 3) The bidder's software should have a facility to create question papers securely at a designated place decided by authorized personnel of JEST 2025 Organising Institute.
- 4) The bidder must use 256 bit encryption for Question paper storage and transfer.

- 5) The system should support question randomization with option shuffling ensuring that no two question papers are alike as per the instruction of JEST 2025 Organising Institute.
- 6) The final question paper would be password protected by JEST 2025 Organizing Institute and will never share the password.
- 7) The bidder should provide a web application to monitor, from the control center at JEST 2025 Organising Institute, the pre-examination, during examination and post examination activities for all the centers in India and abroad (if any).

Even though bidders may satisfy the above requirements, they may be disqualified if they have:

- a. Made misleading or false representation of 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.
- b. If confidential inquiry reveals facts contrary to the information provided by the bidder.
- c. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

JEST 2025 OI may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, 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 d) If the bidder or its subsidiaries and/or holdings is engaged in any activity such as conducting of coaching classes, etc., which can influence conduct of professional exam. JEST 2025 Organizing Institute has the right to cancel or modify the tender.

6. Evaluation of Bids

6.1 Scoring Model

The technical capability of the bidder will be evaluated based on the following scoring model. Any bidder scoring less than 70%, will be deemed as technically not qualified. The bidder(s) scoring 70% or more will be invited to make a technical presentation for the final selection.

S. No	Criteria (New)	Max Score
1.1	Bidder's Profile	15
1.1.1	Legal Structure	5
	Partnership /Proprietary	1
	Private Limited	2
	Limited Company	5
1.1.2	Overall Regular IT staff strength (Project Management/ Development/ Quality Assurance/Implementation/ Operations)	10
	100 – 250	2
	251 – 500	5
	> 500	10

1.2	Bidder's certification for the last 5 years	20
1.2.1	CMMi level (Development) Certificate should be available at https://cmmiinstitute.com	10
	CMMi level 3 Development	5
	CMMi level 5 Development	10
1.2.2	CMMi level (Service) Certificate should be available at https://cmmiinstitute.com	10
	CMMi level 3 Service	5
	CMMi level 5 Service	10
1.3	Bidder's Financial Capability	10
1.3.1	Average annual turnover from CBT service for the period 2021 – 2022, 2022, 2023 and 2023-2024.	10
	More than 5 CR and Less or Equal to 10 Crore INR	2
	More than 10 CR and Less or Equal to 15 Crore INR	5
	More than INR 15 Crores per year	10
1.4	Bidder's experience in CBT	15
1.4.1	Maximum number of candidates appeared in Computer Based Entrance examination in a single shift in India in last 3 financial years for Central Government Departments / Central autonomous institutions / Central PSUs / Central recruitment boards / Union Public Service Commission / Central Higher Educational Institutions / Central Universities etc.	10
	15,000 – 20,000	2
	20,001 – 25,000	5
	> 25,000	10

1.4.2	No of Answer books evaluated through computers in a single order on an all-India basis for Central Government Departments / Central autonomous institutions / Central PSUs / Central recruitment boards / Union Public Service Commission / Central Higher Educational Institutions / Central Universities etc.	5
	2500 – 5000 answer booklets	2
	> 5000 answer booklets	5
1.5	Bidder's Infrastructure Capability	20
1.5.1	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	10
	Tier III DC infrastructure with Secondary DC outsourced by the bidder.	2
	Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in certified infrastructure	5
	Tier IV DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure	10
1.5.2	Owned Node (available 24X7 with minimum 250 nodes in each center) Capability across India (Proof to be submitted)	10
	15,000 – 20,000	2
	20,001 – 25,000	5
	> 25,001	10

Score for technical documents : 80

Qualifying score: 70% of score for technical documents

6.2 Presentation & Demonstration (maximum score 20): The marks for Software/Solution Approach and Methodology will be given by the Committee based on the presentation made by the bidder on the same.

Bidders with a score 56 or more in technical evaluation as per the above scoring model will be called for a technical presentation citing that they possess the requisite documents of the items that they have stated in the Scoring Model. An expert committee will be constituted to evaluate the presentation process and give a score out of 20. The score obtained in the technical presentation will be added to the total technical score. So the total technical score (Ts) will be calculated out of 100.

Ts = Score for technical documents + Score for technical presentation (80 + 20)

6.3 Financial Evaluation

The Financial Bid of only those Bidders who have been found to be technically qualified (technical qualifying score is 56 out of 80) will be opened. The Financial bids of ineligible bidders will not be opened.

6.4 Evaluation and Comparison of Bids

70% weightage will be awarded for total technical score (Ts = score for technical documents and presentation cum demonstration) and 30% weightage will be awarded for Financial Evaluation

The amount quoted for “Computer Based Examination” for JEST 2025 (please refer to Financial Bid Table 1) will be considered for evaluation of the financial bid.

The commercial/financial scores would be normalized on a scale of 100, with the lowest quote being awarded a score of 100 and the other bids being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

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

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

$$F_n = (F_{\min}/F_b) * 100 \text{ (rounded off to 2 decimal places)}$$

Where, F_n = Normalized commercial score for the Bidder under consideration; F_b = Absolute financial quote for the Bidder under consideration; and F_{\min} = Minimum absolute financial quote

$$\text{Composite Score (S)} = T_s * 0.70 + F_n * 0.30$$

The Bidder with the highest Composite Score(S) would be awarded the contract. For composite evaluation up to two decimal points (with rounding off) will be considered. In case of a tie, the bidder having higher financial score will be considered and awarded the contract.

7. Important Instructions

1. The successful bidder shall obtain declaration from their personnel (employed by them for the work) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the JEST 2025 examination.

2. The successful Bidder would be required to follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, OA Certification and Deployment into production.

3. The successful Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.

4. The successful Bidder would be required to have an in-house quality assurance and product testing team with robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.

5. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.

6. The successful Bidder would be required to design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.

7. The successful Bidder would be required to 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 exam.

8. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes, additional center locations, students' data, etc., should be maintained by the Bidder.

9. The successful Bidder should be able to support the entire solution across India where the exam might be conducted on a 24 x 7 basis with a maximum response time of 3 hours per session.

10. At any time before the submission of bids, JEST 2025 Organizing Institute may amend the tender by issuing an addendum in writing or by standard electronic means. In case of any corrigendum/alteration/addendum will be uploaded in CPP portal only. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.

11. If the amendment is substantial, successful Bidder(s) shall be given reasonable time to make an amendment or to submit revised bid and the deadline for submission of bids will be extended by JEST 2025 Organising Institute.

12. Successful bidder will make available application portal (as per the suggestion of the organising institute) for the candidates within 2 weeks after agreeing terms and conditions of the RFP.

8. General Information

The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures along with the Bid Security Declaration in the prescribed format (ANNEXURE-IX). The financial bid should be submitted separately. In case, any bidder encloses the financial bid within the technical bid, the same shall be disqualified summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender 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 bidder being summarily disqualified.

The Responses should be typewritten or (legible) handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of the bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with a forwarding letter on bidder's letterhead.

Reference, information and certificates from the respective clients certifying technical, delivery and execute General Information. General Information capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. JEST 2025 Committee may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the purported work. They are, however, advised not to attach superfluous information. No further

information will be entertained after the tender document is submitted, unless JEST 2025 OI calls it for.

Even though the bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or are not able to understand the scope of work, etc.

Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The tender document has to be downloaded from CPP Portal.

All disputes arising with respect to the bid document shall be subject to the jurisdiction of the Calcutta High Court, Kolkata, West Bengal, India alone and shall be governed by the law of India. JEST 2025 OI reserves the right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document, if any, the decision of JEST 2025 OI shall be final.

The payment shall be in Indian Rupees and shall be paid by the respective organizing Institution only after successful completion of work without error and delays. The successful bidder shall sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time overruns. In case the bidder materially fails to execute the contract, JEST 2025 OI shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts of jurisdiction of respective organizing Institutes.

Even though bidders may satisfy the above requirements, they may be disqualified for the following reasons:

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
- If the bidder is engaged in any activity which can influence the conduct of the exam such as conducting coaching classes etc.

In such cases, JEST 2025 OI has the right to cancel or modify the tender.

The technical bid shall consist of –

- Technical information as desired in prescribed format
- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure – III
- Technical and Administrative manpower available for this work as per Annexure – IV
- Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.
- Information (Phone number, email ID, WhatsApp No., Name) of the authorized person(s) to attend the meeting.

9. Appointment of Successful Bidder

9.1 Award Criteria

JEST 2025 OI will award the Contract for the initial year to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

9.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

JEST 2025 OI reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for JEST 2025 action.

9.3 Notification of Award

Prior to the expiration of the validity period, JEST 2025 OI will notify the successful bidder in writing or by email that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, JEST 2025 may request the bidders to extend the validity period of the bid.

9.4 Performance Guarantee

JEST 2025 OI will require the successful bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from signing of the agreement by each of the Institutions post Notification of award, for a value equivalent to 5% of the total cost. The Performance Guarantee should be valid for a period of 12 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project and Warranty period. In case the successful bidder fails to submit a performance guarantee within the time stipulated, JEST 2025 organizing Institution at its discretion may cancel the order placed on the successful bidder without giving any notice. JEST 2025 organizing Institution shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or JEST 2025 organizing Institution incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

9.5 Signing of Contract

After JEST 2025 notifies the successful bidder that its proposal has been accepted, JEST 2025 organizing Institution shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between JEST 2025 Organizing Institution and the successful bidder with mutually agreed terms and conditions. The scope of the work can be extended for another two years on mutual agreement with other JEST- organizing institute. The term of this agreement may be extended for two more years on a year to year renewal basis, on mutually agreeable terms and conditions.

9.6 Mode of Payment and Penalty

The payment to the service provider shall be made in Indian rupees and shall be paid only after the completion of the entire work as per the agreed schedule, without any errors. No advance payment shall be made. The successful bidder shall 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.

In case of non-fulfillment of the service provider's specific obligation as under the contract, which non-fulfillment leads to data loss/ non compliance of event based log/ data saving. The service provider shall indemnify JEST 2025 OI to the extent of any loss suffered by JEST 2025 OI as a result of such data loss/ non-compliance of event based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by JEST 2025 OI to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from willful misconduct or negligence.

If any examination has to be conducted either on the buffer date or any of the unused weekends due to any technical or non-technical problems from the service provider's side, then the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal.

In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test center that would lead to unacceptable delay in completing the examination, the liability of the service provider shall be limited to 10% of total payable by JEST 2025 Organizing Institutes to the service provider for that particular Demonstration and Presentation center where the deficiency has been verified and confirmed by JEST 2025 Organizing Institutes.

9.7 Time Frame

The selected bidder would be required to make the system/service up and operational within a period of 15 Days from the date of signing of contract as per the instruction of the organising institution.

9.8 Information security and data privacy

The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti malware, anti-spyware and anti-spam solutions for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

9.9 Processing Norms

JEST 2025 Organizing Institutes and selected bidder acknowledge and agree that the provision of Services under this tender may require the selected bidder to interact with the customers and suppliers of JEST 2025 OI relating to the Services as special agent for and on behalf of JEST 2025 OI and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided and / or validated and / or accepted by JEST 2025 OI and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to JEST 2025 OI, with the selected bidder being a data processor for JEST 2025 OI. The selected bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of selected bidder's compliance with the Processing Norms. JEST 2025 agrees to indemnify, defend and hold Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions or proceedings, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by the selected bidder arising out of or resulting from the selected bidder's compliance with Processing Norms. Further, JEST 2025 OI shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign (depending on the case) laws, treaties

and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

It is agreed between the parties that the JEST 2025 OI shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and the selected bidder will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. JEST 2025 OI shall indemnify and keep the selected bidder indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event the selected bidder is exposed to any such investigation, enquiry or any similar proceedings.

9.10 Payment Schedules

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. No advance payment shall be made. Total payment will be done immediately after the receipt of the final reports on completion of the project. This has to be done as per the amount quoted by the selected bidder in financial bid.

9.11 Fraudulent and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, JEST 2025 OI shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, JEST 2025 OI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

_ "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of JEST 2025 OI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of JEST 2025 OI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of JEST 2025 OI in relation to any matter concerning the Project;

_ "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

_ "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

– “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by JEST 2025 with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

– “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.12 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or JEST 2025 OI as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

9.12.1 Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

9.12.2 Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

9.12.3 Terrorist attack, public unrest in the work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The selected bidder or JEST 2025 OI shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on the date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, JEST 2025 OI shall make payment for all the services rendered by the selected bidder till such date of termination of contract.

9.13 Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the selected bidder in the provision of the Services shall exclusively belong to the selected bidder or its licensors (“Bidder Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and JEST 2025 OI shall not be entitled to claim any rights therein. All rights, title and interests in JEST 2025 OI Data shall always remain with JEST 2025 OI. JEST 2025 OI agrees that the selected bidder shall have the right to list JEST 2025 OI name in its marketing material and use JEST 2025 OI logo with respect to such listing and for reference purposes. JEST 2025 OI acknowledges that the provision of the Services hereunder by the selected bidder shall be on a nonexclusive basis and the selected bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

9.14 Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of goodwill, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to the bidder by JEST 2025 OI for the Service that gives rise to such liability. The limitation on any Party’s liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder’s application system. The bidder shall not be held liable for any delay or failure in its obligations, if and

to the extent such delay or failure has resulted from a delay or failure by or on behalf of JEST 2025 OI to perform any of JEST 2025 OI's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge JEST 2025 OI for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

9.15 Dispute Resolution

In the event of any dispute arising between the parties, the same shall be referred to the Director, JEST 2025 OI, whose decision shall be final and binding on the parties.

ANNEXURE-I

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last three financial years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

FINANCIAL INFORMATION (Total Turnover): 1

S. No.	Details	2023-24	2022-23	2021-22
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets• Current Liabilities• Working Capital (b-c)• Current Ratio: Current Assets/Current Liabilities (b/c)			
Name of the Company				
Date				
Name of the Authorized signatory				

- Upto date Income Tax Clearance Certificate/Audited Balance Sheet.
Note: Attach additional sheets, if necessary.

(Signature and Seal of Bidder)

FINANCIAL INFORMATION (Turnover from Computer Based Test): 2

S. No.	Details	2023-24	2022-23	2021-22
i)	Gross annual turnover from Computer based test			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none"> • Cash • Current Assets • Current Liabilities • Working Capital (b-c) • Current Ratio: Current Assets/Current Liabilities (b/c) 			
Name of the Company				
Date				
Name of Authorized signatory				

- Upto date Income Tax Clearance Certificate/Audited Balance Sheet.

Note:

(1) As an alternative, bidders must provide a certificate from practicing Chartered Accountants (CA) / Company Secretary (CS) with details for CBT turnover. In case bidders do not have such reporting they will need to provide a certificate from CA/CS that segment reporting is not required for CBT turnover.

(2) Attach additional sheets, if necessary.

(Signature and Seal of Bidder)

ANNEXURE-II

Tenderno. BI-K/E-TEND/02/2024-25

DETAILS OF SIMILAR WORKS EXECUTED IN THE PAST 3 YEARS

Sr. No.	Name of Work/Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in a single-shift	Date of commencement as per contract	Actual Date of completion	Litigation/Arbitration pending in progress with details	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10
Name of the Company									
Date									
Name of the Authorized signatory									

(Signature and Seal of Bidder)

Techno-commercial Bid

ANNEXURE-II(a)

1.	Name of Tendering Company with Registration No. & Date issued by appropriate authorities (Please enclose)	
2.	Do you possess trade license issued by Competent Authority	
3.	Name of Proprietor/Director	
4.	Furnish following particulars of the Registered Office a. Complete Postal Address	
	b. Telephone No.	
	c. Fax No.	
	d. E-Mail Address	
5.	Furnish the following particulars of the Local Branch Office. (If any) a. Complete Postal Address	
	b. Telephone No.	
	c. Fax No.	
	d. E-Mail Address	
6.	PAN No. (Attach Attested Copy)	
7.	TIN No. (Attach Attested Copy)/GSTIN No.	
8.	If Manufacturer-Pl. attach the certificate of Registration If Authorized Dealer/Distributor-Pl. attach	
9.	Financial turnover for the three financial Years. (Please attach copy of certificate by Chartered Accountant in original)	
	Financial Year	Amount (In Lakhs)
	2021-22	
	2022-23	
	2023-24	
	(Attach separate sheet if space provided is insufficient)	

10.	Give details of the major clients – Educational Institutes/Universities, Government Departments, Research Organizations, to whom services of same type have been supplied by the bidder during the last five years in the following format.			
s.no.	Name & address of the Client with details	Name & quantity of the items sold	Purchase Order / Indent No. & Date	Amount
11.	The agency should not have been blacklisted or banned by any Govt. Department, Government Organization, PSU, University, Autonomous Institute etc. for a period of at least twelve months preceding the date of submission of the bid. An undertaking to this fact should be enclosed with techno-commercial bid as per Annexure VIII.			
12.	Are you an ISO certified manufacturer? If so, please attach			
13.	Please specify the minimum time required to supply the item/material from the Date of receipt of the Purchase Order			
14.	Additional information, if any (Attach separate sheet, if required)			

(The Annexure II(a) must be submitted in the given format on the website only)

SPECIAL INSTRUCTIONS FOR TWO PART e-TENDER

MANNER AND METHOD FOR SUBMISSION OF TENDERS

- All tenders in response to this invitation shall be submitted in Two Parts on the e-tendering website
 1. Part I (Techno-Commercial) (Bidders don't need to send hard copies. All the documents shall be submitted on e-tendering website only).
 2. Part II (Price needs to be uploaded in given format on the website. Don't submit the hard copies of part II)
- A. PART-I (TECHNO-COMMERCIAL) This part of the tenders shall include/contain all technical details, technical specifications, drawings and the commercial terms and conditions of contract for the supplies to be made and the services to be rendered **EXCLUDING ANY PRICE DETAILS THEREOF.**

B. PART-II (PRICE) This part should contain only the prices of the stores offered for supply and the charges for the services to be rendered.
- Part- I (Techno- Commercial) should contain/include only technical specifications, technical details, literature, reference to earlier supplies of similar equipment without enclosing the purchase order copies, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedure itemized list of spares and quantity (without price) recommended by the tenderer for purchase term of price mode and terms of payment, mode of dispatch, the quantum/percentage of statutory levies payable by the Purchaser as extra and all related commercial terms and conditions for the supplies and for the services like erection and commissioning to be rendered by the tenderers. The tenderers shall take special care **NOT TO MIX UP** the price of the stores in this part of the tender.
- Part- II (Price) shall include/contain only price, price break-up, freight/safe delivery charges, charges for training of the Purchaser's engineers wherever applicable, lump-sum charges for erection and commissioning work as is envisaged in the Purchaser's tender document, testing charges, third party inspection charges etc. This part of the tender i.e. Part- II (Price) shall be enclosed separately in the sealed envelope.
- **TECHNICAL CLARIFICATIONS**
- After opening the Part-I (Techno-Commercial) of the tender, if it becomes necessary for the technical authorities/user department to seek clarification from the tenderers, the same will be sought for from the tenderers by the technical authorities/user department, in such an event, the tenderers shall
 - Furnish all technical information/clarification to the concerned technical

authority directly in the sealed envelope to reach on or before the due date, and time fixed by the technical authorities in an ordinary envelope indicating the Purchaser's tender reference. If the technical clarification/details sought for by the technical authorities from the tenderers do not reach them on or before the due date and time fixed for its receipt, such tenders will be liable for rejection at the discretion of purchaser.

- Have an option to modify the price based on the technical clarifications or discussion the tenderers had with the user department. In case they wish to make any revision in the price, they should communicate such a revision in price in sealed cover within the due date.

- **OPENING OF TENDERS**

- Part-I (Techno-Commercial) of the tender will be opened at the first stage on the due date and time indicated for opening in the tender notice. While the Part-II (Price) will be opened at the second stage on the date and time as intimated after scrutiny of Part-I (Techno-Commercial).
- While all the tenderers who submit tenders online on e-tendering website within the due date and time specified for its receipt will be permitted to participate in the opening of Part-I (Techno-Commercial) of the tender on the due date and time indicated in the tender inquiry, the opening of the Part-II (Price) of the tender can be attended to only by such of those tenderers whose tenders are found to be technically suitable/acceptable to the Purchaser and to whom intimation thereof is given by the Purchaser by Fax/Telegram, Letter, etc.

1.3.3 The tenders whose Techno-Commercial Part (Part-I) are found suitable/acceptable to the Purchaser, will be given advance intimation by the Purchaser to enable such tenderer to deputate their representative to participate in the opening of the Part-II (Price) of the tender. The technically unqualified tenderers will neither be given any intimation about the due date and time for opening Part-II (Price) of the tender nor will they be permitted to participate in the opening of the same. **Part-II (Price) of the technically disqualified tenderers will not be opened.**

Note: - 1. Part-I (Techno-Commercial) and Part-II (Price) should be uploaded and submitted on **e-tendering website only.**

Tenders not submitted on e-tendering website will be summarily rejected.

Tenderno. BI-K/E-TEND/02/2024-25**STRUCTURE OF THE ORGANIZATION**

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal status).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Trust :
 - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the work? If so, give the Name of the project and reasons for not completing the work.
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give the name of the project and reasons for not completing the work.
8. Have you or your constituent partner(s) been debarred/blacklisted for tendering in any organization at any time? If so, give details.
9. Area of specialization and Interest
10. Any other information considered necessary but not included above.

ANNEXURE-IV

Tenderno. BI-K/E-TEND/02/2024-25

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Table 1

Category	Total number of regular employees in each category	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative				

Table 2

SrNo.	Designation	Total number of employees in that category	Number available for this work	Name	Qualification	Professional experience and DETAILS OF work Carriedout	In what capacity these Wouldbe involved in this work	Remarks
Name of the Company								
Date								
Name of the Authorized signatory								

(Signature and Seal of Bidder)

ANNEXURE-V

Tenderno. BI-K/E-TEND/02/2024-25

Scoring sheet

Sr. No.	Criteria	Score		Please write Yes or no	Self- Assessment Score	
1.1	Bidder's Profile	15				
1.1.1	Legal Structure	5				
	Partnership/Proprietary	1				
	Private Limited	2				
	Limited Company	5				
1.1.2	Overall Regular IT staff strength (Project Management/Development/Quality Assurance/Implementation/Operations)	10				
	100 – 250	2				
	251 – 500	5				
	>500	10				
1.2	Bidder's certification for the last 5 years	20				
1.2.1	CMMi level (Organisation)	10				
	CMMi level 3 Development	5				
	CMMi level 5 Development	10				
1.2.2	CMMi level (Organisation)	10				
	CMMi level 3 Service	5				
	CMMi level 5 Service	10				
1.3	Bidder's Financial Capability	10				
1.3.1	Average annual turnover from CBT service for the Period 2021–2022, 2022-2023 and 2023-2024.	10				
	INR 05 -10 Crores per year	2				
	More than INR 10 Crores – 15 Crores per year	5				
	More than INR 15 Crores per year	10				
1.4	Bidder's experience in CBT	15				
1.4.1	Maximum number of candidates appeared in Computer Based Entrance examination in a single shift in India in last 3 financial years for Central Government Departments / Central autonomous institutions / Central PSUs / Central recruitment boards / Union Public Service Commission / Central Higher Educational Institutions / Central Universities etc.	10				

	15,000 – 20,000	2			
	20,001 – 25,000	5			
	> 25,000	10			
1.4.2	No of Answer books evaluated through computers in a single order on an all-India basis for Central Government Departments / Central autonomous institutions / Central PSUs / Central recruitment boards / Union Public Service Commission / Central Higher Educational Institutions / Central Universities etc.	5			
	2500 – 5000 answer booklets	2			
	> 5000 answer booklets	5			
1.5	Bidder's Infrastructure Capability	20			
1.5.1	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	10			
	Tier III DC infrastructure with Secondary DC Outsourced by the bidder.	2			
	Tier III DC infrastructure with Secondary DC owned by The bidder with Cert-in certified infrastructure	5			
	Tier IV DC infrastructure with Secondary DC owned by The bidder with Cert-in Certified infrastructure	10			
	Owned Node (available 24X7 with minimum 250 nodes in				
1.5.2	Owned Node (available 24X7 with minimum 250 nodes in each center) Capability across India (Proof to be submitted)	10			
	15,000 – 20,000	2			
	20,001 – 25,000	5			
	>25,000	10			
Name of the Company					
Date					
Name of the Authorized signatory					

Total Score: 80

Qualifying score: 56 out of 80

PERFORMANCE SECURITY FORM

(To be executed by a scheduled Bank in India on non-judicial stamp paper)

To
Bose Institute,
Unified Academic Campus
Block EN 80 Sector V
Kolkata - 700091 (W.B.) India

Dear Sir,

Sub: Your Contract No. -----dated -----for

1. You have entered into a contract with reference no as given above with _____ (herein after referred to as the contractor) for the supply, installation, and commissioning of _____ (herein after referred to as stores) for the price and on the terms and conditions contained in the said contract.
2. In accordance with the terms of said contract, the contractor has undertaken to produce a bank guarantee for Rs. _____ (Rupees _____ only) being 3% of the total value of the said stores supplied to you, for the due fulfilment of its obligations to you for due performance as per the contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligator on behalf of the contractor that in the event you submit a written demand to us that the contractor has not performed according to the contractual obligations included in the said contract, we will pay you on written demand, without demur and without reference to the contractor any sum up to a maximum amount of Rs _____ (Rupees _____ only). Your demand shall be conclusive evidence to us that such payment is due under the terms of the said contract. Payment by us to you will be made within thirty (30) days from receipt of your request making reference to this guarantee and on demand.
4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the contractor and to exercise the same in any manner at any time and either to forbear or to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs _____ (Rupees _____ only) and the guarantee shall remain in force up to and including the _____ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder.

7. This guarantee shall not be affected by any change in the constitution of our Bank or of the contractor or for any other reason whatsoever.

Date:

Signature.....

Place:

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness:

1.

2.

ExamCenters: **JEST2025 willbeheld atthelocationsindicatedbelow.**

Sr No	Name of City
1	Ahmedabad
2	Aligarh
3	Allahabad
4	Amritsar
5	Bangalore
6	Bardhaman
7	Bhopal
8	Bhubaneswar
9	Chandigarh/Mohali
10	Chennai
11	Delhi
12	Goa
13	Guwahati
14	Hyderabad
15	Indore
16	Jaipur
17	Kanpur
18	Kharagpur/Paschim Medinipur
19	Kochi
20	Kolkata
21	Kozhikode
22	Madurai
23	Mangalore
24	Mumbai
25	Nagpur
26	Nainital/Haldwani
27	Patna
28	Pune
29	Raipur
30	Rajkot
31	Ranchi
32	Roorkee
33	Sambalpur
34	Silchar
35	Siliguri
36	Srinagar
37	Trivandrum
38	Udaipur
39	Vijayawada
40	Vishakhapatnam

CERTIFICATE&DECLARATION

It has been certified that all information provided in tender form is true and correct to the best of my knowledge and belief. No forged/tampered document(s) are reproduced with tender form for gaining unlawful advantage. We understand that Bose Institute, Kolkata is authorized to make enquiries to establish the facts claimed and obtain confidential reports from clients.

In case it is established that any information provided by us is false / misleading or in the circumstances where it is found that we have made any wrong claims, we are liable for forfeiture of EMD/PBG and or any penal action and other damages including withdrawal of all work / purchase orders being executed by us. Further Bose Institute, Kolkata is also authorized to blacklist our firm/company/agency and debar us from participating in any tender/bid in future.

I/We assure the Institute that neither I/We nor any of my/our workers will do any act/s which are improper/illegal during the execution in case the tender is awarded to us.

Neither I/ We nor anybody on my/ our behalf will indulge in any corrupt activities / practices in my / our dealing with the Institute.

Our Firm/Company/Agency is not blacklisted or banned by any Govt. Department, PSU, University, Autonomous Institute or Any other Govt. Organization.

Date

Signature of the Tenderer

Place

Stamp

Note: This certificate should be executed on duly notarized 100/- NJ Stamp Paper.

To,

.....,
.....,
.....

Sub:

Dear Sir,

It is hereby declared that Bose Institute Kolkata 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 Bose Institute, Kolkata.

Yours faithfully,
Registrar (O),
Bose Institute, Kolkata

To,
Registrar (O),
Bose Institute, Kolkata

Sub:

Dear Sir,

I/We acknowledge that Bose Institute Kolkata 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 THE 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 contract, which will come into existence when tender/bid is finally accepted by Bose Institute, Kolkata. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in 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, Bose Institute, Kolkata shall have the 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)

BID SECURITY FORM

(To be executed by a scheduled Bank in India on non-judicial stamp paper)

To
Registrar (O),
Unified Academic Campus
Block EN 80 Sector V
Kolkata - 700091 (W.B.) India

Dear Sir,

Whereas (Name and address of Bidder) (hereinafter called "the Bidder") in response to your Tender Notification No. ----- dated ----- is submitting its bid for the supply of (Name and/or description of the goods) (Hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (Name of bank) of (Name of country), having our registered office at (Address of bank) (Hereinafter called "the Bank"), are bound unto **Director, Bose Institute, Kolkata,INDIA** (Hereinafter called "the Purchaser") for the sum of (Amount of the Guarantee in Words and Figures) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity;
3. Fails or refuses to execute the Contract Form if required; or
4. Fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.
5. This guarantee is valid up to(six months from date).

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty-five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Date:

Signature.....

Place:

Seal of Bankers

(Complete Address/Contact Details with Tel./Fax/email etc)

Witness: 1.
2.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the Director, Bose Institute acting through Shri....., Designation of the officer, Bose Institute (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer / Authorised Signatory(hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHERAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1.	Commitments of the BUYER
1.1	The BUYER undertakes that no official of the BUYER, connected directly or indirectly with contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or their party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
1.2	The BUYER will, during pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
1.3	All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2.	In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.
3	<u>Commitments of BIDDERS</u>
3.1	The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
3.2	The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3	The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
3.4	BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
3.5	BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
3.6	The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
3.7	The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
3.8	The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
3.9	The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
3.10	The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
3.11	The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12	The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
3.13	If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
3.14	The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
4.	<u>Previous Transgression</u>
4.1	The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Section Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
4.2	The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
5.	Earnest Money / Bid Security
5.1	While submitting commercial bid, the BIDDER shall deposit an amount of Rs. 5 Lakh as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:
i.	Account payee Bank Draft / fixed deposit receipt/ Banker's cheque / Bank Guarantee / Insurance surety bonds in favour BI JEST 2025 , payable at Kolkata.
ii.	A confirmed guarantee by a Scheduled commercial Bank or Indian Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
iii.	Any other mode or through any other instrument such as NEFT/RTGS to the account as detailed below: Account name: BI JEST 2025 Account no: 104521010000134 IFSC Code: UBIN0910457 Bank: Union Bank of India Branch: Salt Lake Sector V Branch
5.2	The Earnest Money/Bid Security shall be valid upto a period covering the bid validity plus 45 days beyond the final bid validity period.
5.3	In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
5.4	No interest shall be payable by the BUYER to the BIDDER on Earnest Money /Security Deposit for the period of its currency.

6	<u>Sanctions for Violations</u>
6.1	Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
i.	To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
ii.	The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
iii.	To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
iv.	To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
v.	To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
vi.	To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such Cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
vii.	To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
viii.	To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
ix.	In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
x.	Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
6.2	The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.
6.3	The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7.	<u>Fall Clause</u>
7.1	The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
8.	<u>Independent Monitors</u>
8.1	The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Independent External Monitors appointed by CVC for the tender – Shri Umakant Lal,, IPS (Retd.) [umakantlal@yahoo.co.in] & Shri Vishnu Agrawal, Director (F), MRPL (Retd.) [agrawal.vishnu@gmail.com] .
8.2	The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
8.3	The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
8.4	Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
8.5	As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
8.6	The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
8.7	The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
8.8	The Monitor will submit a written report to the designated Authority or BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should the occasion arise, submit proposals for correcting problematic situations.
9.	<u>Facilitation of Investigation</u> In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10.	<u>Law and Place of Jurisdiction</u> This Pact is subject to Indian Law. All disputes arising out of this Contract will be subjected to Kolkata jurisdiction.
11.	<u>Other Legal Actions</u> The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
12.	In the event of any dispute between BI and the selected vendor as per the IP applicable, the disputes may be settled through mediation before the panel of IEM's in on time bound manner. The mediation rule to be adopted is to be decided in appropriate manner.
13.	<u>Validity</u>
13.1	The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
14.	Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
15.	The parties hereby sign this Integrity Pact at _____ on _____

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER/ AUTHORISED SIGNATORY

Designation

BOSE INSTITUTE

Witness

Witness

1. _____

2. _____

1. _____

2. _____

*Provisions of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

The bidders may note that they must upload the Integrity Pact signed by both the bidder as well as the buyer (Institute) in non-judicial stamp paper of denomination of Rs. 100/- and upload the same alongwith the bidding document in the portal under designated folder and hard copy must be submitted in the Purchase Cell of Bose Institute before the date of opening of the tender.

Failure of submission of the same as stated above would render the bidder liable to be rejected.