



**UNIVERSITY OF ALLAHABAD**

**ADVERTISED TENDER ENQUIRY (ATE)**

**FOR**

**COMPUTER BASED (ONLINE) & OMR BASED (OFFLINE)**

**ENTRANCE TEST**

**RELATED WORK**

**FOR**

**ADMISSIONS IN VARIOUS COURSES OF THE UNIVERSITY OF ALLAHABAD**

**FOR**

**SESSION 2018-2019**



**UNIVERSITY OF ALLAHABAD**

**(A Central University Established by an Act, 2005 of Parliament, Govt. of India)  
Allahabad - 211 002 U.P. (India)**

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## NOTICE FOR INVITING TENDER [NIT]

Notice Inviting Tender/Bid No.	:	<b>UOA/2018/01/Admissions</b>
Date of Issue	:	<b>06/02/2018</b>
Name of Work	:	<b>Advertised Tender Enquiry (ATE) For Computer Based (Online) &amp; OMR Based (Offline) Entrance Test Related Work for Admission in Various Courses for the Session 2018-2019.</b>
Last Date for Submission of Tender	:	<b>28/02/2018</b> (11:00 Hours)
(i) Date of Opening of Technical Bid	:	<b>28/02/2018</b> (16:00 Hours)
(ii) Cost of Tender	:	Free of Cost

University of Allahabad invites the quotation under two bid systems from reputed Firms. Tender Document and Other details may also be downloaded from the university website [www.allduniv.ac.in](http://www.allduniv.ac.in) and CPPP portal.

The tender document consists of two parts:

**Part A:** Technical Bid with terms and conditions **Part B:** Financial Bid

**Detailed specifications and term and conditions are given in tender document.**

Bidders shall submit the tender document in two separate sealed envelopes superscribed "Technical Bid" and "Financial Bid" respectively. All the relevant tender documents should be sent in two sealed envelopes to the Director, Admission-2018, University of Allahabad at Pravesh Bhawan, Chaitham Line, Allahabad – 211002, on or before the last date of submission of tender. Technical Bid should accompany a DD/FDR/TDR/BG amounting to Rs.5,00,000/-(Rs. FIVE Lakhs only) for

**Computer Based (Online) & OMR Based (Offline) Entrance Test Related Work for Admission in Various Courses for the Session 2018-2019**

as Earnest Money Deposit (E.M.D.) payable to the **Finance Officer, University of Allahabad**. E.M.D. will be refunded to the unsuccessful bidders within 30 days of finalization of the tender. In case of successful bidders E.M.D. may be adjusted against Performance Security Deposit. The technical-bid will not be considered without E.M.D.

Technical Bids of bidders successfully meeting fee and prequalification requirements will be opened on **28/02/2018 at 16:00** Hours by the authorised committee.

Financial Bid of the technically qualified bidders will be opened on a date to be intimated after the finalization of the technical bid. Successful bidder has to submit the Performance security deposit of Rs. 25 lakhs payable to the **Finance Officer, University of Allahabad** through DD/ FDR/TDR/BG.

**Director, Admissions-2018**  
Pravesh Bhawan, Chaitham lines,  
University of Allahabad  
Allahabad-211002, Uttar Pradesh  
Mail Id: [auadmissions2018@gmail.com](mailto:auadmissions2018@gmail.com)  
Mob: 9415646450

## INSTRUCTIONS & CONDITIONS OF CONTRACT TO BIDDERS

### 1. BIDDING DOCUMENTS

The bidder is expected to examine all instructions, terms and conditions, specifications, schedules to Tender, forms and other documents before quoting. Failure to furnish all information required or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### 2. BIDS

**The bids are to be submitted in following independent covers.**

- (a) **Technical Bid and Earnest Money Deposit (EMD)** - in one set marked "Technical bid", and
- (b) **Financial Bid** - in another set marked "Financial bid" : the bidder will submit the financial bids in prescribed formats.

### 3. EARNEST MONEY DEPOSIT (EMD)

- 3.1 An earnest money of Rs.5,00,000/-(Rs. FIVE Lakhs only) has to be enclosed alongwith the technical bid. The Earnest Money Deposit shall be only in the form of crossed Bank Draft payable to or FDR/TDR/BG (**Annexure-8A**) pledged the "Finance Officer, University of Allahabad", payable at Allahabad. No Cheque or to Cash shall be accepted as EMD. If the EMD is not received or is not in order, the technical bid will be summarily rejected.
- 3.2 The EMD/Security money will not carry any interest.
- 3.3 The earnest money of the unsuccessful tenderer will be refunded within one month, after the final decision on the tender.
- 3.4 The EMD shall be forfeited:
  - (a) If the tenderer withdraws his tender during the period of validity specified in tender document.
  - (b) If the tenderer makes any modifications in the terms and conditions of the tender before acceptance of the tender which are not acceptable to A.U. Or
  - (c) In case of successful tenderer, if the tenderer fails:
    - (i) To sign the agreement, or
    - (ii) To furnish initial security deposit.
- 3.5 The earnest money deposit of successful tenderer shall be adjusted towards performance security deposit for the due fulfillment of the contract. EMD of the successful tenderer may be refunded in case the full security money as required is deposited by the contractor in the form of crossed bank draft / bank guarantee/FDR/TDR.

#### 4. Technical Bid

The Technical bid prepared by the bidder shall be submitted on the formats given at **Anexure-1 to 7**. No deviations in respect of Notice for Inviting Tender [NIT] conditions are acceptable. The bidders are required to attach entire NIT (except for the price bid part) duly signed & stamped as token of the acceptance to the NIT conditions with this bid. The following specific conditions are essential for prequalification:

- (i) Earnest Money Deposit
- (ii) The agency must be a company/firm registered with the Income Tax and GST authorities as on 01/01/2018.
- (iii) Turnover of the agency for each of the last three financial years (2014-2015, 2015-2016, 2016-2017) must be of at least Rs. 2 Crores.
- (iv) Average turnover generated from services related to Online/Offline recruitment/admission examination in last three financial years (2014-2015, 2015-2016, 2016-2017) must be at least of Rs. 2 Crores.
- (v) Annual Accounts duly audited by Chartered Accountant must be furnished for last three financial years (2014-2015, 2015-2016, 2016-2017).
- (vi) The agency must have executed (successfully completed) at least 2 online/offline examinations in the last three years (i.e. after 1st January, 2015) or two online/offline examination in last one year (i.e. after 1<sup>st</sup> January, 2017) assessing at least 10,000 candidates in a single shift for any Department of Central Government/ State Government/ Autonomous bodies/ PSU /State or Central Universities.
- (vii) The agency must have contracted access to at least 5,000 nodes/terminals for online examinations in Uttar Pradesh i.e. bidder must have the capacity for conducting online/offline examination of 30000 candidates in a single shift in Uttar Pradesh.
- (viii) The agency must have executed at least one End to End Project of online /offline examination on Computer /OMR Based Entrance Test mode including online applications, online admit cards, confidential item creation, conduct of Computer /OMR Based Entrance Test and result of OMR/Computer Based Entrance Test for more than 15,000 (fifteen thousands) candidates in last three year (after 1<sup>st</sup> Jan, 2015) in the state of Uttar Pradesh.
- (ix) The agency must have in-house capability for database generation, handling and management.
- (x) The agency must have Quality Certifications ISO 9001/ISO 27001. Organizations having ISO20000, CMMilevel-3 or CMMi level-5 certification may be given preference.
- (xi) The source code of the software must be owned by the service provider.
- (xii) Proposals of Agencies blacklisted by the Central Government/State Government will be rejected.
- (xiii) The agency will provide a self certification along with technical bid as following:
  - (a) ***Certified that this company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India.***
  - (b) ***The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment***

**process of any Govt./Public sector agency/undertaking in fast five years.**

- (xiv) The agency must have at least 50 technically qualified/trained and experienced man power for conducting online recruitment examination. At least two technical employees have to be deployed at every test center. The agency must have capacity to deploy more skilled manpower if required.
- (xv) The agency must have the primary data center with secondary data center for data security. Preferably a cloud based architecture for highest possible uptime for its online registration (Non-Confidential) and online examination (Confidential) system. The data center must have Tier-III, CERT-in or ISO certification as per GOI guidelines. The agency must deploy Tier-III data centre with D R (Data Recovery) support.
- (xvi) The agency must have experience in successfully executing / supporting (From application management, Biometric and Photo Attendance Capturing during examinations, admit card management – (for Non-Confidential part) and examination conduct management, confidential matter handling, conduct of examination, and result generation for offline/online/hybrid recruitment/admission exam processes for candidates strength of more than 25000 candidates in Uttar Pradesh (for which the Results has been successfully declared).

**5. BID Evaluation Criteria**

- 5.1 The financial bid will be opened only of those bidder (s), who have declared technically qualified by the duly constituted Core Committee for Admission, 2018 in University of Allahabad. The short listed bidders may be asked to make a presentation before opening of the financial bid before the committee.
- 5.2 The evaluation of the agencies shall be done on the basis of the Quality and Cost Based Selection (QCBS) process. The Technical offer shall be given 60% weightage and the financial offer shall be given 40% weightage.
- 5.3 The criteria for the evaluation of the technical offer shall be as follows:

S.N.	Head	Details	Criteria	Marks allotted	Max. marks
1	Turnover	Average turnover in last 3 years from online recruitment/online examination business in India.	2 to 5 crores	1	5
			5 to 10 Cores	3	
			above 10 crores	5	
2	Online/Offline Experience	Recruitment or examination processes carried out in last 3 years for Central/State Government Bodies/Universities/PSU. (Where Total candidates were more than 5,000 and minimum 2,000 candidates were assessed in one shift)	2 to 3 Exam Process	3	10
			4 to 6 Exam Process	5	
			more than 6 Processes	10	

S.N.	Head	Details	Criteria	Marks allotted	Max. marks
3	Experience in conducting large exams (Offline & Online)	Experience in successfully Executing high volume hybrid examination (Offline and Online) in last 3 years in any one project	5,000 to 50,000 candidates	2	5
			More than 50,000 and upto 1 Lac candidates	3	
			Above 1 Lac candidates	5	
4	Experience in End to End Examination Handling in Uttar Pradesh	Experience in successfully executing/supporting End to End (from application management, admit card management, examination conduct management, confidential matter handling, conduct of examination and result generation) offline recruitment/admission exam processes for candidate strength of more than 30000 candidates in Uttar Pradesh (The Results has been successfully declared).	Upto 50000 candidates	2	5
			50000 to 2 Lac	3	
			More than 2 Lac	5	
5	Terminals/ Seats	Total Terminals/Seats in Uttar Pradesh with whom the agency has contract. (Contract copy to be attached as a proof)	2000 to 5000	2	5
			5,000 to 50,000	3	
			more than 50,000	5	
6	Data Center	Availability of secured data centre in India with DR (Data Recovery) support.	Primary Data centre Tier-3	3	5
			Primary Data Center more than Tier-3	5	
7	Quality Certifications	Quality certifications examination division of the agency	ISO-9001-2008	1	3
			ISO 20000	2	
			ISO 27001	3	
8	Quality Certifications	Quality certifications examination division of the agency	CMMi Level – 3	1	2
			CMMi Level-5	2	
9	Presence in UP State	The bidder has legal and valid registered presence in the state of Uttar Pradesh	If Yes	5	5
10	Man power	Dedicated manpower for examination process.	100 up to 500	3	5
			above 500	5	

S.N.	Head	Details	Criteria	Marks allotted	Max. marks
11	Experience in U.P.	Experience in conducting examination in Uttar Pradesh in last three years	Upto25000 candidates	5	10
			25000 to 50000 candidates	7	
			Above 50000 Candidates	10	
12	Communication Integration	Experience in integrating SMS Gateway and Email Gateway in single application	If yes	5	5
13	Confidentiality measures	The bidder shall have extensive experience in confidential printing work of Central, State Government bodies, Universities etc and shall required manpower, machines and process to handle such process – Marks awarded by the committee based on the presentation and facility inspection by the team, if required.	In house confidential printing facility	5	15
			Capacity related security measures for offline and online examinations	5	
			Inspection	5	
14	Presentation, Demonstration & Inspection	Presentation, Demonstration by the bidders for the approach and methodology of Exam Management before the authorised Committees.		20	20
		<b>Maximum Marks</b>			<b>100</b>

- Proof of each criteria mentioned above (1 to 14) has to be submitted along with bid,
  - Details of technical evaluation must be given in prescribed Proforma
- 5.4 The financial bid(s) of those bidders, who qualify in the technical evaluation with technical score of 50 or more as per evaluation criteria, will only be opened. The financial bids of the technically qualified bidders will only be evaluated.
- 5.5 The Commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

**Note:-** The acceptance of the quotation will rest with the competent authority of Allahabad University, who does not bind himself to accept the lowest quotation and reserves the right to reject, or partially accept any or all the quotation and received without assigning any reason, after due evaluation of the vendors capabilities and credentials to successfully conduct the work order.



### **Quality and Cost Based Selection (QCBS):**

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

$F_n = F_{min}/F_b * 100$  (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.

$F_{min}$  = Minimum absolute financial quote

$T_s$  = Technical Score

**Composite Score (S) =  $T_s * 0.6 + F_n * 0.4$**

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

### **6. Financial Bid**

The Financial bids of only the technically qualified bidder(s) will be opened subject to the following:-

- (i) The financial bid shall be submitted in the format indicated at **Annexure 10.**
- (ii) The bidders must quote their rates strictly as per Tender in separate envelopes.
- (iii) The rates and taxes, if any, must be stated for each item separately both in words and figures.
- (iv) The prices once accepted by University of Allahabad shall remain valid till the successful execution of the work order. University of Allahabad shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Taxes/Government levies/duties during the period of execution of the contract, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.
- (v) The university will evaluate the technical and financial bids separately and will decide to accept a vendor for the complete process to maintain the sanctity and integrity of the process. The university reserves the right to withdraw activities listed under any- of the annexure and treat them independently.
- (vi) Rates shall be applicable till the end of the admission process irrespective of the delay in any activity due to whatsoever reason.

7. The lowest rate will not be claimed as claim of taking the order.

8. The Bidders are required to personally visit the e-publishing portal (CPPP) of the Government of India as well as the website of the University of Allahabad for downloading the tender document and sending the technical and financial bids in two separate sealed envelopes against the present ATE to the Director Admission – 2018, Pravesh Bhawan, Chaitham Lines, Allahabad, U.P.-211002.

### **9. Late Bids**

Any bid **received by** University of Allahabad after the deadline for submission of bids prescribed by the University of Allahabad will be rejected.

### **10. VALIDITY**

Tenders submitted by tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of tender. The tenderers shall not be entitled during this period to revoke or cancel the tender or to vary the tender submitted in terms and conditions thereof.

## 11. REJECTION OF TENDER

- 11.1 Tender once submitted will remain with the University of Allahabad and will not be returned to the bidders.
- 11.2 University of Allahabad reserves the right to reject any or all the tenders in full or in part including lowest one without assigning any reasons what-so-ever, and the decision of the Competent Authority of University of Allahabad in this regard will be binding all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.
- 11.3 No Bidder shall contact University of Allahabad on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of University of Allahabad, it should be done in writing. Any effort by a Bidder to influence any University Officials in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

## 12. TERMINATION OF CONTRACT

Competent Authority reserves the right to terminate the contract or impose penalty as **deemed fit by the Director, Admission 2018**, on account of non-satisfactory services, non-compliance of set norms/orders, violation of any contract provisions by the Firm/Agency/Contractor as per MoU to be signed by both parties on award of contract. The decision of the Competent Authority shall **be final and binding** on the Firm/Agency/Contractor.

## 13. AWARD OF CONTRACT

- 13.1 The contract will be awarded to the technically accepted vendor whose Composite score is higher provided financial & contractual terms & conditions are being met by the vendor, who in the opinion of the Committee, is having the capacity and resources to execute the work.
- 13.2 Normally, there will not be any negotiation with vendor if rates quoted by them are found reasonable. However, the Core Committee reserves the right to negotiate with bidder having higher composite score and also reject bids wherein abnormally low rate, which are not workable financially, is quoted by vendor.
- 13.3 Prior to the expiry of the period of bids validity, The Director, Admissions-2018 will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.
- 13.4 Confidentiality will have to be maintained in all the University of Allahabad jobs.
- 13.5 Failure of the successful Bidder to comply with the requirement of signing of contract within stipulated period as decided by UNIVERSITY OF ALLAHABAD, shall constitute sufficient grounds for the annulment of the award in which event UNIVERSITY OF ALLAHABAD may make the award to the next evaluated bidder or call for new bids and forfeiture of the EMD.

## 14. PERFORMANCE SECURITY

- 14.1 The Bidder should furnish performance security to UNIVERSITY OF ALLAHABAD for Rs. 25 lakhs, which is estimated to be for 1 Lakh applicants, in the form of Bank guarantee from a commercial bank in given format at **Annexure-8B** or FDR/TDR pledged in favour of "**Finance Officer, University of Allahabad, Allahabad**" payable at Allahabad, valid up to one year from the date of implementation of the Contract.

14.2 The proceeds of the performance security shall be payable in favour of "Finance Officer, University of Allahabad, Allahabad" payable at Allahabad, to as compensation resulting from the Vendor's failures to complete its obligation under the contract.

14.3 The performance security deposit would be refunded after six months from the satisfactory completion of job and no interest would be paid. The date of completion for this purpose shall be the date of publishing the results of the last admission test for the session 2018-19.

## **15. CORRUPT OR FRAUDULENT PRACTICES**

15.1 **Bidders shall observe the highest standard of ethics during the execution of the contract for holding the Online/Offline Admission Test Related Activities for Admissions in Various Courses of the University of Allahabad for the Session 2018-2019.**

15.2 The Competent Authority/Core Committee will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

15.3 In case vendor does not meet the obligations of the Contract or does not provide the satisfactory service, the vendor may be black-listed.

## **16. MISCELLANEOUS**

16.1 It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors, which would have effect on the performance of the contract.

16.2 Any addendum/corrigendum to this Tender Enquiry will be notified on the University website [www.allduniv.ac.in](http://www.allduniv.ac.in). and CPPP portal.

## **17. PAYMENT CONDITIONS**

17.1 Payment will be made after completion of job after receiving bills in duplicate and on the certificate of the Director, Admissions-2018 for satisfactory execution of the jobs.

17.2 No advance payment will be made to selected vendor.

17.3 The Competent Authority reserves the right to make suitable deduction from the Bidder's bill, in case the quality of work is not satisfactory.

17.4 The selected vendors' response to every request/complaint will have to be attended within the reasonable time (max. of 03 days) and to the satisfaction of the Director, Admission 2018.

17.5 All payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and other taxes/deductions, if any, as per Government of India rules.

## **18. ARBITRATION**

Any dispute arising between the University and the Contractor/ Agency shall be resolved by an Arbitrator appointed by the Vice Chancellor of the University of Allahabad.

1. The firms/company's black listed at any stage need not to apply.
2. The Core Committee for Admissions, 2018 University of Allahabad reserves the right to reject or accept any tender without assigning any reason.
3. The Core Committee for Admissions, 2018 University of Allahabad reserves the

right to alter/modify any or all conditions of this tender document.

4. Each bidder should clearly specify that the bidder agrees to abide by the conditions of this tender document on their printed letter head indicating thereon GST No., Email, Telephone No. etc.
5. All pages of the tender document are to be signed and stamped by the bidder.
6. All disputes are subject to Jurisdiction of Allahabad.

**19. FORCE MAJEURE:**

Neither University of Allahabad nor the contractor shall be liable to each other for any delay in, or failure of their respective obligation under this agreement caused by occurrence beyond the control of University or contractor, as the case may be, including but not limited to fire including explosion, floods, power shortage, acts of God, hostility, acts of public enemy, wars, insurrections, riots, strikes, lock-outs, sabotages, any law, statute or ordinance order, actions or regulations, of the Government, local or other public authorities. Contractor will promptly by not later than 07 days of the commencement thereof notify the other in writing of such contingency and prove that such is beyond the control and affects the implementation of the contract adversely and materially.

**Certified that I/We agree to the contents of terms and conditions of the tender.**

Signature & Seal of the bidder

## SCHEDULE OF REQUIREMENTS AND SCOPE OF WORK

18. University of Allahabad invites bidders to participate in conducting "**Computer Based (Online) & OMR Based (Offline) Entrance Test Related Work for Admission in Various Courses of the University of Allahabad for the Session 2018-2019**" for admissions in various (UG/PG/D.Phil./Diploma etc) program. The candidates who apply for courses will have an option to opt either for Online Computer Based Entrance Test or Offline OMR Based Entrance Test (However university reserves the rights to conduct the exam in desired suitable mode depending upon various circumstances). The approximate number of applications in session 2018-2019 would be 1 Lac (approx.).

19. **The proposed/tentative schedule of receipt of online applications is as follows:**

SI No.	Activity	Date
1	Opening of online Registration	10-03-2018
2	Last date of Registration and submission of application	30-03-2018
3	Last date of submission of fee	31-03-2018

20. **Scope of Work**

### Part A:

The various stages of admission process for Pre/Post Exam are broadly as follows:

- a. Designing and hosting the Online Registration Portal (Website) with a guaranteed uptime of 99.99% for various admissions.
- b. Receipt of Applications in online mode and integration with bank(s) payment gateway as recognized by RBI and communicated by university for receipt of online payment.
- c. Technical Helpdesk (Tele support) and Email/SMS support throughout the entire project duration to solve the candidates queries related to registration & entrance examination.
- d. Provide an admin dashboard access to university of daily monitoring of the applications / payment status.
- e. Online query interface for the assistance of applicants and University.
- f. Generation and online uploading of Admit Cards. SMS /Email alerts for information from time to time on the registered mobiles of the applicants.
- g. Integrate mock link on registration website for candidates to familiarize with Computer Based Entrance Test.
- h. Biometric and webcam (digital photo) registration prior to the start of examination at exam venues for Online/Offline exam.
- i. Printing and distribution of physical hardcopy of attendance sheets at exam venue for capturing candidates, invigilator & center superintendent signature.
- j. Collection and Submission of the signed attendance sheet at university campus.
- k. Biometric and digital photo authentication of the candidates at the time of admission.
- l. Publishing the results on website, to be viewed by the applicants upon entering

- their login credential.
- m. Handing over the entire data in soft copy as well as hard copy in desired format for using the same during counseling, admission to a program/hostel/library and annual/semester examinations.
  - n. Other requirements, if arises, at any time on the instruction, of Director, Admission-2018.

**Part B :**

The various stages of admission process for Entrance Exam work for all candidates, who opt for **Online /Offline OMR Based entrance test**, are broadly as follows:

- a. Receipt of Applications data in softcopy from registration vendor (Part-A/ University and integrate/import in examination system.
- b. Design, Develop and Deploy the online examination system.
- c. Test Centers booking and its management for online (computer terminals)/offline (seats) exams.
- d. Sharing the venue details with registration vendor, through the University/Core Committee) for generation of admit cards.
- e. Deputing the requisite manpower for smooth administration of online/offline examination.
- f. Facility to upload the question bank for the online examination in the encrypted format, along with the question key.
- g. Designing, Printing and supply of OMR Answer Sheets.
- h. Preparation/Supply of Test content in four sets with backup arrangements.
- i. Conduct of Offline OMR based Entrance Test and Online Computer based Test having Objective Type Examination at various Test Centres.
- j. Examination Centre and the Charges payable will be decided by the University and management kits be supplied by agency.
- k. Printing and packing of the confidential material, along with OMR Answer Sheets, as per the standards stipulated by the University.
- l. Packing and delivery of the Confidential Material at the University at the designated date and time.
- m. Scanning of the OMR Answer Sheets and Data Processing (Evaluation and Result Generation) at the location decided by the University.
- n. Merging of the Online Examination and Offline Examination Data and preparation of the Merit List.
- o. Providing the entire data in the desired format to the university for its record and also for publishing the results online on the Registration Portal.
- p. Handing over the entire data in soft copy as well as hard copy in desired format for using the same during counseling, admission to a program/hostel/library and annual/semester examinations.
- q. Support University of Allahabad in addressing RTI queries by providing required data and man power till six months even after completion of task.

- r. Other requirement, if arises, at any time on the instruction of Director, Admission-2018.
- 20.1 The agency is required to submit its approach and methodology to execute the project clearly explaining how it intends to achieve the objectives and scope of the work and the University may ask to bidder(s) for demonstration.  
In view of the nature of the work, the university expects 100% error free processing of the admission process at all stages.
- 20.2 The agency shall enter into a Memorandum of Understanding with the university detailing scope of work, service level agreements, penalties, financials and other terms and conditions.
- 20.3 The agency shall deploy **a dedicated project manager and requisite skilled team (Number of team will be as decided by the Director, Admissions-2018)** for the project at Allahabad. Names, qualifications, experience of key team members need to be specified.
- 20.4 All information, data, reports, studies, object modules, executable, flow charts, diagrams of any nature whatsoever produced by, for, or as a result of, any of the Services, and all copies of the foregoing, shall be the sole and exclusive property of the university. The information or documents required, created and submitted in the development and implementation of this project in any and on all reports, CDs, DVDs, software screens, flowcharts, and diagrams shall be the exclusive copyright of the University of Allahabad. The aforementioned material/data related to admission shall be handed over to University after completion of admission process.
- 20.5 Confidentiality of the process shall be paramount and any lapse shall invite huge penalties and legal actions. The selected agency shall not disclose the fact that it is working for the university to third parties.
- 20.6 The selected agency would have to comply with the e-governance standards of Government of India <http://egovstandards.gov.in>
- 20.7 In case of any manipulation by the vendor, University will have the right to proceed against the vendor under the relevant provisions of Law.
- 20.8 The successful agency is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/Central Government relating to contract work and the University of Allahabad will not be responsible for any breach thereof.

Signature & Seal of the bidder

**PART- 'A'**

**ANNEXURE-I**

(Forming part of the technical bid)

**TECHNICAL BID FORM**

(To be submitted on the firm's letter head and signed by an authorized person.)

To

**The Director, Admissions-2018**

University of Allahabad

Allahabad-211002

**Ref.: Notice Inviting Tender/Bid No. UOA/2018/01/Admissions, Dated 06/02/2018.**

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the said for "**Online/Offline Admission Test Related Activities for Admissions in Various Courses of the University of Allahabad for the Session 2018-2019**".

We undertake, if our bid is accepted, to provide the said services in accordance with the schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to Rs. 25 lakhs for the due performance of the Contract, in the form as prescribed by the University of Allahabad, Allahabad. The bank guarantee will be valid upto one year beyond the implementation of contract.

We agree to abide by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

WE, \_\_\_\_\_ DECLARE

1. That we are equipped with adequate machinery and manpower for undertaking the said services for University of Allahabad.
2. That we hereby offer to give the Services at the prices and rates mentioned in the Financial Bid.
3. That we enclose herewith the complete Technical Bid as required by you.
4. We have carefully read and understood the terms and conditions of the bid/tender documents and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

**Or**



A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

**Or**

A company and the person signing the document is the constituted attorney.

***(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)***

1. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this,.....day of..... 2018

**Signature of Bidder**

Details of enclosures:

Full Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

COMPANY SEAL

**Annexure - 2**  
**(Forming part of the technical bid)**

**Profile of Firm**

1. Name of the Bidder :
2. Postal Address :
3. Address of the Office :  
(if original manufacturer)
4. Telephone/Mobile No. :
5. Owner/Authorized representative's name, :  
address and phone number
6. Year from which the bidder is in this business :
7. PAN Number :
8. Goods and Services Tax Identification Number (GSTIN):
9. Whether the bidder has been black listed by any :  
Government Organization.

**DECLARATION**

I \_\_\_\_\_ hereby certify that information given above are true to the best of my knowledge, and, in any case/time, it is found to be incorrect, I will be debarred by the University.

Dated:

**Signature & Seal of the bidder**

**TECHNICAL BID (FORMAT)**

Sl. No.	Specific conditions as essential for prequalification	Firm / Vendor Response (Yes/No)	If Yes, then supporting document enclosed at page no.
1	Earnest Money Deposit		
2	The agency (ii) The agency must be a company/firm registered with the Income Tax and GST authorities 01/01/2018.		
3	Turnover of the agency <b>for each</b> of the last three financial years (2014-15, 2015-16, 2016-17) must be of at least Rs. 2 Crores.		
4	Turnover generated from services related to Online/Offline recruitment/admission examination in last three financial years (2014-2015, 2015-2016, 2016-2017) must be at least of Rs. 2 Crores.		
5	Annual Accounts duly audited by Chartered Accountant must be furnished for last three financial years (2014-2015, 2015-2016, 2016-2017)		
6	The agency must have executed (successfully completed) at least 2 online/offline examinations in the last three years (i.e. after 1st January, 2015) or two online/offline examination in last one year (i.e. after 1st January, 2017) assessing at least 10,000 candidates in a single shift for any Department of Central Government/ State Government/ Autonomous bodies/ PSU /State or Central Universities.		
7	The agency must have contracted access to at least 5,000 nodes/terminals for online examinations in Uttar Pradesh i.e. bidder must have the capacity for conducting online/offline examination of 30000 candidates in a single shift in Uttar Pradesh.		
8	The agency must have executed at least one End to End Project of online /offline examination on Computer /OMR Based Entrance Test mode including online applications, online admit cards, confidential item creation, conduct of Computer /OMR Based Entrance Test and result of OMR/Computer Based Entrance Test for more than 15,000 (fifteen thousands) candidates in last three year (after 1st Jan, 2015) in the state of Uttar Pradesh.		
9	The agency must have in-house capability for database generation, handling and management.		
10	The agency must have Quality Certifications ISO 9001/ISO 27001. Organizations having ISO 20000, CMMi level-3 or CMMi level-5 certification may be given preference.		

11	The source code of the software must be owned by the service provider.		
12	Proposals of Agencies blacklisted by the Central Government/State Government will be rejected. The agency will provide a self certification along with technical bid as following:  (a) Certified that this Company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India.  (b) The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.		
13	The agency must have at least 50 technically qualified/trained and experienced manpower for conducting online recruitment examination. At least two technical employees have to be deployed at every test center. The agency must have capacity to deploy more skilled manpower if required.		
14	The agency must have the primary data center with secondary data center for data security. Preferably a cloud based architecture for highest possible uptime for its online registration (Non-Confidential) and online examination (Confidential) system. The data center must have Tier-III, CERT-in or ISO certification as per GOI guidelines. The agency must deploy Tier-III data centre with D R (Data Recovery) support.		
15	A Copy of the PAN Number of the firm or proprietor		
16	Copy of Income-Tax return certificates of last three years		
17	Copy of GST Registration		
18	Two Certificates for satisfactory completion of previous work		
19	Entire NIT (except price bid) duly signed & stamped by the bidder		
20	Any technical deviations/suggestion should be attached		

**Annexure-4**  
**(Forming part of the technical bid)**

**General Information**

Sl.No.	Details	2016-17	2015-16	2014-15
1	Overall turnover of agency (in Crores).			
2	Gross annual turnover from online/offline Examination works completed.(in Crores).			
3	Profit/Loss			

**Experience (Online Examination Process)**

Sl. No.	Details	2017-18	2016-17	2015-16	2014-15
1	No. of Recruitment or examination processes carried out in last 3 years for Central/State Government Bodies/Universities/PSU. (Where Total candidates were more than 5,000 and minimum 2,000 candidates were assessed in one shift)				
2	No. of Projects Experience in successfully Executing high volume hybrid examination (Offline and Online) in last 3 years in any one project for more than 5000 candidates				
3	No. of Project Experience in successfully executing/supporting End to End (from application management, admit card management, examination conduct management, confidential matter handling, conduct of examination and result generation) offline recruitment/admission exam processes for candidate strength of more than 30000 candidates in <b>Uttar Pradesh</b> (The Results has been successfully declared).				
4	No. of clients for whom agency has executed end to end offline/Online recruitment/admission exam process in Uttar Pradesh				

Continued ... Annexure-4  
(Forming part of the technical bid)

**Desired Information**

Sl. No.	Details	Bidder Response
1	Total No. of Computer Terminals in Uttar Pradesh with whom agency has contract for Online Examinations. Note: Give district wise/location wise details.	
2	Total No. of Seats in Uttar Pradesh with whom agency has contract for Offline Examination. Note: Give district wise/location wise details.	
3	Whether Data Center with DR Support is available or not? – Yes or No	
4	CERT-in security certificate available or not? – Yes or No	
5	Is Primary Data Center Tier-3 or more than Tier-3? – Yes or No	
6	Experience in integrating SMS Gateway and Email Gateway in single application? <b>Yes/No</b>	
7	Experience in integrating Online Payment Gateways for accepting the Registration Fee Online via NetBanking, Credit/Debit Cards? <b>Yes/No</b>	
8	<b>Does</b> the bidder have extensive experience in confidential printing work of Central, State Government bodies, Universities etc and <b>have</b> required manpower, machines and process to handle such process? – <b>Yes/No</b>	
9	Total No. of Technical personnel in the Agency	
10	Total No. of Administrative personnel in the Agency	
11	No. of Technical personnel to be deployed for the work	
12	No. of Administrative personnel to be deployed for the work	
13	Available Manpower	
14	Whether the agency has experience in using Biometric identification process in exams? <b>Yes/No</b>	

**Annexure - 5**  
**(Forming part of the technical bid)**

**CERTIFICATE**  
**(To be given by Bidder)**

"I/We certify that I/We have checked this received/downloaded bid documents with the bid documents available online at [www.alliduniv.ac.in](http://www.alliduniv.ac.in) and CPPP portal and there is no discrepancy/variation/printing mistake and it is further certified that no alteration/ modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that this application form along with other documents is as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of the Committee constituted for opening of Tender will be final and binding on me/us."

Place: \_\_\_\_\_

Signature of Bidder

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Company seal

**DECLARATION**

(To be executed by the Tenderer)

I/We..... Proprietor/Partner/  
Director ofM/s.....hereby declare:

1. That I/We or any of my/our partner(s) is/are neither currently working in University of Allahabad nor removed / dismissed from service of University of Allahabad.
2. That I/We or any of my / our partner's relatives (as defined in note below) are neither currently employed in any capacity nor removed / dismissed from services University of Allahabad.
3. That in case of change of partners or change in constitution of the firm, I/We shall abide by the conditions 1 and 2 above and shall bring any change to the knowledge of the Registrar, University of Allahabad immediately.
4. That I/We shall intimate the names of persons who are working with me / us at Allahabad in any capacity or are subsequently employed by me/us.
5. That I/We have not been debarred / black listed by any Central/State Govt. Departments/ Public Sector Undertakings / Autonomous agencies / organizations. Further I/We also confirm that the works awarded to us have been completed to the satisfaction of the awarding agencies, and that there had been no premature termination of contract for non-performance / delayed execution on my / our part.
6. That I/We am / are aware that any breach of the above condition would render me / us liable to be cancellation of existing contracts and forfeiting of my / our Earnest Money Deposit / Security deposit held by University of Allahabad.

Place:\_\_\_\_\_

Date:\_\_\_\_\_

(NAME OF THE TENDERER)  
(with signature and capacity in which He/She is signing)  
(Office Seal)

**Note:**

- (i) The term "relatives" means wife/husband/parents and grand-parents/children/grand children/brothers/sisters/Uncles/Aunts/cousins and their corresponding in-laws.
- (ii) If at any time, it transpires that the information given in the declaration is incorrect / wrong, the contract is liable to be terminated forthwith without assigning any reason, besides forfeiting the EMD/SD and liable for initiating action for debarring the firm from entering into further contracts.

Signature of Tenderer  
Company seal



**Annexure-7**  
**(Forming part of the technical bid)**

**Mandate Form**

**Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement (RTGS)**

**Facility for Receiving Payments**

**Details of Account Holder:**

1.	Firm/Contractor/Agency	
2.	Name of Accounts Holder	
3.	Complete Contact Address	
4.	Telephone Number / Fax / E-mail	

**Bank Accounts Details:**

1.	Name of the Bank viz. SBI/PNB	
2.	Branch Name with Complete Address	
3.	Telephone Number and E-mail of Bank Branch	
4.	Whether the Branch is computerized?	
5.	Whether the Branch is RTGS enabled? If yes, then what is the Branch's IFSC Code?	
6.	Is the Branch also NEFT enabled	
7.	Type of Bank Account (SB/Current/Cash Credit)	
8.	MICR Code of Bank	
9.	Complete Bank Account Number	
10.	Repeat Bank Account Number	

(NAME OF THE TENDERER)  
(with signature and capacity in which He/She is signing)  
(Office Seal)

**BID SECURITY FORM**

Whereas..... (hereinafter called "the Bidder") is submitting its bid for the services of .....(name and/or description of the services) (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..... (name of Purchaser) (hereinafter called "the Purchaser") in the sum of **5,00,000/- (Rupees Five Lakhs Only)** 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 .....

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:
- a) fails or refuses to execute the Contract Form if required; or
  - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

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 shall 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.

.....  
(Signature with Seal of the Bank)  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
(Name & Address of Bidder)

**PERFORMANCE SECURITY FORM**

To : \_\_\_\_\_ (Name of Purchaser)

WHEREAS \_\_\_\_\_ (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated..... to supply..... (Description of Goods and Services).

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the **sum** specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of .....

**Signature and Seal of Guarantors (Bank)**

.....  
.....  
.....  
Date .....  
Address .....  
.....

All correspondence with reference to this guarantee shall be made at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name & address of the Bidder)

**PART - 'B'**

**Annexure-9**  
**(Forming part of the financial bid)**

**FINANCIAL BID FORM**

To,  
**The Director, Admissions-2018**  
University of Allahabad  
Allahabad-211002

**Ref.: Notice Inviting Tender/Bid No. UOA/2018/01/Admissions, Dated 06/02/2018**

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for services as per the schedule of requirements & Scope of work and in conformity with the said bidding documents.

We hereby offer to supply the Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Financial Bid as required by you. This includes.

- (a) This Bid Letter
- (b) Price Schedule (Schedule to tender enquiry, quoting rates, duly signed & stamped) as marked herein under.
- (c) Statement of deviations from financial terms and conditions, if any.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

It is further Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

**Or**

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

**Or**

A company and the person signing the bid document is the constituted attorney.

*(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)*

We do hereby undertake, that, until formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Signature of Bidder

List of enclosures:

Full Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail : \_\_\_\_\_

Company Seal

**BID No. : Bid No. UOA/2018/O1/Admissions**  
**FINANCIAL BID (Format of Price Schedule)**

**Sub: " Offline/Online Exam Work in Various Courses of the University of Allahabad for the Session 2018-2019"**

**FINANCIAL BID FOR–ONLINE EXAMINATION**

S.N.	Description of Work	Quoted Price per Applicant in Indian Rupees (in Figure)	Quoted Price per Applicant in Indian Rupees (in words)
1.	As per Scope of work as defined in clause 20		
2.	Statutory taxes (GST), if any to be quoted separately with rate in percentage alongwith HSN(.....%)		

**FINANCIAL BID FOR – OFFLINE EXAMINATION**

S.N.	Description of Work	Quoted Price per Applicant in Indian Rupees (in Figure)	Quoted Price per Applicant in Indian Rupees (in words)
1.	As per Scope of work as defined in clause 20		
2.	Statutory taxes (GST), if any to be quoted separately with rate in percentage alongwith HSN (.....%)		

**Signature & Seal of the bidder**

**(To be executed between the Buyer and the Bidder to whom the work is awarded)**  
**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract (hereinafter called the Integrity Pact) is made on ..... day of the month of ..... 2018, between, on one hand....., Director, Admissions-2018, University of Allahabad (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....., Proprietor/Partner/Director/Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and includes, unless the context requires, his successors and permitted assigns) of the Second Part.

**WHEREAS as BUYER to procure** ("Offline/Online Exam Work (Confidential) in Various Courses of the University of Allahabad for the Session 2018-2019") and the BIDDER/Seller is willing to offered the services

and

WHEREAS 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 an Autonomous Body 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 services 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 of indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bridging 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:

**Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the 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, organisation third party related to be 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 the 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 be stalled.

### **Commitments of BIDDERS**

3. 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-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 3.1 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 in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 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 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.
  - 3.3 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.
  - 3.4 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.
  - 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice,



unfair means and illegal activities.

- 3.6 The BIDDER shall not use improperly, for purposes of competition of personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal 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.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 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 alternative, 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 filling of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions. Directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

- 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 of with any public Sector Enterprises 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 (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of Rs. Five Lakhs only (Rs. 5,00,000/-) as Earnest Money/Security Deposit, with the BUYER through any of the following instructions:
  - (i) Bank DD/FDR/TDR/BG or Pay Order in favour of **Finance Officer, University of Allahabad**
  - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working day without any demur whatsoever and without seeking any reasons whatsoever. The demand or payment by the BUYER shall be treated as conclusive proof of payment.
  - (iii) Any other mode or through any other instrument (to be specified in the RFP)

- 5.2 The Earnest Money/Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, if any, whichever is later.
- 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.

### **Sanction for Violations**

- 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 Landing 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 University of Allahabad 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 Credits 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 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 purpose of this Pact.

## **7. Fall Clause**

- 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 of PSU and if it is found at any stage that product/systems -or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU at lower price, then that very price, with due allowance of relapsed time, will be applicable to the present case and the difference in the cost would be refundable by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 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) accepted that the Monitor has the right 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 Monitors shall be under contractual obligation to treat the information and documentation 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 meeting 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 proposal for correcting problematic situations.

**9. Facilitation of Investigation**

Incase of any allegation of violation of any provisions of this Pact or payments or 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. Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**11. Other Legal Action**

This action stipulated in this Integrity Pact are without prejudice to any other legal that may follow in accordance with the provisions of the extent law in force relating to civil or criminal proceedings.

**12. Validity**

12.1 The validity of his Integrity Pact shall be form date of its signing and extend upto 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 month from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of his Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER BIDDER**

**Signature & Name of Director, Admissions-2018**

**Authorized Signatory**

**University of Allahabad, Allahabad**

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

\* Provision 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 supplier.