





# Tribal Research and Training Institute (TRTI), Pune

An Autonomous Institute of Govt. of Maharashtra under
Tribal Development Department

"Request for Proposal selection of agency for
conducting Computer-Based Entrance Examination
for the target group of TRTI, BARTI, SARTHI and
MAHAJYOTI in Maharashtra"

**Issued By** 

Commissioner
Tribal Research and Training Institute (TRTI)

28, Queens Garden, Camp, Pune–411001 Tel No.: 020 -26360941, 26362071

Email Id: <a href="mailto:trti.mah@nic.in">trti.mah@nic.in</a>

Website: https://trti.maharashtra.gov.in

Tender Notification No.: TRTI/2024/Training/Desk-04/2579

Dated-03/09/2024



# Tribal Research & Training Institute, Pune

Government of Maharashtra 28, Queen's Garden, Pune - 411 001 Tel - 020-26362772 Fax 020-2636 0026 Website-trti.maharashtra.gov.in



Date: 03/09/2024

email: trti-mah@nic.in

TRTI/2024/Training/Desk-04/2579

Request for Proposal (in Two Bid system - Technical Bid & Commercial Bid) are invited for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra. Interested bidder having adequate resources and experience can submit their Technical Bid & Commercial Bid online on website https://mahatenders.gov.in/

Name of the Service	No of Candidate per Year (Approx.)	Tender Fee (in Rs)	Earnest Money Deposit (EMD) (in Rs)
Request for Proposal selection of agency for conducting Computer- Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra	Approx. 2,62,344	Rs. 25,000/-	Rs. 5,00,000/-

- 1. Bidder Selection will be done on the basis of QCBS [Quality & Cost Based System (H1)].
- 2. Joint Venture, Consortium and sub-contracting is not permitted.
- 3. The Bid document available on website https://mahatenders.gov.in
- 4. The interested bidders will have to register and enroll on website https://mahatenders.gov.in/
- 5. The interested bidders will have to submit all the required documents by online submission only.
- 6. The **Tender fees of Rs. 25,000/-** is required to be deposited online.
- 7. The **EMD of Rs. 5,00,000/-** is required to be deposited online.
- 8. The detailed bid document is also available on TRTI website i.e. https://trti.maharashtra.gov.in
- 9. Interested bidders shall submit their bid on or before 24/09/2024, 17:00 hrs.
- 10. Right to reject any part of the bid or all the bids is reserved by Commissioner, TRTI, Pune.

#### **Notice:**

This document is the property of TRTI, Pune. It may not be copied, distributed or recorded on any medium, electronic or otherwise, without TRTI's written permission, even by the authorized personnel / company / agency for any purpose other than the purpose specified herein and it is strictly prohibited as it shall Amount to copyright violation and thus shall be punishable under the Indian Law.

Sd/-

(Dr. Rajendra Bharud, I.A.S.) Commissioner, TRTI, Pune

#### **DISCLAIMER**

- 1. With reference to Government Resolution dt. 30/10/2023 "ग्रासन निर्णय क्र.सा.न्या.वि.-२०२३/प्र.क्ष.६०(४)/ बांधकामे", a committee is formed under the Chairpersonship of Additional Chief Secretary (Finance) to bring uniformity in the various schemes of BARTI, SARTHI, MAHAJYOTI & TRTI. In a meeting of above committee dated 31st January 2024, a sub-committee is formed of the member consisting of DG-BARTI, MD-SARTHI, MD-MAHAJYOTI, MD-AMRUT, MD-MAMFDC, JOINT DIRECTOR-TRTI under the Chairpersonship of Commissioner, TRTI for implementation and monitoring of various Competitive Examination Coaching/Training programme of BARTI, SARTHI, MAHAJYOTI, MAMFDC, AMRUT and TRTI, Pune is nominated as a Nodal Organization for Empanelment of Coaching Institute and conducting entrance Examination of target group students of each institute. TRTI will not be responsible for any loss or damage whatsoever caused at present or in future.
- 2. The information contained in this Request for Proposal (RFP) document, or subsequently provided to bidders, whether verbally or in documentary form, by or on behalf of TRTI, or any of their employees or advisors, is provided to bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.
- 3. This RFP document is not an agreement and is not an offer or invitation by TRTI or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. This RFP document does not purport to contain all the information each Applicant may require.
- 4. Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. TRTI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 5. TRTI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with selection of Applicants for participation in the Bidding Process.
- 6. This RFP document may not be appropriate for all persons, and it is not possible for TRTI, their employees or advisors to consider the investment objectives, financial situation and particular needs of each entity/bidder who reads or uses this RFP document. Certain bidders may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. TRTI, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules

or regulations as to the accuracy, reliability or completeness of the RFP document.

- 7. TRTI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused / arising from reliance of any Applicant upon the statements contained in this RFP.
- 8. TRTI may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.
- 9. The issue of this RFP does not imply that TRTI is bound to select and shortlist Applications and reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by TRTI or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and TRTI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation for submission of the Application, regardless of the conduct or outcome of the Bidding Process.

# Section-A: Invitation for Request for Proposal (RFP)

With reference to Government Resolution dt. 30/10/2023 — "शासन निर्णय क्र.सा.न्या.वि.२०२३/प्र.क्र.६०(४)/बांधकामें', a committee is formed under the Chairpersonship of Additional Chief Secretary (Finance) to bring uniformity in the various schemes of BARTI, SARTHI, MAHAJYOTI AND TRTI. In a meeting of above committee dated 31st January 2024, a sub-committee is formed of the member consisting of DG-BARTI, MD-SARTHI, MD-MAHAJYOTI, MD-AMRUT, MD-MAMFDC, JOINT DIRECTOR-TRTI under the Chairpersonship of Commissioner, TRTI for implementation and monitoring of various Competitive Examination Coaching/Training programme of BARTI, SARTHI, MAHAJYOTI, MAMFDC, AMRUT and TRTI, Pune is nominated as a Nodal Organization for Empanelment of Coaching Institute and conducting entrance Examination of target group students of each institute.

Tribal Research and Training Institute, Pune (here in after referred to as **TRTI**), invites online Request for Proposal (RFP), in Two Bid system - (Technical Bid & Commercial Bid) from Registered bidder for conducting Computer-Based Entrance Examination for the target group of candidates of Mahatma Jyotiba Phule Research and Training Institute, Nagpur, (here in after referred to as **MAHAJYOTI**), Dr. Babasaheb Ambedkar Research & Training Institute, Pune (here in after referred to as **BARTI**), Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune (here in after referred to as **SARTHI**), Tribal Research and Training Institute, Pune (here in after referred to as **TRTI**), in Maharashtra.

Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

The complete bid document is available on the website https://mahatenders.gov.in/ and https://trti.maharashtra.gov.in/ for the purpose of downloading. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of online bid and online payment of tender fee and EMD.

To participate in online bidding process, Bidders must procure a Digital Signature Certificate as per Information Technology Act-2000 using which they can digitally sign and encrypt their electronic bids.

# **Section-2: Key Events & Dates**

#### 1. Key Events and Dates

Sr. No.	Event	Date & Time
1	Publish Date	03/09/2024, 17:00 PM
2	Document Download / Sale Start Date	03/09/2024, 17:00 PM
3	Bid Submission Start Date	03/09/2024, 17:00 PM
4	Clarification Start Date	03/09/2024, 17:00 PM
5	Clarification End Date	10/09/2024, 14:00 PM

Sr. No.	Event	Date & Time
6	Pre-Bid Meeting Date	10/09/2024, 16:00 PM
7	Bid Submission End Date	24/09/2024, 17.00 PM
8	Technical Bid Opening	25/09/2024, 17.00 PM
9	Commercial Bid Opening	To be intimated later

# 2. Other Important Information Related to Bid

Sr No	Item	Remark
1	Earnest Money Deposit (EMD) (To be paid online)	Rs 5,00,000/-
2	Tender Fee – (To be paid online)	Rs 25,000/- (Non-Refundable)
3	Bid Validity Period	One-hundred-and-twenty (120) days from the date of submission of Bid.

#### Section- B: Instructions to Bidders

This Request for Proposal is invited for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra.

#### **Glossary of Terms**

- a. Tribal Research and Training Institute TRTI
- b. The term 'Tender' and 'RFP' has same meant in the document

#### **Acronyms:**

- a. TRTI- Tribal Research and Training Institute
- b. RFP Request for Proposal
- c. SoW Scope of Work
- d. GC General Conditions
- e. SC Special Condition
- f. PBG- Performance Bank Guarantee
- g. GST Goods & Service Tax
- h. EMD Earnest Money Deposit
- i. SLA Service Level Agreement
- j. MAHAJYOTI Mahatma Jyotiba Phule Research and Training Institute, Nagpur
- k. BARTI Dr. Babasaheb Ambedkar Research & Training Institute, Pune
- l. SARTHI Chhatrapati Shahu Maharaj Research, Training and Human Development Institute, Pune
- m. CPETIMC Competitive Pre-Examination Training Implementation and Monitoring Committee
- n. QP Question Paper

# 1. Background of TRTI, Pune

Tribal Research and Training Institute, Pune (TRTI, Pune) is an Autonomous Institute of Tribal Development Department, Government of Maharashtra Registered under Bombay Public Trust Act, 1950. The Tribal Research & Training Institute (TRTI) was established in May, 1962

to undertake research studies on various aspects of tribal and to assess the impact of developmental programs/ schemes on the life of the tribal people.

# The main objectives of the institute

- ✓ To conduct basic as well as applied research on tribal related issues.
- ✓ To take up evaluation of various schemes aimed at Tribal development and welfare as well as tribal youth.
- ✓ To impart relevant training to different levels of personnel in the tribal department.
- ✓ To provide competence building opportunities to the Tribal.
- ✓ To develop and maintain knowledge base related to the tribes and Tribal development.
- ✓ To preserve and propagate the culture, heritage and traditions of Tribes.
- ✓ To disseminate information about the Tribes and their indigenous knowledge and skills.

The Institute is an Autonomous body which also conducts Youth Leadership Training Programme for tribal youths in Tribal Sub Plan Areas all over the State. It also has a Tribal Cultural Museum consisting of 5 galleries of various tribal art, art crafts etc. It has a well-equipped library cum study hall consisting of books on various subjects like Anthropology, Sociology, Economics, Law, Computer Science, general Encyclopedia etc. The library cum study hall has books required for competitive examinations also and subscribes to periodicals relevant in the areas of tribal development. In all there are about 20,000 books available in the library cum study hall

# 2. Background of Mahatma Jyotiba Phule Research & Training Institute (MAHAJYOTI), Nagpur

The great men sacrificed their lives for the creation of a modern Indian society in Samata dhishti. Mahatma Jyotiba Phule was the forerunner of this social revolution. He fought for social revolution from his own home to establish a modern society based on the trinity of equality, justice and brotherhood.

The Government of Maharashtra has taken a vow to fulfil the dream of Mahatma Jyotiba Phule of modern society. For this, an Autonomous organization "Mahatma Jyotiba Phule Research and Training Institute" (MAHAJYOTI) was established on 8th August 2019 for the all-round sustainable development of the weaker sections of other backward classes, deprived castes and nomadic tribes and special backward classes.

#### The main objectives of the institute

- ✓ Agricultural research, assessment, skills development training and employment capacity building.
- ✓ Establishment and development of industrial units including self-employment, entrepreneurship, agro-industrial units.
- ✓ Establishment of data banks, libraries (development and maintenance), conducting various surveys.
- ✓ Agricultural and Cooperative Research, Guidance and Counselling Centre for students, scholars, entrepreneurs, farmers and disadvantaged sections of women.
- ✓ Coaching for various competitive exams, training for career development, etc.
- ✓ Knowledge, study and coordination circles in various fields.

- ✓ Initiatives to improve the social, educational and economic conditions of the target groups.
- ✓ Academic Scholarships, Fellowships, etc. Achieving goals through organizations and grants

# 3. Background of Dr. Babasaheb Ambedkar Research & Training Institute, Pune (BARTI)

To realize the vision of the architect of the Constitution of India, Dr. Babasaheb Ambedkar to achieve the objectives enshrined in the Constitution of India viz. Justice, Liberty, Equality, Fraternity among the peoples of our nation; To uplift the disadvantaged sections of the society, from the vortex of blind faith, superstition, communal hatred, caste bias, To obliterate disparity based on sects or gender and develop brotherhood, Scientific temperament and Communal harmony, the Government of Maharashtra in Cultural Affairs, Sports & Tourism Department, vide No. UTA, 1078 / D-XXV dated 22nd December, 1978 established "Dr. Babasaheb Ambedkar Samata Vichar Peeth". This Samta Peeth started functioning on 12th March 1979 from the premises of Mahatma Phule Backward Classes Development Corporation Ltd, Mumbai. By Govt. order, Dr. Babasaheb Ambedkar Samata Vichar Peeth was relocated to Pune at the present address-28, Queens Garden, Pune, on 11th February 1987. The said organization, subsequently, became Autonomous, under its present name- Dr. Babasaheb Ambedkar Research & Training Institute (BARTI), Pune, the Department of Social Justice and Special Assistance, Govt. of Maharashtra in the year 2008. This Institute is committed to the cause of equality and social justice through scientific research, evaluation of schemes meant for socially disadvantaged sections, policy advocacy, training, skills development etc. Vide Govt. of Maharashtra, Social Justice and Special Assistance Department Resolution No. AaPraSa-2005/ Case No. 383/ MAVAKA dated 30.4.2008, approval has been granted for registration under the Indian Society Registration Act, 1860 and Indian Public Trusts Act, 1950 to Dr. Babasaheb Ambedkar Research & Training Institute, Pune, and thus, the name of the society came to be known as Dr. Babasaheb Ambedkar Research & Training Institute, (BARTI), Pune, having its registered office at 28, Queens Garden, Near Old Circuit House, Pune - 411 001.

#### The main objectives of the institute

- ✓ To provide an opportunity for SC youths from Maharashtra in various sectors, to work or to start their own micro enterprises with great results and building success stories.
- ✓ To train the under privileged, unemployed, unskilled, semi-skilled trainee from the SC community and to make them skilled and employable.
- ✓ To develop & maintain Samata Vichar in society & do research in various spheres of "Equity & Social Justice"
- ✓ Implementation of different schemes, projects and activities for furthering the ideology and to spread the thoughts of Dr. Babasaheb Ambedkar.
- ✓ Facilitate hassle-free arrangement to provide Caste Validity certificate through online Caste Certificate Verification Information System for citizen of Maharashtra state.
- ✓ To do Scanning, Digitization, Indexing, Archiving & Searching of Caste Validity certificates with their supporting documents for old caste validity cases
- ✓ To promote in all areas concerned to Social Justice, Equity, and help the Government to formulate and modify the schemes and policies
- ✓ To improve brotherhood amongst the various sections of society & establish nation hood integration
- ✓ To undertake & provide for the publication of books, journals, periodicals & research papers in furtherance of the avowed object.

- ✓ To conduct Interdepartmental trainings
- ✓ To spread the good thoughts & social message from the cultural activities
- ✓ To spread awareness about government policies & acts to SC community by conducting various program
- ✓ To compile authentic data for the development of SC's through research and to promote research through fellowship, collaboration, conferences, seminars and workshops.
- ✓ To appeal to collect funds for social activities

# 4. Background of SARTHI

Chhatrapati Shahu Maharaj Research, Training and Human Development Institute (SARTHI), Pune is an Autonomous Institute of Government of Maharashtra under Planning Department. Chhatrapati Shahu Maharaj Research Training and Human Development Institute (SARTHI), Pune is registered under Company Act, 2013 under Section 8 as Non-Profit government company for research, policy advocacy, training etc. for socio-economic and educational development of Maratha, Kunbi, Maratha-Kunbi and Kunbi-Maratha community in Maharashtra State.

#### 5. Purpose -

TRTI, Pune invited Online Request for Proposal (RFP) from eligible & qualified agencies (in two bid system - Technical Bid & Commercial Bid) for conducting Computer-Based Entrance Examination as detailed out in the scope of work for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra. Bidder must have proven track record and experience, for conducting Computer-Based Entrance Examination. Computer-Based Entrance Examination is to be conducted of the candidates to be sponsored by TRTI, MAHAJYOTI, BARTI and SARTHI. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP document.

TRTI desires to shortlist agency who have requisite experience and qualification to conduct Computer Based Examination as and when required by agencies under State Government. Detailed scope of work is mentioned in this RFP document. This invitation to bid is open to all bidders meeting the minimum eligibility criteria as mentioned in this RFP document.

# 6. Scope of Work -

#### 6.1 Conduct of Exam

The following activities would be carried out by the selected agency who would be responsible for the smooth and uninterrupted conduct of the test using computers.

- 1.The agency will have to conduct Computer Based Test /Examination as per the dates finalized by the TRTI.
- 2.The agency will have to ensure that Venues hired for the conduct of Examination/CBT should be for two days i.e. for the day of arrangement and for the day of conduct of Examination/CBT.
- 3. However, on the arrangement day the agency will have to make arrangement for a slot of three hours between 8:00 A.M. to 6:00 P.M. for conducting Mock Test as per the requirement

of the TRTI.

- 4.One-month lead time will be given to the agency for conduct of Exam after TRTI decides to conduct the Exam. However, agency must be prepared enough to take up the activities within 15 days of notification by the TRTI or user agency.
- 5. To manage the examination process through intranet-based solution at each exam center.
- 6.To arrange/provide requisite display card for providing required instructions/ information to the candidates appearing for exam at exam centers.
- 7. The display must include how many candidates are sitting in a particular lab and location.
- 8.Ensuring foolproof data security, data transfer and physical security inside Test/Exam venues. The right to update data or access to data base server should not be available with Site Supervisor.
- 9.Ensuring complete UPS facility with automated and failsafe complete back up at each venue.
- 10. Providing air conditioning facility in the server room and adequate ventilation facility in all the labs.
- 11.Providing Internet facility such as lease line/Broadband/data card from at least two different service providers.
- 12.Installing failsafe and secured LAN which should be isolated from any other computer in the vicinity at each venue with adequate backup of LAN equipment and resources.
- 13. Providing Backup Server in cluster mode/ hot swappable mode at each location with all software loaded and kept ready for use in case of such requirement.
- 14.Ensuring complete and comprehensive mock drill to be carried out one day before the exam in the presence of TRTI's representative(s) and
- providing successful test certificate to the effect that complete hardware and software including LAN connectivity is working without any technical glitches and bugs and all the backup facilities including ACs/Fans/Coolers, Power backups, etc are in place.
- 15.Ensuring that the keyboard and other hardware available to the candidate during the test such as Ports, CD/DVD etc have been disabled except for the hardware required for marking the responses.
- 16.Ensuring that all the terminals and the Servers including backups would be Virus free/properly secured and certificate to this effect to be provided before start of the Test.
- 17. The terminal No. at which the candidate is to take the Test/test must be allotted at random at the time of Registration only.
- 18. To securely install and implement question paper under secure environment.
- 19. Ensuring storing the transfer of sensitive data through encrypted mode under adequate

password protection. Such data shall be handled only by the authorized officer specially authorized by the TRTI.

20.Transfer of sensitive data to be carried out strictly as per the time schedule to be decided by the TRTI. The tentative timeline are as follows.

- i. Sending of QP from user department to SIP Cloud 60 Mins before exam
- ii. Distribution of QP from SIP Cloud to exam venue- 30 Mins before exam
- iii. Distribution of QP to All Servers- 15 Mins before exam
- iv. Provide QP access to candidates at time of exam
- v. Submission of candidate response to cloud immediately after closing of exam

21. The Agency would be fully responsible for the Supervision, Invigilation and technical operation of the conduct of the CBT / exam at each location as per guidelines of the TRTI. However, the TRTI would depute their representatives at each location to oversee and to monitor the smooth and fair conduct of the TEST.

22. Providing Invigilators, Technical staff, Supervisors and other staff as per the following requirement of the TRTI:

- I. Invigilator-Two for 100 candidates (Minimum 2 per room)
- II. Site Supervisor-Minimum 1 Per center
- III. IT Manager Minimum 1 per center
- IV. Technical Support Staff-Minimum 1 per 100 candidates
- V. Electrician-Minimum 1 per center
- VI. Security Guard- Minimum 1 per 100 candidates

23. All personnel associated with Computer based Test/ Exam will have to certify that none of their near relation is appearing in the above-mentioned Test at the appropriate time in the format prescribed by the TRTI.

24. For checking impersonation, the agency will have to provide candidates personal details such as Roll No. & Name including photo on the screen of the terminal during the exam period.

25. The agency will have to make arrangement for continuous monitoring and recording of candidate's activities at each venue by installing adequate number of CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the TRTI after the conclusion of CBT / exam. CCTV must cover all rooms, entrance, exits, registration & frisking. CCTV footages must be submitted in a single HDD with proper file naming structure.

26.The agency will have to make arrangement at TRTI control room for monitoring and supervising Exam activities of all the venues on monitoring console.

27.Agency will be responsible for making arrangements for Physically handicapped (Orthopedically handicapped, visually impaired or dhearing impaired) candidates as per the requirements of the TRTI on the centres wherever required. The details of centres where this facility is required will be informed to agency well in advance. However, the firm has to indicate at least one PH friendly venue at each centre with following facilities:

- a) Providing venues for PH candidates at each centre with disabled friendly environment preferable on ground floor.
- b) Well connected and easily accessible from all parts of city.
- c)Accessible facilities i.e. hand rails, ramps with low floor stairs.
- d)Appropriate signages
- e) Available clean toilets
- f) Wheel chair facility

28.To maintain audit trail of all activities of all candidates during the course of examination and providing the same in the readable form to the TRTI within 7 days after conclusion of exam.

- 29. Various Critical Stages for CBT/Test
  - i. Providing final list of Venues by the vendor for conducting ONLINE computer Based Test to TRTI based on Centre-wise List.
  - ii. Providing process manual of the respective Exam and Demo test file for the Exam to be conducted, by the vendor.
  - iii. Exam Data transferred after conclusion of Exam in the required format by the vendor.
- 30. Agency will be responsible for capturing, successfully, Biometric fingerprints and the photographs of the candidates reporting to the Venue of the Test/ Exam within the stipulated time allotted for the purpose. The Biometric Information captured will have to be shared with the TRTI and also verified by the Agency at the time of Interview at the TRTI's office.
- 31. Photo/signature image will be displayed on screen of each candidate at the terminal during the exam period.
- 32. Question paper with Bilingual (English and Marathi) display on screen as per requirement of TRTI.
- 33. Agency will be responsible for collating complete Response Data and the Attendance Data in a secured and encrypted manner in their Data Centre which will be shared with the TRTI immediately after conclusion of the Test/Exam as per the requirement/Format of the TRTI.

- 34. Agency should furnish mechanism/features in the System being offered (within their quoted rates) for preventing malpractices/cheating during the examination. This may be elaborated in their technical bid.
- 35. Summary report after conclusion of each exam has to be provided to candidates through e-mail as and when advised by TRTI in the approved format as and when required.
- 36. The Agency will be responsible for arranging the equipment in perfect working condition and will have to post adequate number of trained personnel for the day of Test/Examination as mutually agreed upon.
- 37. Instructions to the candidates should be made available to the candidates during the exam at the click of mouse.
- 38. All software for question paper authoring, Computer-Based Entrance Examination etc must be owned by the agency or should have licensed copy which should be in use at least for the last 3 years with third party security compliance. The agency should be able to make changes in any of the modules of all the software to meet the requirement of TRTI w.r.t Scope of Work

# 6.2 Question Bank and dispatch of Question Papers

All activities relating to Question Bank and dispatch of Question Papers would be carried out by the TRTI. The Agency would be involved only at the appropriate time as detailed below:

- 1. The agency shall ensure the complete security of processes, infrastructure, servers, networks, VPN connections, etc as per the plan drawn in consultation with the TRTI.
- 2. The agency will have to adhere to the Standard Operating Procedure (SOP) laid down by the TRTI for all Pre and Post exam activities.
- 3. The agency will provide a question paper authoring tool which will ensure end to end security of the question paper with 256-bit encryption.
- 4. The user department may prepare the question paper using the question authoring tool of its own or may ask the agency for setting up of the question paper for Computer-Based Entrance Examination.
- 5. The Agency would be responsible for providing requisite user-friendly software and methodology along with the format of Question Paper. This software will have to be installed by the Agency in the secured computer system/Server which will be kept secured in the TRTIs office. Due training, if required will also be have to be provided by the Agency along with dummy drill for handling question paper. This would be completed well before setting up the question paper by the TRTI.
- 6. The software should have facility to shuffle the Questions as well as Answer options in the Question Paper presented to the candidate so that no two candidates should have same set of question paper.
- 7. The modalities of transferring the Q-Pack and dissemination to the candidates will be done by the selected agency as per the procedures specified by the TRTI.
- 8. The agency will provide DEMO file (Mock test) for relevant CBRT / Exam in bilingual mode or English, as the case may be, within the prescribed date by TRTI before conducting each RT/ exam for uploading on web-site. The mock test should

- be on the template of the RT/exam to be conducted and in line with the requirement of the TRTI.
- 9. The agency will provide detailed process Manual for relevant CBT/Exam within 15 days before date of Exam for the use of Inspecting officers.
- 10. The agency should be having full rights on the Source Code of the software of Test Engine. They should be capable of changing the software as per the requirement of the TRTI. If there is any change in the version of software the same will be intimated to the TRTI by the Agency or in case of any change required by the TRTI the same should be upgraded/implemented only after approval from the TRTI. After approval only the upgraded version is to be used from next Exam.
- 11. The agency must upload question papers in the Central Exam server before 60 mins of the examination. Centers will be provided the question before 30 minutes of the examination and 15 mins before to all the sub-servers and at the time of commencement of exam to each candidate's node.
- 12. QP authoring, validating & mock viewing and the online transmission simulation must be done offline in TRTI's premise. Under no circumstances, the digital QP should be transmitted before 60 mins of conduct of examination, outside the premise of the TRTI.
- 13. For foolproof flaw less QP rendering, offline simulation is to be done before Controller of Examination. The simulation involves QP uploading to cloud, QP from cloud to exam venue server and candidate rendering
- 14. The simulation must be done 2 days prior to the examination, on any day fixed by the TRTI
- 15. The involved hardware like laptop, Pen drive etc are to be kept in the TRTI's custody until exam is over

#### **6.3 Post Examination Processing:**

- 1. Immediately after test is concluded, the Agency would make arrangements to transfer the complete data along with proper 'LOG FILES' (in the readable format) to the TRTI or any other Central Data Center as identified by TRTI in the encrypted form under totally secured environment.
- The Agency would then prepare Reports as desired and mutually decided by the TRTI. The Raw scoring will have to be carried out by the Agency based on the Answer Keys which will be provided by the TRTI after the conclusion of the Test.
- 3. The complete Data as mentioned above along with reports would be transferred to the TRTI by the Agency under the secured mode on the same day.
- 4. The Agency will also transfer the Registration details including List of Present appeared candidates to the TRTI within 2 days after conclusion of Test.
- 5. The TRTI would be responsible for the further Post Exam processing towards the declaration of the result etc.
- 6. The agency shall provide software/ facility for e-mailing of exam paper along with attempted responses to each candidate, if required.
- 7. The Agency will have to resolve any discrepancy noticed by the TRTI while processing of the result on immediate basis.

- 8. The agency will also have to provide documented inputs with relevant data and support to handle RTI, etc to the TRTI after each test/exam conducted by the Agency.
- 9. The agency shall have to carry/demonstrate complete system test run with test data to the TRTI before implementation.
- 10. The agency 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.
- 11. Submission of candidate response to cloud immediately after closing of exam

# 6.4 Biometric fingerprint & webcam registration

- 1. The agency must ensure accurate Registration of each candidate reported for the test well before start of the Test/Exam as decided by the TRTI.
- 2. At the time of Registration, candidate's photograph taken on the web-cam to be checked with the photograph brought by the candidate and his Biometric fingerprint to be captured and stored for future use by the TRTI.
- 3. The Biometric Information captured will have to be shared with the TRTI and also verified by the Agency at the time of Interview at the TRTI's office.

#### 6.5 HHMD Frisking of candidates

- 1. The agency shall ensure availability of proper security/ frisking at the examination centers.
- 2. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates.
- 3. Frisking must be done by hand held metal detectors (HHMD).

#### **6.6 CCTV Recording**

- 1. The agency will have to make arrangement for continuous monitoring and recording of candidates' activities at each venue by installing adequate number of CCTV so as to cover all the candidates in the lab for recording full duration of the test / exam. The Agency will have to provide all recordings to the TRTI with proper directory structure after the conclusion of RT / exam in a HDD. The cost of the HDD to be borne by the Service Provider
- 2. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally
- 3. CCTV camera should record Exam Center activities from 2 Hours before to 30 Minutes Hours after the examination. The bidder will be required to handover the CCTV camera feeds to the TRTI for all the Computer Based Exam within 20 days after the examination after its proper sealing.

#### 6.7 Miscellaneous

- 1. The agency must prepare the seating chart and display the same in appropriate location of the exam centre.
- 2. The agency must ensure availability of DG set at exam centre location to provide uninterrupted power supply in case of any power failure.

- 3. The agency must send report along with snaps from the exam centres to the specified email of the TRTI.
- 4. The TRTI may engage third party auditors for verification of the exam centres. In such case, the agency must extend its full support for successful completion of auditing.
- 5. The agency must arrange cloak room for keeping valuable belongings such bags, vanity, purse, calculator, mobile phones etc. of the candidates
- 6. The agency must ensure 10% buffer nodes, keyboards, mouse etc in each lab to meet any device malfunction exigency.
- 7. The agency must ensure sufficient number of registration desk for registration of the candidates in exam conduct date. Ideally, one registration desk/kiosk must be set up in each 50 candidates.
- 8. The agency must provide physical signing attendance sheet by candidates to the user department.
- 9. The agency must provide module for downloading of Response Sheet in PDF format by the candidate in individual login-based system. The response sheet to contain Question, all the options and chosen option (Roll, DOB)
- 10. The Response Sheet of all candidates in above format must be provided by the agency in HDD to the TRTI within 7 days of completion of exam (link to be shared to TRTI)

**6.8 Minimum Hardware Specification** 

	Desktop			
Sr No Item Description		Description		
1	Screen Size	15 inch or above monitor		
2	2 Screen resolution 1024 x 768			
3	Operating System Windows OS with appropriate service packs			
4	4 Browser Must support above OS			
5	Keyboard	yboard Normal keyboard without multimedia keys		
6	Mouse	Optical Mouse		

	Server			
Sr No	Item	Description		
1	Processor	CPU		
2	RAM	8 GB or Higher		
3	Screen Resolution	1920 X 1080 or Higher		
4	Operating System	Compatible for candidates' systems as clients, must meet the performance criteria		
5	Performance Criteria	must meet the performance criteria  Must support at least 100 machines 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 one second. All responses are to be acted upon in real time.	
6	Server Response Time	Less than 1 Sec	

#### 1. Bid Process:

The Bidder has to submit a Bid online in two online envelope/packet system containing Technical Bid & commercial Bid for "Request for Proposal selection of agency for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra".

# 2. Tender Fee (Non-Refundable)

The bidders are requested to deposit the Tender fee of **Rs.25,000/-** online through Internet Banking. Proof of the same should be attached with the Technical Bid. It is to be noted that the Tender Fee is non- refundable, however, tender fee will be refunded in case of cancellation of overall tender process by TRTI, Pune.

### 3. Earnest Money Deposit

The Earnest Money Deposit (EMD) of **Rs 5,00,000**/-is required to be deposited online through / Net Banking. Proof of the same should be attached with the Technical Bid.

- a) No interest will be payable to the bidder on the Amount of the EMD.
- b) The EMD shall be denominated in Indian Rupees only
- c) Bids submitted without adequate EMD will be liable for rejection.
- d) EMD of unsuccessful bidders will be refunded after completion of Bid process.
- e) EMD of successful bidders will be returned after successful completion of contract.
- f) EMD shall be non-transferable.
- g) The EMD may be forfeited:
  - i. If a Bidder withdraws his bid or revises/ increases agreed prices during the period of bid validity or its extended period, if any.
  - ii. If successful bidder fails to sign the Contract within time specified by TRTI, PUNE.
  - iii. If during the bid process, a bidder indulges in deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TRTI, PUNE regarding forfeiture of the EMD shall be final and binding upon bidders.

#### 4. Transfer of Bid

The Bid / RFP Document is not transferable. The bidder who downloads the Bid document and submits the Bid shall be the same. <u>All documents submitted by bidders in the technical envelop must be in the same name in which the bid is submitted</u>.

#### 5. Consortium, Joint Ventures and Sub-Contracting

Bids of joint venture / consortium / subcontracting will not be accepted.

# 6. Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - a. Include all documentation specified in this RFP;
  - b. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
  - c. Comply with all requirements as set out within this RFP;
- c) The Tender Document may not contain all the information as Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The TRTI, its employees and other associated organization accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- d) The TRTI, its employees and other associated organization make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account
- e) Bidders are advised to study all instructions, forms, Annexures, terms, requirements and other information in the Bid documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications.
- f) The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document will be at the Bidder's risk and may result in rejection of their Proposal.

# Place of opening of RFP

The RFP will be opened online in the Office of Tribal Research and Training Institute, Pune, 28, Queen's Garden, Near Old Circuit House, Pune-411001, Maharashtra on the scheduled dates.

# 8. Bid Preparation Costs

The bidder shall submit the bid at their own cost and TRTI, PUNE or any associated organization shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over TRTI, Pune and TRTI, Pune shall be at liberty to cancel or modify any or all bid without giving any reason thereof. The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

#### 9. Amendment of RFP Document

- a. If the Chairperson, Competitive Pre-Examination Training Implementation and Monitoring Committee (CPETIMC) deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP it may issue supplements / corrigendum to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.
- b. All the amendments made in the document would be published on the website of Government of Maharashtra https://mahatenders.gov.in/ and or also on TRTI, PUNE website https://trti.maharashtra.gov.in and shall be part of the RFP document.
- c. The bidders are advised to visit the mentioned website on regular basis for checking latest updates of this RFP document. TRTI, PUNE also reserves the rights to amend the dates mentioned in this RFP for successful bid process.

# 10. Pre- Bid Meeting

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope of work, Service levels, Specifications, and Schedules of this RFP. If the Bidder has any doubt as to the meaning of any part of these conditions or of the specifications, the Bidder shall submit the queries in given format and participate in the pre-bid meeting as per the schedule specified in this RFP. The purpose of the meeting is to provide Bidders with any clarifications regarding the RFP. It will also provide each Bidder with an opportunity to seek clarifications regarding any aspect of the RFP.

TRTI shall hold a pre-bid meeting with the prospective bidders on <u>10/09/2024 at 16:00</u> <u>PM</u> in physical mode at the Office of Tribal Research and Training Institute, Pune, 28 Queens Garden, Near Old Circuit House, Pune, Maharashtra, 411001. The representatives of Bidders (restricted to three persons) may attend the Pre- bid meeting. The queries should necessarily be submitted in the format as mentioned in annexure ONLY. TRTI shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by TRTI.

# 11. Responses to Pre-Bid Queries and Issue of Corrigendum

The Nodal Officer notified by the TRTI will endeavor to provide timely response to all queries. However, TRTI neither makes representation or warranty as to the completeness or accuracy of any response made in good faith, nor does TRTI undertake to answer all the queries that have been posed by the bidders.

At any time prior to the last date for receipt of bids, TRTI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

The Corrigendum (if any) & clarifications to the queries from all bidders will be posted after the pre bid meeting .

Any such corrigendum shall be deemed to be incorporated into this RFP.

In order to provide prospective Bidders reasonable time for taking the corrigendum into account, TRTI may, at its discretion, extend the last date for the receipt of Proposals (if any).

# 12. TRTI, PUNE's right to terminate the process

TRTI, PUNE may terminate the RFP process at any time and without assigning any reason and tender fees paid will be refunded. TRTI, PUNE shall not be held responsible for any cost incurred by the bidder in bid preparation. TRTI, PUNE reserves the right to amend/edit/add delete any clause of this Bid Document. However, this will be informed to all and will become part of the bid.

# 13. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are originally in Marathi or Hindi language than that will be accepted as it is. However, the language of any printed literature furnished by Bidder in connection with its bid are written in any other language than the notarized translation of the same should be submitted along with bid in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

#### **Communications**

- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall Amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.

#### 14. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this bid document. Bids with deviation from this format are liable for rejection.

# 15. Submission of Bids

The bidder should submit the Bid online, which shall comprise of the following two online envelope/packet (Two envelope system shall be followed for the bid).

- 1. Bidder needs to submit the bids in electronic mode only, hence the date & time of submission of bids will be in sync with the date & time of the server of the portal. Bidder need to plan well in advance to submit the bids in due time.
- 2. The bids submitted physically or by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 3. TRTI shall not be responsible for non-submission/delay in submission of bids due to any technical glitches in the portal. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (If any) in the help desk for resolution, so as to avoid last minute rush.
- 4. TRTI reserves the right to modify and amend any of the above-stipulated condition / criterion depending upon project priorities vis-à-vis urgent commitments.

#### 16. Technical Bid

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. The Technical Bid should consist of all details as per Annexure- I.

# a) Pre-qualification Requirements of the organization is as under:

Sr. NO.	Items	Requirements	Compliances
1.	Legal Entity	Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008 and must have been in operation for a period of at least 3 (Three) years as of 31st March 2024.	<ul> <li>Copy of Certificate of Incorporation/ Registration.</li> <li>Valid GSTIN and PAN, copy of GST Registration Certificate.</li> </ul>
2.	Office Premises in Pune	The Bidder should have an Office within the city limits of Pune Municipal corporation	<ul> <li>Copy of Certificates/trade</li> <li>License from Pune</li> <li>Municipal Corporation</li> </ul>
3.	Turnover	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years as on 31st March 2024 must be greater than equal to Rs.100 Cr.	Certificate from Statutory Auditor and audited balance sheet of last three years as on 31st- Mar-2024.
4.	Net Worth	The Net Worth of responding Firm/ Company must be positive during last Three (3) financial years ending on 31st March 2024.	Certificate from statutory auditor.

Sr. NO.	Items	Requirements	Compliances
5.	Technical Capability	Bidder must have experience in the similar field of conducting online examination in any State Government/PSU/Central Government/Government University. The bidder must have implemented similar project of values as follows in last 4 years.  • One project not less than the amount ₹ 10 Cr; OR  • Two projects not less than the amount ₹ 5 Cr; OR  • Three projects not less than the amount ₹ 3 Cr	Work Order + Completion Project citation (in the prescribed format) along with copy of work orders (including extensions, if any) and completion certificate.
6	Certifications	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 certificate with validity. This should be verifiable in the CMMI Website. (https://cmmiinstitute.com/PARS) The bidder must also have ISO series of Certificates:  ISO 9000 ISO 27001	Copy of valid certificate issued by accredited organizations
7	Manpower Strength	● ISO 20000  Responding Firm/ Company must have at least 50 full time technical resources in its payroll in the domain of software development, management with qualification B.E./B.Tech./MCA/MBA, as on date.	Copy PF ECR of Last Quarter
8	Capacity of Bidder w.r.t no of candidate examined	The Bidder should have conducted Computer Based Examinations for at least 20 thousand candidates in a single shift/Batch in the Last 4 years as on date of Bid submission.	Copy of work orders (including extensions, if any) and completion / continuation certificates.  In case completion certificates are not available, Bidder may submit the work order with a self-certification of works completed, from authorized signatory.  The number of

Sr. NO.	Items	Requirements	Compliances
			candidates must be mentioned in the documents submitted by bidder.
9	Blacklisting	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and never blacklisted by any State Govt./ Central Govt., for the similar scope of services as defined in the RFP.	Self-Declaration
10	Software Application	The software application [Exam Engine & Question paper Authoring Tool] must be certified by Cert-in certification agency. The Source code of Both the applications should be owned by the Bidder.	Copy of Relevant Certificate & Self declaration for Ownership of Source code
11	Test Nodes	Bidder must have online examination centers with minimum 15000 valid nodes/computers nodes across state of Maharashtra. The list of centers with complete postal address & capacity to be submitted (tabular format).	Self-Declaration on company letter head seal and signed by authorized signatory along with supporting documentary proof.

#### b) Technical Evaluation Criteria:

In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent section. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. During evaluation of proposals, TRTI, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Bidders securing more than 70% marks in the technical evaluation will only be considered for further financial bid evaluation. Bids or Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence shall be debarred from being considered for financial evaluation. Only those proposals meeting the above Pre-qualification criteria will be evaluated as per the criteria mentioned below:

Sr No	Criteria	Description	Max Marks
	Average Annual Turn Over in last three Years ending on 31st -Mar- 2024.	> 100 Cr & ≤ 250 Cr - 5 Marks	
1	Audited Balance Sheet or Statutory Auditor Certificate or CA Certificate must be submitted as proof	> 250Cr > & < 500 Cr - 10 Marks > 500 Cr - 15 Marks	15 Marks

Sr No	Criteria	Description	Max Marks
2	Overall regular staff strength (Project Management/Development /Quality assurance/Implementation/ Operation) Copy PF ECR of Last Quarter	50 staff to 75 staff: 3 marks 76 staff to 100 staff: 5 Marks ≥ 100 staff: 10 marks	10 Marks
3	Experience of Delivering Online Examination solution and services in Govt. Sector /PSU/Govt. Institutes in last 4 years (as on date of bid submission) Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	≥ 3 Projects: 5 marks ≥ 7 Projects: 10 marks ≥ 10 Projects: 15 marks	15 Marks
4	Experience of Delivering Online Examination solution and services in Govt. Sector /PSU/Govt. Institutes in last 4 years (as on date of bid submission) Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	1000000 - 2000000 Candidates 3 marks 2000001 - 3000000 Candidates: 7 marks >3000000 Candidates: 10 marks	10 Marks
5	CMMi level 3 Services CMMi level 5 Development	CMMI Level 5 Development & CMMI Level 3 Services 5 Marks CMMI Level 3 Services 3 Marks	5 Marks
6	Experience of Delivering Online Examination in a single shift /session for any Government / PSU / Govt. Institutes in last 4 years (as on date of bid submission) Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client	20000-30000 candidates: 5 Marks 30001-40000 candidates: 10 Marks >40,000 candidates: 15 Marks	15 Marks
7.	Technical Presentation: Proposed Solution, Approach & Methodology, Execution Plan/ Contingency Plan, Proposed resource/professionals etc	Technical Presentation	30 Marks
		Total	100 Marks

# Note -

The minimum qualifying marks required in technical criteria is 70 Marks (i.e., 70 %). The bidders who score is equal or more than 70 Marks shall be considered for commercial opening. The bidders who do not score minimum qualifying marks of 70 %, their bids shall be rejected and will not be considered for commercial evaluation.

# 17. Selection Method: Quality Cost Based System (QCBS)

The selection of the bidder shall be based on QCBS method in which weightage of technical score shall be 80% and weightage of financial score shall be 20%. The Bidder criteria for awarding the contract will be calculated based on the QCBS methodology. The weightage of Technical Score to Financial Score would be in the ration of 80: 20. Kindly refer the illustration below for understanding of the evaluation process.

#### **ILLUSTRATION**

The following is the procedure for evaluation for the award of tender:

The technical and financial scores secured by each bidder will be added with weight of 80:20 respectively and a Cumulative Bid Score arrived at, using the formula:

$$CS = (TS * 0.8) + (FS * 0.2)$$

Where

CTFS is Combined Technical and Financial Score;

TS = Technical Bid Score;

FS = Financial Bid Score

The bidder with highest Combined Technical and Financial Score (CTFS) will be the successful bidder and be eligible to become the service provider.

Stage 1: Technical Bid Evaluation (TS)

Bidder Details	Technical Marks obtained	Technical Score (X) = [ Technical Marks gained by Respective Bidder / Higher Technical Marks secured by Bidder) X 100	Applying weightage of 80% to the TS (X)
Bidder 1	95	X = [95/95] X 100 = 100.00	100* 0.8 = 80.00
Bidder 2	87	X = [87/95] X 100 = 91.58	91.58 * 0.8 = 73.26
Bidder 3	65	X = [65/95] X 100 = 68.42	Will not be assessed
Bidder 4	79	X = [79/95] X 100 = 83.16	83.16 * 0.8 = 66.53

<sup>\*</sup> Since the eligible Technical Score should be 70 and hence Bidder No. 3 will be rejected.

Stage 2: Conversion of Financial Bid Amount to Score (FS)

Bidder Details	Financial Amount	Financial Score= (LFB/F*100)	Financial Score after applying 20% weightage (FS * 0.2)
Bidder 1	Rs 50,000	50,000/50,000* 100 = 100.00	100.00* 0.20 = <b>20.00</b>
Bidder 2	Rs 52,000	50,000/52,000* 100 = 96.15	96.15* 0.20 = <b>19.23</b>
Bidder 4	Rs 55,000	50,000/55,000*100= 90.91	90.91 * 0.20 = <b>18.18</b>

LFB – Lowest Financial Bid F – Quoted Amount

Stage 3: Combined Technical and Financial Score (CTFS) with weightage of TS: FS as 80:20

Bidder Details	Technical Score after applying 80% weightage	Financial Score after applying 20% weightage	CTFS = TS+FS
Bidder 1	80.00	20.00	100.00 (H1)
Bidder 2	73.26	19.23	92.49 (H2)
Bidder 4	66.53	18.18	84.71 (H3)

Stage 4: Composite Score of the Bidders

Composite score of the Bidders for the Bid shall be worked out as under:

Bidder	Technical Score (X)	Financial Sore(Y)	Weighted Technical Score (80% of X)	Weighted Financial Score (20% of Y)	Composite Sae (F=D+E)
A	В	C	D	E	F
Bidder 1	100.00	100.00	80.00	20.00	100.00 (H1)
Bidder 2	91.58	96.15	73.26	19.23	92.49 (H2)
Bidder 4	83.16	90.91	66.53	18.18	84.71 (H3)

The Award of Contract will be done for only those are qualified in Prequalification & Technical evaluation & got highest Composite Scores in QCBS & priority will be given to the bidder/bidders having highest Composite Score.

- 1. H1 bidder will be identified, based on the technical score & financial bid.
- 2. The total cost quoted by the bidder shall be considered for calculating financial bidder.
- 3. In case any bidder has failed to quote for any/all the items in the Commercials, the bid submitted by that bidder will be rejected and its EMD will be forfeited, if any. In the event wherein the H1 bidder fails to provide complete details as per Commercials then H1 bidder would be selected from other Qualified bidders as per above.
- 4. If H1 bidder fails to accept the individual unit rates rationalized as per above procedure, their bid will be treated as cancelled and EMD will be forfeited, and/or initiate action as per Bid security declaration.

#### A. Award of contract

Bid Evaluation Committee formed by the Commissioner, TRTI will evaluate the Technical Bid as stated above and give recommendation on the basis of technical score, physical verification (if required) & presentation. Decision of Commissioner, TRTI, would be final and binding upon all the Bidders. TRTI will notify the Award of contract to the successful Bidder. This contract will be valid for next 3 years.

#### B. Signing of Contract/MoU

Once TRTI notifies the successful Bidder that it's Bid / proposal has been accepted and the work order will be issued by Commissioner, TRTI. The successful bidder will have to enter into a separate MoU incorporating the conditions of the Bid / RFP and its amendments and any special conditions as may be required. In case the successful Bidder is unable to execute contract within 10 days or within time period as may be specified by the respective organization, TRTI shall forfeit the Earnest Money Deposit (EMD) and cancel its Bid.

# 18. Disqualification:

The bidder should ensure that all the required documents, as mentioned in this RFP / bidding document, are submitted along with the bid. Non submission of the required documents may lead to the rejections of the bid submitted by the bidder. Besides other conditions and terms highlighted in the tender document, bids may be rejected / disqualified under following circumstances:

- a. In case the Bidder fails to meet the bidding requirements as indicated in this RFP or not submitted in accordance with the procedure and formats prescribed in this document.
- b. During validity of the Bid, or its extended period, if any, the Bidder increases sanctioned price.
- c. Incomplete Bid or failure to furnish all information required as per tender document and failure to furnish proofs for information provided.
- d. Bid is received after due date and time.
- e. Bid is not accompanied by all the requisite documents.
- f. Bids submitted without or with improper **Tender Fee and EMD**
- g. Bids without signature of person (s) duly authorized on require pages of the bid.
- h. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- i. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
- j. The Bidder not conforming to unconditional acceptance of full responsibility of providing services in accordance with the Agreements of this tender.
- k. If the bid does not conform to the timelines indicated in the bid.
- l. If the purchaser of the bid (i.e., who pay Tender Fee and EMD) and submitter of the bid is different.
- m. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions by unlawful/corrupt/fraudulent means at any point of time during the Bid process.
- n. Bidder fails to enter into a Contract within 15 Days from the date of issue of Letter of Selection / award of contract or within such extended period, as may be specified by the TRTI, PUNE.

- o. While evaluating the Proposals, if it comes to the TRTI, PUNE knowledge expressly or implied that some Bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of Proposal then the Bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the RFP floated by the TRTI, PUNE.
- p. Bidder doesn't agree to accept the Terms and Conditions of the RFP.

# 19. Opening of Bid

- a. Envelope No. 1 containing the Technical Bid shall be opened online in the office of TRTI, PUNE, in the presence of the bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.
- b. The bidders, who have been qualified in the Pre-Qualification shall only be called for presentation in the office of TRTI, Pune in the presence of Bid Evaluation Committee.

#### **Section D- General Conditions of Contract**

- 1. Conditional Bid / RFP are liable for rejection.
- 2. Intending bidders can have detailed information from the office of TRTI, Pune, during office hours.
- **3.** The Bid Evaluation Committee formed by Commissioner, TRTI will shortlist the Agency and will recommend to the Commissioner, TRTI for empanelment for next 3 years for all computer-based entrance examinations.
- **4.** Commissioner, TRTI reserves the right to reject whole RFP or any part of RFP without assigning any reason.
- 5. This Contract will be VALID for a period of next 36 months which shall start from day of AOC.
- **6.** The TRTI shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the TRTI, Pune discretion.
- 7. Where the TRTI, Pune is of the view that no further extension of the term be granted to the Selected Agency, the TRTI, Pune shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the Purchaser.
- **8.** Bidder need to submit all relevant documents mentioned in pre-qualification and technical qualification criteria.
- 9. Initially MoU will be done with selected Agency on a non-judicial stamp paper of Rs. 500. However, on completion of online Computer-Based Entrance Examination (once the number of candidates is fixed) the selected Agency will have to pay stamp duty of requisite value depending on the total value of work order as per Maharashtra Stamp Act, failing which the payment of online Computer-Based Entrance Examination will not be done. MoU need to sign within 10 days from the receipt of written communication of letter of Selection to this effect, failing which the EMD will be forfeited and the organization will be removed from the selected/empaneled list.
- **10.** The Agency should be operational at the time of submission of bid with all infrastructure facility as required in the Pre & Technical Qualification of the bid document.

#### 11. Payment Clause: -

- 1. Advance payment: No Advance payment will be made to the agency.
- 2. Payment to be released post deduction of penalty, if any.
- 3. Payment Milestones: -For providing examination services to the departments, the payment to the agency will be made percentage wise as mentioned below based on the rate per candidate per session multiplied by number of the candidates for whom these admit cards were issued.

Sl No	Payment Conditions	Payment
1	Successful conduct of online $\ensuremath{\texttt{examination}}$ , evaluation, submission of result	90%
2	Completion of post examination activities and handover of the all documents to the TRTI as detailed out in the RFP	10%
	Total	100%

- 4. All payments will be made subject to TDS (Tax deduction at Source) as per the income- Tax Act
- 5. The requisite payment will be released by the TRTI upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency.
- 6. If the deliverables submitted / work performed by the Empanelled Agency is not acceptable to the TRTI, payments shall not be released to the Empanelled Agency. This is without prejudicing the TRTI's right to levy any Penalties based on the Service levels agreed between the TRTI and the Empanelled Agency. In such case, the payment will be released to the Empanelled Agency only after it re-submits the deliverable / performs work and which is accepted by the TRTI.
- 7. The Selected Agency will have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. Payment will be made to the Selected Agency after deduction of any applicable Tax / Taxes at source. The service tax will be borne by the department.
- 8. Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
- 9. It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- 10. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

# 20. Failure to abide by the Agreement:

The conditions stipulated in the agreement shall be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the respective organization from which work order is issued with such penalties as specified in the Bidding document and the Agreement.

# 21. Jurisdiction and applicable Law

In case of any dispute arising out of the terms and conditions of contract or assignment, the matter shall be governed by the laws of India (both substantive and procedural) at that time being in force and shall be subject to exclusive jurisdiction of the Courts at Pune City.

#### 22. Performance Bank Guarantee (BG):

Successful Bidder has to submit performance bank guarantee of 3% of the awarded contract value from any scheduled bank in India, within 10 days of award of work order or within time period as specified in the work order to the TRTI, Pune. Performance Bank Guarantee (BG) shall be retained by TRTI till the end of the contract and shall be released on successful completion of online Computer Based Examination or Contract period for the same.

### 23. Fraud & Corrupt Practice

It is required that the bidder submitting bid and bidder empaneled through this tender process must observe the highest standards of ethics during the process of selection and during the performance and execution of online Computer-Based Entrance Examination.

For this purpose, definitions of the terms are set forth as follows:

- a. "**Corrupt Practice**" mean offering, giving, receiving or soliciting of anything of value to influence the action of TRTI or its personnel while executing this work.
- b. "Fraudulent Practice" means a misrepresentation of facts, in order to influence a Selection process or the execution of a Work Order, and includes collusive practice among Agency (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive TRTI of the benefits of free and open competition.
- c. "Unfair trade practice" means supply of services different from what is ordered on, or change in the Scope of Work.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of the Work Order.

TRTI has rights to reject a proposal even after the award and blacklist the bidder, if it is found that the bidder is engaged in corrupt, fraudulent, unfair or coercive practices.

#### 24. Force Majeure:

If, at any time, during the continuance of the agreement, the performance in whole or in part by either party of any obligation under this agreement shall be prevented or delayed by the reason of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, Lockdown, strikes, or act of God (hereinafter referred to as "event"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by the reason of such event, be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance; and service under the agreement shall be resumed as soon as practical after such event has come to an end or ceased to exist, and the decision of the TRTI as to whether the service have been so resumed or not shall be final and conclusive.

Provided further that if the performance in whole or part of any obligation under this agreement is prevented or delayed by reason of any such event by a period exceeding 120 days, either party may at its option terminate the agreement. The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an

event of Force Majeure. Force Majeure shall not cover the price fluctuation of components / service.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of organization, that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the organization.

If a Force Majeure situation arises, the organization shall promptly notify TRTI in writing of such condition and the cause thereof. Unless otherwise directed by TRTI in writing, the organization shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

# 25. Termination of Contract

- 1. The Purchaser may, terminate this Contract by giving the Selected Agency 1 (One) month prior and written notice indicating its intention to terminate the Contract if the term of Contract expires.
- 2. The Purchaser may, terminate this Contract by giving the Selected Agency a 15 (fifteen) days prior and written notice indicating its intention to terminate the Contract under the following circumstances:
  - a. The Purchaser is of the opinion that there has been such event of default on the part of the Selected Agency which would make it proper and necessary to terminate this Contract and may include failure on the part of the Selected Agency to respect any of its commitments with regard to any part of its obligations under this Contract.
  - b. The Selected Agency has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the work for 30 consecutive days.
  - c. Where it comes to the Purchaser's attention that the Selected Agency is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of the Contract or has without authority has committed breach of Terms of the Contract in best judgment of the Purchaser.
  - d. In the event of the quality of Temporary Staffing Personnel and/or services as per the Scope of Work under the Contract with the Purchaser not found acceptable by the Purchaser.
  - e. The performance of the selected agency is not satisfactory.
  - f. The Selected Agency has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by it.
  - g. The Selected Agency has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.
  - h. The Selected Agency has been declared insolvent/bankrupt.

### 26. Consequences of Termination

- 1.The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting another Empaneled Agency.
- 2.In the event of termination of this Contract, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Selected Agency shall be obliged to comply with.
- 3.In the event that the termination of this Contract is due to the expiry of the Term of this Contract, a decision not to grant any (further) extension by the Purchaser, or where the

termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Selected Agency, the Selected Agency herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser. Where the termination of the Contract is prior to its stipulated term on account of a default on the part of the Selected Agency or due to the fact that the survival of the Selected Agency as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Selected Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Selected Agency up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Selected Agency as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Selected Agency.

4.The Purchaser may take possession of the works and all deliverables of the Selected Agency and use or employ the same for completion of the work or employ any other Selected Agency or other person or persons to complete the works. The Selected Agency shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Empaneled Agencies or other persons employed for completing and finishing or using such deliverables.

5.In the event of termination of this Contract consequent to the expiry of the term of Contract or due to the termination of Contract initiated by the Selected Agency prior to the stipulated term of Contract, the Selected Agency is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used.

6. When the Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Selected Agency shall not have any right to claim compensation on account of such termination.

# 27. Use of Contract Documents and Information

1.The Selected Agency shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Selected Agency in performance of the services under the contract.

2.The Selected Agency shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies, thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Selected Agency in performance of the services under the Contract.

# 28. Limitation of Liability towards the Purchaser

(a) 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 data, 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 bidder by TRTI 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 TRTI to perform any of TRTI'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 TRTI for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

# 29. Changes of Orders

- 1. The Purchaser may at any time, by written order given to the Selected Agency, make changes within the general scope of the Contract.
- 2.If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Agency's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Agency for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Selected Agency's receipt of Purchaser's Change Order.
- 3. Procedure of Change Orders
  - a. Upon receiving any revised requirement/advice, in writing, from the TRTI, the Selected Agency would discuss the matter with the TRTI.
  - b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with TRTI as well as discuss the matter, giving reasons thereof.
  - c. In either of the two cases as explained in Clause (a) and Clause (b) above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
  - d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
  - e. If TRTI accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
  - f. In case, mutual Agreement under Clause (d) above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall Empanelment of computer-based entrance examination Firms be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Contract.
  - g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials

#### 30. Modifications & Withdrawal

The bid submitted may be withdrawn or resubmitted before the expiry of the last date of submission by making a request in writing to the competent authority of Purchaser to this effect. No Bidder shall be allowed to withdraw the bid after the deadline for submission of bids.

### 31. Patent Rights

The vendor shall indemnify the purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent, design or copy write protected either in the country of origin or in India by use of any equipment supplied by the vendor claims if made on the purchaser, shall be notified to the vendor of the same and the vendor shall at his own expense either settled such dispute or conduct any litigation that may arise there from.

# 32. Confidentiality

- 1. The Bidder shall not, and without the Purchaser prior written consent, disclose the contract or any provision thereof, or any specification, plan, Data, Question Bank, Question Bank sample or information furnished by or on behalf of the Purchaser in connection therewith to any person other than a person employed by the Bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 2. The Bidder shall not without the Purchaser prior written consent, make use of any document or information.
- 3. Any document other than the contract itself shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Bidder's performance under the contract if so required by the Purchaser.
- 4. The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the Purchaser by Selected Agency.

# 33. Term and Extension of the Period

- 1. The term under this Contract will be for a period of 36 months which shall start from day of notification of empanelment/AOC.
- 2. If required by the TRTI, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
- 3. The TRTI shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- 4. Where the TRTI is of the view that no further extension of the term be granted to the Selected Agency, the TRTI shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until such reasonable time beyond the term of the Contract with the TRTI.

#### 34. Obligation to Carry out Purchaser's Instructions

The Bidder shall also satisfy the purchaser or this inspector that adequate provision has been made to carry out his instructions fully and with prompt attitude.

# 35. Resolution of Disputes between the Purchaser and Selected Agency

- 1. The Purchaser and the Selected Agency shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Contract.
- 2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Selected Agency have been unable to resolve amicably a Contract dispute, the dispute should be referred to Joint Director, TRTI for resolution.
- 3. If, after thirty (30) days from the commencement of such reference, Joint Director, TRTI have been unable to resolve amicably a Contract dispute between the Purchaser and the Selected Agency, either party may require that the dispute be referred to the Hon'ble Commissioner, TRTI.
- 4. Any dispute or difference whatsoever arising between the parties (Purchaser and Selected Agency) to the Contract out of or relating to the construction, meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified above, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

# 36. Service Level Agreement & Penalty

The purpose of this Service Level Agreement (hereinafter referred to as SLAs) is to clearly define the levels of service which shall be provided by the agency to the TRTI for the duration of this contract. This SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Implementation SLA is given below:

Sl No	Criteria	Penalty Clause
1	If Examination in any one center delayed due to fault of agency for more than 30 minutes	10% of the billable Value for the delayed center
2	In case of Paper leakage during the examination.	Re-conduct of the examination on a different date without any additional cost
3	In case of willful malpractice by the SIP during the examination and scoring.	100% of the total billable value

Project assignments to the empaneled agencies will be on the basis of time/resource estimates defined by respective Departments. Each project, therefore, will have a definite date of project completion. The Department and empaneled agency may undergo to a non-disclosure

agreement with appropriate Service Level Management with penalty terms at the time of awarding of work; however generally, for any time slippages, the agencies can induct more resources at their cost to meet the time schedules. Project delays on account of the agencies will attract a penalty of 0.5% (point five percent) per week of the total project value of the respective assignment/project for up to 30 days beyond which the Department will be free to get the job done from any one of the remaining empaneled agencies. However, the maximum ceiling limit of the penalty would be 10% of the contract value (excluding taxes) of the respective assignment/project.

#### 37. EXIT Plan

- 1. The selected firm shall provide systematic exit plan and conduct proper knowledge transfer process to handover operations to user department/TRTI technical team within 15 days from the receipt of notice of termination or at least three months before project closure.
- 2. IT resource persons of user department/TRTI will work closely with resource persons of Service Provider at test, staging and production environment during knowledge transfer phase. All knowledge transfer should be documented and possibly recorded.

#### Annexure - I

To,

Commissioner, Tribal Research and Training Institute, 28 Queens Garden, Pune -411001 Maharashtra State,

**Subject:** Request for Proposal selection of agency for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra

**Reference**: Tender No Dated ......

Respected Sir,

- I / Whereby offer to submit the Technical Bid for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra.
- I / We have read, and understood the contents of the RFP and further state that I /We unconditionally accept and abide by the terms & conditions specified therein.

I / We submit the Technical Bid as under:

Sr. No	Description	Remark
1	Name of Organization	
2	Name of Head / Chairperson / President/Partner / Director/Owner/ MD/ Proprietor/ Secretary	
3	Address of Organization	
4	Contact Person's Name and Designation	
5	Mobile Number	
6	Email Address	
7	Date of Establishment of Institute as per Documents of establishment/ Registration of the institute	
	a) Whether the Institution is registered? (Yes/No)	
0	b) If Yes, under which act. Institution is registered (Legal status)	
8	c) Registration Number	
	d) Date of Registration	
	e) Date of Expiry	
9	a) Whether GST payee? (Yes/No)	

Sr. No	Description	Remark
	b) Mention GST number	
	a) Whether Income tax payee? (Yes/No)	
10	b) Mention Permanent Account Number (PAN/TAN)	
11	The Bidder should have <u>minimum average</u> <u>annual turnover of Rs. 100 Crore</u> from last three years i.e. FY 2021-22, FY 2022-23, FY 2023-24	FY 2021-22
		FY 2022-23
		FY 2023-24
12	Total no. of years of experience of the Agency. (Period before the date of registration of the institute is not considered)	

Date: Place:

### <u>Annexure – II</u>

(Pre-Bid Queries Format)

Name of the Bidder (Organization):
Name and designation of Person(s) Representing the Bidder:
Contact Number:
Email Id:

**RFP:** Request for Proposal selection of agency for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra

Sr. No.	Tender document page number	Clause, Section, point serial number (Tender Ref. No)	Query/ Clarification required	Suggestion
1				
2				
3				
4				

Date:
Place:

## Annexure- III (Declaration to be given on organization letterhead)

Date:

To,

Commissioner, Tribal Research and Training Institute, 28 Queens Garden, Pune -411001 Maharashtra State

**Subject:** Request for Proposal selection of agency for conducting Computer-Based Entrance Examination for the target group of TRTI, BARTI, SARTHI and MAHAJYOTI in Maharashtra

I/We have paid an amount of Rs. 5,00,000/- towards EMD and I/We are aware that the EMD will not bear any interest.

We are aware that Tender fee of Rs 25,000/- is non refundable

If this tender is accepted, I/We agree to abide by and fulfill all the terms and conditions of the contract.

I/We hereby distinctly and expressly declare and acknowledge that before submission of this tender; I/We have carefully followed the instructions.

I/We distinctly agree that I/We would hereafter make no claim or demand upon the TRTI based upon or arising out of any alleged misunderstanding or misconceptions or mistake on my / our part of the said contract, agreements, stipulations, restrictions and conditions.

Any notice required to be served on me / us shall be sufficiently served on me / us by post (registered or ordinary) or email or courier or left at my / our address given herein.

I / We fully understand the terms and conditions of the contract to be entered into between me/us and the respective organization specified in the bid document and the written agreement shall be the foundation of the rights of both the parties and the contract shall not be deemed to be complete until an agreement has been signed by me/us and the respective organization specified in the bid document.

Date: Place:

#### **Annexure- IV**

## (Declaration for Proprietor/Partner/Director/Trustee is not blacklisted by any Government agency, on their letter head)

To,
Commissioner,
Tribal Research and Training Institute,
28 Queens Garden, Pune -411001
Maharashtra State

**Subject:** Declaration for Proprietor/Partner/Director/Trustee /Organization is not blacklisted by any Government agency / Department / Autonomous Institute of any state Government and or Central Government

Reference: Tender No Dated ..... undertaking that our Organization Name......and any other organization in which Ι am or any of my partner/director/trustee is Proprietor/partner/director/trustee is not Blacklisted by any Government agency / Department / Autonomous Institute of any state Government and or Central Government. I/We have read the Tender documents and related matters carefully and diligently and that I / We have uploaded the tender having studied, understood and accepted the full implications of the agreement.

Date: Place:

#### **Annexure-V**

# (Declaration / Undertaking of the organization to be submitted along with Technical Bid, on its letter head)

	Date:
To, Commissioner, Tribal Research and Training Institute, 28 Queens Garden, Pune -411001 Maharashtra State	
Subject: Undertaking about not having any Criminal	l Case
Reference: Tender No	Dated
Respected Sir,	
I/We	do hereby submit declaration/
undertaking that any of the Governing Member, D	Director, Partner, Managing Director, CEO of our
Organization (Name)	is not having Criminal Case against
them.	
I/We have read the Tender documents and related	d matters carefully and diligently and that I / We
have uploaded the tender having studied, under	stood and accepted the full implications of the
agreement.	
	Designation and Signature of authorized resentative of the organization

### **Annexure-VI**

#### **Financial Turnover Certificate**

(Need to submit on CA Letter head)

	•	ed the annual financial turnover of the		
•	iny/firm/Agency	having head office at		
		during the last Three (3) financial		
	as on 31st March 2024 as below.			
	Particulars	Annual Financial Turnover		
	FY 2021-22 Amount (Rs) in both figures and words			
	FY 2022-23 Amount (Rs) in both figures and words			
	FY 2023-24 Amount (Rs) in both figures and words			
	Total Financial Turnover			
	Average Financial Turnover			
Name of C	CA Firm:			
Name of S	ligning Partner:			
<b>Iembers</b> l	nip Number:			
J <b>nique D</b> o	ocument Identification Number (U	UDIN)		
ignature:				
Office Seal:				
Date:				

### **Annexure-VII**

# (Declaration / Undertaking of the organization to be submitted along with Technical Bid, on its letter head)

				Date:
Tribal i 28 Que	issioner, Research and T eens Garden, Pt ashtra State,		ite,	
E			of agency for conducting Computer oup of TRTI, BARTI, SARTHI and M	
Reference	: Tender No		Dated	
Respected S	Sir,			
undert	aking that Year	wise details of	successful candidates completed Co	•
Sr No	Name of Examination	Year of Examination	Total No of Candidates registered for Computer Based Examinations	Total No of Candidates appeared in Computer Based Examinations
1 2				
Date: Place:			Name, Designation and Signa representative of the org	

## **Annexure-VIII**

#### **Checklist for Bidder**

#### Name of Bidder:

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
1.	Registered as a Company / LLP under Companies Act, 1956/2013 OR Partnerships Firm registered under LLP Act, 2008 and must have been in operation for a period of at least 3 (Three) years as of 31st March 2024.	-Copy of Certificate of Incorporation/ Registration. -Valid GSTIN and PAN, copy of GST Registration Certificate.		
2.	The Bidder should have an Office within the city limits of Pune Municipal corporation	Copy of Certificates/trade License from Pune Municipal Corporation		
3	Responding Firm/ Company's average annual sales turnover during the last Three (3) financial years as on 31st March 2024 must be greater than equal to Rs.100 Cr.	Certificate from Statutory Auditor and audited balance sheet of last three years as on 31st- Mar-2024.		
4	The Net Worth of responding Firm/ Company must be positive during last Three (3) financial years ending on 31st March 2024.	Certificate from statutory auditor.		
5	Bidder must have experience in the similar field of conducting online examination in any State Government/PSU/Central Government/Government University. The bidder must have implemented similar project of values as follows in last 4 years.  • One project not less than the amount ₹ 10 Cr; OR  • Two projects not less than the amount ₹5 Cr; OR  • Three projects not less than the amount ₹ 3 Cr	Work Order + Completion Project citation (in the prescribed format) along with copy of work orders (including extensions, if any) and completion certificate.		
6	Bidder should have CMMi Institute (erstwhile SEI) recognized and published CMMi DEV/SVC Level-3 certificate with validity. This should be verifiable in the CMMI Website. (https://cmmiinstitute.com/PARS)	Copy of valid certificate issued by accredited organizations		

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
	The bidder must also have ISO series of Certificates:			
	• ISO 9000			
	• ISO 27001			
7	• ISO 20000  Responding Firm/ Company must have at least 50 full time technical resources in its payroll in the domain of software development, management with qualification B.E/B.Tech/MCA/MBA, as on date.	Copy PF ECR of Last Quarter		
	B.E./ B. Feeti / Mer/ MBri, as on date.	Copy of work orders (including extensions, if any) and completion / continuation certificates.		
8	The Bidder should have conducted Computer Based Examinations for at least 20 thousand candidates in a single shift/Batch in the Last 4 years as on date of Bid submission.	In case completion certificates are not available, Bidder may submit the work order with a self-certification of works completed, from authorized signatory.  The number of candidates must be mentioned in the documents submitted by bidder.		
9	Responding Firm/ Company shall not be under a declaration of ineligibility for corrupt or fraudulent practices and never blacklisted by any State Govt./ Central Govt., for the similar scope of services as defined in the RFP.	Self-Declaration		
10	The software application [Exam Engine & Question paper Authoring Tool] must be certified by Cert-in certification agency. The Source code of Both the applications should be owned by the Bidder.	Copy of Relevant Certificate & Self declaration for Ownership of Source code		
11	Bidder must have online examination centers—with minimum 15000 valid nodes/computers nodes across state of Maharashtra. The list of centers with complete postal address & capacity to be submitted (tabular format).	Self-Declaration on company letter head seal and signed by authorized signatory along with supporting documentary proof.		
12	Experience of Delivering Online Examination solution and services in Govt. Sector /PSU/Govt. Institutes in last 4 years (as on date of bid submission)	Copy of the Work Order/ Completion Certificate/ On Going Certificate from the Client		

Sr	Eligibility Criteria	Supporting Document	Eligible (Yes/No)	Supporting document page number /Remark (if any)
13	CMMi level 3 Services CMMi level 5 Development	Certification		
14	Technical Bid	As per Annexure- I		
15	Declaration	As per Annexure- III		
16	The Bidder should not have been black listed by any Government agency / Department / Autonomous Institute of any state Government and Central Government.	Undertaking / Declaration that, the organization is not Blacklisted- As per Annexure- IV		
17	Partners/Director of the organization should not be having any criminal case against them.	Undertaking / Declaration that, None of the Partner / Director is having Criminal Case against them - As per Annexure- V		
18	Checklist	As per Annexure- VIII		

Date: Place: