<u>DIRECTORATE GENERAL OF HOME GUARDS</u> <u>Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-</u> 110027.

F. No.-DSO (RC)/14(28)/2023/74

Dated: 20.10.2023

Tender Id:- 2023_DGHG_249183_1

NOTICE FOR e-TENDERING

For and on behalf of Director General Home Guards, Delhi e-Tenders (on line tenders) are invited from reputed, experienced Govt. agency/organization/PSUs/PSEs for enrolment of 10,285 Home Guard Volunteers through online Computer Based Test (CBT) for DGHG across NCT of Delhi and NCR. The NIT may be downloaded along with terms and conditions from website https://homeguard.delhi.gov.in or https://govtprocurement.delhi.gov.in. All the tenderers should apply online before the Last Date and Time. The important details of the e-tender are as follows:

Sl. No.	Particulars	Date and Time				
1	Bid Submission Start Date	31.10.2023 at 10:00 AM				
2	Last date of bid submission	21.11.2023 up to 05:00 PM				
3	Opening of Technical Bid	22.11.2023 at 10:00 AM				
4	Opening of Financial Bid	After evaluation of Technical Bid				
5	Corrigendum if Any.	from https://govtprocurement.delhi.gov.in				
5.	Date and Time of opening of Financial Bids online.	To be notified later.				
6.	Address where Bids will be opened.	Commandant Home Guards Directorate General of Home Guards, Nishkam Sewa Bhawan, CTI Complex, Raja Garden, New Delhi-110027.				

If any of the dates mentioned above in the schedule is declared/happens to be aholiday due to any reason, the schedule activity shall be done on the next working day at the same time.

Commandant Home Guards: Delhi

SECTION 1 - BID SCHEDULE AND ADDRESS

		LEDULE AND ADDRESS			
1.	Tender No. & Date	F.No.DSO(RC)/14(28)/2023/74			
		Dated: 20.10.2023			
2.	Brief description of project	Selection of Service provider (Reputed Govt. agencies/organizations/PSUs/PSEs) for enrolment of 10,285 Home Guard volunteers through online computer based Test (CBT) for DGHG across NCT of Delhi and NCR			
3.	Earnest Money Deposit Fee	NIL			
4.	Bid cost	NIL			
5.	Tender issuing entity	DIRECTORATE GENERAL OF HOME GUARDS Nishkam Sewa Bhawan, Central Training Institute Complex, Raja Garden, New Delhi-27 Phone No-011-25448148, Email-dghome@nic.in https://homeguard.delhi.gov.in/			
6.	Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	20.10.2023 (Friday)			
7.	Documents download start date (Online)	20.10.2023 (Friday)			
8.	Last Date and time of sending the queries	26.10.2023, 5:00 PM (Thursday)			
9.	Pre-bid meeting for queries, if any	27.10.2023, 12:00 Noon (Friday)			
10	Corrigendum, if any, will be published on Line	30.10.2023, 12:00 Noon (Monday)			
11.	Bid Submission start date & time (Online)	31.10.2023, 10:00 AM (Tuesday)			
12.	Bid Submission closing date & time (On line)	21.11.2023, 5:00 PM (Tuesday)			
13.	Opening of mandatory eligibility compliance and Technical bid (Online)	22.11.2023, 10:00 AM (Wednesday)			
14.	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals (if any)	To be notified later.			
15	Commercial bid opening	To be notified later.			
16	Date of uploading the final selected agency	To be notified later.			
17	Contact Persons	Commandant(Home Guards) DIRECTORATE GENERAL OF HOME GUARDS Nishkam Sewa Bhawan, Central Training Institute Complex, Raja Garden, New Delhi-27 Phone No-011-25448148, Email-dghome@nic.in https://homeguard.delhi.gov.in/			

Note: 1. Bids will be opened in the presence of the Bidders' authorized representative who chooses to attend.

SECTION 2- INTRODUCTION

Directorate General of Home Guards, Delhi was raised under the Bombay Home Guards Act of 1947, as extended to Delhi to create an voluntary auxiliary force to assist the police for assistance in law & order and internal security duties. Home Guard volunteers also assist the community in emergencies like air raid, fire, flood, and epidemic; and in promoting communal harmony. They also assist the local administration in protecting vital installations. Delhi Home Guards is primarily a voluntary force, having an authorized strength of 10,285 with stipulated tenure as per Act and Rules. The enrolment of Home Guard volunteers is carried out from the Domiciles of Delhi in accordance with Act, Rules and regulations of GNCT of Delhi.

Background:

2.1 Advertisement of vacancies and inviting applications from the eligible candidates

The selected bidder(s) by DGHG will design the URL/Application portal with payment gateway of DGHG for receiving on line applications as per the directions of DGHG through which application will be received for which DGHG will issue the Advertisement regarding enrolment of Home Guard volunteers. The selected bidder(s) will issue Admit Card for PMET after scrutinizing the application in accordance with eligibility criterion. PMET will be conducted by DGHG and list of PMET qualified candidates will be provided to selected bidder(s) by DGHG for issuance of Admit cards for exam followed by other pre exam, conduct of exam and post exam works.

2.2 Process of Face recognition, Iris & Biometric Registration at the Examination Centre

On the day of Examination Face recognition, Iris & Biometric Registration of the candidates is required to be undertaken by the selected bidder(s).

2.3 Process of conducting Computer Based Test (CBT)

The conduct of Computer Based Test (CBT) will be outsourced to the Selected Bidder(s)/Service Provider with the responsibilities of content preparation on the basis of Syllabus, Exam Scheme, Difficulty level of questions and other instructions in the form of Internal Resource Document(IRD) provided by DGHG. The question papers are required to be uploaded centrally by the Service Provider on the Central Server.

The Service Provider is required to use sufficient number of their owned/contracted venues/centers approved by DGHG for conducting online computer based tests having sufficient work station/Desktop/ nodes in LAN connected to the local test center server. The Service provider will download the question papers in encrypted format on each of the test center servers just before the start of exam and with proper security control mechanisms. The candidate's credentials including the uploaded image are displayed on the screen after login to enable the invigilator to verify the candidate with their photo ID document. On completion of the online CBT taken by the candidates, the Service Provider will provide the raw response data to DGHG within 48 hours of completion of the examination. A command center is required to be set up in the office of DGHG on the days of exam to monitor the real time progress of CBT and in order to resolve the issues/difficulties raised by the appearing candidates and the exam functionaries involved in the process.

2.4 The Basic activities which are included in the Pre-Exam/ Examination/Post ExamActivities cited in above are as under:

- A. **Pre-examination activities:** All the pre-examination activities required for conducting of examincluding designing of URL/Application Portal, scrutinizing the application in accordance with eligibility criterion followed by Short listing of candidates followed by issuance of admit card for Physical Measurement & Efficiency Test(PMET), (PMET will be conducted by DGHG). The details of PMET Qualified candidates will be provided to selected bidder(s) by DGHG for whom Admit Card will be issued for conduct of CBT. Other pre exam activities will also be done by selected bidder(s). The algorithm adopted for allocation of Roll Numbers and examination centers would be unique
- B. Examination Related activities: Complete work relating to conduct of online computer based examination including identification of centers, generation of roll range assignment of candidates to centers, confidential content preparation, test deliver, center management by deputing at least one center head, IT Managers, Invigilators, Supporting Staff, Security and other arrangement in each examination including all facilities like main server, backup server in each center connected to center server, LAN Internet Generator/power backup, face recognition, Iris and Biometric verification through web cam and thumb impression, CCTV, all types of data & information security etc for conducting computer based exam in a secure, safe and smooth manner across Delhi/NCR.
- C. **Post Examination activities:** Work relating to processing, preparation and providing online test result after incorporating Bonus marks as per SOP of DGHG. data base and various reports(merit lists etc.) and any other activity related to CBT as per the detailed scope of work with terms and conditions.

2.5 NIT

Through this RFP, DGHG proposes to select reputed Government agencies / organizations/ its undertaking/PSUs/PSEs having vast experience in conducting online computer based examination with its pre-work and post work for inviting applications and further selection of candidates on the basis of merit of online computer based examination for Govt. of NCT of Delhi, and other government departments. Bidders shall be selected through the process of Technical and Commercial evaluation (L-1 basis).

The selected Bidder(s) are expected to have prior experience of working with various Government and private organizations and should be proficient in conducting online examinations at a large scale. Additionally, the Bidder/s are expected to have proven record of confidentiality in undertaking the job of public examinations and reliable credentials of carrying out this job with the best possible security measures.

2.6 Availability and submission of the RFP

Registration of Bidder: Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to https://govtprocurement.delhi.gov.in. The Bidder is to click on the link for e-Tendering site as given on the web portal.

Digital Signature Certificate (DSC): Each Bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website https://govtprocurement.delhi.gov.in. DSC is given as a USB e-Token. The Bidder can search & download N.I.T. electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

Submission of Tenders: Tenders are to be submitted online on the website in two (2) separate folders, after meeting mandatory eligibility criteria First is Technical bid & Second is commercial bid before the prescribed date & time using the Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copy duly Digitally Signed.

Tender Document download: - For e-filing, intending bidders may download the tender documents from the website https://govtprocurement.delhi.gov.in and

2.7 Due Diligence

The Bidders are expected to carefully examine the RFP and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP, Bidder shall seek necessary clarifications through e-mail mentioned in Section-1. Once received by DGHG, the Bid shall be deemed to have been submitted after careful study and examination of this RFP by the bidder. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Failure to furnish all information or submission of a bid either not in conformity with this RFP nor responsive to this RFP will be at the Bidders' risk and may result in rejection of the bid without assigning any reason. The decision of DGHG in this regard shall be final.

2.8 Definitions and Abbreviations

Words/Phrases	Definitions		
Contract	The Service Level Agreement entered into between DGHG and the selected Bidder.		
Contract Period	Period mentioned in the Contract.		
Contract Price	The price or prices (excluding applicable taxes) arrived at which will form the Contract Agreement.		
Bidder / Service	Bidder(s) who will be selected through the RFP (Tender) bidding		
Provider	process for the purpose of conduct CBT for DGHG. These words		
/Technology Partner (TP) /Vendor	i.e Bidder / Service Provider /Technology Partner (TP) /Vendor		
(1F)/Vendoi	have been used interchangeably having same meaning.		
City	Online examinations are likely to be held at examination centres, which could be located in NCT of Delhi or NCR.		
DGHG	Directorate General Of Home Guards, Delhi		
PMET	Physical Measurement & Efficiency Test		
Venue	Venue is a place where the Examination Centre is located. Each		
	Venue could have more than one examination Centre for holding		
	the CBT.		
Examination Centre	Examination Centre is the particular Hall / premises where the CBT is being held.		
Candidates	The prospective applicants who had applied For Enrollment as Home Guards Volunteer advertised by DGHG and who will participate in the online examination.		
Application Software	The Application Software used for inviting applications, conducting		
т фризония с с и и и и	the online CBT examinations and drawing required reports.		
Project	The entire Scope of Work as defined in the RFP.		
Project life-cycle	The Contract period.		
Question Paper (QP)	The entire question paper set up for online test.		
CBT	Computer Based Test or LAN Based Test using		
	desktop/workstations at examination centre connected in a LAN		
	having a local server (primary server and backup server).		

SLA	Service Level Agreement/Contract
Service Solution	The entire service including providing Hardware, software, application software, networking, setting and making the systems operational.
Shift / Session	Shift and Session used interchangeably to mean conducting the examination of one set of candidates, for a given time duration (Such as 2 Hrs and 3 Hrs etc). Shift / session may range from 1 to 3 in a day.

2.1 Ownership of this RFP

The content of this RFP is a copy right material of DGHG. No part or material of this RFP documentshould be published on paper or electronic media without prior written permission from DGHG.

SECTION-03:- SCOPE OF WORK

3.1 Scope of Work

(a) The Service Provider shall provide the services for various stages of online enrolment process. Service Provider will be responsible for conduct of CBT with pre and post work stages of online process till the submission of Final Merit list to DGHG on the basis of the criteria/parameters to be supplied by DGHG.

The following services shall be provided and be considered as part of the Scope of Work:

- 1. Designing of the URL/Application portal for receiving online applications and for online registration of the candidates including online gateway of DGHG for payment of application fees.
- 2. Scrutinizing the Applications as per criterion provided by DGHG and Generate roll numbers for eligible candidates for PMET with issuance of admit cards having date and venue for PMET followed by other pre exam activities will be done by selected bidder(s).(PMET will be conducted by DGHG)
- 3. Details of PMET qualified list will be provided by DGHG to selected bidder(s) for issuance of Admit cards to PMET qualified candidates with allocation of examination centers for CBT and allocation of date & venue for exam followed by other pre exam activities will be done by selected bidder(s).
- 4. Allotting the candidates to venues for online examination will be done by the Service Provider at least 30 days in advance.
- 5. Designing draft Application Form and admit cards and information handout, seeking the approval for the same from DGHG, preparing URL for uploading Application forms, downloading admit cards and providing the said URL to DGHG for web hosting on their website will be done by the Service Provider;
- 6. Preparing suitable test batteries/question papers, question bank as

mutually agreed upon; Services of eminent subject matter experts in the relevant disciplines shall be availed for preparation of relevant question papers. The finalized set/sets of question papers shall be used for computer based test (online examination). The service provider shall not keep any databank for setting up the questions. Each examination is treated as fresh and battery of question papers are set afresh according to the requirement of the assignment. An undertaking in this regard will be obtained by the service provider from paper setters.

- 7. Service Provider shall arrange for smooth and fair conduct of online examination;
- 8. Service Provider will depute suitable number of persons at each examination center and will also ensure the supply of software, power backup etc. at the venue;
- 9. Service Provider shall arrange registration by capturing face recognition, Iris, biometric impression, webcam, photo and attendance on exam day at the venue before the start of, during and after the end of the examination:
- 10. Service Provider shall arrange for preparation of final merit list with basic scores lists of all the candidates as per requirement and criteria provided by DGHG after incorporating Bonus marks and further arrange the issuance of on-Line Enrolment Offer letters to selected candidates.
- 11. Service Provider shall extend support and provide requisite information to the designated officials of DGHG on priority basis, in case of any legal dispute, court cases, RTI applications filed against the advertisement, requirement process or any other purpose;
- 12. Service Provider will ensure security, secrecy, confidentiality in all aspects of examination and DGHG data shared with the agency for the purpose of this enrolment.

(b) Obligation, Approach and Methodology on part of Service provider

- 1. Service Provider will constitute a Project Implementation Team (PIT) for successful completion of the assignment, on receipt of Letter of Award.
- 2. The Service Provider shall provide a list of provisionally eligible candidates as per eligibility criteria provided by DGHG.
- 3. It would be made clear in the Admit Card that candidature is provisional and is as per candidates' declaration and the same would be checked and verified from the original certificate at subsequent stages.
- 4. On approval of DGHG, the admit cards of the eligible candidates will be sent through email at their registered email addresses under the signature of authorized signatory of the DGHG both for PMET and CBT. In addition, a SMS alert will also be sent to the candidates for the same.
- 5. Service Provider shall also provide the facility of e-admit card by providing a link to DGHG website so as to enable candidates to

- download their e-admit cards for PMET and CBT. The e-admit card shall depict photograph and scanned signature of the candidate, date of birth, date/time of examination and also name and address of the examination center.
- 6. Attendance Sheets with scanned coloured photo (5" x 7") & Signature of the Candidates will be prepared and handed over to examination centers, a day in advance for matching photographs & signature of the candidates by the invigilator during the conduct of examination so as to ensure that only legitimate candidates are allowed to appear in the examination.
- 7. Services of eminent subject matter experts in the relevant disciplines shall be availed for preparation of relevant question papers for each advertised post. The finalized set/sets of question papers shall be used for computer based test (online examination). Service Provider shall not keep any databank for setting up the questions.
- 8. Service Provider will ensure that the personnel engaged with the various examination activities like technology partners or any other associated activity are of high level of integrity and have never been booked for any unlawful or fraudulent activities and Service Provider will submit an undertaking to DGHG to this effect. Service Provider will also ensure that their technology partners or any other authorized service provider will be selected through open tender/due process of law and the Service Provider will submit an undertaking to DGHG to this effect.
- 9. The Service Provider shall make arrangements for identifying online examination centers in mutually agreed places in NCT of Delhi/NCR, with sufficient trained manpower; Exam Center Administrator, IT Manager, Invigilators, Observers, support Staff etc. at each exam center. A list of such centers along with details like capacity and details of persons deputed etc. will also be provided to DGHG. Further, proof of identity in the form of Aadhar cards in r/o each person deployed by Service Provider will also be provided to DGHG immediately after exam is over.
- 10. Facilitation Counter shall be opened in the office of DGHG two (02) days prior to the date of examination to redress grievances of candidates, if any regarding the issue of admit cards. Service Provider shall depute its representative(s) for providing assistance at Facilitation counter at DGHG office and also conduct of examination at all centers in Delhi/NCR. The computer based test (online examination) shall be conducted in 02 or 03 sessions per day covering Saturday and Sunday or on week days (subject to receipt of larger number applications) under the overall supervision of center administrator appointed by Service Provider.
- 11. Required servers for a center will be provided for assured performance. Additional equivalent and suitable servers for back up and mirror servers will also be provided for maintaining audit trails of all activities of candidates during the course of examination. Sufficient additional/reserve client

- machines will also be provided at each center in case client machine is rendered non-functional due to technical glitches.
- 12. At the end of the exam, data regarding candidate response and audit trails on secured channel from local server to Central server shall be transferred/exported within 01 hour at the close of the exam to the main server. Additional equivalent and suitable servers for back up and mirror serverswill also be provided for maintaining audit trails of all activities of candidates during the courseof examination. Complete logs of server, system drives of results and candidate data of the online examination should be secured as per accordance of IT act.
- 13. Service Provider shall undertake all the activities relating to publication of draft answer keys, inviting of objections, finalization of answer keys and preparation of results by applying the answer keys to the responses made by candidates.
- 14. In case of multiple shifts, moderation/normalization formula as being followed by prominent recruitment agencies will be exercised by the Service Provider.
- 15. The CBT results after incorporating bonus marks as per criteria provided by DGHG will be submitted in non-editable form to the authorized designated officials of DGHG.
- 16. Service Provider shall not disclose its name or identity or any sensitive matter regarding the subject assignment to any public/candidate/press or any other person.
- 17. In case any additional activity is unavoidable for conduct of examination and not covered under the scope services of Service Provider but is required to be performed for smooth conduct of examination, in such a situation, Service Provider shall carry out such activity in the interest of the project and DGHG will consider payment of such activity performed by Service Provider asis mutually agreed.
- 18. Service Provider will ensure that the examination centers are safe and secure from any remote access and that adequate protection is provided for maintaining security of the server against any external cyber access to manipulate or compromise the data including the question papers.
- 19. Service Provider will ensure that adequate measures are taken to ensure security at all stages of data processing, including but not limited to:
 - a. Data storage at Central Data Center.
 - b. Data transmission from Central Data Center to examination center.
 - c. Data processing at examination center.
 - d. Sanitization of nodes/servers at examination centers before the exam.
 - e. Data Transmission from examination center to the Central Data center.
- 20. On completion of the project, Service Provider shall handover the result and hardcopies of attendance sheets and soft-copies of other relevant documents within 45 days from the date of submission of

CBT result; The soft copies shall include the entire video footage including CCTV footage collected both outside and inside the examination center along with biometric records collected of candidates by Service Provider within 10 (ten) days of conduct of examination.

21. Arrangement of Jammers at examination centers on the day of exam shall be provided by the service provider.

(c) Obligation, Approach and Methodology on part of DGHG

- 1. DGHG shall issue Letters of Award (LOA) to the Service Provider indicating the estimated cost of conduct of each exam and release of the 1st installment as per the terms of payment;
- 2. DGHG shall nominate a Nodal Officer/Group of Officers to coordinate with the Service Provider's Project implementation Team. DGHG nominated official will provide all relevant inputs and clarifications from time to time.
- 3. DGHG will conduct PMET and provide the list and details of qualified candidates to service provider for conduct of CBT for PMET qualified candidates only.
- 4. DGHG shall write to the area police station of individual examination center for deployment of police personnel at examination center for safe and secure conduct of computer based test (online examination).
- 5. The DGHG may depute at least one official representative as Observer(s) to each examination center. However, in case DGHG decides otherwise, the same may be intimated. In case DGHG deputes its official during the conduct of examination at examination center then in such case, the list of the nominated officials shall be provided to Service Provider. The deputed DGHG officials shall be required to sign a certificate along with Service Provider representative/observer with regard to the commencement and successful conduct of computer based test (online examination) after completion of the examination, for record.
- 6. DGHG shall authorize the Service Provider in writing to generate one e-mail account on their behalf for dispatch of admit cards and attending the queries of the candidates through onlinemode.
- 7. DGHG will provide the eligibility criteria for ENRLOMENT of Home Guards volunteers for short-listing the candidates. Based on the DGHG's criteria, the candidates will be shortlisted online and provisional admit cards for PMET & CBT will be sent to the candidates, subject to final approval of DGHG.
- 8. DGHG shall provide details of indicative syllabus coverage, difficulty level etc. in a laid down template of IRD supplied by the Service Provider
- 9. The Service provider is required to provide the biometric/Iris and photograph captured during the exam at various stages to DGHG to enable for matching the bio-metric/Iris and photographs with that of the candidates at the time of document verification before final

- selection and after final selection as per requirement of User Department.
- 10. In case of any court case arising out of the complaint lodged by any candidate or any third party, the Service Provider will provide relevant inputs as available to DGHG in addressing the matter.
- 11. Subject to provisions of RTI Act, 2005, DGHG shall process & finalize all cases pertaining toRTI Act in connection with the subject recruitment process. However, Service Provider shall provide necessary information/clarification as available to DGHG, if required, under third party obligations under RTI Act 2005 and Delhi Right to Information Act 2001 to the DGHG.
- 12. DGHG is at liberty to carry out 3rd party/STQC Audit to validate entire process involved inconduct of on-line exam.

Details of each of the activities of Scope of Work is listed in **Section 6** under the Heading **"Technical and Functional Requirements"**

Note: Items in the list(s) under "Scope of Work" in Section 3 is not exhaustive and may undergo minor changes and few more may get added up depending on the real time requirements during the contract period. Major changes, if any shall be ratified by "Change Request procedure."

3.2 Expected Volumes (In terms of number of candidates)

The number of candidates may vary as number of online applications received against enrolment of 10,285 Home Guard Volunteers as per advertisement by DGHG. However in 2016 for enrolment of 6,943 Home Guard Volunteers 1,25,169 applications were received. Further, CBT is to be conducted for the candidates who qualify PMET as such number of candidates for whom CBT is to be conducted will be less than the eligible candidates applied for it. It is pertinent to mention that the Rate per candidate to be quoted is for per candidate for whom CBT is to be conducted.

3.3 Single Point of Contact

- 1. The selected Bidder shall appoint a single point of contact with whom DGHG will deal for any activity pertaining to the requirements of this Tender Document till the acceptance of the Bid.
- 2. After signing of the contract, the bidder shall provide a single point of contact providing name, contact no, landline no, email id etc. with whom DGHG shall deal with for any issues arising during the Contract period. The point of contact should invariably available (24x7) to DGHG.

3.4 Dedicated Team to be positioned in DGHG

Bidder should deploy a dedicated team permanently available on the day of Examination at DGHG premises to take care of all technical issue like patch up-gradation, live monitoring of examination, venue

SECTION 4- MANDATORY ELIGIBILITY CRITERIA

4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements. The Bid must be complete in all respects and should cover the entire scope of work. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation and decision of DGHG in this regard shall be final.

4.2 Eligibility Criteria

S.N o	ELIGIBILITY	REQUIRED DOCUMENTS		
Α	The Bidder should be a Government organization/Government agency, Govt. undertakings/ PSUs/PSEs registered under Companies Act.	Please submit: 1. Articles of Association 2. Memo of Association 3. Certificate of Incorporation.		
В	The Bidder should have annual average turnoverof minimum Rs. 200 Crore in the 3 financial years of the last 5 financial years.	This must be supported by related audited financial statements (Reports) for the 3 relevant financial years.		
С	The Bidder should be a profit making organization OR have positive net worth in the 3of the last 5 financial years.	This must be supported by relevant auditedfinancial statements (Reports)		
D	The turnover and other financial credentials have to necessarily be of the bidder and such credentials of Group/parent company will not be acceptable.	Self-declaration on official company letterhead with sign & seal to be submitted		
F	The Data Centre must be of minimum Tier III andmust have latest ISO 9001, 27000, 27001 certification.	Attach Proof.		
G	The vendor must have valid Vulnerability Assessment and Penetration Testing(VAPT) and IT Security Audit Certificate of the application software, carried out within last one year.	Attach Proof.		
н	The Bidder must be the owner of the application software for conducting online examinations OR should be an authorized licensee of the application software.	Attach proof		
ı	The Bidder must have experience of having conducted online exams in India in any of the last 3 Financial years with a minimum of: > 10 lakh candidates (in a year) for 1 reputed organization.	Copy of Invoice and/or Client certification to be submitted.		

	OR	
	5 Lakh each (in a year) for 2 reputed organizations.	
	OR	
	2.5 lakh each (in a year) for 3 reputed organizations.	
	OR	
	A total of minimum 40 lakh candidates in	
	three of last five financial years for	
	reputed organizations.	
	The Bidder must have experience of having	Required Proof has to be
	conducted online examinations in India with	submitted. ClientReference,
J	a minimum of 10,000 candidates in one	Provide details.
	session and 30,000 per day, for reputed	
	organization within the last 3 financial years	
	in Delhi/NCR.	
	Set procedure for sharing candidatedata	Confirm acceptability
K	(along with photographs, signature and other	
	details which has to be adhered to by the	
	bidder(s).	

	The Application software must support questions	Confirm availability		
_	in English & Hindi. The application software			
	must a support all questions to be uploaded			
	as image.			
	The bidder should not have been blacklisted			
	by Central/State Government Departments/	Fill Annexure T-3 Self-declaration		
М	Undertakings. There should not be any			
	complaints of question paper leakage or	on official letter head with sign & seal to be submitted		
	mismanagement of exams against the	sear to be submitted		
	bidder. Also should not have been declared			
	NPA by any of banking and financial			
	institutions.			
	The bidder shall not have a conflict of			
	Interest that affects the bidding process. Any	Self-declaration on official letter		
N	bidder found to have a conflict of interest	head with sign & seal to be		
	shall be disqualified. Whether a situation	submitted		
	amounts to conflict of interest or not shall be	Submitted		
	determined by DGHG and its decision shall			
	be final			

O	Neither any penalty should have been imposed upon the bidder for failure to perform any contract as evidenced by imposition of any penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract in the 5 years. The bidder should certify the same by means of an affidavit.	Attach the affidavit (Rs. 500/- Non-judicialstamp paper and notarized)
P	There should not be any enquiry/court case against the bidder registered in any of the courts or vigilance organization like CBI, EOW, SIT, STF, CVC etc. and he will certify this by means of an affidavit.	Attach the affidavit (Rs 500/- Non- judicialstamp paper and notarized)
Q	The bidder must deploy at least two of its own employees (on its roll – one Centre Head and one IT Administrator) in each venue per 250 candidates for conduct of online examination	Self-Declaration

Note:

- Bidder should not provide financial details & other corresponding details of the group company/franchisee/sister company but of only that bidding entity which is conducting exams.
- > Each Parameter/Criteria which is utilized for technical assessment has to be supported by relevant documentary proof, attached as separate annexure for the required period only with proper label and numbering. In case documentary proof is not submitted by the bidder, the same will not be considered for technical assessment.

4.3 Eligibility Criteria Response Sheet

The Bidders should complete the Eligibility Criteria Response Sheet as given in **Annexure E-3.** Failure to provide the desired information and documents may lead to disqualification of the Bidder. No further correspondence will be entertained in this regard.

SECTION 05:- INSTRUCTION TO BIDDERS

A. The Bid Document

5.1 TD

- 5.1.1 TD means Tender Document.
- 5.1.2 Bid, TD and RFP are interchangeably used to mean the same. Similarly, Bidder, Service Provider and Technology Partner are interchangeably used to mean the same. CBT and LBT mean the same online test taken using workstations/terminals in LAN with local server.
- 5.1.3 The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid either not in conformity or non-responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of his bidwithout any further reference to the Bidder.
- 5.1.4 Incomplete and /or conditional bids shall be liable to be rejected.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid and DGHG shall, in no case, be held responsible or liable for refund of these costs, regardless of the conduct or outcome of the bidding process.

5.3 Clarifications of Bidding Documents

- 5.3.1 A prospective Bidder requiring any clarification of the Bidding Documents may communicate to DGHG either in writing or through email any time prior to the closingdate of submission of bids for receiving such queries as mentioned in Section 1.
- 5.3.2 The Bidders shall submit the queries only in the format given below:

Sr. No	Document Reference	Page No	Claus e No	Descriptio n in TD	Clarification Sought	Additional Remark (if any)

5.4 Pre-Bid Meeting

- 5.4.1 DGHG will organize a pre-bid meeting and Bidders are welcome to attend at the time and date mentioned in Section 1. The purpose of the meeting will be to clarify issues and answer questions on any matter that may be raised at this stage with particular attention to issues related to the Technical Requirements. Bidders are advised to send their queries through email in advance, at least a day before the meeting so that they can be studied and responded accordingly.
- 5.4.2 Replies to all the clarifications, modifications received through email and those raised during pre- bid meeting will be uploaded on DGHG website. Any modification to the Bidding Documents which may become necessary as a result of the pre-bid meeting shall

- be made by DGHG by issuing an Addendum, which will be hosted on DGHG website.
- 5.4.3 Prospective Bidders may attend the pre-bid meeting. Interested bidders can confirm this through e- mail by 3 PM on the previous day of the Pre-Bid meeting.

5.5 Amendment of Bidding Documents

- 5.5.2 At any time prior to the deadline for submission of bids, DGHG, may, for any reason, whether atits own initiative or in response to a clarification sought (requested) by a Bidder, may amend the Bidding Documents.
- 5.5.3 Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be uploaded on DGHG website, and shall be binding on the Bidders. It will be assumed that the amendments contained in such Addenda/corrigenda had been taken into account by the Bidder while submitting its Bid.
- 5.5.4 In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, DGHG may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be uploaded on DGHG website. However, this is not a necessary / mandatory obligation on the part of DGHG.
- 5.5.5 From the date of issue, the Addenda/corrigenda to the tender shall be deemed to form an integral part of the TD (Tender Document).

B. Preparation of Bid

5.6 Bid Price & Penalty

- 5.6.2 Prices shall include taxes, duties levies, and fees whatsoever. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.
- 5.6.3 The bidder shall express their bid prices in **Annexure C-2** in Indian Rupees. The prices quoted by the bidder shall remain fixed during the entire PROCESS of Agreement contract and shall not be subject to variation on any account. A bid submitted with adjustable/flexible/conditional price quotation will be treated as non-responsive and rejected.
- 5.6.3 **Penalty:** There shall be penalty imposed on the bidder per venue basis for part or complete failure or disruption (technical or otherwise) to conduct the examination in a particular venue as per schedule. Penalty clause shall be decided with the successful bidder at the time of signing the contract and will be included in SLA.

5.7 Earnest Money Deposit (EMD)/Bid Security

As per Rule 170(iii) of GFR 2017, in place of bid security, bidders are required to sign a bid securing declaration accepting that if they withdraw or modified their bid during the period of validity, of if they are awarded the contract and they failed to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, they will be suspended for 12 months from being eligible to submit bids for contracts with the DGHG.

5.8 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time.

5.9 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, DGHG may request the Bidders consent to an extension of the validity period. The request and response shall be made either in writing or email. Extension of validity period by the Bidder should be unconditional and irrevocable.

5.10 Signing of Bid

- 5.10.1 The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure E-7) or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.
- 5.10.2 All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the authorized person or persons signing the bid.
- 5.10.3 The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

5.11 Contents of the various stages

5.11.1 Mandatory Eligibility Compliance, Bid Offer

etc. This shall contain following items

- **1.** Bid Offer form— Annexure E-1.
- **2.** Bidder Information Annexure E-2
- 3. Filled Compliance to Mandatory Eligibility Criteria Annexure E-3
- **4.** Declaration that the Bidder is the owner/licensee of the Application for conducting onlineexaminations E-4
- **5.** Declaration of Acceptance of Terms and Conditions Annexure E-5
- **6.** Declaration of Acceptance of the Scope of Work Annexure E-6
- 7. Power of Attorney (on Stamp Paper) or Board Resolution for Signing of Bid Annexure E-7
- **8.** Other undertakings Annexure E-8.
- **9.** Last three FY audited balanced sheet and profit and loss statements.
- 5.11.2 Technical Compliance, Non-Disclosure Agreement (NDA), Client

Ref. etc. This should contain following items:

- 1. Filled Compliance to Technical and Functional Requirement form—Annexure T-1
- 2. Filled Technical Score Matrix form—Annexure T-2

- 3. Declaration Regarding Clean Track Record by Bidder Annexure T-3
- **4.** Client details for Reference– Annexure T-4
- **5.** Project Plan Annexure T-5
- **6.** Short description of the proposal Annexure T-6
- **7.** Non-Disclosure Agreement Annexure T-7
- **8.** Quality Assurance Group Annexure T-8

Bidders are advised to describe proposed work covering all the above mentioned points and Technical specifications as per Annexure T1. DGHG reserves the right to take appropriate action in this regard.

The Technical Bid shall not include any financial information. If the Technical Bid contains any financialinformation the entire bid will be rejected.

5.11.3 Commercial Bid:

This shall contain following items

- 1. Commercial Bid form Annexure C-1
- 2. Commercial price format Annexure C-2.

5.12 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.13 Bid Language

The Bid shall be in English Language.

5.14 Rejection of Bid

- 5.14.1 The Bid is liable to be rejected if the document doesn't bear signature of authorized person.
- 5.14.2 If it is received through E-mail/Postal/courier or any other mode which is not specified for submission of Tender.
- 5.14.3 If it is received after expiry of the due date and time stipulated for Bid submission.
- 5.14.4 Incomplete/incorrect Bids, including non–submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by DGHG.
- 5.14.5 No bid shall be rejected at the time of bid opening, except for late bids.

5.15 Deadline for Submission

The last date of submission of bids is given in Section-1, unless amended by DGHG through its website.

5.16 Extension of Deadline for submission of Bid

DGHG may, at its discretion, extend the closing date of submission of bids by amending the Bidding Documents which will be intimated through DGHG website, in which case all

rights and obligations of DGHG and Bidders will thereafter be subject to the deadline as extended.

5.17 Late Bid

Bids received after the scheduled time will not be accepted by the DGHG under any circumstances. DGHGwill not be responsible for any delay in submission of bid.

5.18 Modifications and Withdrawal of Bids

No withdrawal or modification of the Bid will be allowed after the closing date of submission of bids.

5.19 Right to Reject, Accept/Cancel the bid

- 5.19.1 DGHG reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.
- 5.19.2 DGHG does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. DGHG also has the right to re-issue the Tender without the Bidder having the rightto object to such re-issue.
- 5.19.3 Bidder has to show compliance to each and every clause. No column of the bid should be left blank. Incomplete bid will summarily be rejected.
- 5.19.4 DGHG reserves the right to accept or reject any bid or cancel the tender proceedings without assigning any reason whatsoever.

5.20 TD Abandonment

DGHG may at its discretion abandon this TD process any time before notification of award.

5.21 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages after meeting mandatory eligibility criteria: Stage 1 At this stage, Technical criteria will be evaluated for those bidders who qualified mandatoryeligibility criteria.

Stage 2 In the second stage the Commercial Bids will be evaluated of those bidders who technically qualified.

In the end of stage 2 will finally declare successful bidder(s).

Note: Incomplete and /or conditional bids shall be liable to be rejected.

5.22 Number of Bids

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The bidder shall submit only one bid. If more than one bid is submitted, then the bidder shall not be invitedfor opening of financial bids and his financial bids shall not be opened.

5.23 Contacting DGHG

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact DGHG for seeking any clarification in any matter related to the bid, it should do so

either in writing or through email by seeking such clarification/s from an authorized person of DGHG. Any attempt to contact DGHG with a view to canvas for a bid or put any pressure on any official of the DGHG may entail disqualification of the concerned Bidder or his Bid.

SECTION 6- BID OPENING

6.1 Opening of Bids

Bids will be opened in 2 stages after meeting the mandatory eligibility criteria:

- a. Stage 1 Technical bid.
- b. Stage 2 Commercial bid

Bids will be open in the presence of Bidders' authorized representative who choose to be present on the date, time and address mentioned in Section 1 or as amended by DGHG from time to time.

The representatives of the Bidder have to produce an authorization from the Bidders by way of letter or email to represent them at the time of opening of bids. Only one representative will be allowed to represent each Bidder. In case the Bidders' representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the DGHG.

The Bidders' representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for DGHG, the bids shall be opened at the appointed time and place on next working day.

6.2 Opening of Mandatory Eligibility Criteria and Technical Bids

Stage 1- Only those Bids which meet eligibility criteria and Technical evaluation will qualify for Commercial evaluation.

A. Eligible bidders would further qualify for stage 2

6.3 Opening of Commercial Bids

Stage 2- Those Bidders who qualify technically will be intimated by email the date, time and address foropening of Commercial Bids.

SECTION - 7 BID EVALUATION

7.0 Mandatory Eligibility Criteria:

The evaluation shall be strictly based on the information and supporting documents provided by the bidders. It is the responsibility of the bidders to provide all supporting documents as listed in the TD necessary to fulfill the Mandatory Eligibility Criteria which is given in Section 4 of this document.

7.1 Preliminary Scrutiny of Bids

- 7.1.1 The evaluation process would consider whether the bidder has requisite prior experience and expertise to address DGHG's requirements and objectives. The evaluation process will gauge the extent of thought process that has gone behind the preparation of the Bid, the degree of clarity, understanding of DGHG's stated objectives and the level of commitment exhibited by the bidders in partnering with DGHG. The demonstration of the Bidder's capability to walk along till the last mile to complete the enrolment of Home Guard volunteers would also be considered.
- 7.1.2 DGHG will examine the bids to determine whether they are complete, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.
- 7.1.3 Eligibility and compliance to all the forms and Annexure would be the next level of evaluation. Only those Bids which comply with the Eligibility Criteria will be taken up for further technical evaluation.
- 7.1.4 DGHG may waive off any minor informality, non-conformity or irregularity in the bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 7.1.5 To assist in the examination, evaluation and comparison of bids DGHG may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 7.1.6 Written replies submitted in response to the clarifications sought by DGHG, if any, will be reviewed.
- 7.1.7 If a Bid is not substantially responsive, it will be rejected by DGHG and may not subsequently be made responsive by the Bidder by correction of the nonconformity. DGHG's determination of bid responsiveness will be based on the content of the bid itself.
- 7.1.8 If a bidder does not provide clarifications sought within the prescribed time, then his bid shall be liable to be rejected. In case the bid is not rejected, DGHG may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the DGHG.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- a) The technical evaluation will be done on critical parameters and commercial evaluation will bedone only for those who are successful in technical bids.
- b) If the technical criteria are not properly maintained by the bidder, then such bid will not beconsidered for technical evaluation & can be rejected.
- c) Compliance to Technical and Functional specifications as specified in the TD.
- d) Bidders experience in implementing similar assignments with other clients.
- e) DGHG may interact with the Customer whose references are submitted by Bidder, if required.
- **f**) The Bidders are required to provide documentary evidence, wherever available, for the Technical and Functional Specifications stated in **Annexure T-1.**
- g) Commercial bids of only those who qualify in Technical bid and having scored 75 percent or morewill be opened.
- h) Incomplete bid / conditional bids shall be liable for rejection.

7.3 Technical Scoring Criteria:

Technical Evaluation Matrix

(The score will be out of 100 and based on the following criteria given below)

Poin t	year')				
	The Bi	dder must host the application in a Tier III Data Cer	ntre (including		
	DR) wł	nich must be located in India, owned by the Bidder	or by a third		
1	party, and have latest ISO				
		MMI Certification (9001, 27000, 27001 as well as C	MMI level 5)	5	
	Α (Own data Centre & DR	15		
		Own Data Centre & hired DR	10		
	CH	Hired Data Centre & own/hired DR	5		
	Total N examin	No of Candidates examined in last 06 years through	CBT		
		1.0 Cr and above	35		
2		50 lakhs and above	30	3 5	
	C 2	20 lakhs and above	25	5	
	D 1	10 lakhs and above	18		
	E 5	5 lakhs and above	12		
	Maxim	um number of candidates handled successfully in a	single		
	session in last 06years in Computer Based Test(CBT) in India				
3	Α 5	50,000 and above	10	10	
	В 2	20,000 and above	8		
	C 1	10,000 and above	5		
	Per da	y capacity of conducting CBT in Bidder Owned/Hire	ed Venue in	_	
4	A	Above 50,000	10	1 1	
	B I	n the range of 30,000 to 49,000	8	0	

	С	In the range of 20,000 to 29,000		5		
	Total Seats capacity including computer nodes available in single					
_		on in the		_	_	
5	owned/hired venues (number indicated in point 6 above) capacity in					
		/NCR		_	0	
	A 25,000 and above 10					
	B 20,000 to 24,999 8					
	С	10,000 to 19,999	,	5		
	Total Seats capacity including computer nodes available in single					
6	session in all thevenues (owned plus hired) in India.					
	Α	50,000 and above	1	0	10	
	В	20,000 and above	8	3		
	С	10,000 and above	į	5		
	Face	Recognition, IRIS Scan and Biometric Capture facili	ty			
7	Α	IRIS Scan and Biometric Data Capture with photo	1		1	
'		&	C)	0	
		signature			O	
	В	Only Biometric data capture with photo & signature	Ũ	3		
				Total	10	
					0	

7.4 Evaluation of Commercial Bids

SI.	Item	Basic Unit Price (i.e.	GS	Т	Any other	Unit Price
N		Rates / charge per			statutory	inclusive of all
0		Candidate per shift)			levies/	statutory levies&
		exclusive of all			taxes	taxes
		statutorylevies & taxes				(G=C+E+F)
Α	В	С	D	Е	F	G
1	Computer					/
	Based Test per					/
	Candidate (in					
	both figures and					
	words)					

Note:

- Price should be written both in figures and words.
- Rates shall be quoted based on "per candidate per shift" and shall include all levies in respect of things mentioned in the paras related to the scope of work including any incidentals thereof.
- Lowest Commercial bid will be determined on the basis of total amount quoted in column 'C' of the Commercial bid.
- The bidder will have to substantiate the taxes and levies claimed by him in each invoice (bill). The bidders will thus be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment consequent upon the

award of the contract arising out of this TD.

7.5 Final Evaluation of Bids

The Bidder with the lowest quoted rate will be considered for award of the contract. In the event of a tie, the extant guidelines prevailing from time to time on the subject shall be followed for processing of the bids.

Note: Selected Service Provider/s has/have to conform to all work processes as mentioned in the Scope of Work.

SECTION 8 - TERMS AND CONDITIONS

8.1 Notification of Award

After selection of Bidders and after obtaining internal approvals and prior to expiry of the Bid validity, DGHG will send Notification of Award to the selected Bidder(s).

8.2 Signing of Contract

Within 30 days of receipt of Notification of Award or as mutually agreed, the successful Bidder/s shall execute the Contract (Service Level Agreement) with DGHG.

8.3 Performance Bank Guarantee

The selected Bidder/s shall provide Performance Bank Guarantee for an amount as per GFR, as performance of all its obligations, within 15 days of Notification of Award, valid for 3 years as per **Annexure 1**(Section 11) with claim period for 6 months. The Performance Bank Guarantee shall have an additional clause that it shall be extended for a period of 2 years, if the Contract period is extended for further 2 years with claim period for 6 months.

8.4 Completion of the Task

The total number of candidates appearing for an examination at each Centre/Venue will be communicated by DGHG to the Bidder, before the examination as given in the Scope of Work. Bidder is required to share with DGHG well in advance the addresses of exam centers shortlisted for conducting exams.

An examination is deemed to have been completed only when the Bidder has completed the examination **successfully** at all Centers / Venues and all the candidates present have been able to take the examination at all the Centers/Venues without any failures as also the response data and other necessary data are made available to DGHG.

The selected bidder(s) has to successfully complete all the tasks as specified in the Scope of Work, the final work being the successful submission of marks/merit list/result prepared in accordance with the Terms & Conditions of the Advertisement.

In case of failure, solely and entirely attributable to the bidder, at any Venue, wherein even if one candidate is unable to appear, besides the compensation that would be applicable, the Bidders shall conduct the re- examination successfully within the next 30 days and only thereafter the invoice for payment for the entire examination shall be raised and submitted.

8.5 Payment Terms

8.5.1 The terms of payment shall be as under subject to raising of invoice/bills:

- 1. 10% of the estimate project cost plus applicable GST/Taxes along with the letter of award.
- 2. 20% of the actual project cost of the project plus applicable GST/Taxes along with differential cost between the estimated cost and actual cost to the extent of 1st installment after the issue of e-admit card.
- 3. 50% of the actual project cost plus applicable GST/Taxes and any excess/shortfall in the payment immediately after conduct of the examination.
- 4. Balance 20% plus applicable GST/Taxes and any excess/short fall in the payment within a fortnight after submission of merit list of shortlisted candidates.
- 5. The payment to be released through cheque/e-banking mode in favour of the successful bidder payable at New Delhi.
- 6. In case of any failure at any Centre/Venue on the part of Bidder, Bidder will be subjected to pay compensation as stipulated in the TD and will have to undertake the responsibility of re- conduct of the test at no extra cost to DGHG. Final payment will be released only after successful conduct of the examination of all centers /venues that have been allotted and complete data is made available to DGHG.

8.6 Taxes and Duties

- 8.6.1 The Bidder must be registered under GST Reg. No. All taxes that are deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.
- 8.6.2 Prices shall not include taxes, duties levies, and fees whatsoever. However they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.
- 8.6.3 The benefits realized by the Bidder at any point of time due to lower rates of taxes, duties, charges and levies shall be passed on by the selected Bidder to DGHG.
- 8.6.4 Any upward revision in Taxes will be considered by DGHG as and when it is raised by theGovernment and payment will be made accordingly.

8.7 Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained. The prices shall be quoted as per format given in Annexures C-2. Statutory levies if any shall be shown separately.

8.8 SLA

The selected bidder needs to execute a SLA with DGHG covering all terms and conditions of this Tender Document within 30 days of issuing the notification of award. SLA will cover performance and availability of the services and penalties.

The performance of the selected bidder shall be reviewed on every stage of work and on monthly basis and DGHG reserves the right to terminate the contract at its sole discretion by giving three months notice without assigning any reasons.

8.9 Compensation:

- ➤ In case of any delay in the examination for more than 30 minutes, no charges to be paid for the registered candidates of that particular Centre/venue. The delay will be measured through the log of the system.
- > For any other disruptions including change in venue after notification shall be mutually agreed upon asper SLA terms.
- For following scenario, Bidder would re-conduct the examination without any additional cost:
 - 1. Technical Fault from Bidder side
 - 2. Operational fault from Bidder side
 - 3. Natural calamity
- ➤ However, if the test is to be re-conducted because of any reasons of DGHG, DGHG would pay as per applicable rate.
- ➤ DGHG will not pay any compensation in the event of an examination getting postponed due to various other reasons. Regular charges will be paid when the examination is held subsequently. However, DGHG shall pay suitable amount as compensation if any examination is cancelled within 15 days of the date of the examination. The quantum of compensation will be decided mutually and shall be included in the SLA at the time of executing the Contract.

8.10 Support & Maintenance

Bidders should have in-house quality assurance group and a strong quality management system to doquality check of the application software. Bidder should be able to substantiate the capability (as per format in Annexure T-9)

8.11 Observation of LAWS

The Bidder and after selection the selected Bidder shall be duty bound to observe all the Laws, Rules, Regulations, Policies and Procedures and Guidelines of the GNCTD/Government of India as in force from time to time.

8.12 Intellectual Property

All IPR including the source code and materials developed or otherwise obtained independently of the efforts of either Party under the Agreement, including any enhancement or modification thereto shall remain the sole property of that Party. During the performance of the services of the agreement, each party grants to the Service Provider a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the Service Provider solely for the performance of such services to be provided under this the Agreement and for duration of the term of the Agreement. Either of parties will have no right to sell any work of the Service Provider to

a Third Party. In no event shall any party be precluded from independently developing for itself or for others, anything, whether in tangible or non tangible form, which is competitive with, or similar to, the deliverables, set out in the Agreement. In addition, subject to the confidentiality obligations, parties shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are required or used in the course of providing the services.

8.13 Confidentiality

The parties acknowledge that, in the course of their negotiations under this the agreement, it may be necessary for one party to provide documentation, technical and business information and/or intellectual property, in whatever form recorded (Collectively, "Confidential information"), to the Service Provider. All Confidential information provided or disclosed by either Party hereunder shall remain the property of the DGHG, and shall be held in strict confidence by the receiving Party, unless the furnishing Party otherwise consents in writing or unless disclosure of such Confidential Information is required by the applicable laws. Confidential Information furnished by any Party hereunder:

- (i) Shall not be reproduced or copies, in whole or in part, by the receiving Party except for use as specifically authorized by the agreement
- (ii) Shall, together with any copies thereof, be returned to the disclosing Party or at the request of the disclosing Party, destroyed, when no longer needed for purposes the agreement; and
- (iii) Shall only be disclosed by the receiving Party to its employees who have a need to know such Confidential Information in connection with performance of the agreement; and who have agreed to comply with the confidentiality obligations set forth herein.
- (iv) Both the parties will maintain confidentiality in respect of rates, terms and conditions of award of this recruitment assignment to the Service Provider for conduct of computer based test (online examination) till declaration of the results by DGHG.

8.14 INDEMNITY

The operational requirement for accomplishment of the assignment is excluded from the condition of Indemnity

The Bidder shall indemnify, protect and save DGHG and hold DGHG harmless from and against allclaims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

- (i) An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,
- (ii) Breach of any of the terms of this Agreement or breach of any representation or

- warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,
- (iii) Bonafide use of the deliverables and or services provided by the Bidder,
- (iv) Misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,
- (v) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this Agreement,
- (vi) Breach of confidentiality obligations of the Bidder,
- (vii) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, subcontractor or any of their employees by the bidder for the purpose of any or all of the obligations under this Agreement.

The Bidder shall further indemnify DGHG against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on DGHG for malfunctioning of the equipment or software or deliverables at all points of time, provided however, DGHG notifies the Bidder in writing immediately on being aware of such claim, and the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk.

The Bidder shall indemnify DGHG (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- 1. Non-compliance of the Bidder with Laws / Governmental Requirements.
- 2. Intellectual Property infringement or misappropriation.
- 3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
- 4. Breach of any terms of Agreement, Representation or Warranty.
- 5. Act of omission or commission in performance of service.
- 6. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities, compensation suffered by DGHG arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save DGHG against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all

the hardware, software and network equipment's or other systems supplied by them to DGHG from whatsoever source, provided DGHG notifies the Bidder in writing as soon as practicable when DGHG becomes aware of the claim.

8.15 Bidder's Liability

The selected Bidder will be liable for all the deliverables. The Bidder's aggregate liability in connection with obligations undertaken as part of the Project regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract.

8.16 Termination of Contract

- a) The Agreement shall be terminated by either party by giving six months notice in writing to the other party for a reason to be communicated to the other party in writing. However, this notice period of six months shall be reckoned from any date after twelve months from date of signing of the Agreement.
- b) In case of default, the parties reserve the right to terminate the Agreement by giving one month's notice to rectify the default, failing which the parties will be at liberty to terminate the contract.
- c) However, the parties hereto shall nevertheless be bound to observe the terms of the Agreement in all respect up to the time all assignments in hand are completed even if the same be beyond the currency of the contract.

8.17 Force Majeure

Force majeure is herein defined as any cause which is beyond the control of both the parties (DGHG and the Service Provider) as the case may be, which they could not foresee and which may substantially affect the performance of the Agreement such as:

- a. Acts of a Government, domestic or foreign, including but not limited to war declared or undeclared, priorities, guarantees embargoes etc.
- b. Any riot or civil commotion
- c. Any earthquake, floods, tempest, lightning, epidemic or other acts of God or public enemy.
- d. Inability to secure material or transportation facilities due to the acts/omission of carriers/railways orother means of transport;
- e. Any strike or lockout (only those including 10 continuous days in duration affecting the work.)

The failure of party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default, under the Agreement in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement. A party affected by an event of Force Majeure shall take reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum of delay.

A party affected by an event of Force Majeure shall notify the Service Provider of such event as soon as possible and in any event, not later than ten(10) days following the occurrence of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.

The parties shall take all reasonable measures to minimize the consequence of any event of Force Majeure.

Any period within which a party shall, pursuant the Agreement complete any action or task, shall be extended for a period equal to time during which such party was unable to perform such action as a result of Force Majeure.

8.18 Order cancellation

DGHG reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to DGHG alone:

- A. Serious discrepancy observed during performance as per the scope of the project.
- B. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder/Bidder turns out to be incorrect and/or conceals or suppresses material information.

8.19 Resolution of Disputes

- (i) In the event of any question, dispute and/or difference whatsoever arising under the Agreement or in connection therewith including any question relating to existence, meaning and interpretation any clause of the Agreement or any alleged breach thereof, the same shall be resolved as far as possible by mutual discussions and consultations between the parties of the Agreement.
- (ii) Any dispute remaining unsolved, the same shall be settled by way of arbitration proceedings to be conducted by a sole arbitrator to be appointed by the Lt. Governor of National Capital Territory of Delhi. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time.
 - a. The Language of Arbitration shall be English and place of Arbitration shall be Delhi.

8.20 Applicable Law & Language

The Agreement shall be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Agreement. The applicable Laws to the Agreement shall be Indian Laws and the same shall be under the jurisdiction of the courts at Delhi.

8.21 Addresses for Notices

Following shall be address of DGHG and BidderDGHG address for notice purpose:

The Commandant (Home Guards); Directorate General Of Home Guards, Nishkam Sewa Bhawan; Central Training Institute Complex, Raja Garden, New Delhi- 110027 (Bidder's address for notice purpose: (To be filled by the Bidder)

SECTION 9 - TECHNICAL AND FUNCTIONAL REQUIREMENTS

Details of each of the activities of Scope of Work are listed below:

9.1		Application Software and Central Server
Application	1	The application software for conducting online examination must be
Software		either owned (ownsource code) by the Service Provider or must be duly
and		licensed.
Central		
Server		
	2	The servers proposed to be used for the online examinations must not be
		end of support / life for next 5 years and covered under warranty at the time
		of examinations and must match in terms of processing capacity with the test
		application requirements.
	3	The server must be hosted in a minimum tier III Data Centre in India with all required
		facilities.
	4	Examination platform must be able to support online and LAN based question
		delivery(Computer Based Test).
	5	The application software must have facility to centrally monitor (at DGHG)
		online status of ongoing examination (e.g. No. of candidates registered,
		present, delayed, taking exams, completed etc.) at different venues. through
		a Command Centre located at DGHG, New Delhi.
	6	Service Provider should create a dedicated Command Centre at DGHG for
		real time monitoring all venues where examination will be conducted and
		provide all necessary manpower for monitoring and effective functioning of
		the same
	7	The Service Provider shall prepare and provide Standard Operating
		Procedure (SOP) and documentary manuals (process of exam and technical
		documents) for all online CBT examprocesses for safe and secure conduct of
		examination along with rules for contingency and exception handling/
		emergency procedures.
	8	The Service Provider shall provide specifications for Hardware and
		Software required andused at all stages of the examination at:
		Central Server at Data Centre
		Local Servers and computer terminals at Exam Centers
		Devices and systems to be used for authentication and audit
	9	trail mechanisms required for Exam.
	9	The Service Provider will have to carry/ demonstrate complete System Test
		Run (STR) withtest data to DGHG before implementation of the software.
		The selected bidder should also be able to demonstrate click by click audit
		trail for any type of enquiry.

10	The Service Provider should also be able to demonstrate Application server
	logs to captureall errors, warnings and exceptions that are generated in
	applications along with the time at which they occurred.
11	The Service Provider shall ensure that after getting the application customized for DGHG, it shall be audited by STQC/CERT-In, GOI.

r -		
Functionalit y	1	The application software must support questions in English and Hindi.
	2	The application software must support all questions to be uploaded as image.
	3	Computer based exam software should support standard features such as
		display of details of candidates, detailed instructions upon login, start and
		closure of examination at scheduledtime, time left, display of status of
		questions with different color and symbols etc.
	4	There must be facility to upload candidate photograph and signature in central server in jpgfiles and display it in candidate terminal.
	5	It must also be capable of importing data from excel file.
	6	The application must be capable of displaying all Types of questions e.g.
		Group Questions, Multiple Choice Questions, True/False choice, Yes/No
		Choice, Descriptive Paper (DP), Image Audio and video format.
	7	The application must be capable of handling major mathematical formulae
		including all signs and symbols like >, <, =, power (square, cube etc.),
		square root, log (ln), exponential(e) etc. in the QP.
	8	There must be facility to upload charts/graphs/pictures/HTML/image in the QP.
	9	It must be capable of shuffling of questions.
	10	It must be capable of shuffling of options (alternatives).
	11	It must be possible to have individual timings for different sections/sub sections of
	12	questions. There must be a facility for candidate feedback.
	13	Application must give summary of attempted and non-attempted Questions
	13	after submission of exam.
	14	Application must have facility to set parameters for submission of exam. – additional time, flexible time duration for differently abled candidates.
	15	There must be facility for mock test to the candidates. The Service Provider
		shall provide afacility to candidates for static mock link for mock test and the
		same should also be available online to be run through web server. The
		mock test should be a replica of the examination software.
	16	The QP/examination files must be delivered to the testing locations from the
		central server within a time gap (approx. 60 minutes or less) as specified by DGHG
	17	The system must be capable to automated scoring as per rule defined by DGHG.
	18	Rough sheets (papers) be made available to candidate for carrying out rough work.

19	There must be a facility to carry out mock test by DGHG faculty simulating actual
	examination environment before examination.
20	As various tests (for various posts) may be taken up for computer based
	examination on the same day, the service provider shall ensure the proper
	allocation of questionnaire to the candidates on designated time. Software
	should automatically display questionnaire based
	on candidate id. There should be no human intervention for allocation of test
	paper.
21	, , , , , , , , , , , , , , , , , , , ,
	uploaded from the local server to the data centre in a secured manner. There
	should not be any traces of anydata pertaining to candidate whatsoever post
22	uploads left on the exam server. The Service Provider shall maintain audit trails of all activities of the
	candidate (click by click) during the course of the examination.
23	The Service Provider should be able to provide the raw responses of
	candidates to DGHGimmediately after the candidate's response uploaded
	from local server to central server of Service Provider. Test score should
	be calculated immediately after completion of exam and should be included
	in raw data. After confirmation of proper transfer of data to the central server,
	the authorized representative of service provider (IT In-charge) in presence
	of Representative from DGHG should demonstrate complete automatic
	deletion of the responses and audit trails in hard disc of the main and
	backup server.
24	The service provider shall provide Biometric/Iris data of all the candidates
	captured duringexamination, in the desired format, for verification purposes
	during subsequent stages of the
	examination/recruitment procedure.
25	The Service Provider would have to support DGHG for evaluation of their
	exam software system. DGHG will not take bidders software or source code,
	instead, the bidder will demonstrate their software in simulated environment
	·
	and answer DGHG queries. The bidder would have to assist DGHG during
	the technical evaluation stage by sharing detailed functionality of the exam
	software, creating a live exam environment, access to records
	created during the live exam and answering questions shared by DGHG.
26	The Service Provider should have all the necessary components and
	dependency of source code of computer based examination system in place
	so that any change required in any of the components of the software can be
	undertaken by their in-house technical team. Required skills should be made
	available to make necessary configuration changes. The major/minor
	configuration changes in software requested by DGHG must be met
	l

immediately.

	27	The Service Provider should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scaleassessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
	28	The proposed software should be certified by CERT-IN, Govt. of India for IT security.
IT/ Data Security	1	Minimum 256 bit SSL encryption must be applied to the data (both QP and candidate responses) transmitted over the internet.
	2	The data must be backed up, must be encrypted <i>in exam center server</i> and stored in Central Server and DR site securely. The complete exam data must be encrypted during datatransfer from software application to data center as per guidelines of DoT.
	3	Back up must be preserved for 3 years in Central Server of Service Provider. Data archival and removal process to be followed as per DGHG Guidelines/Instructions.
	4	Secured environment for Question Paper upload must be provided.
	5	In order to flag any suspicious activity or behavior of candidate during the test a mechanism similar to Remote Proctoring should be incorporated in each computer node.
	6	The Service Provider must have primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be CERT-In certified as per Govt. of India guidelines.

9.2		Non-IT Requirements
General	1	The Examination Venue must be made available for review, audit and inspection at least 5
		days prior to the conduct of examination
	2	CCTV surveillance must be made functionally available in such a way that
		all candidates are covered under the surveillance setup. i.e., one camera
		may cater to 25 candidates, but all candidates and the examination area
		must be covered under the surveillance, which gets
l		recorded to a central system at the Examination Venue

	3	Surveillance system must also cover the following areas:	
		 Entry point of the Examination venue (entry to computer lab starts including thelocations of biometric registration) Exit points of the venue, if the entry and exits are separate Server Room Path way to washrooms and other convenience facilities The room of the venue manager (if any). 	
 The front area and the back area of the Examination Venue Any points specifically indicated by the DGHG for compresurveillancecoverage of the Examination venue 			
	4	3 feet seat width should be available for candidates in such a way that a candidate cannot see other candidate's screen. Cardboard, transparent material and thermocol are strictly prohibited in partitions	
	5	Furniture of good quality should be provided for candidates to take examination	
	6	Non-shadow lighting should be there for every hall of examination	
	7	Examination venues should contain holding area to keep candidate's belongings	
Surveillan	1	All Examination Venues will be covered with CCTV surveillance.	
ceSystem			
Requiremen ts		examination area, walkways with continuous recording of the examination.	
	2	At least 2 CCTV cameras should be installed diagonally in an examination venue having seating capacity of 50 Candidates. After that 1 additional CCTV Camera will be required foreach set of additional 50 Candidates	
	3	CCTV camera feeds must be stored locally on the server at 10 Frames per second(FPS) and Full HD (1080 Pixel) Resolution. The system shall be configured in such a way that Full- HD does not enable zooming to the extent where the screen/question is visible during the conduct of examination.	
	4	CCTV camera must capture Examination Venue activities from 60 minute before the examination to 60 minutes after the completion of examination. If examinations are conducted in more than one shift, the CCTV surveillance must start 60 minutes before the beginning of the first shift and continue without break until 60minutes after the completion of final shift.	
	5	CCTV cameras must be IP enabled. Web based access must be provided to the live feed	
	6	during the examination at Command Centre at DGHG. Service Provider is required to keep a copy of the all CCTV footage securely till One year after the expiry of contract between Service Provider and DGHG.	

9.3	Pre-exam activity and Test Venue			
	The Service Provider shall design the URL/Application portal for receiving online			

		applications and for online registration of the candidates including online Gateway of DGHG for payment of application fees and shall scrutinize the application as per criterion provided by DGHG. Further will issue Admit Card/SMS alert to candidates for PMET and CBT with venue for exam/test and date and time of PMET/CBT.
Space and venue	1	The Service Provider must provide online examinations facility across GNCT of Delhi and NCR at centers desired by DGHG
allotment for Examination		
	2	The Service Provider shall finalize the Test-Centers and Test Venues based on the center-wise registration data/expected registration data provided by DGHG.
	3	To provide venues on keeping in mind the requirement for physically challenged candidates.
	4	The Service provider must be capable of handling up to 10000 candidates across all venues in one single session.
	5	The examination centers be easily accessible to the candidates and be well connected to public transport.
	6	Each examination centre must have basic facilities like fan/AC /drinking water, clean wash rooms and fire safety measures. etc.
	7	Each centre must have adequate sanitizers, temperature scanner, sanitizing the hall, and other Covid19 protocol related arrangement, if needed.
	8	At least one day before the date of online examination, the Service Provider should test and certify that the application is functioning smoothly at each venue. (should conduct mock)
	9	Service Provider must submit certification of the nodes eligible for conducting the computer based examination and sealing of the examination venue after conducting successful mock test. The examination venue will be sealed after completion of examination for the day and certificate to this effect will be provided to DGHG by the Service Provider on day-to-day basis.
	10	A few user friendly venue/designated seats must be provided for physically challenged candidates.
	11	Special proctoring arrangements for physically challenged candidates using scribes required to be done.
	12	Service Provider should provide maximum exam venues (above 50) owned by themselves having min capacity of 50 seats
	13	Service Provider must provide availability of adequate nos. of backup venue(s) at each center
	14	Suitable fire safety measures and first aid facility should be available at the center.

	15	Antecedent detail of the venue owner, in case of hired/leased venues must be verified by the Service Provider and made available to the DGHG.
	16	Coaching centers must not be used as the examination venue for the DGHG exams.
	17	least 30 days prior to the scheduled date of the examination and communicated to DGHG
	18	As far as possible, the venue of the examination for female candidates should be allotted within the city.
Comput	1	The Service Provider must provide functional desktops/computer
er/		terminals at each centerfor the candidates to take online CBT test.
Terminal		
Work		
Station	2	
	There has to be one server along with a backup server placed in every venue for conducting	
	the tests on the computer terminals of the candidates. QP shall be downloaded to the local server just prior to the examination, as per time defined by DGHG.	
Γ		
	3	The servers and the candidate terminals must be of latest / relatively latest
		model and must not have reached end of life / end of support. These servers
		/ computer terminals as per the minimum specification / requirement and
		should be compatible with application software
		provided by the Service Provider for the online CBT exam.
	4	The Service provider must keep a buffer stock of at least 10% of computers
		at each Centreas standby. The service provider shall have a contingency
		plan for candidate

management/Shifting in case of any emergency.

systems, the

candidates.

candidate should have

be maintained for proper functioning

6

While providing computers and relevant software with necessary security

Service Provider shall keep in mind the requirements of physically challenged

Data should not be retained in local computer / local server (*primary and backup server*) after the examination is complete. Policy and time period adopted for backup of the exam data i.e. video recording, biometric

The workstations at each center/venue should be well protected. No

captured etc. should be as per standard guidelines of DoT.

access to the local file system or the internet during examination delivery.

Application and the computers for conducting the online examinations must

Power	1	Each Centre, main server, backup server and client systems would be			
Backu		provided with functional UPS with generator backup and should have 4			
р		hours power backup facility to take care of examination for the entire			
۲		session.			
		If the examination is held in multiple sessions spreading whole day, adequate			
		power back up has to be arranged for same.			
	2	There should be 100% power backup at the centers/venues for the IT			
		equipment to avoid any test disruption. In the event of a power-outage, that			
		ects the test centers, the examination should resume exactly where it left when the power returns.			
9.4		Support Services			
Support	1	The Service Provider must deploy adequate staff with required expertise to			
Сарроп	•	undertake execution of various aspects of examination. Bidder must deploy			
		trained staff to conduct the online examination, invigilation and at least two			
	2	of its employees as IT administrator and Venue Head for the CBT. Security Guards & volunteers must be deployed to handle the candidates at			
	2	each test center, Controlling the flow and verification of candidates at the			
		gate itself, support staff to helpcandidates to quickly locating the Lab/ Room/			
		Seat and sit in orderly manner			
	3	Support staff to frisk each candidate at each venue before entry to			
		examination hall/lab to restrict use of electronic gadget/banned items in the			
	1	examination hall/lab.			
4 Sanitization, temperature scanning, social distancing etc. mulimplemented during the period of registration and examination		implemented during the period of registration and examination during			
pandemic situation like COVID-19, if needed.					
		The Candidates have to be validated as per guidelines given by DGHG. Bar			
code reading from call letter, photo and signature capture of the car		code reading from call letter, photo and signature capture of the candidate			
	6	and of the scribe to be done.			
	6	Deployment of biometric data collection/IRIS device/photo capture/signature			
		capture (minimum 1 each for every 40 candidates) and verification desk shall			
		be ensured so as to reduce the waiting time for entry to examination			
		hall/lab. Biometric Data/ IRIS/photo/signature to be captured during entry			
		and exit of the test venue.			
		The IDIC/Diametric data the whote and signature as continued to be used all			
		The IRIS/Biometric data, the photo and signature so captured to be recorded and provided to DGHG in hard disk on the following day of Exam.			
	7				
	7	The system should be capable of allocating examination nodes to all valid candidates			
	8	Service Provider must have the facility to notify details to candidates via e-			
		mail/SMS in case of any change of venue or otherwise.			
9.5		Conducting Examination			
During	1	Computer based tests to be conducted in proctored (invigilators)			
Examination		environment in each test centre up to maximum of 3 sessions in a day.			
		Invigilation/proctoring must be conducted by trained and experienced			
		invigilators in 1 to 30 candidates ratio in each venue.			

	3	Report regarding center-wise and session wise attendance must be generated and maintained.				
	4	Hall wise/room wise allocation of candidates should be displayed at the entry				
		of the venue. However, sitting plan within each examination hall/room of the				
candidates should be generated randomly using software app						
		displayed only one hour before start of the examination. Generation of				
sitting plan of candidates by the system to be submitted to DG						
	examination.					
	5 Photo and signature capturing of the candidates and preparation of					
		attendance Sheet must be done and forwarded to DGHG				
	6	The candidate's photo, signature and other details should be displayed on				
		his/her login.				
	7	The QP to be downloaded to the server at the venue only about one hour before the test.Password shall be provided by DGHG to decrypt the paper about 15 minutes before the start of the examination.				
	8	The system should send responses of the candidates back to the central server from the test center server at the end of every session				
	9	Facility of Real Time Monitoring of examination covering all candidates in the hall must be captured using CCTV Cameras				
	10	Strict monitoring and invigilation to be done in order to prohibit use of malpractices / unfair copying means by candidates				
	11	The software must save each click as well as time based log on the server for every candidate with his/her IP.				
	12	During examination, the software must be backed up automatically on the backup server from the main server at defined intervals.				
Incident	1	If any untoward incident takes place e.g. power failure, computer				
Reporti		breakdowns, voltage fluctuations causing disturbance, connectivity failure, it				
ng		should be reported to DGHG Officeimmediately.				
	2	If there is any other type of untoward incident causing disruption to a				
		candidate orcandidates appearing for the online examination it should be				
		reporting immediately to the DGHG Office.				
	3	Other incidents which are not so significant may be reported via e-mail.				
9.6		Post Examination				
	1	The database of candidates, applied/attended must be provided to DGHG.				
	2	Consolidated reports such as sitting plan, candidate list (on both soft and				
		hard copies) on data captured (formats will be specified by DGHG) sent to				
		DGHG post examination. Also room/lab wise details of invigilators/proctors must be provided to DGHG. Further, to arrange issuance of On-line				
		Enrollment offer to selected candidates.				
	3	All verified CCTV footage to be sent to DGHG after the examination within 48				
		hours.				
	4	The service provider shall archive the result and other examination data for				
	_	future references after specified time, as per requirement of DGHG.				
	5	The service provider shall provide adequate information (MIS generation / customized reports) to the DGHG as per the requirement of DGHG.				

Note: Above items in the list(s) under "Scope of Work" is not exhaustive and may undergo minor changes and few more may get added up depending on the real time requirements during the contract period. Major changes, if any shall be ratified by "Change Request" procedure.

Annexure E-1 - Bid Offer Form (Without Price)

То		
The Commandant (Hor	ne Guards);	
Directorate General Of	Home Guards, Nishkam	Sewa Bhawan;
Central Training Institu	ute Complex, Raja Garde	en, New Delhi- 110027.
Subject: TD No. DGHG: TD:	dated	for "Name of the TD"
Dear Sir		

We have examined the above referred TD document. As per the terms and conditions specified in the TD document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer. We acknowledge having received the following addenda / corrigenda to the TD document.

Addendum No. / Corrigendum No.	Date d

While submitting this bid, we certify that:

- 1. Prices have been quoted in INR.
- 2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this TD.
- 3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
- 4. We agree that the rates / quotes, terms and conditions furnished in this TD are for DGHG.

If our offer is accepted, we undertake, to start the assignment under the scope immediately after receipt of your order. We have taken note of compensation clauses in the TD and agree to abide by the same. We also note that DGHG reserves the right to cancel the order and order cancellation clause as per terms and condition would be applicable. We understand that for delays not attributable to us or on account of uncontrollable circumstances, compensation will not be levied and that the decision of DGHG will be final and binding on us.

We agree to abide by this offer till 180 days from the last date stipulated by DGHG for submission of bid, and our offer shall remain binding upon us and may be accepted by DGHG any time before the expiry of that period.

Until a formal contract is prepared and executed with the selected bidder, this offer will be binding on us. We also certify that the information/data/particulars furnished in our bid are factually correct. We also accept that in the event of any information / data / particulars are found to be incorrect, DGHG will have the right to disqualify us and forfeit bid security.

We undertake to comply with the terms and conditions of the bid document. We understand that DGHG may reject any or all of the offers without assigning any reason whatsoever.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory: Name of Govt. Agency/Undertaking Address

Annexure E-2 -Bidder's Information

Details of the Bidder					
1	Name of the Bidder (Prime				
2	Address of the Bidder				
3	Status of the Company (GLtd)	Sovt. Agency/Public			
4	Details of Incorporation of	f the Govt.		Date:	
	Agency/PublicLtd.			Ref#	
6	Valid GST Registration no).			
7	Valid Service Tax Registra	ation no.			
8	Permanent Account Numl	ber (PAN)			
9	Name & Designation of the contact person to whomall references shall be made regarding this tender				
10	Telephone No. (with STD	Code)			
11	E-Mail of the contact pers	on:			
12	Mobile No.(s)				
13	Website				
	Financial Deta	ails (as per audited E (in Cr)	Bala	nce Sheets)	
14	FY	Year 1		Year 2	Year 3
15	Net worth				
16	Turn Over				
17	PAT				

(Signature of the Bidder)
Printed Name
Designation

Seal

Date:

Business Address:

Annexure E-3 – Compliance to Mandatory Eligibility Criteria

S.N	ELIGIBILITY	REQUIRED	Compliance
Ο.		DOCUMENTS	
A	The Bidder should be a Govt. organization/Public Ltd. companyregistered under Companies Act, since the last three years.	Please submit: 1. Articles of Association 2. Memo of Association 3. Certificate of Incorporation.	
В	The Bidder should have annual average turnover of last 3 financialyears (2019-20, 2020-21, 2021-22) minimum Rs. 200Cr	This must be supported by audited financial statements (Reports) by CA for the financial year 2019-20, 2020-21, 2021-22.	
С	The Bidder should be a profit making organization OR havepositive net worth in the last 3 financial years as above.	This must be supported by audited financial statements (Reports)	
D	The turnover and other financial credentials have to necessarily be of the bidder and such credentials of Group / parent organization will not be acceptable.	Self-declaration on official company letter head with sign & seal to be submitted	
E	The Bidder must host the application in a Data Centre located in India, either owned by the bidder or in a third party data center. Cloud hosting is not allowed	Attach proof	
F	The Data Centre must be of minimum Tier III and must have latestISO 9001, 27000, 27001 certifications.	Attach Proof.	
G	The vendor must have valid VA/PT IT Security Audit certificate of the application software, carried out within last one year.	Attach VA/PT Certificate	

н	The Bidder must be the owner of the application software for conducting online examinations OR should be an authorized licensee of the application software.	Attach proof	
I	The Bidder must have experience of having conducted online examinations in India in any of the last 3 FY with a minimum of: > 10 lakh candidates (in a year) for 1 reputed organization. > QR > 5 Lakh each (in a year) for 2 reputed organizations. > QR > 2.5 lakh each (in a year) for 3 reputed organizations. > QR > A total of minimum 40 lakh candidates in 03 of last 05 years for reputed organizations.	Copy of Invoice and/or Clien t certification to be submitted.	
J	The Bidder must have experience of having conducted online examinations in India with a minimum of 10,000 candidates in onesession and 30,000 per day, for reputed organization within the last3 years in Delhi/NCR.	Required Proof hasto be submitted. Client Reference, Provide details.	
K	DGHG has a set procedure for sharing candidate data (along with photographs, signature and other details), uploading QP, and receiving candidate response after the examination which has to be adhered to by the bidder(s).	Confirm acceptabilit y	
L	The application software must support questions in English & Hindi. The application software must also support all questions to beuploaded as image.	Confirm availability	
М	The bidder should not have been blacklisted by central / StateGovernment Departments/undertakings. The bidder should not have any complaints of question paperleakage or mismanagement of exams. Also should not have been declared NPA by any of banking andfinancial institutions.	Fill Annexure T3 Self-declaration on official company letter head with sign & seal to be submitted	

N	The bidder shall not have a conflict of Interest that affects the bidding process. Any bidder found to have a conflict of interest shall be disqualified. Whether a situation amounts to conflict of interest or not shall be determined by DGHG and his decision shall be final	Self-declaration on official company letter head with sign & seal to be submitted	
o	The bidders should in the last 3 (three) years have neither punished nor failed to perform any contract as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against him, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract and the bidder should certify the same by an affidavit.	Attach the affidavit (Rs. 500/- Non- Judicial stamp paper and notarized)	
Р	There should not be any enquiry/court case against the bidder registered in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc. and he will certify this by an affidavit.	Attach the affidavit (Rs 500/- Non-judicial stamp paper and notarized)	
Q	The bidder must deploy at least two of its own employees (on its roll-one Centre Head and one IT Administrator) in each venue of per 250 candidates for conduct of online examination	Self-declaration on official company letter head with sign & seal to be submitted	

Note:

- ➤ Bidder should not provide financial details & other corresponding details of the group organization/ franchisee/sister organization but of only that bidding entity which is conducting exams.
- ➤ Each Parameter/Criteria which is utilized for technical assessment has to be supported by relevant documentary proof, attached as separate annexure for the required period only with proper label and numbering.

Annexure E-4-DECLARATION REGARDING APPLICATION

Γ	he Commandant (Home Guards); Directorate General Of Home Guards, Nishkam Sewa Bhawan; Central Training Institute Complex, Raja Garden, New Delhi- 110027.
Re:	TD No. DGHG: TD: XXXX datedfor "Name of the TD" The
	application for enrolment of 10,285 Home Guard volunteers through online
	computer based Test (CBT) for DGHG across NCT of Delhi and NCR
Sir,	
the p	I,declare that we M/s (Name of the Bidder) are the sole owners of proposed application for conducting online examination
	Or I declare that we are the authorized licensee of the application which is owned by . The license
isval	id Till/_/20xx (date).
Unde	I further certify that I am an authorized signatory of the organization/Public Sector ertaking and am, therefore, competent to make this declaration.
Your	rs faithfully,
Print	ature of the Bidder) ed Name gnation
Busin	ness Address

Annexure E-5 – Declaration for Acceptance of TD Terms and Conditions

To The Commandant (Home Guards); Directorate General Of Home Guards, Nishkam Sewa Bhawan; Central Training Institute Complex, Raja Garden, New Delhi- 110027.				
Re: TD No. DGHG: TD: 2021-22/XXXX datedfor "Name of the TD"				
Sir,				
I have carefully gone through the Terms & Conditions contained in the above referred TD document. I				
declare that all the provisions of this TD are acceptable to my organization. I further certify that I am anauthorized signatory and am, therefore, competent to make this declaration.				
Yours faithfully,				
(Signature of the Bidder)				
Printed Name				
Designation Seal				
Date:				
Business Address:				

Annexure E6 – Declaration for Acceptance of Scope of Work

To The Commandant (Home Guards); Directorate General Of Home Guards, Nishkam Sewa Bhawan; Central Training Institute Complex, Raja Garden, New Delhi- 110027.				
Ref: TD No. DGHG: TD:	dated	for "Name of the TD"		
Dear Sir,				
document. I declare that all the further certify that I am an auth declaration.	provisions of th	of Work contained in the above referred Tillis TD are acceptable to my organization. and am, therefore, competent to make thi	I	
Yours faithfully,				
(Signature of the Bidder) Printed Name Designation				
Seal				
Dat				
e:				
Business Address:				

Annexure E-7 – Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we		(nan	ne of	the
organization andaddress of the registered or	ffice) do he	reby appoint an	d authorize	Mr
	ŕ	(full	name	and
residential address) who is presently employe	ed with us ho	lding the position	n of	
as our attorney,	to do in our	name and on o	our behalf,	deed and
things necessary in connection with or inciden	ntal to our pr	oposal for " <u>"</u> in	response t	o the TD
No		by	DGHG,	including
signing and submission of all the documents			sponses to	DGHG in
all the matter in connection with our bid.				
We hereby agree to ratify all deeds	and things	lawfully done b	by our said	attorney
pursuant to this Power of Attorney and tha	it all deeds	and things do	ne by our	aforesaid
attorney shall always be deemed to have be	endone by u	ıs.		
Dated thisday of2022. For				
.(Signature) (Name Designation and Address)				
Accepte d Signatur e) (Name Designation) Date: Business Address:				

Annexure E-8 – Other Undertakings

To	
\mathbf{T}	he Commandant (Home Guards);
\mathbf{D}	Directorate General Of Home Guards, Nishkam Sewa Bhawan;
C	Central Training Institute Complex, Raja Garden, New Delhi- 110027.
	•
Ref:	TD No. DGHG: TD: 2021-22/XXXX datedfor "Name of the TD"
Dear	· Sir,

We declare as under that the Data Centre is owned by us / third party. Following are the details about Data Centres:

Sr. No.	Description	Bidder should provide
1	Owned or third party name	Documentary proof
2	DC should be Cert-In certified	Documentary proof
3	Data Centre and DR Location	Indicate nos.& documentary proof

We also undertake we shall be responsible for ensuring smooth functioning of the entire Project.

We undertake that we shall not sub-let or subcontract this job to any other person or firms in any circumstances during the Contract validity period. We shall complete this work on our own.

All software used shall be licensed versions.

Yours faithfully,

(Signature of the Bidder)Printed Name Designation Seal Dat

e:

Business Address:

Annexure T-1 - COMPLIANCE TO TECHNICAL & FUNCTIONAL REQUIREMENT

Details of each of the activities of Scope of work are listed below: Section 9 to be inserted with additional column of Compliance.

Note: Above items in the list(s) under "Scope of Work" is not exhaustive and may undergo minor changes and few more may get added up depending on the real time requirements during the contract period. Major changes, if any shall be ratified by "Change Request" procedure.

Annexure T-2–Technical Score Matrix

Bidder should provide complete details with valid documentary proof for each line item:**Technical Score Matrix** from SI. 7.3 to be inserted with an additional column of Compliance.

C – Project done details:

[Using the format below kindly provide the details for each project, Bidder has handled:

Sr.No.	Particulars	Details
1.	Name of the Project	
2.	Approximate cost of contract/Project cost	
3.	Organization	
4.	Duration of Project (months)	

Note: Please provide documentary evidence from the client				
wherever applicable.	Signature:			
Name:	<u> </u>			
Designation:				
Date:	_Place			

Annexure T-3 - Declaration regarding Clean Track by Bidder

Declaration for Clean Track Record (On organization's Letterhead)

То			
The Commandant (Home Gua	rds);		
Directorate General Of Home	Guards, Nishkam	Sewa Bhawan;	
Central Training Institute Con	nplex, Raja Gardo	en, New Delhi- 110027.	
Re: TD No. DGHG: TD:	dated	for "Name of the TD"	
Dear Sir,			
TD. I hereby declare that my	organization is organizations/ Ir	nd Conditions contained in the above referred not currently debarred/black listed by an estitutions in India or abroad. I further cert nake this declaration.	ny
	(Or	

I declare the following

No.	Country in which the company is debarred/blacklisted/cas e ispending	Black listed/debarredby Government / Semi Government organizations/ Institutions	Reason	Since when and for how long

(Note: In case the organization was blacklisted previously, please provide the details regarding Period for whichthe company/firm was blacklisted and the reason/s for the same)

Yours faithfully,
(Signature of the
Bidder) Printed Name Designation
Seal
Dat
e: Business Address:

Annexure T-4 - Client Details

Provide details of major client details wherever available:

S. No.	Name of Institution	Contact Person Nameand	Contact Detailswith e-	Preferable timeto
		Designation	mail	contact

Signature:	<u></u>	
	Name:	
	<u>_</u> -	
Designation:	<u></u>	
Date:	, Place	
Date:	Place	

Annexure T-5 – Project Plan

Please describe the Project Plan and the Implementation period required (in 2-3 pages)

Annexure T-6 – Short Description

Short Description of the Proposal

Please provide a short description of the Proposal proposed by you, giving details of the Hardware proposed to be used, the Software, the manpower, your contingency plan etc. (in 2-3 pages)

Annexure – T-7 Non-Disclosure Agreement (To be made as per DGHG requirement)

(To be taken on Rupees 100 Non Judicial Stamp Paper)

This Agreement is made and entered on this ------ day of , 2023 ("Effective Date") between , a

company incorporated in India (Hereinafter referred to as "DGHG", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

AND

XXXXXXX LIMITED a organization registered in India and having its registered office (Hereinafter referred to as "XXXXXXX", which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term "Disclosing Party" refers to the party disclosing the confidential information to the other party of this Agreement and the term "Receiving Party" means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

DGHG and XXXXXXX shall hereinafter be jointly referred to as the "Parties" and individually as a "Party". NOW THEREFORE

In consideration of the mutual protection of information herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

Article 1: Purpose

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between DGHG and XXXXXXXX to perform the considerations (hereinafter called "Purpose") set forth in below:

(For Engagement of Agency for Supply of IT Manpower)

Article 2: DEFINITION

For purposes of this Agreement, "Confidential Information" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/ consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial

order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

Article 3: NO LICENSES

This Agreement does not obligate either party to disclose any particular proprietary information; to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

Article 4: DISCLOSURE

Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.

The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.

The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

The parties agree that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

Article 6: INDEPENDENT DEVELOPMENT AND RESIDUALS

Both parties acknowledge that the Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, nothing in this Agreement will prohibit the

Receiving Party from developing or having developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

Article 7: INJUNCTIVE RELIEF

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

Article 8: NON-WAIVER

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

Article 9: JURISDICTION

If any dispute arises between the parties hereto during the subsistence or thereafter, in connection with or arising out of this Agreement, the dispute shall be referred to arbitration under the Indian Arbitration and Conciliation Act, 1996 by a sole arbitrator mutually agreed upon. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrators, one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. Arbitration shall be held in New Delhi, India. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and bindingon the parties.

Article 10: GOVERNING LAW

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at New Delhi in India.

Article 11: NON-ASSIGNMENT

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

Article 12: TERM

This Agreement shall remain valid from the date last written below until the termination or expiry of this Agreement. The obligations of each Party hereunder will continue and be binding irrespective of whether the termination / expiry of the Agreement for a period of three years after the termination / expiry of this Agreement.

Article 13: INTELLECTUAL PROPERTY RIGHTS

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to such other Party or infringe Patent, Copyrights, in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

Article 14: GENERAL

Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.

This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.

Any breach of any provision of this Agreement by a party hereto shall not affect the other

party's non-disclosure and non-use obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

XXXXXXXX

By: By: Name Name

:

Designation Designation

Annexure – T-8 QUALITY ASSURANCE GROUP

Sr. No.	Name of persons	Qualification	Working Since	Experience

Note or	n organizations	quality r	management	evetam (anc nage	note to h	attached)
ivote or	i organizations	uuaiiiv r	nanagement	system (one bade	note to b	e anacheoi

Signature and seal of the bidder

Name & Address in capital letter with designation

SECTION 10 – ANNEXURES FOR COMMERCIAL BID

Annexure C-1- Commercial Bid Form (To be included in Commercial Bid)

	ards); e Guards, Nishkam Sewa Bhawan; omplex, Raja Garden, New Delhi- 1100	27.		
Re: TD No. DGHG: TD:XX dated	for " Name of the TD ".			
Dear Sir,				
We undertake, if our Bid purpose within the stipulated tim	is accepted, to providee schedule.	for	the	above
DGHG up to the period prescrib contract is prepared and execu	ne Bid and the rates quoted therein bed in the Bid which shall remain bind ted, this Bid, together with your writte constitute a binding Contract betweer	ling upon us. en acceptanc	Until a	a formal
	ompeting for (and, if the award is ma bserve the laws against fraud and co			
We have complied with a are not bound to accept the low	all the terms and conditions of the TI est or any Bid you may receive.	D. We unders	stand t	hat you
Dated this Da	y of2023.			
(Signature)	(In the consity of)			
(Name)	(In the capacity of)			

Duly authorized to sign Bid for and on behalf

Annexure – C-2 COMMERCIAL BID

Note:

❖ Prices should include all applicable statutory taxes/levies. However, they should be shown separately at current rates. These will be paid additionally at the rates applicable at the time of raising of Invoice.

	4	۰	
	ď	•	4
•			

•						
SI. No	Item	Basic Unit Price (i.e. Rates/charg e per Candidate per shift) exclusive of all statutory levies & taxes	GST and othertax		Any other statutory levies/taxes	Unit Price inclusive of allstatutory levies& taxes (G=C+E+F)
Α	В	С	D	E	F	G
1	Computer Based Test per candidate (in both figures and words) Inclusive of designing of URL/Application Portal with payment Gateway, Pre- Examination and Post Examination works as per "Scope of the work"					

- Price should be written both in figures and words.
- Rates shall be quoted based on "per candidate per shift" and shall include all levies in respect of things mentioned in the paras related to the scope of work including any incidentals thereof.
- Lowest Commercial bid will be determined on the basis of total amount quoted in column 'C' of the Commercial bid.
- The bidder will have to substantiate the taxes and levies claimed by him in each bill. The bidders will thus be required to provide documentary evidence of the rates of tax as applicable on the basic unit cost quoted at the time of claiming payment consequent upon the award of the contract.
- The price will also include the Pre-Examination and Post Examination works as per "Scope of the work" (Section 3) and further price shall be quoted for number of candidates for whom CBT will be

conducted ("per candidate for CBT)", irrespective of number of applicants applying and undergoing PMET to be conducted by DGHG. CBT will be conducted for PMET qualified candidates only.

Seal and Sign

SECTION 11- DOCUMENTS TO BE SUBMITTED BY SELECTED BIDDER AFTER NOTICE OFAWARD

(To be completed by the successful Bidder) Annexure - 1 Draft Performance Security Guarantee

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE

(To be submitted on Stamp Paper of the appropriate value to be purchased in name of the issuing bank)

Beneficiery: Directorate General Of Home Guards, Nishkam Sewa Bhawan;
Central Training Institute Complex, Raja Garden, New Delhi- 110027

Performance Bank Guarantee No:	date:-
purchase	(hereinafter called "the Supplier") has received the
order no . "" dated	issued by Directorate General Of Home Guards (DGHG)
for	(hereinafter called "the Purchase Order").
Bank Guarantee is required. At the request	according to the conditions of the Purchase order, a Performance of the Supplier,We(name of the Bank), the issuing and having its registered office at
presently situated at	Guarantee and where claims are payable, acting through its branch become to the context or meaning thereof, its successors and permitted by you without any demur or objection any sum(s) not exceeding in total and to the context or meaning thereof, its successors and permitted by you without any demur or objection any sum(s) not exceeding in total and the context of your demand or total and the context of your first only. Under the purchase to prove or to show grounds or reasons for your demand or the sum regarding validadity of this bank gurantee stated above, this bank the expiry of the validity period. Please note that you may, if you so in —(Bank Name & Issuingbranch address), that this Bank
Guaranteehas been duly and validly issued.	Notwithstanding anything contained in the foregoing:
(i) The liability of (Bank), Rs < Amount in figures and v	under this Bank Guarantee is restricted to a maximum total amount of words>.
(ii) The liability of (Bank), under	this Bank Guarantee is finally discharged if no claim is made onbehalf
of DGHG within three months of the exp	iry of the validity period of this Bank Guarantee viz. from -
• •	antee is conditional upon the receipt of a valid and duly executed (Bank)
(Address), delivered by hand, courier	or registered post, or by fax prior to close of banking business hours
, , , , ,	rights under this Bank Guarantee shall be forfeited and
	discharged of all of its obligations hereunder. This Bank Guarantee nee with the laws of India and competent courts in the city of New
elhi shall have exclusive jurisdiction.	nee with the laws of findia and competent courts in the city of New
	Guarantee to
	a) its discharge by payment of claims aggregating to Rs

<Amount in figures & words>. (b) Fulfillment of the purpose for which this Bank Guarantee was issued; or (c)

<claim date="" expiry=""></claim>	<claim< th=""><th>Expiry</th><th>Date></th></claim<>	Expiry	Date>
-----------------------------------	---	--------	-------

All claims under this Bank Guarantee will be made payable at ----- (Bank & Its Address).

Signature of Authoriserd representative of the Bank

*****END OF DOCUMENT****