REQUEST FOR PROPOSAL (RFP)

For

Selection of Service Provider to conduct

End-to-End Computer Based Online Examination of candidates enrolled

under

CRAFTSMEN TRAINING SCHEME (CTS)



Directorate General of Training

Issued By

Directorate General of Training (DGT) Ministry of Skill Development & Entrepreneurship Government of India Employment Exchange Building, Pusa, New Delhi – 110 012 <u>http://www.dgt.gov.in</u> <u>Date of Issue:</u>

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Abbreviations

| DGT | Directorate General of Training |
|-----------|---|
| MSDE | Ministry of Skill Development &Entrepreneurship |
| GOI | Governments of India |
| ATS | Apprenticeship Training Scheme |
| CITS | Craftsn Instructor Training Scheme |
| СТЅ | Craftsmen Training Scheme |
| T.T. Cell | Trade Testing Cell |
| SP | Service Provider |
| PBG | Performance Bank Guarantee |
| СВТ | Computer Based Test |
| SLA | Service Level Agreement |
| RFP | Request for Proposal |
| SPOC | Single Point of Contract |
| TOR | Terms of Reference |
| ΡΑΟ | Pay and Account Officer |
| Center | Center of Examination |
| NDA | Non-Disclosure Agreement |
| CEC | Consultancy Evaluation Committee |
| CAC | Central Apprenticeship Council |
| QCBS | Quality and Cost Based Selection |

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1. Introduction

The Directorate General of Training (DGT) under the aegis of Ministry of Skill Development and Entrepreneurship (MSDE) is the apex body for development and coordination of programmes related to long-term Vocational Training in India. Ministry of Skill Development and Entrepreneurship (MSDE) is the administrative ministry for vocational training in India. MSDE is supported by Directorate General of Training (DGT), National Skill Development Corporation (NSDC), National Skill Development Agency (NSDA), and Sector Skill Councils (SSCs). DGT administers three major training schemes, the Craftsmen Training Scheme (CTS), Crafts Instructor Training Scheme (CITS) and Apprenticeship Training Scheme (ATS).

1.10bjective

DGT regulates all Government and Private Industrial Training Institutes (ITIs) by operationalizing various national level schemes viz. Craftsmen Training Scheme (CTS), Crafts Instructor Training Scheme (CITS) and Apprenticeship Training Scheme (ATS).

The Craftsmen Training Scheme (CTS) is implemented through 15,000+ Government and Private ITI's throughout the country, enrolling approximately 1.4 million candidates annually. The assessment for candidates enrolled in the ITI's is mandated to be done on an annual basis in theoretical and practical subjects, from academic year 2018-19 onwards.

With the philosophy of continuous improvement and vision of bringing in 'Examination Reforms', the DGT intends to conduct the theory examinations online/CBT, for candidates enrolled under CTS scheme across the country going forward. Online/CBT examinations are expected to bring in more efficiency, transparency, effectiveness and relevance to the system. The initiative will also strengthen monitoring of outcomes related to various DGT/ Gol initiatives directed towards improved learning such as STRIVE.

1.2 Definition of Terms

1.2.1 **"Agreement"** means the Agreement to be signed between the successful bidder and DGT including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

1.2.2 **"Bidder"** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the Service Provider (SP) with whom DGT signs the agreement for providing its services ".

1.2.3 "Contract" is used synonymously with Agreement

1.2.4 **"Contract Value**" means, the aggregate amount quoted by the SP in its commercial bid. If the Contract Value is increased due to change request, increase in tax rates/tax laws etc. in accordance with the terms of this Agreement, then the Authority shall have the right to seek additional Performance Guarantee to such increased extent of Contract Value and the penalties/liquidated damages etc. getting affected by such increase would be calculated based on such increase from the effective date of such increase in the Contract Value.

1.2.5 **"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.

1.2.6 "Effective Date" means the date on which this contract is signed

1.2.7 **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this contract and the right to ownership and registration of these rights.

1.2.8 "DGT" refers to Directorate General of Training

1.2.9 **"DGT's Representative / Project Coordinator"** means the person or the persons appointed by the designated authority from time to time to act on its behalf for overall coordination, supervision and project management.

1.2.10 **"SP"** means Service Provider which has to provide services to DGT as per the scope of work of this RFP.

1.2.11 **"Scope of Work"** means all Goods and Services, and any other deliverables as required to be provided by the SP under this RFP.

1.2.12 **"SP's Team"** means Examination Agency's team, who has to provide Goods & Services to the designated authority under the scope of this RFP. This definition shall also include any and/or all of the employees/ individuals engaged either directly or indirectly by SP.

1.2.13 **"Service Specifications** "means and includes detailed description, statements of technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the RFP and the Contract, as well as those specifications relating to industry standards and codes applicable to the performance of work, work performance quality and specifications affecting the work or any additional specifications required to be produced by the SP.

1.2.14 **"Sub-Contractor"** shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the designated authority and the heirs, legal representatives, successors and assignees of such person.

1.2.15 **"Services"** means the work to be performed by the agency pursuant to the RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the designated authority. In addition to this, the definition would also include other related / ancillary services that may be required to execute the Scope of Work under the RFP.

1.2.16 **"Timelines"** means the project milestones for performance of the Scope of Work and delivery of the Services as described in the RFP.

1.2.17 **"Consultancy Evaluation Committee**" means a committee constituted internally by DGT for the purpose of evaluating the bids.

1.2.18 "**QCBS**" refers to selection methodology of selecting of Bidder based on highest Composite Score (CS) calculated based on evaluation of Technical Proposal and Commercial Bid as per predefined weightages. This is subject to Bidder achieving the minimum qualifying score in quality of Technical Proposal.

1.2.19 **"Technically Qualified/ Technical Qualification**" is synonymous to bidders who have obtained the minimum Technical Score defined in this RFP and qualified for evaluation of commercial bid based on QCBS Methodology

1.3 Bidding Data Sheet

| S. No | Particulars | Details | |
|--|--|--|--|
| 1 | Tender ID | MSDE-18011/13/2018-TTC | |
| 2 | Tender date | April 03, 2019 | |
| 3 | Selection Method | Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method (30:70) , subject to Bidder meeting the Pre-Qualification Criteria and Minimum Technical Qualification | |
| 4 | Name of the Tender Inviting Authority | Director (TTC), Room no. 107, 1 st Floor, Employment Exchange Building, Directorate General of Training, MSDE, Pusa, New Delhi - 110012 | |
| 5 | RFP issued by | Directorate General of Training (DGT) | |
| 6 | Availability of RFP | RFP can be downloaded from : i) DGT website <u>http://www.dgt.gov.in/Tender_Notices</u> ii) Central Public Procurement Portal (CPPP) <u>www.eprocure.gov.in</u> | |
| 7 EMD Tv De M na | | Earnest Money Deposit of INR 20,00,000/- (Rupees Twenty Lakh Only) shall be applicable. Demand Draft shall be submitted in favour of PAO , MSDE payable at New Delhi from any of the nationalized scheduled commercial bank valid for entire bid validity period | |
| 8 Performance Bank given in the form of Bank Guarantee Standard format to be submitted with | | INR 3,00,00,000/- (Rupees Three Crore Only) to be given in the form of Bank Guarantee as per the standard format to be submitted within 10 working days from the date of 'letter of award' issued by DGT, valid for at least 42 months | |

| r | | |
|----|--|---|
| 10 | Nodal Officer for correspondence and Clarification | Director (TTC), Room no. 107, 1 st Floor , Employment Exchange Building, Directorate General of Training , MSDE, Pusa, New Delhi - 110012 |
| 11 | Pre-bid Meeting | 14:00 hrs, April 10, 2019 at 1 st Floor, Employment Exchange Building, Directorate General of Training, MSDE, Pusa, New Delhi - 110012 |
| 12 | Last date for Pre-bid queries | 14:00 hrs, April 09, 2019 via Email: <u>sunil.gupta67@nic.in</u> or by post to Nodal Officer's correspondence address |
| 13 | Issue of addendum/clarification(if any and if required) | 17:00 hrs, April 12, 2019 |
| 14 | Last date and address of bid submission | Proposals must be submitted no later than 17:00 hrs, April 24, 2019 on Central Public Procurement Portal (CPPP) (<u>http://eprocure.gov.in</u>) and Hard Copy at the following Address: Director (TTC), Room no. 107, 1 st Floor, Employment Exchange Building, Directorate General of Training , MSDE, Pusa, New Delhi – 110012 |
| 15 | Date and Address for Opening of Technical bid | 10:00 hrs, April 25, 2019 at Director (TTC), Room no. 107, 1st Floor, Employment Exchange Building, Directorate General of Training , MSDE, Pusa, New Delhi – 110012 |
| 16 | Opening of Commercial bid for Technically Qualified bidders | To be announced later (Only Technically Qualified Bidders shall be notified and invited) |
| 17 | Bid Validity Period | 180 days from the date of opening of the Technical bid |
| 18 | Commencement of the Assignment | As per the letter of Award/Letter of Intent |

2 Instruction to Bidders

This section specifies the procedures to be followed by bidders for the preparation and submission of their Bids. It is important that the Bidder carefully reads and examines all the terms and condition of this RFP.

2.1 General Instructions

2.1.1 From the time of bid advertisement to the time of Contract award, if any Bidder wishes to contact the DGT (or designated officer) on any matter related to the bid, it should do so in writing at the address mentioned in bidding data sheet.

2.1.2 The bidder shall bear all costs associated with the preparation and submission of its Bid, and the DGT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.1.3 Bidders should submit only one Bid including the Technical and Commercial bids separately sealed/ attached/ enclosed and named appropriately for identification.

2.1.4 The bids shall remain valid for the period of 180 days from the date of opening of the Technical bid.

2.1.5 In exceptional circumstances, prior to the expiration of the bid validity period, DGT may request bidders to extend the period of validity of their bids. In case of bidder extending the bid, the Bidder granting the request shall also extend the bid security/EMD adequately beyond the deadline of the extended validity period.

2.1.6 Any bid NOT accompanied by an enforceable and compliant bid security (EMD) shall be rejected by the DGT as non-responsive.

2.1.7 The EMD of the unsuccessful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security. No interest will be payable by DGT on the amount of the EMD.

2.1.8 The EMD will be forfeited by DGT on account of one or more of the following reasons:

- If a bidder withdraws its bid during the period of bid validity.
- If the successful bidder fails to sign the contract in accordance with terms and conditions.
- In case of misrepresentation of facts during the RFP or during the contract.

2.1.9 Consortium /Joint Venture (JV) / Association: Consortium/ Joint Venture and Associations are not allowed as a part of this RFP

2.1.10 **Sub-contracting**: Subcontracting is not permitted

2.2 Pre-bid Meeting and Clarifications

- DGT shall schedule a Pre-Bid meeting with the prospective bidders as per the timelines mentioned in the Bidding Data Sheet.
- The interested bidders need to ensure that they have submitted their queries as per the date mentioned in the Bidding Data Sheet.

 Queries submitted by the Bidders should be as per the format provided in under section 8 of this document

Response to the queries and clarification shall be uploaded by the DGT on their website http://www.dgt.gov.in/Tender_Notices

- At any time, prior to the last date of receipt of the bids, DGT may, for any reason, whether at its own initiative or in response to a clarification raised by a prospective bidder, modify the Bidding Document through a 'corrigendum'.
- Any such corrigendum shall become part of this RFP.
- In order to provide prospective bidder reasonable time for taking the corrigendum into account while preparing the proposal, DGT may, at its discretion, extend the last date for the submission of the Bid.

2.3 Submission and Opening of Bid

- Bidders who wish to participate in this selection process will have to register on Central Public Procurement Portal (CPPP) (http://eprocure.gov.in).
- Further, participating Bidders will have to procure Digital Signature Certificate (DSC) as per Information Technology Act 2000 using which they can sign their electronic commercial proposals. Bidders can procure the same from any agency licensed by Controller of Certifying Authority, Government of India. Bidders who already have a DSC need not procure a new one. However, the bidder must ensure that the DSC to be used for signing their electronic commercial proposals must be in the name of authorized employee of the bidder's firm.
- The commercials of the bid should NOT be indicated in the Technical Proposal. The failure to comply shall lead to rejection of bids.
- Conditional bids are liable to be rejected.
- The Technical and Commercial Bid shall be uploaded on Central Public Procurement Portal (CPPP) (http://eprocure.gov.in) and a physical copy of same shall be couriered/ delivered in person to DGT office at the given address latest by the bid submission end date.
- In case the bidder faces technical issues in uploading the bid, the same submitted by physical submission/fax/email only, shall not be entertained unless prior approval is obtained from the DGT.
- In case bidder fail to upload the bid documents on due date, they are not allowed for submitting the physical copy of the bid documents.
- DGT shall not be responsible for delay or non-receipt of the documents/bids.
- To assist in the examination, evaluation, and comparison of the bids and qualification of the Bidders, the DGT may, at its discretion, seek any clarification from bidders.
- If the Bidder does not provide clarifications about its bid by the date and time set in the DGT's request for clarification, the bids shall be evaluated on the basis information available with the DGT.
- DGT reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders.

2.4 Selection Process

2.4.1 Opening of Bids

 The Bids shall be opened by DGT in presence of those Bidders or their representatives who may be present at the time of opening.

- The representatives of the bidders should be advised to carry the identity card or a letter of competent authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.
- There will be three bid-opening events
 - A. Set 1 (EMD and Technical bid)
 - B. Set 2 (Commercial bid)
- The venue, date and time for opening the Technical Bid are mentioned in the bidding data sheet.
- Bids that fail to provide 'EMD' shall be rejected by DGT as non-responsive
- The Technical bids of only those bidders will be opened who are selected in the Expression of Interest (EOI) stage.
- The Commercial bid of only those bidders will be opened who clear the Technical Eligibility stage.
- The invitation for opening of Commercial bid would be sent to the technically eligible bidders only.

2.4.2 Preliminary Examination of Bids

Evaluation Committee shall examine the bids to determine whether they are complete, documents have been properly signed and bids are generally in order. Any bid found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Evaluation Committee and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- Not submitted in format as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Found with suppression of details
- With incomplete information, subjective/ conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP

2.4.3 Clarification on Bids

During the bid evaluation, DGT may, at its discretion, ask the Bidder for any clarification(s) regarding the bid submitted. The request for clarification and the response shall be given in writing. However, no change in the price or substance of the bid shall be sought, offered or permitted.

3 Qualification and Evaluation Methodology

The Consultancy Evaluation Committee (CEC) shall evaluate the responses to the RFP and all supporting documents/ documentary evidences. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

- Commercial bids of only those bidders will be opened whose score in Technical Evaluation Criteria is at least 50 % or more.
- Contract will be awarded to the bidder who qualifies the technical eligibility criteria and whose Composite Score (CS) calculated based on QCBS Methodology is highest
- Evaluation will be done on Quality and Cost based selection (QCBS) method with the following weightage:

Technical: 30%

Commercial: 70%

- The decision of the CEC in the evaluation of bids shall be final and binding on the bidders. No correspondence will be entertained outside the process of evaluation with the Committee. The CEC may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.
- The CEC reserves the right to reject any or all bids. Each of the responses shall be evaluated as
 per the criteria and requirements specified in this RFP. The steps for evaluation are discussed in
 the following sub-sections.

3.1 Technical Scoring Criteria

The CEC shall check Technical eligibility of the bidder based on criteria given in table below.

| Sr. No. | Criteria | Score | Supporting Document |
|------------|--|------------------|---|
| 1 | Bidder's Profile | 15 | |
| 1.1 | Legal Structure | 10 | |
| | Partnership /Proprietary Private Limited Limited Company/Govt./PSU | 6 8 10 | Certificate of incorporation showing the status of company |
| 1.2 | Overall staff strength (Project Management/ Development/Quality Assurance /Implementation/ Operations) as on the date of submission of RFP | 5 | |
| | >=100- 300 >300 - 500 >500 | 1 3 5 | Letter from HR head mentioning the total number of employees (Regular/ Contractual) along with names of the employees. List of key positions and relevant experience. |
| 2 | Bidder's certification | 10 | |
| 2.1 | ISO Certifications | 5 | |
| | STQC ISO 27001 ISO 20001 ISO9001 | 2 1 1 1 | Copy of certificate clearly indicating validity |
| 2.2 | CMMi level (Organization) | 5 | |

| | CMMi level 3 Service/ Development | 3 | Copy of certificate clearly |
|-------|---|----|---------------------------------|
| | CMMi level 5 Service/ Development | 5 | indicating validity |
| 3 | Bidder's Financial Capability | 15 | |
| | Average annual turnover related to education/ | | |
| 3.1 | examination/ assessment business for the financial | | |
| | year 2016 -2017,2017-2018 in INR | | |
| | | | Copy of Complete Audited |
| | >=5 Crore and < 25 Crore | 7 | Financials along with |
| | >=25 Crore and < 100 Crore | 12 | certificate from CA clearly |
| | >= 100 Crore | 15 | mentioning turnover related |
| | | | to education/ examination/ |
| | Didderfe enverience in CDT (as line even | | assessment business |
| 4 | Bidder's experience in CBT/online exam. | 55 | |
| | Maximum no of candidates appeared in computer based examination/ assessment at exam centre in a single shift | | |
| | completed across India (Including Online Application, | | |
| 4.1 | Admit Card generation, Content creation, Conduct of | 10 | |
| | exam, venue/exam centre booking, Result and Merit list | | |
| | declaration) | | |
| | , | | Work Order stating scope of |
| | >=25000 - 50,000 Candidates | 4 | work & Client testimonial/ |
| | >50,000 -100,000 Candidates | 7 | completion/ acknowledge - |
| | > 1,00,000 Candidate | 10 | ment letter along with current |
| | | | contact details of the client |
| | The bidder should have executed End to End Computer | | |
| | Based Exam/ Assessment (Including Online Application, | | |
| 4.2 | Admit Card generation, Content creation, Conduct of exam, venue/exam centre booking, Result and Merit list | 10 | |
| 4.2 | declaration) with minimum of 50000 (cumulative of all | 10 | |
| | shifts/ subjects) registered candidates in an examination | | |
| | as on RFP submission date | | |
| | | | Work Order stating scope of |
| | 1–3 assignments | 5 | work & Client |
| | 4– 6 assignments | 7 | testimonial/completion/ |
| | 7 – 9 assignments | 9 | acknowledgement letter along |
| | >= 10 assignments | 10 | with current contact details of |
| | The hidder should have delivered at least 0 = (4) | | the client |
| | The bidder should have delivered at least One (1) Computer Based Exam/ Assessment for single client | | |
| | (Including Online Application, Admit Card generation, | | |
| | Content creation, Conduct of exam, venue/exam centre | | |
| 4.3 | booking, Result and Merit list declaration) having more | 10 | |
| | than 50,000 candidates in a single exam cycle having | | |
| | more than 50 unique question papers (unique paper | | |
| | may be understood different subjects) in at least 80 | | |
| | locations pan India basis at multiple centers | | |
| | No. of location | | |
| | 80 - 100 locations | 2 | |
| 4.3.1 | 101-150 locations | 3 | Client Certificate stating the |
| | 151 -200 locations | 4 | unique number of question |
| | >200 locations | 5 | paper in single exam cycle and |

| | No. of unique paper | | locations along with work |
|-------|---|----|--|
| | 50- 75 unique paper | 3 | order along with current |
| 4.3.2 | | | _ |
| | 76-100unique paper | 4 | contact details of the client |
| | 101 -150unique paper | 5 | |
| | The bidder should have experience of hosting/ | | |
| 4.4 | conducting Exam / Question Papers in different Indian | 5 | |
| | Languages | | |
| | Number of languages | | The bidder should submit |
| | | 2 | declaration of languages |
| | 2-4 | 3 | translated and work order |
| | 5-7 | 4 | showing the number of |
| | 8 -12 | 5 | languages translated |
| 4.5 | The bidder should have experience of CBT/online examination for atleast 2 years | 10 | |
| | | | Declaration by Authorized |
| | >=2–5 years | 4 | Signatory along with the Work |
| | >5 - 7 years | | |
| | , | 7 | order showing the date of |
| | >7 – 9 years | 10 | award along with current |
| | | | contact details of the client |
| 4.6 | Maximum Number of Unique Exams conducted online/CBT for academic term, semester and/or certification at venues/ exam centre booked by bidder, for a single client in a single calendar year The term Unique Exams is defined as total examination papers attended by the candidate in an exam. If 10 candidates attended 10 papers then it should be counted as 100 exams. | 10 | |
| | | | Client Certificate/Testimonial |
| | No. of exam(papers) per year | | |
| | >=1,00,000 -150,000 | 8 | |
| | >150000 - 200000 | 9 | |
| | >2,00,000 | 10 | |
| 5 | Bidder's Infrastructure Capability/ Methodology | 5 | |
| | Bidder should have signed contract/MOU with exam | | Copy of signed contract/MoU |
| | center across India. Copy of signed contract/MoU to be | | to be submitted with BID (In- |
| 5.1 | submitted with BID (In-case of own centers, proof of | | case of own centers, proof of |
| | engaging the same for an exam should be submitted) | | engaging the same for an exam should be submitted) |
| | >= 50000 nodes | 3 | , |
| | >50000 – 1,00,000 nodes | 4 | |
| | >1,00,000 nodes | 5 | |

- Total Award Point = 100
- Minimum Marks to be obtained for Technical Qualification and Opening of Commercial Bid =50
- Ts= Technical Score of the bidder on a scale of 100

<u>Note</u>: At any point of time, DGT may ask for additional supporting documents for verification of the claims.

3.2 Evaluation Process

Stage 1. Technical Evaluation

- Technical proposal of the bidders will be opened and bidders may also be invited for any clarifications, if required.
- Evaluation Committee will review the technical proposals of the short-listed bidders to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DGT's discretion.
- Each Technical proposal will be assigned a Technical Score (Ts) out of 100, as per scoring criteria outlined in section 3.1.
- The Evaluation Committee/ DGT may invite the technically qualified bidders for Technical Presentation and Demonstration.

Stage 2. Commercial Evaluation

- All the Technically Qualified bidders i.e. bidders who obtain Technical Score of 50% or more, will be notified to participate in Commercial Bid opening process
- The Commercial bids for the qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the Commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at DGT's discretion.
- Commercial Bids that are not as per prescribed format shall be liable for rejection.
- The Normalized Financial score of the technically qualified bidders will be calculated, while considering the cost given by each of the Bidders in the Commercial Bid as follows:
 Normalized Financial Score of a Bidder (Fn) = {100* Lowest Financial Price/ Bidders Price} (Adjusted to 2 decimals)
- The bid price (i.e. per student per exam paper) shall be exclusive of all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid would be rejected.

Stage 3. Final Score Calculation through QCBS

 The individual Bidder's composite scores (CS) are calculated as per the formula below: Composite Score (CS) = Ts * 0.30 + Fn * 0.70

Where,

Fn= Normalized Financial Score for the Bidder under consideration

Ts= Technical Score of the bidder on a scale of 100

3.3Award Criteria

- The bidder with the highest Composite Score (CS) shall be treated as the successful bidder (H1) for award of the contract.
- In case of failure of the bidder at H1 in signing the contract/ providing the services as per the contract/misrepresentation of facts during the RFP or during the contract, the contract shall be awarded to the next bidder which is having the next highest Composite Score (CS).
- In the event the final 'Composite Scores' are 'tied' for two or more bidders, the bidder securing highest financial score (Fn) (among all the tied bidders) will be adjudicated as the Best Value Bidder for award of the contract.

3.4Contract Signing

- After opening commercial bid, Letter of Intent (LOI) will be issued to the selected bidder (SP) at the earliest.
- In case the bidder does not acknowledge the receipt of LOI within 7 days, DGT will have all
 rights to select another bidder who has the next highest Composite Score (CS).

- After receipt of LOI, the selected bidder has to provide Performance Bank Guarantee within 10 working days.
- Contract agreement will be signed between DGT and selected bidder within a week from receiving of Performance Bank Guarantee.

4 Scope of Work

The CTS currently enrolls approximately 1.4 million candidate across134 or more trades in 15,000+ Government and Private ITI's across the country. Academic year 2018-19 onwards, each enrolled candidate will enroll for annual theoretical examination appearing in an average of 2 papers. Please refer to Annexure-I for indicative number of candidates enrolled in current academic year i.e. 2018-19 under the CTS scheme.

Frequency of Examination:

The SP shall conduct multiple examinations for each academic year during the duration of the contract. Each academic year shall have an annual examination for candidates enrolled in 6 month, 12 month and 24 month programmes. The annual exam shall be followed by another half-yearly examination for next cycle of candidates enrolled under 6 month programme, and supplementary examinations for candidates who have failed/ or did not appear in annual exams. However, the same may be changed as per requirements of DGT.

Indicative Year-wise plan for examinations:

Below table indicates exam plan for next 3 years, please note that the same is subject to change as per requirements of DGT.

| | Annual Exam of all candidates enrolled under CTS schemes during the current academic session (1yr programmes, 2yr programmes, 6 months programmes – cycle 1) | Month of June |
|--------|--|----------------------------------|
| Year 1 | Re-examinations (if required) | Within 2 weeks of annual exam |
| | Supplementary Exams and Exams for students enrolled under 6 month courses (cycle 2) | Month of December |
| r 2 | [Annual Exam of all candidates enrolled under CTS schemes during the current academic session (1yr programmes, 2yr programmes, 6 months programmes – cycle 1)]+[Candidates enrolled under 24 month programme during previous academic year]+ [Supplementary Exams from pervious academic year] | Month of June |
| Year | Re-examinations (if required) | Within 2 weeks of annual exam |
| | Supplementary Exams and Exams for students enrolled under 6 month courses (cycle 2) | Month of December |
| ar 3 | [Annual Exam of all candidates enrolled under CTS schemes during the current academic session (1yr programmes, 2yr programmes, 6 months programmes – cycle 1)]+[Candidates enrolled under 24 month programme during previous academic year]+ [Supplementary Exams from pervious academic year] | Month of June |
| Year | Re-examinations (if required) | Within 2 weeks of annual exam |
| | Supplementary Exams and Exams for students enrolled under 6 month courses (cycle 2) | Month of December |

During Year 1, the SP shall conduct exams only for candidates enrolled during the current academic session 2018-19. However, for subsequent years the exam shall include rolled over/ candidates appearing for supplementary examination.

The Scope of Work has been divided into following three broad phases:

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

4.1 Preparatory Phase

The selected bidder is expected to draw the examination plan and implement the design of the examination processes as required by DGT. Broadly, the requirements will be as follows:

4.1.1 Examination Planning and Scheduling

- The selected bidder shall develop a comprehensive examination schedule / plan taking into account the total number of trades, subjects, locations and candidates enrolled. The bidder shall ensure that each candidate get sufficient time between two examinations, and shall have to travel locally or to a reasonable distance (<=25 KMs) for appearing in the exams. (Please note that any exceptions shall be agreed to upon and approved by DGT)
- Complete Security management processes
 - 1. Physical Security
 - 2. Information Security
 - 3. Server Security
 - 4. Network Security
- The selected bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.

4.1.2 Capacity Planning, Infrastructure Specifications and Readiness

- The selected bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- The selected bidder, as per the requirements and directives from DGT, shall setup systems at the required Exam Centers across India ensuring that at least 10% of the systems are available as backup per shift, for example, if 100 systems are going to be used, the center shall have at least 110 systems available per shift.
- User System: Every candidate shall be provisioned with one individual computer node for appearing in the examination. The detailed specifications of user computer node is provided in table below:

| - | r | |
|--------------------------------------|---|--|
| Processor | CPU Speed should be 1.5 GHz or above | |
| RAM | 2 GB or higher | |
| Screen Resolution | 1024X768 or better | |
| Operating System | Windows XP Professional, Windows 7 or equivalent or higher version with appropriate Service Pack | |
| Browser and Browser Setting | Internet Explorer 7.0 or above as supported by above Operating Systems Java Script enabled Pop-up blocker disabled Proxy disabled (Direct Internet) USB disabled | |
| Performance and Security Criteria | Must support examination portal without any perceivable degradation in performance Response time for question/page loading must be less than one second All responses to be acted upon in real time Necessary settings must be done to disable access to any outside content/ web browsing or medium for malpractices during examination | |

- The selected bidder shall setup their own Exam Centers at districts specified by DGT, the centers may be rented/ leased. However, all operations related to conducting examination at the centers, shall be liability of the bidders/ SP's. Each of the identified centers will be vetted and certified by authorized DGT personnel and the service provider.
- The selected bidder shall provide specifications for Hardware and Software of required Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- The selected bidder shall ensure that all Exam Centers have the prescribed Hardware, Software and LAN connectivity for conducting Examination.
- The selected bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power.
- The selected bidder shall carry periodic audit at Exam Canters to ensure specifications of user computer node and working condition of UPS & Generator as mentioned above.
- Any change in the system requirement has to be approved by DGT prior to examination schedule.
- The selected bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- CCTV Installation and Recording: CCTV surveillance must be made functionally available in such a way that all candidates are covered under the surveillance setup. CCTV footage shall get recorded to a central system and the recording must be kept safe for at least 6 months from the date of examination.
- All Examination Venues will be covered with CCTV surveillance. CCTV camera must capture Examination Venue activities from 30 minute before the examination to 30 minutes after the completion of examination.
- CCTV footages, CCTV live streams and other relevant data shall be submitted/ provided by the SP upon request from DGT.

4.1.3 Candidate Management

- Candidate handling process
 - 1. Mapping of candidates details with Exam Centers
 - 2. Validation and verification of identity
 - 3. Attendance handling
 - 4. Machine/seat allocation and handling of security parameters
- The selected bidder shall allow candidates to appear for exam at Exam Centre through preallotted/random seat/machine
- The candidate registration/ enrollment is available on DGT MIS Portal, the selected bidder shall facilitate transfer of this data using API/ software interface to their systems for further processing
- The selected bidder shall issue admit cards through online portal (printable and downloadable), for all candidates. The same link shall be shared with respective ITIs to download and distribute the admit card.
- The selected bidder/ SP shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
- Payment Gateway Linking: The SP may be required to integrate online Payment Gateways, to the registration portal for facilitating transfer of examination fees submitted by the registered candidates to the desired account.

4.1.4 Question Bank Management and Examination Paper

- DGT shall provide 'Question Bank' to SP for each trade in excel format. Name of trade, subject and chapter shall be defined along with each question.
- Translation to Regional Languages and Storage: The DGT shall translate the question bank into regional languages as applicable for the State or Union Territory and provide the same to SP. The SP shall in a secure manner store the question bank in English, Hindi and Regional Languages as applicable on their software servers.
- Question Paper Creation: The SP shall enable their software to create question paper for each trade/ subject on an on-demand basis. The software shall be able to create question paper by randomly selecting questions from 'Question Bank' for applicable trade/ subject. The number of questions to be included for the trade subject shall be provided by DGT.

4.1.5 Exam Paper and Mock Test

- Any other processes related to conduct of Examination including preparation of preexamination mock test and practice modules for potential candidates to be hosted on 24/7 operational servers and conduct of practice sessions for the online examination.
- The SP shall provide a facility to candidates for static mock link for mock test during the entire course of agreement.
- The SP shall also provide 'Software Application' to enable conducting of offline Mock Test, this application should be transferrable using USB devices, and be installed and run on computers without internet.
- Mock test software should be of assistive nature (i.e. suppose a participant clicks on option A and this is not the correct answer then the system should prompt, 'Incorrect Answer, Correct Answer is C')
- The same facility should also be available online to be run through web server, and in offline manner through Software Application. The mock test should be a replica of the examination software.
- The selected bidder shall securely install and implement Question Bank in English, Hindi and other regional languages applicable for the state/ region (*refer Annexure II* for list of languages in which the question paper would need to be translated and hosted by SP) for mock test.

4.1.6 Pre-examination Audit Trials

- The SP shall conduct and co-ordinate with DGT for all Audit Trail related activities at the examination venues before the exam to ensure compliance with conditions of the RFP related to examination center
- Pre-examination audit of all examination venues shall be done on parameters such as zero black-spot on CCTV coverage, testing of examination system including Mock Examination portal and offline Mock Examination software/ application with multi-threading/multi-user testing on full load.
- Audit shall include processes, assets, security, manpower and any other specification elicited in the RFP document

4.1.7 General

- All pre-examination phase processes shall be carried out by the selected bidder in consultation with DGT.
- The selected bidder will have to carry/ demonstrate Complete Test Run (CTR) with test data to DGT before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- The selected bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

4.2 Examination Phase

4.2.1 Infrastructure, Attendance and Invigilation

 The selected bidder shall make necessary arrangements, in consultation with DGT, for providing adequately trained manpower as per the requirements mentioned below:

| Staff Type | Nos. deployed (per shift) |
|---------------------------|--|
| Exam Center Administrator | 01 per center |
| IT Manager | 01 per center/ 01 for every 100 candidates |
| Invigilators | 01 for every 50 candidates |
| Support Staff | 02 for every 50 candidates |
| Security Guards | 01 or more per center |

- The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam. In addition, service provider should provide a Regional/ District Head for each of the locations of examination.
- The selected bidder/ SP shall ensure checking of admit card of the candidates, and photo-ID of candidate i.e. Government Issued photo ID or ID issued by enrolling ITI, at the entrance gate of the examination center. The Attendance sheet must have photograph of candidate for validation at exam center.

4.2.2 Conduct of Examination

i.

- The Examination shall be computer based with the questions (English, Hindi or preferred regional language, *refer Annexure II*) being provided onscreen on a random basis, without any manual intervention.
- Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- Key Minimal Requirements with respect to user interface/ exam software functionalities is provided in table below:

Display of Candidates Details: Computer based exam software should support

standard features such as display of details of candidates i.e. display of candidates photograph, registration number of candidate, and name of trade/ subject for the entire duration of the exam

- ii. **Duration and Time Remaining:** The duration of the exam shall be displayed at commencement of exam in the instructions sections. The start-time and time remaining counter shall be displayed at all time during the examination
- **iii. Instructions for Examination:** The system shall display clear instructions as applicable for the examination upon staring of the test.
- iv. **Summary of Attempts/ Navigation Pane:** The software must provide a summary of questions attempted by candidate, remaining questions, and flagged questions. It should allow the candidate to easily navigate to a particular section or answered/un-answered question.
- v. **Randomization of Questions/ Answers**: The questions and the answers should be randomized/ jumbled for each candidate appearing in the same subject and same shift. The system must insure that options such as 'All of the above' in multiple choice questions are correctly sequenced and not jumbled.
- vi. **Position of Images linked to Questions:** System must insure that references in questions such as 'In the table below' or 'in the image above' are consistent across the question paper and displayed appropriately.
- vii. **Saving Exam Progress:** Examination software must have 'Exam Resume' functionality, whereby candidates' examination progress will not be lost in-case of system or power failures
- viii. **Switching between Languages:** Examination software/ interface must allow switching between Hindi, English and other regional language as applicable for the state/ UT for the entire question paper or selected question
- ix. Use of standard/ Proprietary Font and Enlargement: Examination software must use standard or proprietary fonts in a manner that does not degrade the readability of the question paper. Software must allow user to zoom the examination screen to enlarge fonts/ screen content.
- **x. Disable other systems functionalities:** Examination software must disable other system feature such as usage of internet browser, pen drive, file sharing through LAN or any other means of malpractices/ cheating
- The examination software/ system must generate and display question paper for the desired trade/ subject from the question bank provided by DGT
- While selecting the questions from the question bank, system should ensure that questions selected for various examinations shifts are in randomized manner to minimize duplicity of the questions in question paper.

- Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.
- The SP shall provide for any other raw materials required such are paper, and pencil for calculation etc.
- The selected bidder shall have a contingency plan for candidate management/Shifting in case of any emergency.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 24 hour from each exam center. Other data such as attendance sheet, photograph, seating plan etc. (if any) should be sent to DGT within 10 days of conclusion of the examination.
- Note Following shall be made available by TT Cell, DGT:
 - 1. Question Bank for online and offline practice/mock test purposes and for the conduct of examination.
 - 2. Question Paper format defining number of questions to be included in the examination.
 - 3. Rules/guidelines/marking scheme.

4.3 Evaluation Phase

- The selected bidder shall calculate marks obtained by each candidate in respective exam and shall publish the same online accessible by providing candidate enrollment number.
- The selected bidder's software must have provision for elimination of any incorrect/ out of syllabus questions while evaluation. DGT shall provide/ facilitate for listing such questions post examination. The system must also be able to normalize marks and accommodate for providing grace marks as per limits set by DGT.
- The candidate's responses, audit trails should be uploaded automatically from the local server to the selected bidder's data center in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server/ local server/ or exam machines.
- The selected bidder should be able to hand over the responses/data to DGT immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination. The data also need to be uploaded to a server at the Master Control Facility of service provider.
- The selected bidder shall provide attendance data of all the candidates captured during examination, for verification purposes.
- The selected bidder shall provide documented inputs and support for handling
 - 1. Candidate's queries
 - 2. RTI queries
 - 3. Court Cases
- Test Data Archiving: The selected bidder should be able to record and backup each candidate's response after the examinations. The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of DGT
- After the generation of result if required, Bidder may have to develop API/software/application to directly upload the scores at DGT's official portal

4.4 Re-examination and Supplementary Exams

- All re-examinations shall be conducted within 15 days of completions of exams or as decided by DGT.
- Supplementary examinations shall be conducted on a Half-yearly basis as scheduled in section 3.
- Exam on-request: From year 2nd onwards DGT may at its discretion introduce the facility of 'Exam-on Request' for supplementary examinations allowing candidates to appear for supplementary examinations at any time by paying requisite fee, selecting available center/ location and scheduling the exam.

5 Payment Schedule

The payment to selected bidder/ SP shall be made in following manner:

| No. | Examination Phase | Amount | Outcomes Expected and Documents to be submitted |
|-----|------------------------------|--------|--|
| 1 | After declaration of results | 100% | Submission of invoices with number validated by DGT Payment may be made with- in one month from the invoice submission date, subject to SP providing necessary supporting documents/ data as required Payment will be made on the basis of total number of exams scheduled** |

****Examination scheduled:** If 1 candidate is scheduled for 2 exam papers then for the payment the number of exams will be considered as 2.

Other Conditions of Payment:

- No ADVANCES shall be paid.
- Deductions from the payment due shall be made for statutory levies, taxes, penalties and liquidated damages etc., as per the contract agreement signed between the parties and in accordance with the applicable rules on the day of the release of payment.
- In case of any recoveries are due to be made with regard to statutory levies, taxes, penalties and liquidated damages, etc., the DGT reserves the right to effect the recoveries from the subsequent payments due to the SP/ Selected Bidder.
- No payment for candidates who have registered and appear for examination but could not complete the examination due to technical or any other operational issues. For such candidates payment shall be made upon successfully conducting the re-examination.

6 Service Level Agreement (SLA)

The purpose of this Service Level Agreement is to clearly define the levels of service which shall be expected by the SP/ selected bidder while servicing the work allocated under the contract. DGT shall regularly review the performance of the services being provided by the SP and the effectiveness of this SLA. DGT would monitor SP's compliance with the SLA.

The SLA shall also be part of the contract to be signed between DGT and SP. However, the SLA's mentioned in the actual contract shall not be limited to those mentioned below, and DGT shall modify the SLA's at the time of contract signing or during the period of the service of contract. DGT reserves the rights to *not penalize the SP* for a service level breach, if the non-compliance is observed to have occurred due to reasonable issues or any un-foreseen circumstances.

The DGT may also impose a larger penalty if the SP fails to comply with one of more SLA's that affects large number of candidates or causes major delays.

| SNo. | Service Level | Criticality | Penalty |
|------|---|-------------|---|
| 1 | Complete registration process of all candidates enrolled under CTS scheme and appearing from exam in a timely manner | High | Failing to complete registration process of candidates within reasonable tolerances of 0-1% shall not be penalized, however the SP shall complete registration for any missed out student within 7 days of registration deadline Delay in commencement and completion of registration arising due to infrastructure issues, technical glitches etc. shall attract a fine of INR 10,000 per day |
| 2 | Generation and delivery/ issuing admit cards for all candidates enrolled for examination | High | Failing to generate admit cards/ hall tickets of candidates within reasonable tolerances of 0-1% shall not be penalized, however the SP shall complete this process for any missed out candidates within 15 days of scheduled deadline Delay in issuance of e-admit cards/ hall tickets arising due to infrastructure issues, technical glitches etc. shall attract a fine of INR 10,000 per day irrespective of number of students affected |
| 3 | Conduct/ host mock computer based examinations/ tests for enrolled candidates | Moderate | Delay in hosting of mock exams as per the agreed to schedule shall attract a fine of INR 10,000 per day |

| 4 | Attendance and candidate verification at examination center | High | Failing to complete verification and capture attendance of candidates in a satisfactory manner shall be penalized |
|----|---|----------|---|
| 5 | Conduct Computer Based Exam in all the planned/ proposed venue/Exam Centers. | High | If exam could not be conducted at an Exam. Center/ Venue due to lack of services provided by the Service Provider, the SP should conduct re- exam at its own cost as per directions of DGT |
| 6 | Availability of requisite manpower in each shift of the examination at Examination Venue as per the contract | Moderate | A penalty of Rs.5,000 per resource per shift in case of non- availability of manpower as per RFP |
| 7 | Provision for 10% buffer computer nodes in each Examination center/ Venue | Moderate | A penalty of Rs.5,000 per Exam center/ venue per shift in case of non- availability of resources i.e.,(10% buffer computer nodes) |
| 8 | Maintain security and confidentiality of question paper provided by DGT i.e. If exam questions /answer keys get leaked before the examination | High | A penalty up to 300% of the value of shift will be imposed The re-examination shall be conducted free of cost by the Service Provider as per directions of DGT Service Provider may also blacklisted for the same by DGT |
| 9 | Error in question (arising from SP's end during hosting) (a) Upto 4% (b) >4% | High | (a) Upto 4% Error in questions or answers or both Penalty amount = Rs.10 x No. of questions with errors x no of candidates in that shift (b) Beyond 4% Error : Penalty amount = Rs.25 x No of questions with errors x no of candidates in that shift |
| 10 | Other errors such as wrong time allocation, wrong question paper-candidate mapping etc. | High | The re-examination shall be conducted free of cost within 14 days of the exam date |
| 11 | Error in evaluation i.e. If error is found in scores as per defined standard during result processing activities | High | Penalty upto a maximum of 10% of work order for that examination shall be imposed |

| 12 | Providing Attendance and other exam related meta data to DGT in a timely manner including attendance | Moderate | A penalty of INR 10,000 per day for each day of delay to be imposed |
|----|--|----------|---|
| 13 | Delay in evaluation i.e. delay in submission of scores | High | No penalty for delay in submission of scores upto 7 days Thereafter, penalty applicable as below: • INR 10,000 per day |
| 14 | Timely completion of other closure related activities/ post examination activities in a time bound manner | Moderate | A penalty of INR 5000 per day for each day of delay to be imposed |

7 General Conditions of the Bid/ Contract

7.1 General Instructions

- Proposals must be direct, concise, and complete.
- DGT will evaluate proposal received from a bidder, based upon its clarity and the directness of its response to the requirements of the project, as outlined in this RFP.
- Bidders shall furnish the required information on their technical and commercial proposals in the enclosed formats only.
- At any stage if the documents submitted by bidder are found to false or incorrect bidder will be disqualified and would be liable for blacklisting and EMD may also be forfeited.
- This RFP and Contract Awarded based on execution of this RFP is not an offer and is issued with no commercial obligation on the part of the DGT. DGT reserves the right to withdraw the RFP and/ or cancel the Contract awarded under this RFP due to change in Government Policy.
- All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi only, and shall be governed by the law of Government of India. DGT reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document and proposal submitted bidder, if any, the interpretation and decision of DGT shall be final and binding on all the bidders. The contract will be for a period of 03 (three) years and may be extended for a maximum of 02 (two) years under the same terms and conditions, subject to satisfactory performance in every exam cycle as per Scope of Work / Work Order, as decided by the competent authorities.

7.2 Mode of Submission

Submission of the bid online through the Central Public Procurement Portal (CPP) (<u>http://eprocure.gov.in</u>) and Hard copy at the given address of DGT office.

- 1. DGT will not accept delivery of proposal in any manner other than what has been prescribed in this document. Proposal delivered in any other manner shall be treated as defective, invalid and is liable to be summarily rejected.
- 2. Technical proposal should not contain any commercial information.
- 3. The proof with technical and commercial proposals should be submitted along with a certified true copy of the corporate sanctions/approvals specifying the authorized representative of the bidder concerned, to sign/act/execute documents forming part of the bid submitted, including various RFP documents and binding contracts, at the portal.
- 4. If any bidder does not qualify in the EOI evaluation criteria, the Technical and Commercial Proposal of that bidder will not be opened.
- 5. The proposals shall be valid for a period of 180 days from the date of opening of the Technical bid. A proposal valid for a shorter period could be summarily rejected. Bids, once submitted cannot be withdrawn by the bidder concerned until the completion of evaluation process.
- 6. In exceptional circumstances, the DGT may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto, shall be made in writing.

7.3 Authentication of Bids

 The original and copies of the bid, shall be typed or written in indelible ink and signed by the Bidder or the official duly authorized by the bidder to this effect. A letter of authorization shall be supported by a written power-of-attorney, accompanying the bid. All pages of the bid, except

for un-amended printed document, shall be initialed in ink and stamped by the authorized person or persons signing the bid.

7.4 Interlineations in Bid

 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder. In such a case, the requisite corrections shall be initialed by the authorized person or persons signing the bid.

7.5 Late Bids

Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained. Shall the bidder face difficulty in uploading the bid online, they shall take prior written approval from competent authority at DGT for submitting the proposal in a pen-drive and hard copy.

7.6 Proposal Preparation Costs

The bidders shall be responsible for all the costs incurred in connection with their participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the DGT to facilitate the evaluation process, and in negotiating a definitive Service Agreement (Master Service Agreement as per the RFP) and all such activities related to the bid process. This RFP does not commit DGT to award a contract or to engage in negotiations with the bidder concerned. Further, no reimbursable cost may be incurred in anticipation of an award of the contract for implementation of the project.

7.7 Supplementary Information/ Corrigendum / Amendment to the RFP

- If DGT deems it appropriate to revise any part of this RFP or to issue additional data to clarify an
 interpretation of the provisions of this RFP, the DGT may issue supplements/corrigendum to this
 RFP. Such supplementary information shall be communicated to all the participating bidders.
 Any such supplementary information shall be deemed to have been incorporated by this
 reference into this RFP.
- At any time prior to the deadline (or as extended by DGT) for submission of bids, DGT, for any
 reason or in response to clarifications requested by a prospective bidder, may modify the RFP
 document by issuing amendment(s) to the effect. All bidders will be notified of any such
 amendment(s).The given amendments will be binding on all the bidders.
- In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, the DGT at its discretion, could extend the deadline for the submission of bids.

7.8 Right to Terminate the Process

 DGT makes no commitments, explicit or implicit, that this process will result in a commercial transaction with any of the bidders participating in the process. A bidder's participation in this process may result in DGT selecting the bidder concerned, to engage in further discussions and negotiations towards the finalization of the contract. The commencement of such negotiations does not, however, signify a commitment by DGT to execute the contract or to continue with further negotiations.

7.9 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the DGT, shall be in English, provided that any printed document furnished by the bidder may be written in another language so long as the same is accompanied by an authenticated English translation. In the given case, for purposes of interpretation of the bid, the English translation shall be binding.

7.10 Bid Prices

- Quantities as specified in Cost Tables in this Bid document would be used for the purpose of commercial evaluation.
- Prices quoted in the commercial bid must be firm and final, and shall not be subject to any upward modifications or escalation, on any account whatsoever. However, DGT reserves the right to negotiate the prices quoted in the bid, to effect an appropriate modification in the commercial terms and conditions quoted.
- The Commercial bid should clearly indicate the price to be charged, without any qualifications whatsoever and should exclude all taxes, duties, fees, statutory levies, works contract tax and other statutory charges as may be applicable in relation to the activities proposed to be carried out in the contract concerned.
- Prices or commercial terms and conditions should not be revealed in any form before the opening of the Commercial Bid. Failure to abide by the given condition could result in the bid submitted by the bidder concerned to be summarily rejected by DGT. If a change in price is envisaged due to any clarification, revised bid shall be submitted with prior written permission of the DGT before the time specified for closing of commercial bid.

7.11 Bid Currencies

Prices shall be quoted in Indian Rupees (INR) only.

7.12 Bidder Qualifications

- The "Bidder" as used in the Bid documents, shall be construed as the one who has signed on the Bid Form. The Bidder may be either the Principal Officer or the Authorized Representative of the bidder. In either case, he / she shall submit a certificate of authority to this effect. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Principal Officer or by the Authorized Representative of the bidder concerned.
- The authorization shall be indicated by written power of attorney accompanying the Prequalification bid.

7.13 Earnest Money Deposit (EMD)

 Bidders shall submit, along with their Bids, EMD of Rs.20,00,000/- (Rs. Twenty Lakh only) in the form of a Demand Draft issued by any Scheduled bank in favour of the PAO,DGT ,MSDE payable at New Delhi, valid for a period of 180 days or the validity period as applicable including extensions if any.

- The EMD of all unsuccessful bidders shall be refunded by DGT within three months of a bidder being notified as unsuccessful. The EMD of successful bidder would be returned upon the submission of the Performance Bank Guarantee.
- The EMD amount is interest free and will be refundable to the bidders, without any interest accrued thereon.
- The bid submitted without EMD shall be summarily rejected
- Bidders claiming Special category concessions from the Government shall be governed under respective provisions and guidelines of the Government of India. Bidders submitted their bids under the given category would be required to submit certification issued by appropriate agency of the Government to substantiate their claim for their benefit hence solicited.
- The bid security may be forfeited in the following conditions:
 - A. If a bidder withdraws its bid during the period of validity of the bid
 - B. In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP

7.14 Bid Validity Period

- Period of Validity of Bids: Bids shall remain valid for 180 days from the date of opening of the Technical bid. A bid valid for a period less than 180 days shall be summarily rejected. However, the prices finalized after opening of the Bids shall not be considered for escalation, throughout the period of implementation and operation of the Contract.
- Extension of Period of Validity: In exceptional circumstances, DGT may request the Bidder(s) for an extension of the period of validity of their Bids. The validity of EMD shall also be suitably extended.

7.15 Commercial Proposal / Bid Prices

- The Bidder is expected to factor in the price of all the items and services proposed, in the Technical Proposal. DGT may at its discretion seek clarifications from a Bidder on his Technical Proposal. Any of the clarifications submitted by the Bidder on the technical proposal, should not have any commercial implications. The Commercial Proposal submitted by the Bidder, should be inclusive of all the items in the technical proposal and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical bid.
- Unless explicitly indicated in this RFP, bidder shall not include any technical information regarding the services in the commercial proposal. Additional information directly relevant to the scope of services as sought, in the RFP, may be submitted with the proposal. However, this information will not be considered for evaluation purposes.

7.16 Correction of Error

Bidders are advised to exercise adequate care in quoting the prices.

7.17 Prices of Components and Overall Price Information

- The Bidder shall quote a price for all the components, the services of the solutions as per the provisions of this RFP document. All the prices shall be quoted in terms of Indian Rupees.
- No adjustment of the price quoted in the Commercial Proposal shall be made on account of any variations in costs of Labour and materials, currency exchange fluctuations with international

currency or any other cost component affecting the total cost, in meeting the obligations under the contract.

- The price quoted in the Commercial Proposal shall be the only payment, payable by DGT to the successful Bidder for completion of the contractual obligations, by the successful Bidder under the Contract, subject to the terms of payment as specified in the proposed commercial bid or the one agreed between DGT and the Bidder after negotiations.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever, within the period of the validity of the proposal and period of the validity of the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected at the discretion of DGT.
- Bidder should provide all prices, quantities as per the format prescribed in the RFP document. No field/columns should be left blank by the bidder. In case of a field being not applicable, the Bidder must indicate "NA (Not Applicable)" in all such fields.
- It is mandatory to provide details of the GST payable by bidder. The bidder shall also submit to DGT, its GST registration certificate and requisite details as per the governing regulations.
- All costs incurred due to any delay, directly attributable to the bidder, shall be borne by the Bidder.
- DGT reserves the right to direct the Bidder to submit proof of payment against any of the taxes, duties and statutory levies as indicated in the bid, within the specified time frame as permitted under Governing Taxation laws.

7.18 Conditions under which this RFP is issued

- This RFP is not an offer and is issued with no commercial obligation on the part of the DGT.DGT reserves the right to withdraw the RFP and change any part thereof at any stage. DGT also reserves the right to disqualify any bidder, should it be felt necessary at any stage.
- If claims /documents submitted by the bidder are found false at any stage of process(i.e. during bidding, award of work and execution)or the firm after submission of bid and due acceptance of the same i.e. after the placement of order or before fails to abide by the terms and conditions of the tender document, and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the DGT will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and consequence of the firm. The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm along with other incidental charges including custom duties, taxes, freight and insurance etc. In case DGT is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm.
- Timing and sequence of events resulting from this RFP shall be determined by the DGT.
- Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against DGT or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).
- Till the finalization of the contract and during the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of DGT. The bidder shall also not engage any official or employee of DGT, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of DGT.

7.19 Rights to the Contents of the Proposal

 All proposals and accompanying documents of the Technical proposal shall be considered as the property of DGT and shall not be returned after opening of the technical proposals. DGT is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without any right to compensation to the bidders.

7.20 Modifications and Withdrawal of Proposals

• No proposal may be withdrawn in the interval between the deadline for submission of the proposal and the expiry of the validity period as specified in this RFP.

7.21 Non-Conforming Proposals

- A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments would be considered as factors leading to a proposal being categorized as non-conforming.
- If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by DGT.

7.22 Disqualification/ Termination

The proposal is liable to be disqualified under the following circumstances:

- Proposal not submitted in accordance with the procedure and formats prescribed in this RFP or are treated by DGT as a non-conforming proposal.
- The form used for submitting the proposal is found to be incomplete.
- Proposal is not accompanied by all the requisite documents
- In case of the bidder submitting the quotation for a part of the project
- Information submitted in technical proposal is found to be misrepresentative, incorrect or false, at any time during the finalization of the contract or during the tenure of the contract, including the extension period, if any.
- Commercial proposal is found to be enclosed along with the technical proposal
- Bidder tries to influence the process of evaluation of the proposal by resorting to unlawful/corrupt/fraudulent means at any point of time during the bid process
- In case any one bidder submits multiple proposals for the same category/slab or in case of a common interest arising amongst more than one bidder, the bidders concerned are likely to be disqualified.
- Bidders may specifically note that while evaluating the proposals, if it comes to the knowledge of DGT, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance, resulting in delaying the processing of the proposal, the bidders so involved would be liable to be disqualified for the award of this contract, which may extend for a further period of three years in regard to tenders floated by DGT.
- Bidder fails to deposit the Performance Bank Guarantee (PBG) or fails to enter into a contract within 21 days of the date of notice of award of contract or within such extended period, as may be specified by DGT.
7.23 DGT's Right to change the Scope of Contract at the time of Award of the Contract

DGT may at any time, by a written order given to the bidder, make changes to the scope of the contract under consideration.

- If any such change causes an increase or decrease in the cost of or the time required for the bidder's performance of any part of the work under the Contract, mutually agreed change in the Value or time schedule relating to the given Contract shall be arrived at between the Bidder and the DGT. Any claim made by the bidder for change under the extant Clause must be asserted from the DGT within a period of twenty one (21) days consequent upon the receipt of the change order.
- DGT reserves the right to withdraw/revoke/cancel the whole or any part of the Bid at any stage without assigning any reason.

7.24 DGT's Right to Accept Any Bid and to reject any or All Bids

- DGT reserves the right to accept any bid and/or annul the Bidding process and reject bids at any time prior to the final award of Contract, without incurring any liability to the bidders concerned and without any obligation to inform the bidders concerned regarding the reasons of said action of DGT.
- DGT reserves the right to negotiate the terms and conditions of the commercial bid with the selected bidder seeking a revision in the bid thus submitted.

7.25 Concessions permissible under statutes

Bidder, while quoting against this RFP, should take cognizance of all concessions admissible under various Statutes including the benefit under statutory provisions relating to GST, failing which, the bidder shall be required to bear the extra cost which arise on account of the bidder not availing concessional rates of levies like customs duty, excise duty, sales tax, etc. DGT shall not bear any responsibility to this effect. However, DGT may provide necessary assistance to the bidder for claiming the given concessions from the statutory authorities concerned. In case of a reduction in the rate of tax claimed by the bidder, the requisite benefit arising out of the given reduction in the rate of tax shall be passed over to the DGT by the bidder.

7.26 Tax Liability

• The bidder shall indicate TAXES/GST wherever applicable

7.27 Uniformity

- All information submitted must clearly refer to page number, section number or other identifying reference in this RFP document. All information submitted must be noted and furnished in the sequence mentioned in this RFP.
- All pages of the proposal submitted by bidder should be sequentially paginated.

7.28 Only One Proposal

• Bidder shall submit only one proposal under each category/slab. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

7.29 Bid Scope

• The bidder cannot bid for a specified portion of the RFP under consideration. The entire scope of work has been detailed in this RFP.

7.30 Duration of Project

 The duration of the project is for a period of 03 (three) academic years from the date of signing of the contract, with option to extend the contract for a maximum period of 05 years under same terms and conditions, subject to satisfactory performance in every exam cycle as per Scope of Work / Work Order, as decided by the competent authorities.

7.31 Termination Clause

 DGT reserves right to terminate the agreement/contract/process at any point of time if the agency does not execute the SLA as per the requirement of DGT

7.32Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, fires, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

The selected bidder or DGT shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. If a Force Majeure situation arises, the service provider shall promptly notify the DGT in writing of such condition and the cause thereof. Unless otherwise directed by DGT in writing, the service provider shall continue to perform its obligations under the contract so far as reasonably practical and shall seek all reasonable alternatives means for performance not prevented by the Force Majeure event.

8 Bidding Format

The bid shall be submitted in 02 parts (A & B) and there shall be 02 bid opening events:

| А | Set 1 (EMD and Technical bid) |
|---|-------------------------------|
| В | Set 2 (Commercial bid) |

The format and content of each part is provided and listed in subsequent sub-sections of this RFP document. Please note that all data provided shall be duly attested by bidder.

8.1 Bid Related Queries

The bidders requiring specific points of clarification may communicate with DGT during the specified period using the following format:

| BIDDER'S REQUEST FOR CLARIFICATION | | | | | | | |
|--|---|--|--|--|--|--|--|
| < <name o<="" of="" td=""><td colspan="7"><<name clarification="" for="" of="" organization="" query="" request="" submitting="">></name></td></name> | < <name clarification="" for="" of="" organization="" query="" request="" submitting="">></name> | | | | | | |
| < <fullformaladdressoftheorganizationincludingphone,faxandemailpointsofcontact>> Tel:</fullformaladdressoftheorganizationincludingphone,faxandemailpointsofcontact> | | | | | | | |
| | | | | | | | |
| | | | Email: | | | | |
| S. No | RFP Reference (Section No. / Page No.) | Content of RFP requiring clarification | Points of clarification required | | | | |
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |

8.2 Set 1 – EMD

As per standard format of Demand-draft issues by scheduled banks.

<u>Note-</u> The latest OM dated 25/07/2017 vide no. F.20/2/2014-PPD(Pt.) of Ministry of Finance , Department of Expenditure, Procurement Policy Division may be followed in respect of EMD.

8.3 Set 1 - Technical Bid Documents List and Formats

| List | of Documents (Non-evaluative | e) | |
|--------|---|--|--------------------------------|
| | Document Name | | Form No. (as applicable) |
| 1 | Bid Submission Letter along | | Form A |
| 2 | Self Declaration letter of Non company letter head and not | -Blacklisting, duly signed by authorized signatory on arized. | Form B |
| 3 | II. Examination Software interfaces, and operapplication SLA III. High Level Implement IV. Security Aspects V. Proposed Teamte (National Level Implement Manager) | entials in enclosed format (form E) (maximum of 10) are overview including architecture, workflow, atimum hardware requirements to meet the tation Plan (Approach and Methodology) ementation Team Members Only, including Project | Form C |
| S. | Technical Evaluation Data wit | Documents required | Form No. |
| NU | | | 125 |
| | | (to be submitted by bidder) | (as applicable) |
| 1 | Legal Structure | (to be submitted by bidder)i. Certificate of incorporation showing the status of company | |
| 1 2 | Legal Structure Overall staff strength | i. Certificate of incorporation showing the status | |
| | | i. Certificate of incorporation showing the status of companyii. Letter from HR head mentioning the number | |
| 2 | Overall staff strength | i. Certificate of incorporation showing the status of company ii. Letter from HR head mentioning the number of employee iii. Copy of certificate clearly indicating validity for STQC ISO 27001 ISO 20001 | |

| | financial year 2016 -2017, 2017-2018 in INR | FY 2017-18FY 2016-17 | |
|---|---|--|--------|
| 6 | Credentials indicating - Maximum no. of candidates appeared/scheduled in computer based examination in single shift completed in India in last three year (as on date of bid submission, Including Online Application, Admit Card generation, Content creation, Conduct of exam including venue booking, Result and Merit list declaration | vi. Work Order stating scope of work & Client testimonial/completion/ acknowledgement letter along with current contact details of the client (List of assignments shall be provided in enclosed format) | Form D |
| 7 | Number of assignments executed by the agency in conducting end-to-end computer based Exams with minimum of 50,000 registered candidates (Including Online Application, Admit Card generation, Content creation, Conduct of exam including venue booking, Result and Merit list) | vii. Work Order stating scope of work & Client testimonial/completion/ acknowledgement letter along with current contact details of the client (List to be provided in enclosed format) | Form D |
| 8 | The bidder should have delivered at least One (1) Computer Based Exam/ Assessment for single client (Including Online Application, Admit Card generation, Content creation, Conduct of exam, venue/exam centre booking, Result and Merit list declaration) having more than 50,000 candidates in a single exam cycle having more than 50 unique question papers (unique paper may be understood different subjects) in at least 80 | viii. Client Certificate/ work order/ contract clearly indicating the unique number of question paper in single exam cycle and number of locations (List to be provided in enclosed format) | Form E |

| | locations pan India basis at multiple centers | | |
|----|---|--|--------|
| 9 | Credentials indicating years of experience in conducting CBT/online examination | ix. Declaration by Authorized Signatory along with copy of Work order/ contract/ completion letter from client clearly showing the date of award along with current contact details of the client (List of assignments to be provided in enclosed format) | Form D |
| 10 | Average number of question papers hosted/prepared per year for administering online/CBT term/semester/certification Exam (at venues booked by bidder) in last 02 years | x. Client Certificate/Testimonials/ Contract clearly indicating the same (List of assignments to be provided in enclosed format) | Form F |
| 11 | Signed contract/MOU with exam center across India | xi. Copies of MoUs/ Contract/ Client Letters signed with exam centers clearly indicating number of centers/ location (List of assignments to be provided in enclosed format) | Form G |

Form A

[Location, Date] To, Director (TTC), Directorate General of Training Ministry of Skill Development & Entrepreneurship 1st Floor, Employment Exchange Building, Pusa, New Delhi – 110 012

Subject: Submission of Technical proposal in response to the RFP for selection of Service Provider to conduct 'End to End Computer Based Online Examination System for candidates enrolled under Craftsmen Training Scheme (CTS)' (RFP Ref. No.....)

Dear Sir,

Having examined the tender documents including all Annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services/job for in accordance with your Request for Proposal dated [*Insert Date*]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Commercial Proposal sealed under a separate envelope. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signatory [In full and initials]: Name and Title of Signatory: Name of Firm: Address: Contact no.

Form **B**

SELF-DECLARATION NON-BLACKLISTING

To,

Director (TTC), Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange Building, Pusa, New Delhi – 110 012

Sir,

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled.

Thanking you,

Yours faithfully,

Name of the Bidder

Authorized Signatory

Seal of the Organization

Form C

| S. No | Item | Details | Attachment Ref. number |
|-------|---|---------|---------------------------|
| 1 | Name of the Project | | |
| 2 | Date of Work Order | | |
| 3 | Client Details with address and contact numbers | | |
| 4 | Scope of Work | | |
| 5 | Contract Value | | |
| 6 | Completion Date | | |

Form D

| S. No. | Name of the Client/ engaging body | Name of Examination | Nature of services provided | Actual Date of Exam | No. of Students appeared/ scheduled (in lakh) | Name and Address/Tele phone No./email of officer to whom reference may be made |
|-----------|--|------------------------|-----------------------------------|------------------------|---|---|
| | | | | | | |
| | | | | | | |

Form E

| S. No. | Name of the Client/ engaging body | Name of Examination | No. of unique questions papers | No. of locations | No. of Students appeared/ scheduled (in lakh) | Name and Address/Tele phone No./email of officer to whom reference may be made |
|-----------|--|------------------------|--------------------------------------|---------------------|---|---|
| | | | | | | |
| | | | | | | |

REQUEST FOR PROPOSAL (RFP) For Selection of Service Provider to conduct End-to-End Computer Based Online Examination of candidates enrolled under CRAFTSMEN TRAINING SCHEME (CTS) Directorate General of Training, Government of India 44

Form F

| S. No. | Name of the Client/ engaging body | Name of Examination | Year of Examination | No. of question papers hosted | No. of Students appeared/ scheduled (in lakh) | Name and Address/Tele phone No./email of officer to whom reference may be made |
|-----------|--|------------------------|------------------------|--|---|---|
| | | | | | | |
| | | | | | | |

Form G

| S. No. | Name of the Client/ engaging body | Name of Examination | Name of Exam Center Vendor | No. of locations/ Centers for which MoU was signed | No. of Students appeared/ scheduled (in lakh) | Name and Address/Tele phone No./email of officer to whom reference may be made |
|-----------|--|------------------------|----------------------------------|--|---|---|
| | | | | | | |
| | | | | | | |

Set 4– Commercial Bid Format

Τo,

The Director, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange Building, Pusa New Delhi – 110 005

Subject: Submission of Commercial proposal in response to the RFP for Selection of Software firm / System Integrator to Design, Develop, Customize, Implement & Maintain an End to End Computer Based Online Examination System for the Craftsmen Training Scheme (CTS) to be conducted by Directorate General of Training (DGT)

Dear Sir,

We hereby offer the below quote for an End to End Computer Based Online Examination System for the Craftsmen Training Scheme (CTS) to be conducted by Directorate General of Training (DGT) (As per terms and conditions as described in this RFP). Taxes/GST as per Government of India rules will be paid extra.

| S. No | Item Description | Per Student per exam paper Cost excluding All Tax (In Figures in INR) | Per Student per exam paper Cost excluding All Tax (In Words in INR) |
|-------|--|--|--|
| 1 | Examination charges per student per exam paper (inclusive of all services provided under the scope of the project) | | |

Note:

No other costs will be paid to the bidder, apart from the one mentioned above. The commercial quote and all the payments will be made in Indian Rupees only.

Yours faithfully,

Authorized Signatory with seal

Date:

8.4Performance Bank Guarantee

Performance Security

[The bank, as requested by the successful Consultant, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: DGT, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange

Building, Pusa, New Delhi 110012

Date: [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

То

The Director, Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange Building, Pusa, New Delhi 110012

Sir,

PERFORMANCE BANK GUARANTEE for services mentioned under RFP for ______ Reference No: DGT------ (hereinafter referred to as "RFP") issued by Directorate General of Training, Ministry of Skill Development & Entrepreneurship, Government of India.

WHEREAS

M/s. ______, a company registered under the Companies Act, 1956, having its registered and corporate office at (address of Company), (hereinafter referred to as our "constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), has submitted its proposal dated ______ in response to the RFP and has been selected by Directorate General of Training for providing services mentioned in the RFP.

We are aware of the fact that as per the terms and conditions of the RFP, [name of the company] is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount of Indian Rupees ______ (Rupees in Words), being equivalent to ______ of the total of the price as quoted in the commercial proposal submitted by the constituent and guarantee the due performance by our constituent as per the contract to be executed with Directorate General of Training (hereinafter referred to as "contract") and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

REQUEST FOR PROPOSAL (RFP) For Selection of Service Provider to conduct End-to-End Computer Based Online Examination of candidates enrolled under CRAFTSMEN TRAINING SCHEME (CTS)

Directorate General of Training, Government of India

In consideration of the fact that our constituent is our valued customer and the fact that it has been selected to provide the services under terms and conditions of RFP and execute the said contract with Directorate General of Training, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Indian Rupees _____ (Rupees in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold good till the completion of three (3) months beyond the expiration of contract period i.e. till _____, subject to the terms and conditions in the said contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said contract until the completion of three (3) months beyond the expiration of contract period i.e. till ______ for the total solution as per said contract.

We further agree that the termination of the said contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights:

- i) Requiring to pursue legal remedies against DGT; and
- ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the contract and any resentment, demand, protest or any notice of any kind.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to Indian Rupees _____/- (in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

- I. Our liability under this Performance Bank Guarantee shall not exceed Indian Rupees _____/- (in words);
- II. This Performance Bank Guarantee shall be valid only up to the completion of 3 months beyond the contract period i.e. till _____ for complete solution and services; and
- III. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before ______ for the proposed services specified in the contract.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated this day 2018.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Witness

Name

Designation

(Address of the Bank)

[Note: The Bank Guarantee should be executed on stamp paper in accordance with stamp paper act. The stamp paper should be in the name of the executing bank.

Annexure I: Reference candidate data

Candidates Enrolled in 01 year/ 02 year courses, for current academic year i.e. 2018-19 (As per data provided by IT systems on 31^{st} Oct 2018):

| State | No. of | No. of ITI's | No. of Trades/ | No. of |
|------------------------------|----------------------|--------------|--------------------|---|
| | Districts covered | operational | courses offered | Trainees Enrolled (Current Academic Year) |
| Andaman & Nicobar Islands | 2 | 3 | 11 | 384 |
| Andhra Pradesh | 14 | 447 | 34 | 59147 |
| Arunachal Pradesh | 5 | 5 | 20 | 648 |
| Assam | 18 | 25 | 23 | 2751 |
| Bihar | 41 | 1086 | 35 | 104074 |
| Chandigarh | 1 | 2 | 23 | 1009 |
| Chhattisgarh | 25 | 208 | 38 | 21432 |
| Dadra & Nagar Haveli | 1 | 1 | 6 | 116 |
| Daman & Diu | 2 | 2 | 7 | 207 |
| Delhi | 9 | 50 | 51 | 12777 |
| Goa | 2 | 13 | 24 | 1801 |
| Gujarat | 32 | 363 | 48 | 60144 |
| Haryana | 22 | 361 | 69 | 64859 |
| Himachal Pradesh | 12 | 223 | 51 | 20686 |
| Jammu and Kashmir | 22 | 36 | 17 | 2846 |
| Jharkhand | 22 | 236 | 30 | 28432 |
| Karnataka | 30 | 1430 | 43 | 80758 |
| Kerala | 14 | 399 | 78 | 38110 |
| Madhya Pradesh | 51 | 800 | 45 | 70108 |
| Maharashtra | 35 | 834 | 70 | 114676 |
| Manipur | 1 | 1 | 6 | 117 |
| Meghalaya | 2 | 2 | 15 | 336 |
| Mizoram | 3 | 3 | 20 | 443 |
| Nagaland | 2 | 2 | 9 | 165 |
| Odisha | 30 | 453 | 46 | 49961 |
| Puducherry | 4 | 14 | 18 | 1131 |
| Punjab | 23 | 262 | 51 | 41706 |
| Rajasthan | 33 | 1184 | 56 | 116329 |
| Sikkim | 3 | 3 | 18 | 401 |
| Tamil Nadu | 32 | 401 | 72 | 40376 |
| Telangana | 10 | 248 | 29 | 36228 |
| Tripura | 8 | 19 | 29 | 2734 |
| Uttar Pradesh | 77 | 2703 | 78 | 321092 |

| Uttarakhand | 13 | 154 | 39 | 12638 |
|-------------|-----|-------|-----|---------|
| West Bengal | 19 | 243 | 57 | 33850 |
| Grand Total | 613 | 11940 | 123 | 1342472 |

Annexure II: List of languages for examination

| S.No | Language |
|------|-----------|
| 1. | Bengali |
| 2. | Odiya |
| 3. | Tamil |
| 4. | Malayalam |
| 5. | Kannada |
| 6. | Gujarati |
| 7. | Marathi |
| 8. | Telugu |
| 9. | Punjabi |
| 10. | Urdu |
| 11. | Assamese |
| 12. | Hindi |
| 13. | English |

Annexure III: Table showing number of Subject for Online Examination for CTS Annual Scheme

| | Engineering Trade | | | | | | Non-Engineering Trades | | | | | |
|----------|-------------------|------------|------------------------|--------|-----------------------|------------------------|------------------------|------------------------|---------------------|------------------------|--------|------------------------|
| | One Year Courses | | Two Year Courses | | Six Months Courses | | One year Courses | | Two Year Courses | | | |
| | Theory | W/Shop Cal | Employability Skill | Theory | W/Shop Cal | Employability Skill | Theory | Employability Skill | Theory | Employability Skill | Theory | Employability Skill |
| | 29 | 29 | 29 | 45 | 45 | 45 | 4 | 4 | 52 | 52 | 2 | 2 |
| 1st year | 29 | 29 | 29 | 45 | nil | 45 | 4 | 4 | 52 | 52 | 2 | 2 |
| 2nd year | nil | nil | nil | 45 | 45 | nil | nil | nil | nil | nil | 2 | nil |