# **Tender**

# For

# Online Examination (Computer Based Test): Conduct and Processing for Various Examinations of the All India Institute of Medical Sciences, Jodhpur

NIT Issue Date : 06<sup>th</sup> August 2016

NIT No. : Admn/Tender/06/2016-AIIMS.JDH

Last Date of Submission: 30<sup>th</sup> August, 2016 at 03:00 PM.



# All India Institute of Medical Sciences, Jodhpur

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## **Disclaimer**

This Tender is not an offer by the All India Institute of Medical Sciences, but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All India Institute of Medical Sciences with the vendor/bidder.

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### 1. About AIIMS

AIIMS Jodhpur is one of the SIX NEW AIIMS established by the Ministry of Health & Family Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) with the aim of correcting regional imbalances in quality tertiary level healthcare in the country and attaining self-sufficiency in graduate and postgraduate medical education. PMSSY planned to set up 6 new AIIMS like institutions in underserved areas of the country.

These institutions are being established by an Act of Parliament on the lines of the original All India Institute of Medical Sciences in Jodhpur which imparts both undergraduate and postgraduate medical education in all its branches and related fields, along with nursing and paramedical training to bring together in one place educational facilities of the highest order for the training of personnel in all branches of health care activity.

### 1.1 Objectives of AIIMS

- To develop a pattern of teaching in undergraduate and postgraduate medical education in all its branches so as to demonstrate high standard of medical education to all medical colleges and other allied institutions in India.
- To bring together in one place educational facilities of the highest order for the training of the personnel in all important branches of the health activity.
- To attain self-sufficiency in postgraduate in medical education.

# 2. Purpose of this Tender

This Tender establishes the fundamental requirements for Online Examination (Computer Based Test) Conduct and Processing for Various Examination of the All India Institute of Medical Sciences (AIIMS), Jodhpur for entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of AIIMS.

### 3. Bidding Process

### 3.1 Invitation for Bids

	Online Examination (Computer Based Test) : Conduct
Name of Work	and Processing of Various Recruitment Examination of the
	All India Institute of Medical Sciences, Jodhpur
NIT Issue Date	06 <sup>th</sup> August 2016
Tender Fees	Rs. 1,000/- (Rupees One thousand only)
Earnest Money Rs.	Rs. 25,00,000/- (Rupees Twenty Five Lakh Only)
Sealed bids will be	
received up to (Date and	30 <sup>th</sup> August 2016 till 03:00 PM
time)	
Technical Bid will be	
opened	30 <sup>th</sup> August 2016 at 03:30 PM
on (Date and time)	
Place of bid submission	All India Institute of Medical Sciences, Jodhpur
and opening	

### 3.2 General Information and Instruction to the Bidders

### 3.3 Submission of offers

The Vender shall submit their proposal in two parts:

- (i) Technical Proposal
- (ii) Financial Proposal
- a) The tender is a "Two Bid' document. The **technical proposal** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The **financial proposal** should contain only price Bid Form IX. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- c) All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable".
  - However the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- d) The Tenders should be computer generated but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.
- e) Bidders must keep their offer open for a minimum period of 120 days from the date of

opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.

- f) Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The AIIMS may also independently seek information regarding the performance from the clients.
- g) The bidder is advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the Institute calls for it.
- h) <u>Incorrect or misleading information:</u> If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, AIIMS reserves the right to reject such a tender at any stage.
- i) All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- j) Even though agency may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc.
- k) The tender document has to be downloaded from Institute's website (www.aiimsjodhpur.edu.in) and be submitted along with a fee of Rs. 1,000/- (Rupees One Thousand only) in form of demand draft in favour of All India Institute of Medical Sciences, Jodhpur. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. The technical and financial documents should be kept separately in sealed envelopes and both the envelopes should be kept in one envelope super-scribing "Tender for Online Examination (Computer Based Test): Conduct and Processing" so as to reach Administrative Officer, AIIMS, Jodhpur. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in clause (3.1) in presence of bidders who may like to be present.
- I) Offers should be sent by Registered post with date/ Postmark so as to reach us before closing date. The sealed bid may also be dropped in Tender box of the Institute.
- m) Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of AIIMS. Such offers will not be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- n) The payment shall be in Indian Rupees and shall be paid only after successful completion of work without errors and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, The AIIMS shall have liberty to get it done

through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

- o) Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding though consortium is not allowed.
- p) The Director, AIIMS reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Director, AIIMS shall be final. The work can be awarded to one or more agencies if need arises. Initially the contract will be for two (2) years extendable to one (1) year at the discretion of competent authority.

### 3.4 Price Quotation

- a) The bidder shall indicate the prices/rates as specified in the quotation format.
- b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the Examination Section, AIIMS, Jodhpur.
- c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

### 3.5 Security Deposit/EMD

- a) The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.25,00,000/- by way of demand drafts or Bank Guarantee only. The demand drafts shall be drawn in favour of "All India Institute of Medical Sciences, Jodhpur". The demand drafts or Bank Guarantee for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. Bid(s) received without EMD will be rejected.
- b) The tenders without EMD (except those having exemption from depositing EMD) shall be summarily rejected.
- c) The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of contract value to the Institute before release of his EMD.
- d) Earnest money will be returned to unsuccessful bidders without interest after award of contract or setting aside the tender, as the case may be.
- e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

### 3.6 Acceptance of offer

AIIMS reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

### 3.7 Evaluation Process

The technically qualified bidder with the lowest rates in financial bid would be awarded the contract subject to other terms and conditions of Tender.

### 4. Scope of work

Scope of work is related to Conduct and Processing of Online Examinations of AIIMS, Jodhpur.

### 4.1 Scheme of Examination:

**4.1. Scheme of Examination** (Although changes are unlikely, changes if any are subject to approval of the competent authorities.)

### i) Various Recruitment Examination:

- (a) Computer Based Test (CBT) using Intranet/ (LAN) in major cities of Rajasthan and in Delhi/NCR, if required.
- (b) Questions will be of MCQ type.
- (c) Duration of examination will be: varying between one to three hours.
- (d) Medium of examination will be English or Hindi or both depending on the category of Exams.

### 4.2. Schedule of Examination

S.No Examination Name		Tentative month of Examination	
1.	Various Recruitment Examination	Entire Year	

### 4.2 Deliverables

The deliverable of the project is the successful Conduct and processing of various examinations of the Institute in online mode (Computer Based Test).

The bidder will be responsible for setup and maintenance of command centre at Examination Section, AIIMS with adequate and technically qualified manpower to successfully execute and monitor the following main categories of deliverables as given below:

•	PRE EXAMINATION WORK
•	CONDUCT OF ONLINE EXAMINATION
•	POST EXAMINATION WORK

### PRE EXAMINATION WORK

- I. The Service Provider should design the application for candidates to register themselves for the online examination.
- II. The Service Provider should make the provision for admit card download. The candidate should be able to download and take the print of successfully filled applications.
- III. Designing the online examination plan and examination process under consultation with Examination Section for :
  - a) Selection of online Examination Centers / Venues
  - b) Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc)

- c) Candidate handling & identification process at Examination Centre.
- d) Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used at Examination Centres.
- e) Other related processes involved for conducting AIIMS online exams as required by the Examination Section.
- IV. To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- V. To provide specifications for Hardware and Software required at all stages of the AIIMS online exams at online Examination Centres and for Devices and systems to be used for authentication and audit trail mechanisms required for AIIMS online exams.
- VI. To provide consultancy, training and manpower support to handle the entire AIIMS online exams project at the Examination Section. The required Hardware, Software, networking shall be installed by agency at Examination Section, AIIMS, Jodhpur.
- VII. To provide and setup secured software for Authoring and Complete Examination Management Process at Examination Section, AIIMS, Jodhpur.
- VIII. To provide training/ manpower for generation of encrypted confidential data that will be used for test delivery across various centres.
- IX. To provide Online Examination (CBT) delivery software as per customization of AIIMS, Jodhpur.
- X. To identify required secure Test Centres in various cities as per requirement of Examination Section, AIIMS after receiving intimation regarding city locations and approximate number of candidates and provide details in writing within a month along with details of the facilities offered at each of centre.
- XI. The location of examination centres/ venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centres must be accessible by differently abled candidates.
- XII. While providing computers and relevant software with necessary security systems, the bidder shall keep in view the requirements of differently able candidates.
- XIII. Each exam centre should be of minimum capacity of 160+20% buffer i.e. 32 per 160 systems as buffer and total 192 systems for each online examination slot/session (in exceptional circumstances it may vary).
- XIV. At each examination centre there should be sufficient no. of **additional switches** that can be used at the time of emergency.
- XV. To ensure that Test Centre has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of AIIMS online exams.
- XVI. To ensure 3 tier Electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for atleast 4 hours at each Test Centre.
- XVII. Minimum one centre at each city should be OPH friendly.
- XVIII. To ensure that sufficient no. of Air conditioners should be available in the examination lab and they should be working properly during the examination.
- XIX. To carry out periodic audit at Test Centres for :-
  - 1. Hardware Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  - 2. Software Operating System, Screen resolution, bandwidth for internet and LAN connectivity, Browser compatibility.
  - 3. Working conditions of UPS and Generator.
  - 4. Adequate Air-conditioning in labs.

- XX. To ensure suitable drinking water and separate toilet facilities for both Boys and Girls, at each floor of examination centre.
- XXI. To ensure availability of proper security, frisking at the examination centres.
- XXII. To provide facility of mock test for candidates through website and any support required in this regard is to be provided through call centre. Providing Toll free number will be advantageous for technical consideration.
- XXIII. To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall logged in through dummy roll numbers and report shall be submitted to the Examination Section.
- XXIV. To provide Hardware and Software required to setup AIIMS Command Center for Monitoring, Administration and Control of all activities at all stages during Online Exam.
- XXV. The various blocks of Exam center to be used for online examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries.
- XXVI. The backup server should be properly configured to ensure the redundancy in case the primary server fails.
- XXVII. Any other work decided by the Examination Section on the basis of requirement of the individual examination.
- XXVIII. The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
- XXIX. To prepare the content for the examination based on the syllabus shared by AIIMS, Jodhpur.
- XXX. The bidder should have sufficient number of SMEs for content creation. If required, the bidder should identify the required SMEs prior to the contract signing.
- XXXI. To ensure complete security of the content created by the bidder.

### CONDUCT OF ONLINE EXAMINATION

Minimum manpower deployment at each examination centre must as per following requirement:-

Each Exam Centre of capacity of 200 buffer should have the minimum following personnel's to be deployed by the agency

Test Centre Administrator	1 (One for each centre)
IT Manager	1 for each 200 candidates
Invigilators	2 per 20 candidates
Support Staff	2 per 100 candidates
Security Guards	2 per 100 candidates
Electrician	1 (One for each centre)
Peons	2 per 100 candidates

<u>Note:</u> Above staff should be increased proportionately on the basis of candidates allotted to that centre.

- II. The Conduct of examination would be multidisciplinary / multiple subject/ multilingual as per scheme of examination. Henceforth the test delivery system should able to handle this aspect of multidisciplinary / multiple subjects/ multilingual very well.
- III. To host the exam and manage the test delivery process through intranet based

- solution at Examination Centres, the computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- IV. To arrange frisking of candidates at examination centre, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of the AIIMS.
- V. To complete registration process of the candidates before start of examination (digital photo, bio-metric finger print etc) and after that allow candidates to appear for test at Examination Centres.
- VI. To arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Online Examination Centers.
- VII. To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit ability of the assessment process.
- VIII. To obtain candidate's feedback through online Feed Back Form, after examination is over.
- IX. Candidate responses to a question paper should be sent back to the central server (Data center) from the server of a exam centre within half an hour from the conclusion of examination.
- X. To arrange Video Surveillance at all examination centres. Video Surveillance with recordings have to be submitted after its proper sealing. It would be an optional feature and will be utilized as per need of the Examination Section, AIIMS.
- XI. To devise and setup system for monitoring and supervision of Examination
- XII. Centre activities (Centre level/ Candidate's level) at designated office.
- XIII. To transfer/export the data in encrypted format including raw score data from local server to Central server and vice versa as per the instruction of Examination section, AIIMS.
- XIV. To provide blank paper sheet/s to the candidates as per requirement.
- XV. To provide softcopy of candidates response sheets at the end of the test as per requirement of AIIMS, Jodhpur.
- XVI. To send confidential data of examination as per instruction of Examination Section, AIIMS.
- XVII. Contingency plan for Student management/Shifting in case of any emergency.
- XVIII. Proper care and handling of all the logistics provided by AIIMS for Conduct of Examination.

### **POST EXAMINATION WORK**

- I. To calculate marks obtained by each candidate as per requirement of Examination Section, AIIMS.
- **II.** To provide Post Examination Analytics Report in the following manner:
  - i) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.)
  - ii) Student performance Analysis.
- III. To provide Hardware and Software required for Biometric verification of candidates at various stages starting from conduct of examination to final selection of the candidates.
- IV. To provide documented inputs and support for handling Students queries
- V. To carry out other works related to post processing of responses & other confidential data and providing data as required by the Examination Section, AIIMS.

- I. Press interaction
- II. RTI queries
- III. Court Cases

<u>Note:</u> The agency shall have to carry/ demonstrate complete System Test Run (STR) with test data to the AIIMS before implementation. The agency should also be able to demonstrate click by click audit trail for any type of enquiry.

# 5. Eligibility Criteria / Prerequisite

- The bidder should be a company/ firm registered (minimum 5 years old) in India and The
  registered agency should be operating in India for a minimum of three years with an
  objective of offering relevant IT Solutions and Services that are the subject matter of this
  tender.
- The bidder shall be single point of contract with AIIMS and shall be solely responsible for the
  execution and delivery of the work. No Consortium of companies is allowed. The Service
  Provider will provide examination delivery software.
- The bidder should have delivered at least 3 examinations of at least 50,000 candidates in each examination in each year for the last 3 years ending FY 2015-16 for Central Government Departments or their Autonomous bodies or PSUs/ Exam conducting bodies for Central Government Departments.
- The bidder should have delivered minimum 2 examinations of at least 20,000 candidates in a single shift in last 5 Years ending FY 2015-16.
- The bidder must have successfully executed 3 similar project(s) on all India basis, out of which at least one project should be Conduct of Computer Based Examination in 25 or more cities with capability of 60,000 or more candidates in single day for Central Government Departments or their Autonomous bodies or PSUs/ Exam conducting bodies for Central Government Departments. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead.
- The Service Provider shall ensure the maximum security of processes, infrastructure, servers, networks etc. as per the plan drawn in consultation with AIIMS.
- The bidder should have valid ISO 9001, ISO 27001, ISO 20000 and CMMi level 5 certifications.
- The bidder should have provisions of 256 bits encryption for data transfer and the system to decrypt the data at examination centre.
- The bidder must have own source code or copyright/license of application software for deployment and commercial use for other organizations.
- The bidder firm would be summarily rejected in case of any conditional bid offering.
- The Bidder should have a minimum annual turnover of at least Rs. 50 Crores in each year for last three years operation from conduct of competitive examinations and education related services. The balance sheet/audited report for the last three financial years should be

- submitted (2013-14, 2014-15, 2015 -16). The bidder should be a profit making entity after all tax paid, for preceding financial three years.
- There should be a primary Data Centre with Secondary Data Centre site for data security.
   Both the Data centres should be located in India in different seismic zones. The data centre must be tier III and ISO certified Data Centre should be as per the Government of India guidelines. The infrastructure of the bidder must be Cert-in-certified.
- The Organization must be CMMi-5 certified for both Development and Services.
- Self-certification mentioning that the system is full proof and there has been no infiltration in the system in last one year.

### 5.1 Important

- Must be able to conduct online examination in multidisciplinary / multiple subjects as well.
- The bidder should have sufficient number of Technical and Administrative employees on its pay roll for the proper execution of the contract. The bidder should submit list of the employees stating clearly how these would be involved in this work.
- The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax etc. and should submit valid certificates of registration with these authorities.
- The Bidder should have infrastructure in all the major cities with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- The agency should not have been blacklisted by central / state government departments / undertakings.
- The bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of one hour.
- At any time before the submission of bids, AIIMS may amend the tender by issuing an addendum in writing or by standard electronic means.
- The bidder should have at least regular 100 or more technical employees employed inhouse in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration etc. shall be submitted.
- The bidder should not be providing same services of Conduct and Processing of Online (CBT) Examination to any Central Govt./ State Govt./PSU etc. at lower rates as quoted in Financial Bid. Bidder has to submit an affidavit for the same.
- Even though bidders may satisfy the above requirements, they may be disqualified if they have:
  - Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
  - If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - > If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
  - If bidder is engaged in any activity such as conducting of coaching classes etc which can influence conduct of professional exam.

### 5.2 The technical bid shall consist of -

- I. Technical information as desired in prescribed format under Form I to Form VIII.
- II. The Price/Financial bid as per Form IX shall be sealed separately in an envelope as shall be in accordance with terms in tender document.
- III. Physical Infrastructure such as availability of test centres, technology, hardware, software etc. as desired under clause 4.0 Scope of work and 5.0.
- IV. Duly signed copies of Quality and Security certifications.
- V. EMD/Security deposit.
- VI. A copy of bid document with all pages signed and stamped at the bottom by the bidders' authorized signatory.
- VII. Envelopes must be sealed and super-scribed as required.

Note: Must see Form – II Checklist.

### 6. General clauses

### 6.1 **Standard of performance**

The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the AIIMS. The Bidder shall always support and safeguard the legitimate interests of the AIIMS, in any dealings with the third party.

The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Examination Application Software before installation will be subjected to 'Quality Assurance Test' prescribed by the AIIMS.

The security of the system should be fool proof and shall be treated as "**not fool proof**", where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor/bidder.

The vender/bidder shall be liable to pay to the AIIMS for any financial losses by way of some of system and process failure.

### **6.2 Intellectual Property Rights**

No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

### 6.3 Applicable Law

The contract shall be interpreted in accordance with the laws of the Union of India and the Rajasthan Government.

Governing Law and Choice of Forum:

- ➤ The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Jodhpur.
- Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. AIIMS will NOT be a party to the same.

### **6.4 Performance Security**

Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 10% of the total order value as demanded by the AIIMS, valid up to 90 days after the date of completion of the contract.

The proceeds of the performance security shall be payable to the AIIMS as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the

Contract. This shall be in addition to any other action/penalty taken by AIIMS for failure.

The Bidder has to deposit this security in the form of Bank Guarantee of a Nationalised Bank, which is valid for the entire period in favour of the AIIMS.

The Performance Security will be discharged by the AIIMS and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

### 6.5 Governing Language

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

### 6.6 Consortium

No consortium will be entertained by AIIMS. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with AIIMS or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

### 6.7 Penalty Clause / Liquidated Damage

If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to the delay on the part of AIIMS, a penalty @ 1.0% of the bid value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the AIIMS, to account for the delay.

If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The AIIMS may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder.

If the service providing agency does not provide the Air Conditioning facilities and required numbers of invigilators in labs as well as other facilities mentioned in the tender document at Centre/s, the penalty will be imposed to it on the basis of feedback received from the Faculty of AIIMS deployed at Centre and it may up to 10% of quoting rates (per candidate rate) for each deficiency.

### 6.8 **Prices**

The prices quoted for the items/services shall under no condition change during the period of agreement.

### 6.9 **Subcontracts**

The Bidder shall not subcontract the awarded contract or part thereof without written consent of the AIIMS, Jodhpur.

### 6.10 <u>Delays in the Bidder's Performance</u>

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Bidder in accordance with the approved time schedule as notified from time to time by the Examination Section, AIIMS to the bidder and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the AIIMS in writing the fact of the delay, it is likely duration and its cause(s). The AIIMS will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the AIIMS on its own.

Delay on part of the Bidder in the performance of its delivery obligations shall render the bidder liable to the imposition of penalty unless an extension of time is agreed upon.

### **6.11** Termination for Default

Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:

- The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
- The quality of the delivery of various tasks is not up to the satisfaction of the AIIMS.
- The defaulting party fails to perform any other obligation under the agreement.

In the event of the AIIMS terminating the contract in whole or in part, the AIIMS may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the AIIMS for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.

The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to AIIMS for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.

In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.

In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

### **6.12** Termination for convenience

The AIIMS, by written notice of at least 90 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the AIIMS's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such

termination becomes effective.

The AIIMS shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices. For the remaining items/services, the AIIMS may elect:

- To have any portion completed and delivered at the contract terms and prices; and /or
- ➤ To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

### **6.13 Termination for Insolvency**

The AIIMS may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the AIIMS.

### 6.14 Suspension

The AIIMS may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

- Shall specify the nature of the failure and
- Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder.

The AIIMS may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.

### 6.15 Confidentiality

The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the AIIMS's business or operations without the prior consent of the AIIMS.

AIIMS also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of AIIMS in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (subject to provisions of the law of the land).

### 6.16 Force Maieure

Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the AIIMS, regarding Force Majeure shall be final and binding on the Bidder.

If a Force Majeure situation arises, the Bidder shall promptly notify to the AIIMS in writing, of such conditions and the cause thereof. Unless otherwise directed by the AIIMS in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The AIIMS may, terminate this agreement by giving a written notice of a minimum 15 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 30 days.

### 6.17 Resolution of Disputes

The AIIMS and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.

If, after 20 days from the commencement of such informal negotiations, the AIIMS and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and the AIIMS shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the AIIMS or the Bidder to interfere in or prevent normal functioning of the Project.

### 6.18 <u>Legal Jurisdiction</u>

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Rajasthan (India) only.

### 6.19 **Local Conditions**

The Bidder shall inspect the cities/sites of operation and shall satisfy himself of the cities/site conditions and availability of required resources and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

### 6.20 Responsibilities of the Bidder

The bidder shall be responsible for the successful conduct and processing of online examination (Computer Based Test) as per the terms and specification and direction of Examination Section, AIIMS

### 6.21 Interpretation

In these Terms & Conditions:

References to laws shall mean the applicable laws of India and references in the

singular shall include references in the plural and vice versa.

- References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this tender.
- The headings are inserted for convenience and are to be ignored for the purposes of construction.
- Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- In case of any inconsistency between this tender and the Bid made to AIIMS, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, the decision of AIIMS shall be final & binding on the Bidder/Bidders.

### 7. Quotation Formats

The following forms are required to be used for submission of bid -

Form I : Bid Form

Form II : Checklist

Form III : Particulars and qualifications of the bidders.

Form IV : Duly authenticated list of full time Technical and Administrative Personnel to be

employed for the work.

Form V : Details of Similar completed works during last 3 years.

Form VI : Details of work under execution or awarded.

Form VII : List of Satisfactory Performance report from clients

Form VIII : Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Form IX : Price Bid (in separate sealed envelope)

Form I: Bid Form  Reference No.: FILE NO.
The Director, All India Institute of Medical Sciences, Jodhpur
Sir, I/ We hereby submit our tender for Online Examination (Computer Based Test): Conduct and Processing for Various Examination of the All India Institute of Medical Sciences, Jodhpur
I / We have enclosed the earnest money deposit in the shape of demand draft of Rs. 25,00,000/- (Rupees Twenty five lakhs only) (Refundable) in the name of the AIIMS, Jodhpur, payable at Jodhpur, Demand Draft .No dated dated.
I / We hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
I / We undertake to sign the contract / agreement within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my earnes money deposit may be forfeited and our / my name may be removed from the list of service providers / suppliers at the AIIMS, Jodhpur.
I/We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
I / We understand that you are not bound to accept the lowest or any bid you may receive.
I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.
NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAVE BEEN INDICATED IN THE QUOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.
Yours faithfully.
Signature of the Authorised Signatory of Bidder Full Address
WITNESS
WITNESS

### Form II: Checklist

Please ensure that your offer contains the following documents:

EMD : Rs. 25,00,000/- (Rs. Twenty Five Lakhs only)

Tender fees : Rs. 1,000/- (Rupees One thousand only)

Form I : Bid Form
Form II : Checklist

Form III : Particulars and qualifications of the bidders.

Form IV : Duly authenticated list of full time Technical and Administrative Personnel to be

employed for the work.

Form V : Details of Similar completed works during last 3 years.

Form VI : Details of work under execution or awarded.

Form VII : List of Satisfactory Performance report from clients

Form VIII : Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Form IX : Price Bid (in separate sealed envelope)

A copy of the bid document with all pages signed and stamped at the bottom by the bidder's authorized representative

Covering envelope sealed with superscription in prescribed format.

Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public.

Brief resume of proposed team members in the following format:

f	Name	:	
f	Designation	:	
f	Proposed role	:	
f	Experience in years	:	
f	Areas of expertise	:	
f	Previous projects worked on, and role there	ein	:
f	Qualification	:	
f	Date of Birth	:	

Soft copy of Quotation formats (Form – I to Form - VIII) in write-protected format in CD-R (Six Copies, one in each CD-R in .pdf or word format only)

	Form II	II: Particulars and qual	ifications of	the bi	dders.
1.	Year ( TIN N PAN I SER\ Total	e of Incorporation / Registration in India of Start of Operation in India lo.	: a : : : : :		
2.	_	stered Office Address hone No. (s)	:		
	Mobile Fax N Email		: : :		
3.	Legal	status of firm Company / Firm / Pro	oprietorship/ Othe	rs (	)
		h proof MOA,AOA/ Partnership D			ition of partnership detail
4.	Owne	ership			
	S. No.	Name of persons owning stake in the organization (In case of company incorporated in India List of Director shall be provided)	Nationality of stakeholders	the	Details of restrictions, if any on transfer of stake
	In cas	se the organization is a public sector.	undertaking		

In case the organization is a public sector undertaking : Indicate the percentage share of Govt. holding. :

### 5. Annual Turnover for the last 3 years (2013-2014, 2014-2015 & 2015-2016)

S. No.	Financial Year	Total Annual Turnover	Sector wise Annual Turnover		
		Turriover	Online Examination	Software Development & Other IT related services	

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

6.	Particulars of the Center/unit associated with this project					
	Name & Address of the Cente	r/Unit:				
	Associated with this project:					
7.	Address of the important offices					
	Address 1	Address 2	Address 3			
	Tel No (s) : Fax No (O) :	Tel No (s):	Tel No (s):			
	No. Technical Employee:	Fax No (O):	Fax No (O):			
	Total No. Administrative	No. Technical Employee:	No. Technical Employee:			
	Employee :	Total No. Administrative	. ,			
	' '	Employee :	Employee :			
S	5. Particular	De	escription/Nos.			
1	Name of Examination					
2	Maximum No. Of Candidates	handled in Single Shift in a				
	Day.					
3	No. of cities covered in said Ex					
3	No. of cities covered in said Ex					
4	No. of cities covered in said Ex	xamination	in continuation.			
4 Not	No. of cities covered in said Example No. of States covered in said Example For more than one entries create	e multiple rows in similar format				
4 <u>Not</u> 9.	No. of cities covered in said Example No. of States covered in said Example 1	e multiple rows in similar format				
Not 9. exa	No. of cities covered in said Example No. of States covered in said Example Property No. of States Covered in States	multiple rows in similar format urce code of Application softwo	vare used for complete online			
Not 9. exa	No. of cities covered in said Ex No. of States covered in said Exe:  E: For more than one entries create  Do you Own the complete soumination process (including test es provide the language/platform uses)	e multiple rows in similar format  urce code of Application softwood delivery system)  sed and No. of releases and late	vare used for complete online est release no.)			
Not 9. exa	No. of cities covered in said Ex No. of States covered in said Exe:  E: For more than one entries create  Do you Own the complete soumination process (including test es provide the language/platform uses)	multiple rows in similar format urce code of Application softwo	vare used for complete online est release no.)			
Not 9. exa	No. of cities covered in said Ex No. of States covered in said Exe:  E: For more than one entries create  Do you Own the complete soumination process (including test es provide the language/platform uses)	e multiple rows in similar format  urce code of Application softwood delivery system)  sed and No. of releases and late	vare used for complete online est release no.)			
Not 9. exa	No. of cities covered in said Ex No. of States covered in said Exe:  E: For more than one entries create  Do you Own the complete soumination process (including test es provide the language/platform uses)	e multiple rows in similar format urce code of Application softwidelivery system) sed and No. of releases and late	est release no.)			
Not 9. exa (If y	No. of cities covered in said Exposers No. of States covered in said Exposers For more than one entries created Do you Own the complete sometime process (including test es provide the language/platform uses).	e multiple rows in similar format urce code of Application softwidelivery system) sed and No. of releases and late	vare used for complete onling est release no.) roof).			

12.

Are you able to support entire solution 24x7 across India: YES/NO

**13.** Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of important persons dealing with the project

S. No.	Name, Designation and Address	Telephone & Fax No.		Extent of Involvement in this Project
		Office	Residence	

14. Last 3 years' Annual Turnover of the Center/unit associated with the Project

Sr. No.	Financial Year	Annual Turnover	Financial value of the largest project handled during the year

7	5.	Larti	arc	^+	<b>EMD</b>
	.).	гани	 10 I S	C) I	

a) Name of the Bank
---------------------

b) Address of Bank branch, issuing the draft :

c) Code No. of Bank Branch

d) Amount of Draft :

e) Bank Draft No. & Date

f) Valid up to (Give Date)

16. Particulars of Software capabilities of organization and the center/unit dealing with this project.

S. No.	Names & Addresses of Centers/Units , independently engaged in Software Development work	Level of Certification of Software Capability Maturity Model(SW- CMM level)	Level of Certific equivalent s assessing software	ystems of
	-		Name of Certifying organizations	Level to which certified.

**Note:** Please attach duly authenticated copies of certification claimed regarding the center/unit dealing with this project.

Particulars of Authorization of the person signing these documents on behalf of the bidder.										
	Name, Designation & Address of the authorized person.									
	esignation & A	ddress of the person autho	rizing for signing the docu	ment.						
		authority (whether power o								
(Plea	se refer to the	enclose original authoriz	ation document)							
			in the c) Duly authorized to si	Signature)apacity of:gn Bid for and on behalf o						
Form I	V: Duly aut	henticated list of ful Personnel to be en	I time Technical an nployed for the wor							
D Bidder	uly authentica	ated list of Fulltime Techr	nical and Administrative	Professionals with the						
		/itae of key personnel along oject, is to be attached with		company, who will be						
		sionals of the organization ven in the table below-	who will be associated with	n the project (at least 25						
Sr. No.	Name	Designation	Educational Qualification	Date of Joining						
1.										
2. 3.										
4.										
5.										
6. 7.										
			(Signature)							
Place			(in the capacity of):							
			Duly authorised to sign E							

# Form V: Details of Similar completed works during last 3 years.

Performa for Performance Statement

(Summary profiles of projects completed during last three years related to online examination (CBT) conduct & processing)

S. No	Name , address, Tele no. and fax no. of organization for which Online Examination (CBT) work has been executed (also mention Name, Designation and Contact No. of contact Person of the organization)	tion & Name of the of Examin	(in	Period of Execut ion	Delay if any from schedule d time (give reasons)	ation Pending in progress With	Remarks

The bidder will have to attach full details of similar projects of value more than 25 Lakhs each, involving application software development work, conduct and processing of Online (CBT) Examination in India or abroad, as Annexure to this list.

Date	(Signature)
Place	(in the capacity of):
	Duly authorised to sign Bid for and on behalf of

### Form VI: Details of work under execution or awarded

### Performa for performance statement

(Summary profiles of project under execution / awarded related to Online Examination (CBT) conduct & processing)

Sr. No	Name, address, Tele no. and fax no. of organization for which Online Examination(CBT) work has been executed (also mention Name, Designation and Contact No. of contact Person of the organization)	Description & Name of the of Examinatio n	Value of Contrac t (in lakhs)	Period of Executio n	Slow progres s if any and reasons thereof)	Litigation /Arbitratio n Pending in progress With detail	Remark s

The bidder will have to attach full details of similar projects of value more than 25 Lakhs each, involving application software development work, conduct and processing of Online (CBT) Examination in India or abroad, as Annexure to this list.

Date	(Signature)
Place	(in the capacity of):
	Duly authorised to sign Bid for and on behalf of

# Form VII: List of Satisfactory Performance report from clients

### Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients related to Online Examination (CBT) conduct & processing)

Sr. No.	Name , address, Tele no. and fax no. of organization for which Online Examination(CBT) work has been executed and satisfactory Service certificate has been enclosed	& Name of the of	•	Remarks

Note: Attach the **Satisfactory Service Certificate** from the organizations for whom similar projects executed successfully as Annexure to this list.

# Form VIII: Undertaking (on Rs.10 Non Judicial stamp duly notarized) Undertaking

I/We hereby undertakes that:-

I/ We hereby submited our tender for Online Examination (Computer Based Test) Conduc
and Processing for Various Examination of the All India Institute of Medical Sciences  Jodhpur
I / We have enclosed the EMD in the shape of demand draft of Rs <u>25,00,000/- (Refundable</u> in the name of the AIIMS, Jodhpur, payable at Jodhpur, Demand Draft No dated Issued from Bank
dated and <b>for cost of tender document</b> demand draft of Rs. 1,000/ (Non Refundable) in the name of the Director, AIIMS, Jodhpur, payable at Jodhpur, Demand Draft . No dated issued from Bank dated.
I / We hereby agree to all the terms and conditions, stipulated by the AIIMS, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).
I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of suppliers at the AIIMS, Jodhpur.
I / We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upor us and may be accepted at any time before the expiration of that period.
I / We agree that until a formal contract is prepared and executed, this bid together with you written acceptance thereof and your notification of award shall constitute a binding Contract between us.
I / We understand that you are not bound to accept the lowest or any bid you may receive.  I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.
OTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC. HAS BEEN INDICATED IN THE UOTATION FAILING WHICH IT WILL BE PRESUMED THAT THE PRICES/RATES ARE ICLUSIVE OF ALL TAXES AND OTHER TERMS & CONDITIONS ARE ALSO AS PER YOUR EQUIREMENTS.
ours faithfully. ignature of the Authorised Signatory of Bidder ull Address
VITNESS

	X: Price Bid Letter head of Bidder and	should be separa	tely sealed as p	per instruction]					
Reference FILE NO		: :		Date:					
The Direct All India Jodhpur	ctor, Institute of Medical Science	es,							
Sir,									
and Proc	•			(Computer Based Test) Conduct of Medical Sciences, Jodhpur.					
	Conduct and Processing of tions at centres outside AI			r Based Test) for Various Clause 4.0 (Scope of work):					
S. No.	Rate in INR Per Candi	date (in figure)	Rate in I	NR per Candidate (in words)					
	Creation of Question Pape ause 4.0 (Scope of work).	r for Various Ex	xaminations at	centres outside AIIMS as desire					
S. No.	Particulars	Rate in INR per paper (in figure)		Rate in INR per paper (in words)					
1	100 questions per paper								
2	200 questions per paper								
Note:									
No.1 quo	l above. However, L1 bidd ted by the bidders for Poir	ler for Rate per o nt 2.	candidate will l	of Rate per candidate given at S. be required to accept lowest rates					
Exa	mination (Computer Base ope of work).	ed Test) at all I	Examination C	video recording during Online entres, desired under clause 4.0					
c) and	c) Service tax extra, as applicable. The rates shall be inclusive of all cost as well as other duties and taxes paid or payable.								
		Date:							
		(Signature	e)						
		(in the cap	eacity of:	)					
		Place							
	Duly authorized to sign Bid for and on behalf of								

Administrative Officer AIIMS, Jodhpur

### 8. Definitions & Interpretations

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

'Agreement' means this agreement, together with the schedules attached hereto;

'AIIMS' means the All India Institute of Medical Sciences located at Jodhpur, India, acting through the Director.

'Bid' means the Technical, Commercial and

Financial bids. 'CBT' means Computer Based

Test.

'EMD' means Earnest Money Deposit.

'Examination Section' means Examination Section, AIIMS, and Jodhpur

'Institute' means the All India Institute of Medical Sciences located at Jodhpur, India, acting through the Director.

'MCQ' means Multiple Choice Question

'Online Examination' means the technological term for conducting exams on computers instead of the traditional paper and pen based exam, It can be conducted either offline (without internet) or online (with internet).

**'Tender'** means the Tender floated by AIIMS due for submission on **15<sup>th</sup> June 2016**, inviting bids from various companies for the Online Examination (Computer Based Test) Conduct and Processing for various examination of the Institute.

'Centre' means City in which examination is to be conducted.

' **Venue**' means a City may have more than one location for holding the online examination, which is/are called as Venue/s.