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**Advertisement No.500/2018**



**Dated:04.07.2018**

**TAMIL NADU PUBLIC SERVICE COMMISSION**

**CHENNAI – 600 003**

**Tender Notice**

Sealed tenders are invited up to 03.00 PM on 02.08.2018, from reputed companies / firms with relevant experience, for conducting Objective Type Computer Based Examination (CBT) for various recruitment examinations to be conducted by the Commission.

Tender document with detailed specifications of terms and conditions, Technical bid and Financial bid, can be downloaded from the websites [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in) or [www.tnpsc.gov.in](http://www.tnpsc.gov.in)

Controller of Examinations,  
Tamil Nadu Public Service Commission.

**TNPSC  
Tender Document**

**For Online Examination (Computer Based Test):  
Conduct and Processing of Various Recruitment Examinations of  
Tamil Nadu Public Service Commission (TNPSC), Chennai**



**Tamil Nadu Public Service Commission  
TNPSC Road,  
Park Town, Chennai,  
Tamil Nadu 600003  
<http://www.tnpsc.gov.in/>**

Signature of the Bidder with Office Seal

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## Fact Sheet

Sl.No	Particulars	Details
	Tender No.	
	Tender notification Date	<b>04-07-2018</b>
	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
	RFP Issued by	Tamil Nadu Public Service Commission (TNPSC)
	EMD	Earnest Money Deposit of Rs.2,00,000 /-(Rupees TWO Lakh only). Demand Draft in favour of details to be filled by TNPSC payable at Chennai from any of the nationalized bank
	Nodal Officer for Correspondence and Clarifications	<b>Controller of Examinations, TNPSC 044-25300351; 044-25300306 tnpsc.mcd@gmail.com</b>
	Last date for receiving Pre-bid Queries	<b>13-07-2018 @ 5.00 PM</b>
	Pre-bid Meeting date and Time	<b>17-07-2018 @ 11 AM</b>
	Issue if addendum / clarification if any and required	<b>20-07-2018</b>
	Last date for bid submission	<b>02-08-2018 @ 3 PM</b>
	Opening of Technical bid cover I	<b>02-08-2018 @ 4 PM</b>
	Declaration of qualified bidders as per the details furnished in Questionnaire and Annexure	<b>06-08-2018</b>
	Presentation & demonstration by Qualified bidders	<b>09-08-2018 @ 10 AM</b>
	Opening of Financial Bid of technically eligible bidders.	<b>10-08-2018 @ 4 PM</b>
	Bid validity Period	<b>180 days</b>

**Note: The above dates are tentative and subject to change.**

## 1. About TNPSC

Tamil Nadu Public Service Commission is a Constitutional body which recruits Civil Servants for the State and Subordinate Services. In addition to the recruitment examination, TNPSC also conducts the Departmental Test examination both in Descriptive and Objective mode.

## 2. Definitions

In this Contract, the following terms shall be interpreted as indicated below:-

- I. "Contract" means the agreement entered into between the Tendering Authority and the Service Provider, as recorded in the document signed by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein;
- II. "Computer Based Test" (CBT) means the computer based objective type examination under LAN mode in which the candidates have to choose the best answer among the options (Multiple Choice Questions) given for each questions and record it in the computer allotted to them at the respective test centres. Both CBT and Online examinations are used interchangeably and mean one and the same
- III. "Data Processing" includes Data Extraction from database, Data Verification and Data Validation and generation of Reports as required by the Commission from time to time.
- IV. "Bidder" - The word "Bidder" when used in the pre award period shall be synonymous with "Selected Bidder" which shall be used after award of the contract.
- V. 'Bid' means the Technical, Commercial and Financial bids
- VI. "The Contract Rate" means the rate offered by the Service provider and accepted by the Tendering Authority under the Contract for the full and proper performance of its contractual obligations.
- VII. "Services" means services ancillary to the Scope of Work herein-above, transportation, any other incidental services and other obligations of the Service provider covered under the Contract.
- VIII. "Service Provider" means the Selected Bidder who becomes the successful bidder after the final evaluation of the tender and to whom this contract is awarded by TNPSC.
- IX. "Day" means all the 7 days of the week including Holidays.
- X. "Tendering Authority" means The Controller of Examinations, Tamil Nadu Public Service Commission or any Officer of the Tamil Nadu Public Service

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Commission who has been authorized to issue a work order under this contract

- XI. "Tender Accepting Authority": The Hon'ble Chairman of TNPSC
- XII. "Test Taker" means the candidate who gets registered with TNPSC and takes up the examination conducted by the Commission
- XIII. "Service Level Agreement" or shortly called SLA refers to the minimum performance criteria the service provider promises to meet while delivering and executing the contract entered into with the Commission. It includes service hours, service availability, throughputs and responsiveness, customer support levels, service levels to be provided during contingency and any other services that are related to or incidental to the execution of the contract
- XIV. "Commission" means Tamil Nadu Public Service Commission
- XV. "TNPSC" means Tamil Nadu Public Service Commission

### 3. Interpretation

- a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa
- b) 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
- c) The headings are inserted for convenience and are to be ignored for the purposes of construction
- d) 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.
- e) In case of any inconsistency between this tender and the Bid made to TNPSC, the terms of this Tender shall prevail. In case the tender is silent on the items contained in the bid, and/or any ambiguity in the tender document or in the agreement to be signed, the decision of TNPSC shall be final & binding on the Bidder/ Bidders.

## 4. Purpose / Objective of the Tender

- I. This Tender establishes the fundamental requirements for Online Examination (Computer Based Test) Conduct and Processing for Various Examinations of the Tamil Nadu Public Service Commission (TNPSC) Chennai, for entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of TNPSC. The overall objective of the **Online Examination (Computer Based Test)** is to provide a fair, secured, transparent and better **Test Delivery Mechanism** at a reduced cycle time and publish the results at the earliest possible time duration.

### II. Request for Proposal

Tenders are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Computer Based System for Examination/ Recruitment Process for TNPSC, Chennai as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

### III. Key Information:

- a) In a year total number of candidates to be assessed will be 50 lakh in approximately 20 numbers of examinations. Out of which, in the first year CBT based exams would be conducted for approximately 2 – 3 lakh. This would be expanded incrementally in the years to come.
- b) Exam will be conducted in the major cities / towns in Tamil Nadu.
- c) Exam will be conducted in one or more shifts per day over a specific duration of time.

### IV. Basic Information

- a) TNPSC, Chennai invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies / Agencies ("Bidders") for selection of "Service Provider".
- b) Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline **WILL NOT BE CONSIDERED** in this service procurement process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications and in case of any ambiguity the TNPSC's clarification will be final.

## 5. Scope of the work

This Scope of Work with regard to conduct of Computer Based system of Examination has been divided into following three broad phases

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

Above Scope is not rigid and is subject to marginal modifications based on the advancements of industrial practices related to the conduct of the CBT.

### 5.1 Deliverables from TNPSC:

- a. Centerwise tentative Number of candidates applied for the CBT (One Month before the examination)
- b. Soft copy of candidates application master data base having Name, Register number, Subject Name /Code, Centre / Venue Name, Photograph, Signature, OTR login ID of the finally admitted candidates
- c. Questions for conducting the examinations
- d. Appointment Observer / Inspection Staff or Officers (atleast One per venue)
- e. Hosting of Hall ticket
- f. Business Rules for merit list generation

### 5.2 Deliverables from the Selected Bidder

- a. Soft Copy of Centre Master having Centre No. and Centre Details
- b. Complete candidates' response related data of all the candidates during the examinations, audit trail and biometric data
- c. Complete response related data of all the candidates
- d. Raw scores and merit lists

### 5.3 Pre-Examination Phase

- I. The Selected Bidder is expected to draw the examination plan and design the examination processes as follows:
  - a. Complete Security management processes
    - Physical Security
    - Information Security
    - Server Security
    - Network Security

- b. Candidate handling process
        - Mapping of candidates details with Exam Centers
        - Validation and verification of identity
        - Attendance (Photograph) and biometric (Thumb impression) handling as per the norms in force.
        - Machine/seat allocation and handling of security parameters
        - Bulk/individualized SMS
        - Bulk/individualized emails
        - Customer care number for responding to queries in consultation with TNPSC
        - Any other process relating to conduct of Examination.
- II. Examination Centre Administrator shall act as Examination Superintendent (ES). The Examination Superintendent appointed by the selected bidder, shall depute the examination staff based on the guidelines provided by TNPSC. TNPSC will appoint Chief Invigilators and required number of Invigilators (Non-Technical) to supervise the examination proceedings. The Lab where the Examination Centre is established shall be sealed in the presence of the Examination Superintendent and the Chief Invigilators, once the examination data is deployed in the computer lab. The lab shall remain under the charge of ES till the Examination cycle including submission of answer files to TNPSC, is complete.
- III. 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.
- IV. The Selected Bidder shall provide Hardware and Software required at all stages of the examination.
- V. Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- VI. The Selected Bidder shall provide consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Selected Bidder on lease/rent basis, whose cost would be covered under the commercial bid.
- VII. The Selected Bidder shall provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256 bit AES encryption along with proper training for the usage of the software.

- VIII. Selected Bidder will identify exam centre infrastructure before bidding and accredit the same after ensuring necessary arrangement that exists as per standards defined in the tender. It must be clearly defined and ensure availability of exam center on all the dates as per schedule of Computer Based Exam for full day and comply with all the standards set for Exam Centres in the tender. The selected bidder will also visit each of such accredited centers and plan to ensure necessary updation to meet defined standards.
- IX. The Selected Bidder shall identify required Exam Centers in each of the cities / Towns in Tamil Nadu ensuring that 10% of the systems are available as backup per shift i.e. If 100 systems are going to be used, the center shall have 110 systems available per shift.
- X. The Selected Bidder shall provide partition / cardboard canopy to each system to restrain candidates from copying / viewing the monitors of other candidates.
- XI. There shall be a provision to shuffle the question number orders and answers so that the adjacent candidates should not get same questions in display.
- XII. The Selected Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination.
- XIII. The Selected Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power. The power backup of the UPS / power Generators shall have atleast 5 hours to power back up support all the systems, server and CCTV and other electrical and electronic items involved in examination process
- XIV. The Selected Bidder shall carry periodic audit at Exam Canters for
- Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
  - Working condition of UPS and Generator.
- XV. The Selected Bidder shall ensure suitable drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- XVI. The Selected Bidder shall provide a facility to candidates for static mock link for mock test within a fortnight of signing the contract. The same

facility should also be available online to be run through web server of the service provider. The mock test should be a replica of the examination.

- XVII. The Selected Bidder shall provide help to candidates through a Help desk (telephone/email) ensuring service quality on a 9 x 7 basis.
- XVIII. The Selected Bidder shall host and manage the examination process through intranet based solution at Exam Centers.
- XIX. The Selected Bidder shall securely transmit, download, install and implement Question Papers from TNPSC.
- XX. The Selected Bidder shall ensure checking of original documents and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Selected Bidder at the examination center after verification of the documents.
- XXI. The Selected Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-a-vis the signature in the admit card. Attendance sheets shall be handed over to the Observer / Inspection Officer deputed by TNSPC.
- XXII. The Selected Bidder shall ensure complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes.
- XXIII. The Selected Bidder shall obtain the finger print and Photograph of the candidates and store the same in the database. These details may be handed over to the TNPSC on very next day of the examination.
- XXIV. The Selected Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.

#### **5.4 Examination Phase**

- 1) The Selected Bidder shall provide adequately trained manpower as per the ratio mentioned below:

Each Exam Centre should have the following minimum number of personnel, as described below, to be deployed by the Selected Bidder;

- i. Exam Centre Administrator – 1
- ii. IT Manager – 1 per 250 Lab (minimum 1 per center)
- iii. Invigilators - 1 per 20 nodes
- iv. Support Staff - Minimum 1 per 100 candidates (Suitability need to be justified with centers) and locations

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- v. Security Guards - Minimum 1 per 100 candidates (Suitability need to be justified with centers)
- vi. Menial staff - Minimum 2 per 100 candidates

The above staff should be increased proportionately on the basis of size of the center in terms of nodes for exam.

- 2) Verification of candidates and capturing figure print and photograph shall be started well ahead of examination atleast one hour before.
- 3) All the candidates must be thoroughly frisked before they are allowed to enter the examination hall. No candidates shall be allowed to carry any electronic items or any other materials except the Hall ticket.
- 4) No candidate shall be allowed to enter into the examination hall / lab without valid hall ticket.
- 5) Systems / nodes may be allotted to the candidates in a randomized manner. No candidate shall be allowed to chose the system /nodes.
- 6) The Examination shall be computer based with the questions being provided onscreen on a random basis with multiple choice answers, without any manual intervention.
- 7) Candidates should not be allowed to the examination center / lab after 30 minutes after the commencement of examination. No candidate is allowed to leave the examination hall till the closure of examination.
- 8) Sufficient time of 10 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 questions.
- 9) Computer based exam software should support standard features such as time left, flag questions for review, navigation to unanswered questions and prompt for submission.
- 10) The selected bidder should have printing facilities for taking out prints
- 11) The LAN set up shall be virus free and fire-walled. The terminals and the servers including the backups shall also be virus free.
- 12) Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
Operating System	Windows 7 or higher
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page'. Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

## 13) Minimum Exam Centre Server Prerequisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4 GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidates systems as clients, must meet the performance criteria
Performance Criteria	<p>Must support all the clients of particular centre without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.</p> <p>Response time for question/page loading must be less than one second.</p> <p>All responses to be acted upon in real time.</p>

- 14) To host the test and manage the test delivery process, Computer systems and servers and LAN shall be suitable enough to handle the traffic in real time with proper backup and redundancy at each level.
- 15) Required number of servers (atleast 2) for a center must be provided by the Selected Bidder for assured performance. Additional equivalent and suitable servers for backup and mirror services will need to be provided by the Selected Bidder.
- 16) The selected bidder shall display the schedule and instructions on the notice board of the institution/ exam centre at the reception area as well as outside the computer lab (examination hall).
- 17) The selected bidder shall allow only those candidates, whose names appear in the list of candidates supplied by TNPSC to appear for Examinations at the Test Centre. However, arrangements to be made by the selected bidder, to accommodate certain additional number of candidates, in case TNPSC allows even just before the commencement of examination.
- 18) While exam will be conducted on local LAN, data of test progress should be transferred to central server every 15 minutes for monitoring purposes. Each and Every time of transfer, complete data shall be sent in encrypted format. Selected Bidder should provide Dash board / reports to TNPSC to view the test progress.
- 19) The Selected Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 20) The Selected Bidder shall obtain candidate's feedback through online Feed Back Form, after the examination is over.

- 21) The Selected Bidder shall provide blank paper sheet/s to the candidates as per requirement following the instructions from TNPSC from time to time.
- 22) The Selected Bidder shall have a contingency plan for Candidate management / Shifting in case of any emergency.
- 23) The Selected Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Selected Bidder in TNPSC office at Chennai. The data should be real time data generated from each Exam Centre during the examination.
- 24) 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 one Hour from each exam center. The response data of test shall also be copied in a CD/DVD from each Servers stationed at all Exam Centres and handed over to Inspection Officer of TNPSC immediately after completion of examination, along with other data such as attendance sheet, finger print, photograph, seating plan etc.
- 25) After conducting the exam and uploading the candidate responses successfully from all the examination centres, the selected bidder will ensure that candidate responses are stored safely in more than one data centres in encrypted manner and hash value of the response of each candidate is stored in safe repository located in Data Centre, safely. Apart from this, the Agency will also ensure that audit trail and logs are properly maintained at different levels. The Agency will be required to submit a certificate in this regard to TNPSC within 24 hours of exam completion.
- 26) The Selected Bidder should provide admin panel to monitor the examination progress across the centers on the day of examinations.
- 27) The selected bidder shall host the responses of the candidates in their website and there shall be a provision to view the replay of the exact flow of examination process (Click by click) to the candidates towards which adequate facility may be done by the Firm. Moreover, the Firm shall also capture all critical activities of the Server from the beginning to end in all the examination centers along with time stamp. The same may be made available to TNPSC for audit purpose.

## **5.5 Post Examination Phase**

- 1) The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to Selected Bidder's data center in a secured manner. There should not be any traces of data pertaining to candidate, left in the local exam server.
- 2) The Selected Bidder should be able to hand over the raw responses/data to TNPSC immediately (same day) after the candidate's response upload from local exam server.

- 3) The Selected Bidder shall ensure Generation of Merit list based on the key, rules/validation shared by TNPSC.
- 4) Response sheet shall be hosted to the candidates within 24 hours after conduction of exam or at the time suggested by TNPSC from time to time.
- 5) The Selected Bidder shall design a challenge window to the candidate so that they can challenge the questions and answers in case of any error. Challenge window shall be opened for 7 working days from the date of hosting tentative key answers, to submit any query/ grievances with authentic proofs in the prescribed TNPSC Performa for each question separately. The Selected Bidder shall submit all such grievances so collected through challenge window to TNPSC.
- 6) The Selected Bidder shall provide documented inputs and support for handling
  - a. Candidates queries
  - b. RTI queries
  - c. Court Cases

**Note:**

1. The Selected Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to TNPSC before implementation of the software. The Selected Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The 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.
3. Test Data Archiving: The shall archive the result and other examination data for future references after specified time, as per requirement of TNPSC.
4. Customized MIS reports Generation: The Selected Bidder shall provide MIS reports customized to TNPSC's requirement.

## 5.6 CCTV Surveillance

1. Selected Bidder should install CCTV surveillance system to monitor and capture the activity of candidates /centres in real time and should transmit the same to the centralized real time monitoring unit located in TNPSC. TNPSC shall arrange for physical space to establish the monitoring console. The responsibility to establish, manage and maintain the monitoring console shall lie with the Selected Bidder.
2. At least 2 CCTV cameras should be installed diagonally in an exam center having seating capacity of 50 Candidates. After that 2 additional CCTV Cameras will be required for each additional 50 Candidates.

3. CCTV footages should be delivered to TNPSC within 2 days.
4. CCTV camera should record Exam Center activities from 30 minute before to 30 minutes after the closure of examination.
5. The Selected Bidder will be required to store CCTV camera feeds with necessary metadata in data center server for all the Computer Based Exam within 24 hours after the examination.
6. The local Server located in the Examination venues should also be in CCTV Surveillance and the feeds of the same also to be supplied to the TNPSC.

## 6. Eligibility Criteria

- I. The bidder should participate as a single entity, no consortium or group companies will be allowed.
- II. The bidder should have a functional office at Chennai.
- III. The bidder should be a company/ firm registered (minimum 10 years old) in India. The registered bidder should be operating in India for a minimum of 5 years with an objective of offering relevant Computer Based Examination Services that are the subject matter of this tender.
- IV. The average turnover of the bidder should be minimum 50 crore (after tax) in each of during last 3 consecutive financial years. The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2014-15, 2015-16 and 2016-17.
- V. The bidder's Average Annual Turnover during last three financial years should be Rs 25 crore or more in India from Computer Based Examination (Attach documentary evidence such as audited Balance Sheet etc.).
- VI. The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2017. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years (2014-15, 2015-16 and 2016-17).
- VII. The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- VIII. The bidder must have successfully executed atleast 5 CBTs on all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of 50,000 or more candidates in single shift. The documentary evidence in form of work order/contract and

performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)

- IX. The bidder should have executed CBT for Public Sector Undertakings / Public Service Commission / Staff Selection Commission / Government Recruitment Boards / Government Academic Institutions.
- X. Any experience as a consortium partner will not be considered.
- XI. The bidder should have at least regular 200 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.
- XII. The bidder must have primary and secondary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be certified as per Government of India guidelines.
- XIII. The bidder must have authorized and globally accepted software certifications i.e. ISO-27001 / ISO 20000 / ISO 9001 and / or CMMi Level.
- XIV. The Bidder should have infrastructure in all the major cities / towns in Tamil Nadu with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- XV. The bidder should not have been Black Listed by any Government or PSU on the day of bidding. The affidavit in this respect that their firm is not blacklisted as cited above shall be provided by the bidder along with the bid document.

## **7. Other Conditions**

- I. The Selected Bidder shall not subcontract the awarded contract or part thereof without written consent of the TNPSC.
- II. The bidder shall be single point of contact with TNPSC and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- III. The Bidder should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change

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- Implementation, Version Control, Version labelling, Testing, OA Certification and Deployment into production.
- IV. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
  - V. The Bidder should have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases. TNPSC would seek specific exam-wise feedback session with quality assurance and product testing teams of the selected bidder.
  - VI. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
  - VII. The Selected Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.
  - VIII. The Selected Bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
  - IX. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations, Candidates' data etc. should be maintained by the Selected Bidder.
  - X. The bidder should have developed and completely own the CERT-IN certified & STQC certified software for Computer Based Online Examination.
  - XI. The bidding agency must have ISO/IEC 27001:2013 certification and should have authorized and globally accepted software certification, Capability Maturity Model Integration (CMMI) Level-5 or Level-3 certification.
  - XII. All documents submitted in the Bid shall be in English. In case the certificate viz experience, registration etc. is issued in any other language

other than English, the Bidder shall attach an English translation of the same duly attested by the Bidder & the translator to be true copy in addition to the relevant certificate. All documents should be duly attested/ signed by the Bidder.

- XIII. The bidder shall ensure the maximum security of processes, infrastructure, servers, networks etc. as per the plan drawn in consultation with TNPSC.
- a. The proposed software should be in-house developed by the bidder and the bidder must own the complete source code of the software being used for conducting the Computer based exam. They must have the copyright of the source code and all its components. The bidder shall have to explain the complete flow to TNPSC and should incorporate changes as suggested by TNPSC from time to time.
  - b. The bidder should have all the necessary components and dependency of source code of computer based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by TNPSC must be met immediately.
  - c. Different versions of Software code should be managed appropriately in a standard version control system within the organization.
  - d. Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
  - e. The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
  - f. The Selected Bidder should design a highly secure system and conduct VAPT security tests to verify that there are no vulnerabilities and penetrations that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
  - g. The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
  - h. Proper security provision for source codes shall be maintained.

- XIV. The bidder must use 256 bit AES encryption for Question paper transfer.
- XV. The Selected Bidder must be able to conduct computer based examination in multidisciplinary / multiple subjects as well.
- XVI. The institution/ exam centre should be well connected with public transport and located at feasible distance from the nearest bus stand/railway station/metro station
- XVII. Once selected, the Selected Bidder should be capable of conducting CBT with in a notice period of 1 month for candidate strength of 60,000 and below and 2 months in case of candidate's strength of 60,000 and above.
- XVIII. The contract shall be on "End to End outsource basis" and the Selected Bidder should have all relevant facilities and logistics available to execute the work.
- XIX. The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, Candidates' data.
- XX. The bidder should be able to support the entire solution (across Tamil Nadu) on a 24 x 7 basis with a maximum response time of one hour. Bidder shall provide an experienced resource, exclusively deployed as one point contact to liaise with TNPSC. No dislocation of such resource shall happen in first two years of the contract period.
- XXI. At any time before the submission of bids, TNPSC may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by the TNPSC. **TNPSC has right to cancel or modify the tender.**
- XXII. Even though bidders may satisfy the above requirements, they may be disqualified if they have:
- a) 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.
  - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
  - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
  - d) If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

## 8. Security Audit:

The Service provider shall be subjected to a Pre-installation Security Audit which includes Vulnerability Assessment and Penetration Testing (VAPT) by a third party to be appointed by TNPSC. The Service provider shall also ensure the following:- Restriction of Access to system processing functions / programmes / files to appropriately Authorised Users, Prevention of unauthorised penetration into the Data uploaded into the website etc. And TNPSC shall cause an audit over the infrastructural facilities available across all the centres in the state, by a Third Party.

## 9. General Information

- I. The tender is a "Two Bid" document, viz One envelope for Technical bid and another envelope for Financial bid. Technical bid document should in turn have two covers viz., Cover – 1 Cover – 2 as specified in para 10 of this tender document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.
- II. The technical and financial documents should be kept separately in sealed envelopes and both these envelopes should be kept in one master envelope super scribing "Tender for Computer Based Exam Delivery, Administration and Processing" for Recruitment Examination conducted by the TNPSC so as to reach TNPSC on or before the date indicated in the fact sheet. Late tenders shall not be accepted. The technical bid shall be opened on the same day at 4 PM in the presence of bidders who may like to be present.
- III. 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. Tenders made by fax and those received late will not be entertained.
- IV. The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear 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 bidder's letter head.

- V. Bidders must keep their offer open for a minimum period of 180 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.
- VI. 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 shall dealt with as it stands.
- VII. The bidder should enclose bid security (EMD) of Rs.2,00,000/- in form of Demand Draft drawn in a favor of The Secretary, TNPSC. The tenders without EMD shall be summarily rejected (Except those having exemptions from depositing EMD). The successful bidder shall be required to deposit Performance security in the form of bank guarantee valid for 3 years, for an amount equivalent to 10% of the contract value, within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with deposition of performance security deposit. The EMD stands forfeited in case the bidder unilaterally withdraws the offer or unilaterally amends, impairs or rescinds the offer within the period of validity, after submission of tender document.
- VIII. 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. TNPSC may also independently seek information regarding the performance from the clients.
- IX. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless TNPSC calls it for.
- X. Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
- XI. Offers should be sent by Registered post with date/ Postmark so as to reach us before the closing date and Time. The sealed bid may also be dropped in Tender box of the Commission.
- XII. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of TNPSC. Such offers

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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.

- XIII. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
- XIV. The tender document can be downloaded from the websites <http://www.tenders.tn.gov.in> and [www.tnpsc.gov.in](http://www.tnpsc.gov.in) at free of cost.
- XV. All disputes arising shall be subject to the jurisdiction of appropriate court in Chennai only and shall be governed by the law of India. TNPSC reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of TNPSC shall be final. The work can be awarded to one or more agencies, if need arises. Initially the contract will be for Three years and may be extended for 1 more year depending upon successful completion of the job and performance review.
- XVI. The payment shall be in Indian Rupees and shall be paid only after successful completion of work. 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 runs etc.
- XVII. In case the Selected Bidder fails to execute the contract, The TNPSC shall have liberty to get it done through any other agency with full cost recoverable from the Selected Bidder in addition to damages and penalty.
- XVIII. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.
- XIX. Any disputes arising out of this tender will be subject to the courts in Chennai only

## 10. Submission of Bids

- I. The **Technical Bid** envelop will contain two covers
  - a. **Cover – I** Shall carry only the duly filled questionnaire and Annexure I to V. The prima facie eligibility of firms will be decided based on the contents filled in questionnaire and Annexure I to V. Only based on eligibility, Cover II of these firms will be opened and taken up for further scrutiny process.
  - b. **Cover – II** shall contain necessary documentary evidences to substantiate the parameters indicated in

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- i. In Annexure I to V
  - ii. Scoring Model as para 11.3
- II. The **Financial Bid** should contain only Price Bid as in Annexure VII. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- III. All information required in the forms / Annexure enclosed 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.

- IV. 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 including the tender document. For this purpose the authorised signatory should produce an authorization certificate duly signed by the Head of the Organization or a resolution adopted by the Board authorities to sign the documents on behalf of the organization. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.

**V. Price Quotation**

- a) The bidder shall indicate the prices/rates in the Price bid format (Annexure-VII).
- 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 TNPSC.
- 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 lower of the two will be considered.
- 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.

## **11. Evaluation of Bids**

### **11.1 Technical Evaluation**

- a) Tender Scrutiny Committee shall evaluate Cover-I to determine the substantial responsiveness.
- b) Detailed technical evaluation shall be carried out by a technical evaluation committee along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and other conditions of this tender document without any material deviation.
  - o The Technical expert Committee may call the responsive bidder(s) who comply with all the eligibility and other conditions of this tender document for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for TNPSC. However, the committee shall have sole discretion to call for discussion/presentation.

**11.2** The substantial responsive bidder will be evaluated by given scores out of maximum 100 points as per Scoring Model illustrated below, before opening of price bid, the same will be intimated to the bidders.

### 11.3 Scoring Model:

It has been proposed to award marks as per the scoring model given below.

Sr. No.	Criteria	Max Score	Score
<b>1</b>	<b>Technical Capability</b>		
1.1	<b>Legal Structure</b>	<b>5</b>	
	Partnership /Proprietary Private Limited Public Limited		1 3 5
1.2	<b>ISO / CMMi level</b>	<b>10</b>	
	ISO 27001 / ISO 20000 / ISO 9001 CMMi level 3 with ISO 27001 CMMi level 5 with ISO 27001		3 5 10
1.3	<b>Overall IT staff strength ( Project Management/ Development/ Quality Assurance /Implementation/ Operations)</b>	<b>5</b>	
	>=250 - 500 >500 - 1000 >1000		2 3 5
<b>2</b>	<b>Financial Capability (INR)</b>		
2.1	Average annual turnover of the firm for the period 2014-15, 2015-2016, 2016-2017 More than 50 CR and Less than 150 Crore More than 150 CR and Less than 300 Crore More than 300 Crore	<b>10</b>	3 5 10
2.2	Average annual turnover of the firm from Computer based examination service for the period 2014-15, 2015-2016, 2016-2017 More than 25 CR and Less than 50 Crore More than 50 CR and Less than 100 Crore More than 100 Crore	12	5 8 12
<b>3</b>	<b>Specific Capability / Experience of the Bidder relevant to the assignment</b>		
3.1	<b>Number of CBT relating to Recruitment conducted for PSU and PSC</b>	<b>8</b>	
	½ Marks for each PSU and SSC (Max. 5 Marks) 1 mark for each State PSC and UPSC (Max. 8 Marks) <i>[If CBT conducted only for PSU and SSC, the maximum marks will be restricted to 5; If CBT conducted for State PSCs, UPSC and PSU/SSC, the maximum mark shall be 8.]</i>		

3.2	<b>Maximum number of candidates appeared in Computer based examination in single shift completed in India in last three year (as on date of bid submission)</b>	<b>10</b>	
	50,000 - 70,000 Candidates 70,001 – 90,000 Candidates 90,001 and above Candidate		3 5 10
3.3	<b>Number of assignments in CBT (with more than 50,000 candidates) completed in various recruitment agencies in India in last three years (as on date of bid submission)</b>	<b>15</b>	
	<ul style="list-style-type: none"> <li>• 5 to 10 assignments</li> <li>• 11 to 15 assignments</li> <li>• 16 and above</li> </ul>		5 10 15
4	<b>Primary Data Center with Secondary DC site to be managed by the bidder for data Security</b>	<b>15</b>	<b>15</b>
4.1	'Tier III DC infrastructure with Secondary DC outsourced by the bidder		5
	'Tier III DC infrastructure with Secondary DC owned by the bidder		10
	'Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure		15
5	<b>Software/ Solution Approach and Methodology</b>	<b>10</b>	
5.1	Presentation & Demonstration Note: The marks for Approach and Methodology will be given by the Technical Expert Committee based on the presentation made by the bidder on the same and shall be in the range of zero to 100% depending on the extent of meeting the corresponding requirements.		10
	Total Marks	100	

#### 11.4 Financial Evaluation

- a) The Financial Bid of those Bidders who have been found to be technically eligible will alone be opened. The Financial bids of ineligible bidders will not be opened.
- b) The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. Financial bid will be opened on the date and time mentioned in the fact sheet at the office of TNPSC .

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### 11.5 Evaluation and Comparison of Bids

- (a) 80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation.
- (b) Technical Bid will be assigned a Technical score (TS) out of a maximum of 100 points, as per the Scoring Model.

### 11.6 Final Evaluation Criteria - Quality and Cost based selection (QCBS)

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

$$Fn = Fmin/Fb * 100$$

(rounded off to 2 decimal places)

Where,

Fn= Normalized commercial score for the Bidder under consideration

Fb= Absolute financial quote for the Bidder under consideration

Fmin= Minimum absolute financial quote

$$\text{Composite Score (S)} = Ts * 0.80 + Fn * 0.20$$

The Bidder with the highest Composite Score(S) would be awarded the contract, subject to the fulfillment of tender conditions given in this tender documents.

### 11.7 Award Criteria

TNPSC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

### 11.8 Right to Accept / Reject Any or All Proposal(s)

TNPSC reserves the right to accept or reject any proposal, and to annul the tendering process / service procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TNPSC action.

### 11.9 Notification of Award

Prior to the expiration of the validity period, TNPSC will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / service procurement process has not been completed within the stipulated period, TNPSC may request the bidders to extend the validity period of the bid.

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The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Guarantee, TNPSC will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Guarantee and signing of Contract.

## **12. Performance Guarantee**

TNPSC will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee within 15 days from the Notification of award, for Rs. 10,00,000/- (Rupees Ten Lakh only). The Performance Guarantee should be valid for a minimum period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period whichever is later. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project or Warranty period, whichever is later. In case the selected bidder fails to submit performance guarantee within the time stipulated, TNPSC at its discretion may cancel the order placed on the selected bidder without giving any notice. TNPSC shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or TNPSC incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

## **13. Penalty**

- a. The Selected Bidder shall re-conduct assessment at no additional cost to TNPSC if deficiency in services (failure to conduct and complete the assessment on the scheduled date due to any technical issues such as network issues, server issues, power issues) are for reasons solely and entirely attributable to the Selected Bidder that has been proved.
- b. 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 Selected Bidder and not in any way attributable to the delay on the part of TNPSC, 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 TNPSC, to account for the delay.
- c. 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 TNPSC 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 Selected Bidder.

- d. 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, penalty will be imposed to it on the basis of feedback received from the Inspection officers of TNPSC deployed at Centre and it may be up to 25% of contracted rate (per candidate rate) for each deficiency as per the discretion of the TNPSC.

## **14. Delays in the Selected Bidder's Performance**

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Selected Bidder in accordance with the approved time schedule as notified from time to time by the , TNPSC to the Selected 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 Selected Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Selected Bidder shall promptly notify to the TNPSC in writing the fact of the delay, its likely duration and its cause(s). The TNPSC will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the

Selected 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 TNPSC on its own.

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

## **15. Signing of Contract:**

After TNPSC notifies the successful bidder that its proposal has been accepted, TNPSC shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the successful bidder between TNPSC and the successful bidder with mutually agreed terms and conditions.

## **16. Termination of contract:**

### **16.1 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

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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 TNPSC.
- The defaulting party fails to perform any other obligation under the agreement.
- In the event of the TNPSC terminating the contract in whole or in part, the TNPSC may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Selected Bidder shall be liable to the TNPSC for any excess costs for such similar items or services. However, the Selected Bidder shall continue with the performance of the contract to the extent not terminated.
- The Selected Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to TNPSC for which payment has been made. The Selected Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Selected Bidder in the event of termination.
- In case of termination of contract, all Bank Drafts/ FDRs furnished by the Selected Bidder by way of Bid Security / Performance Security shall stand forfeited.
- In case of suspension/termination, the Selected Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

## **16.2 Termination for convenience**

- a) The TNPSC, by written notice of at least 90 days sent to the Selected 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 TNPSC's convenience and also the extent to which performance of the Selected Bidder under the contract is terminated, and the date on which such termination becomes effective.
- b) The TNPSC shall accept the items/services, which are completed and ready for delivery within
- c) 30 days after the Selected Bidder's receipt of notice of termination, at the contract terms and prices.
- d) For the remaining items/services, the TNPSC 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 Selected Bidder an agreed amount for partially completed items/services and for services previously accomplished by the Selected Bidder.

### **16.3 Termination for Insolvency**

The TNPSC may at any time terminate the contract by giving notice to the Selected Bidder, if the Selected Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Selected 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 TNPSC.

## **17. Suspension**

The TNPSC may, after giving a written notice of suspension to the Selected 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 Selected Bidder, if the Selected Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

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

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

## **18. Confidentiality**

The Selected 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 TNPSC's business or operations without the prior consent of the TNPSC.

## **19. Fraudulent and Corrupt Practices**

The Selected Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TNPSC shall reject a Proposal without being liable in any manner whatsoever to the Selected Bidder, if it determines that the Selected Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, TNPSC shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. corrupt practice" means
  - a. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TNPSC who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TNPSC, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
  - b. engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TNPSC in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TNPSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Selected Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 20. **Force Majeure**

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

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For purposes of this clause "Force Majeure" means an event beyond the control of the Selected Bidder and not involving the Selected 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 TNPSC, regarding Force Majeure shall be final and binding on the Selected Bidder.

If a Force Majeure situation arises, the Selected Bidder shall promptly notify to the TNPSC in writing, of such conditions and the cause thereof. Unless otherwise directed by the TNPSC in writing, the Selected 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 TNPSC may, terminate this agreement by giving a written notice of a minimum 15 days to the Selected Bidder, if as a result of Force Majeure; the Selected Bidder is unable to perform a material portion of the services for a period of more than 30 days.

## **21. Resolution of Disputes**

The TNPSC and the Selected 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 TNPSC and the Selected 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 Selected Bidder and the TNPSC 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 TNPSC or the Selected Bidder to interfere in or prevent normal functioning of the Project.

## **22. Proprietary Rights**

All rights, title and interests in and to the Services Environment and any other material used by the Selected Bidder in the provision of the Services shall exclusively belong to the Selected Bidder or its licensors ("Selected Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services, Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and TNPSC shall not be entitled to claim any rights therein. All data related to examination process are exclusive property of TNPSC. Selected bidder shall not use the TNPSC logo or marketing material unless until they are specifically authorized by TNPSC to do so.

ANNEXURE – ICHECK LIST cum QUESTIONER FOR ELIGIBILITY CRITERIA(TO BE KEPT IN COVER-I OF TECHNICAL BID)

<b>Sl.No</b>	<b>Eligibility Condition</b>	<b>Yes / No</b>	<b>Remarks / Page Reference</b>
1.	Is the firm registered in India?		
2.	Completed Number of years of existence in India?		
3.	Is your firm operating in India at least five years with an objective of CBT?		
4.	Legal status (Attach copies of original document defining the legal statues). a) An Individual b) A Proprietary/Partnership bidder c) A Public Limited Company or Corporation		
5.	Gross annual turnover of the Company (Profit) 1. 2014 – 2015 2. 2015 – 2016 3. 2016 – 2017		
6.	Gross annual turnover of the Company (loss) 1. 2014 – 2015 2. 2015 – 2016 3. 2016 – 2017		
7.	Annual turnover similar works (CBT) (Profit) 1. 2014 – 2015 2. 2015 – 2016 3. 2016 – 2017		

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8.	Do you need to have any consortium in this project / tender?		
9.	Do you have an operating branch office at Chennai?		
10.	Will you be the direct agent to deal with TNPSC and shall be solely responsible for the execution and delivery of the work?		
11.	Do you fulfill the turnover conditions of 50 crore and above (after tax) in each of during last 3 consecutive financial years?		
12.	The above turnover pertains to your firm alone and not of other sister concerns or with consortium		
13.	Do you have average 25 crore turnover in the last three financial year in CBT related item of work?		
14.	Have you incurred any loss during last three years up to financial year ending 31 March 2017?		
15.	Do you have valid GST Registration Number?		
16.	Do you have valid PAN / IT Number?		

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17.	Have you executed atleast 5 CBT in all India bases with the capacity of 20,000 or more candidate in single shift? Without consortium		
18.	Do you agree to place the proposed software for the security audit by the third party to be appointed by TNPSC?		
19.	Is your software developed in-house?		
20.	Are you the owners of the source code?		
21.	Do you have copy right for the software?		
22.	Are you ready to make major / minor changes in the software as per the TNPSC's customization requirement from time to time		
23.	Do you have atleast 200 regular technical in-house employees in your firm in India for CBT project exclusively?		
24.	Have you have enrolled the employees in ESI / EPF?		
25.	Do you have the test cases and regression testing code to produce, to prove that you have done necessary testing of the software to scale up to conduct a large scale assessments		

26.	Is your software is VAPT certified?		
27.	Do you have in-house quality assurance group and a strong quality management system to do quality check of the software?		
28.	Do you have own Primary data center with DR?		
29.	If yes, primary data center with DR sites are located in different seismic zones of India?		
30.	What is the tire rate of your data center?		
31.	Is your data center ISO certified?		
32.	Your data center is in compliance with the guidelines of Government of India?		
33.	Are you using 256 AES bit encryption for data transfer?		
34.	Are you capable to conduct CBT in multidisciplinary / multiple subjects as well in bilingual?		

35.	Is your firm ISO-27001, ISO 20000, ISO 9001 certified? ISO/IEC 27001:2013		
36.	Is your firm CMMi Certified?		
37.	Level of CMMi?		
38.	Do you have infrastructure in all the major cities / towns in Tamil Nadu with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc		
39.	Are you capable to conduct CBT with in a notice period of 1 month for candidate strength of 60,000 and below and 2 months in case of candidate's strength of 60,000 and above		
40.	Do you have all relevant facilities and logistics available to execute the work?		
41.	Have you ever been black listed by any Govt. Department or PSU.		
42.	Are you aware that TNPSC may amend the tender by issuing an addendum in writing or by standard electronic means? And TNPSC has right to cancel or modify the tender.		

43.	Are you aware that though you satisfy the eligibility criteria, you may be disqualified for the reason stated in this tender document		
44.	Are you capable to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours		
45.	Are you aware that the software to be developed for CBT are to be certified by STQC and / or Cert-in		
46.	Whether the examination venues are well connected with public transport and located at feasible distance from the nearest bus stand/railway station/metro station.		
47.	Have you enclosed all supporting document for your claims and eligibilities?		
48.	Have you enclosed DD for EMD		
49.	Have you submitted the financial bid in a separate cover?		
50.	Are all pages of the tender documents signed by the authorized signatory?		
51.	Have you enclosed all forms and annexure required for this tender		
52.	Overall IT staff Strength (Project Management/Development/ Assurance/Implementation/Operations) Quality		
53.	Have you conducted recruitment related CBT for Public Sector Undertaking / Public Service Commission / Staff Selection Commission / Government Recruitment Boards / Academic Institutions		

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54.	Maximum number of candidates appeared in CBT in single shift completed in Tamil Nadu in last three years		
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(Copy of Supportive Documents to be enclosed, failing which the tender will be rejected)

**Annexure – II**  
**ORGANIZATIONAL DETAILS**

1.	Name and address of FIRM	
2.	Telephone No. / Fax No./Email address	
3.	Legal status (Attach copies of original document defining the legal statues). a) An Individual b) A Proprietary/Partnership bidder c) A Public Limited Company or Corporation	
4.	Particulars of Registration (attach attested photocopy) A. Registration Number B. Organization/Place of registration C. Date of validity	
5.	GST Number	
6.	PAN Number	
7.	Overall Employee strength (Project Management / Development / Quality Assurance / Implementation / Operation)	
8.	Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.	
9.	Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.	
10.	Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.	
11.	Have you or your constituent partner(s) been debarred /black listed for tendering in any organization at any time? If so, give details.	
12.	Any other information considered necessary but not included above.	

Attach Document proof for all claims and details

Signature of the Bidder with Office Seal

## Annexure - III

**FINANCIAL INFORMATION**

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

<b>S. No.</b> <b>(1)</b>	<b>Details</b> <b>(2)</b>	<b>(3)</b> <b>2016-17</b>	<b>(4)</b> <b>2015-16</b>	<b>(5)</b> <b>2014-15</b>
i)	Gross annual turnover			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none"> <li>• Cash</li> <li>• Current Assets</li> <li>• Current Liabilities</li> <li>• Working Capital (b-c)</li> <li>• Current Ratio: Current Assets/Current Liabilities (b/c)</li> </ul>			
iv)	Turn over from similar project (CBT)			

- Up to date Income Tax Clearance Certificate.
- Note: Attach additional sheets, if necessary.

(Signature of Bidder)

Signature of the Bidder with Office Seal

**Annexure - IV**  
**DETAILS OF SIMILAR WORKS EXECUTED**

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in single shift	Date of commencement as per contract	Actual date of completion with proof	Litigation/ Arbitration pending in progress with details	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1.									
2.									
3.									
4.									
5.									

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**Annexure - V**  
**DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

**Table-I**

Category	Total No. of Regular Employees in each category	Number available for this work	Minimum Qualification	Remarks
Technical				
Administrative				

**Table - II**

SI No.	Designation	Total number of employees in that category	Number available for this work	Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks

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**Annexure - VI**  
**PERFORMANCE SECURITY BOND FORM**  
**(to be submitted by the Selected Bidder)**

1. In consideration of Tamil Nadu Public Service Commission, Chennai (here in after called TNPSC) having agreed to exempt \_\_\_\_\_ (here in after called the said contractor(s) from the demand of security deposit/earnest money of Rs. \_\_\_\_\_ on production of Bank Guarantee for Rs. \_\_\_\_\_

For the due fulfilment by the said contractors of the terms & conditions to be contained in an Agreement dated \_\_\_ and Tender document No. .... dated ..... (herein after referred to as Agreement) in connection with the contract for supply of \_\_\_\_\_ we, (name of the bank)

(Here in after referred to as "the Bank") at the request of \_\_\_\_\_

(Contractor (s) do hereby undertake to pay to the TNPSC, an amount of not exceeding

\_\_\_\_\_, against any loss or damage caused to or suffered or would be caused to or suffered by the TNPSC, by reason of any breach by the said contractor(s) of any of the terms & conditions contained in the said agreement.

2. We (name of the bank) \_\_\_\_\_

do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the TNPSC, stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the TNPSC by reason of breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said Agreement or breach of any terms and conditions of contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the TNPSC, in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_

3. We undertake to pay to the TNPSC, any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier (s) in any suit or proceeding pending before any court of tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment

4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect initially for a period of one year from the date of acceptance and further agree to extend the

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same from time to time (one year at each time). It shall continue to be enforceable till all the dues of the TNPSC, under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till TNPSC certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ..... YEAR from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the TNPSC that the TNPSC shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary and of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the TNPSC against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the TNPSC or any indulgence by the TNPSC to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/supplier(s)
7. We (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent.

This guarantee is valid from \_\_\_\_\_ to \_\_\_\_\_

Dated: \_\_\_\_\_

For \_\_\_\_\_

(Indicating the name of the bank)

N.B.: this guarantee should be issued on non-judicial stamped paper, stamped in accordance with the stamp act.

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**Annexure - VII  
Financial Bid**

**[On the Letter head of Bidder and should be separately sealed as per instruction]**

Reference No. : Date:  
FILE NO. :

The Controller of Examinations  
Tamil Nadu Public Service Commission,  
Park Town, Chennai – 600 003

Sir,

I/ We hereby submit our price bid for **Online Examination (Computer Based Test) Conduct and Processing for Various Examination of the Tamil Nadu Public Service Commission, Chennai** after clearly understanding the terms and conditions of the tender document and due clarification obtained from TNPSC

Particulars	Rate in INR Per Candidate (in figure) Per Session	Rate in INR per Candidate (in words) Per Session
Conduct of end-to-end computer based examination across the state of Tamil Nadu as per Scope of Work and terms & conditions of tender document		

The above rate quoted in **excluding** the Taxes applicable.

The Taxes Applicable are as follows:-

SI No	Name of the TAX	% applicable
1.	CGST	
2	SGST	
3	..... Specify	
4	..... Specify	

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