



**UTTARAKHAND PUBLIC SERVICE COMMISSION,
HARIDWAR, UTTARAKHAND**

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**REQUEST FOR PROPOSAL FOR DIGITAL EVALUATION OF ANSWER
BOOKS through National Competitive Procurement Process**

(Through E-Procurement Portal only www.uktenders.gov.in)

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SECTION I: REQUEST FOR PROPOSAL NOTICE

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NOTICE INVITING PROPOSAL FOR DIGITAL EVALUATION OF ANSWER BOOKS through National Competitive Procurement Process

(Through E- Procurement Portal only - www.uktenders.gov.in)

RFP Reference No: /Digi Eval/I.T/2025-26

Date: /11/2025

1. Uttarakhand Public Service Commission, Haridwar, Uttarakhand (Referred to as the “**Client**”) invites Proposals from eligible Service Provider for Digital Evaluation of Answer Books as detailed in Section VI- Terms of Reference (hereinafter referred to as "the **Services**") through E-Procurement Portal through National Competitive Procurement Process.
2. The Client has adopted a single-stage E-Procurement System procedure (the "**Procurement Process**") comprising Two Electronic Proposal Document viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the “**Proposal**”) for selection of the Service Provider. Proposals comprising the Technical Proposals (First Part) and Financial Proposal (Second Part) must be submitted through E- Procurement Portal within the last date and time for submission of Proposals. No physical submission of Proposals shall be accepted.
3. The Service Provider are advised to note the Eligibility criteria and Qualification criteria specified in Section III of the RFP Document to qualify for award of the Contract.
4. Technical Proposals will be opened in the E-Procurement Portal as specified in the Schedule of Procurement Process. If the office of the Client happens to be closed on the specified date of opening of the Proposals, then they will be opened on the next working day at the same time & place as notified earlier.
5. Deleted
6. The Service Provider scoring the highest combined score shall be ranked first and shall be declared as selected Service Provider for the Assignment in accordance with the procedures described in this RFP Document.
7. All notifications, changes and amendments to the RFP Document will be posted only on the E-Procurement Portal, which shall form part of the Original RFP Document.
8. The Schedule of Procurement Process is as below:

Date, time and place for procuring RFP Document	From to up to to be downloaded from the E- Procurement Portal www.uktenders.gov.in
Pre-Proposal meeting date, time and place	On at Venue: Uttarakhand Public Service Commission, Haridwar-249404
Last date & time for submission of online Proposals on E-Procurement	Onup to
Date and Time for opening of Technical Proposal on the E-Procurement Portal	Onup to

Date and Time for opening of Financial Proposal on the E-Procurement Portal	After evaluation of technical bid.
Date and Time of Conduct and process of Electronic Reverse Auction	Deleted
Validity of Proposals (LoA to be issued prior to expiration of this period)	180 days from the last date for submission of Proposals.
Period of Contract	02 year(s) [extendable]
Address for Communications	Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404
Earnest Money Deposit (EMD) Amount/ Bid Security Declaration	Rs. 85,000/- to be submitted as provided in Clause 11 of ITB
Date & Time to Submit EMD & RFP Document Fee along with GST paid receipt Hard Copy in Original	Onup to

9. Service Providers who are specifically exempted under this RFP Document from submitting the EMD should submit the BID SECURING DECLARATION Form as provided in this RFP. Proposals without BID SECURING DECLARATION and documentary proof of such exemption as required under the RFP Document will be summarily rejected and shall not be considered for further evaluation. The decision of the Bid Scrutiny committee/RFP Evaluation Committee shall be legally binding and acceptable to the bidders in this regard.
10. For any additional information or clarification regarding the RFP, the interested Service Providers, in writing through the E- Procurement Portal and/or by email to the email id mentioned below, seek information or clarification from the Client before the last date of Pre-Proposal queries.
11. The Client reserves the right to accept or reject or cancel any or all the Proposals or to abandon the procurement process in the administrative/work/public/project interest. The decision of the competent authority shall be legally binding and acceptable to the bidders in this regard.
12. **The Service Provider is required to submit hard copy of EMD and RFP document fee along with GST paid receipt in original to Secretary, Uttarakhand Public Service Commission, Haridwar,Uttarakhand-249404 as per details mentioned in the above schedule.**
13. **The Uttarakhand Competitive Examinations (Measures For Control and Prevention of Unfair Means in Recruitment) Act, 2023 shall be applicable to all the Exams.**

Secretary

SECTION II: INSTRUCTIONS TO SERVICE PROVIDER (ITC)

A. General

1. Scope of Proposal

1.1 The Client named in the Data Sheet invites Proposals through E-Procurement Portal - www.uktenders.gov.in (the “E-Procurement Portal”) comprising two Electronic Proposal Documents viz., Technical Proposal and Financial Proposal (hereinafter collectively referred to as the “**Proposal**”) from eligible Service Provider (the “Service Provider”) through National Competitive Procurement Process for procurement of Contract Services named in the Data Sheet in accordance with the method of selection indicated in the Data Sheet.

1.2 Deleted

1.3 Deleted

2. One Proposal Per Service Provider

2.1 Each Service Provider shall submit only one Proposal (comprising Technical Proposal and Financial Proposal). Service Provider who submits more than one Proposal, the latest proposal shall be considered for evaluation purpose.

2.2 All Service Provider are required to register in the Uttarakhand Government E-Procurement Portal. The Service Provider, who submit their Proposal after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices etc. of this RFP.

3. Visit of Place of Service

3.1 Deleted

3.2 Deleted

4. Eligible and Qualification Criteria

4.1 The Service Provider should satisfy eligibility conditions and establish their competence and capacity based on the qualification criteria (the “Qualification Criteria”) specified in Section III. This invitation for RFP is open to all eligible Service Providers meeting the Qualification Criteria.

4.2 If so specified in the Data Sheet, Joint Ventures and Consortiums may participate in the Procurement Process.

4.3 If so specified in the Data Sheet, Sub-contracting may be undertaken by the Service Provider.

5. Cost of Proposal

5.1 The Service Provider shall bear all costs associated with preparation, presentation and submission of its Proposal, visit to the Client/site. The Client in no case be responsible and liable for those costs, regardless of the outcome of procurement process.

B. The RFP Documents

6. Contents of RFP Documents

6.1 The RFP Documents shall include:

- a. Section I - Notice Inviting Proposals
- b. Section II - Instruction to Service Provider (ITC);

- c. Section III - Eligibility and Qualification criteria
- d. Section IV- Data Sheet
- e. Section V - Formats for Submission of Proposals
- f. Section VI – Terms of Reference
- g. Section VII - Form of Contract Agreement
- h. Section VIII - General Conditions of Contract Agreement (GCC);
- i. Section IX- Special Conditions of Contract Agreement (SCC);
- j. Section X - Appendices to GCC and SCC
 - a. Appendix A – Description of the Services
 - b. Appendix B- Reporting Requirements of the Client
 - c. Appendix C- List of Key Personnel/Staff
 - d. Appendix D - Services and Facilities to be provided by the Client
 - e. Appendix E – Breakdown of Contract Rates
 - f. Appendix F - Form of Bank Guarantee for Performance Security Deposit
 - g. Appendix G - Notification of Award and Letter of Acceptance.
 - h. Appendix H - Any modifications, clarifications, addendum/ corrigendum issued to the original RFP Document, Pre- Proposal meeting proceedings.
 - i. Appendix I - Undertaking for Confidentiality

6.2 The RFP documents may be obtained in the manner set out in the Data Sheet. The Service Provider must upload the scanned copy of the instrument or e-BG etc. as a proof of tender fee/EMD submission.

6.3 The Service Provider is expected to examine all instructions, conditions of agreement, forms, terms and conditions etc. in the RFP Document. Failure to furnish all information required by the RFP Documents or submission of a Proposal not substantially responsive to the RFP Documents in all respect will be at the Service Provider's risk and may result in rejection of its Proposal.

7. Amendment to RFP Documents

7.1 Before the deadline for submission of Proposals, the Client may, modify the RFP Documents by notifying in the E-Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Client shall form part of the RFP Document.

7.2 In order to allow Service Providers, reasonable time, to take the amendment into account in preparing their Proposals, or procuring entity decide so, the deadline for the submission of Proposals as necessary may be extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

8. Pre- Proposal Meeting and Clarification of RFP Documents

8.1 A Service Provider requiring any clarification of the RFP Documents may notify the Client in writing as indicated in the Data Sheet before the last date and time of pre-proposal queries. The Client will respond in writing to any request for clarification received within the timeframe specified in Data Sheet. The Client's response will be uploaded in the E-Procurement Portal including a description of the enquiry sought for the information of public or the other Service Providers without identifying source of request for clarification.

- 8.2 If the pre-Proposal meeting is to be held, the Service Provider or his authorized representative is invited to attend it, the time, date and venue is given in Data Sheet.
- 8.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 8.4 Queries raised by the prospective Service Providers in writing along with responses will be uploaded by the Client on the E-Procurement Portal. Any modification to the RFP Documents listed in Sub-Clause 6.1 which may become necessary as a result of the Pre-Proposal meeting shall be made by the Client exclusively through the issue of an Addendum/Corrigendum/Clarification pursuant to Clause 8 and/or through the minutes of the pre- Proposal meeting.
- 8.5 Non-attendance at the pre-Proposal meeting will not be a cause for disqualification of a Service Provider.

C. Preparation of Proposals

9. Language of Proposal

The Proposal prepared by the Service Provider, as well as all supporting documents, the correspondence and documents relating to the Proposal exchanged by the Service Provider and the Client, shall be in the language specified in Data Sheet. All supporting documents other than the language specified in Data Sheet needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in the language specified in Data Sheet, in which case, for purposes of interpretation of the Contract, this translation shall govern.

10. Document Constituting the Proposal

10.1 The Proposal should upload in the E-Procurement Portal under a two Proposal document system comprising the following documents.

A- First Electronic Document shall be named Part 1- Technical Proposal documents and shall comprise of scanned copies of all pre-qualification/technical information to be submitted in the format specified in Section V of this RFP as set out below;

- i. Technical Proposal Submission Form in the format prescribed at **Annexure A**.
- ii. A brief description of the Service Provider's organisation in the format prescribed at **Annexure B-Form 1** along with supporting documents as specified in **Annexure N**;
- iii. Deleted (**Annexure B- Form 2**);
- iv. Service Provider Experience in undertaking similar assignment, as provided in Section III, in the format prescribed at **Annexure C** along with supporting documents as specified in **Annexure N**;
- v. A certificate(s) from its Statutory Auditors/Chartered Accountant demonstrating the Financial Capacity of the Service Provider as provided in Section III, in the format prescribed at **Annexure D**.
- vi. Description of the Methodology and Work plan for performing the Assignment in the format prescribed at **Annexure E**;
- vii. Technical Manpower Details (**Annexure F**);

- viii. Deleted (**Annexure G**);
- ix. Deleted (**Annexure H**);
- x. Deleted (**Annexure I**);
- xi. Power of Attorney for Signing of Proposal in the format prescribed at **Form 1 of Annexure J**.
- xii. Earnest Money Deposit in the manner and form at **Annexure K Form 1** or **Annexure K Form-2** as specified in Clause 12;
- xiii. Deleted (**Annexure L**);
- xiv. Checklist of Documents in the format prescribed at **Annexure N**;
- xv. Copy of the Demand Draft and GST Paid receipt for the cost of RFP Document if stated in the Data Sheet;
- xvi. Deleted
- xvii. any other information as may be considered relevant by the Service Provider to substantiate their submissions.

Note: Service Provider shall not furnish the Financial Proposal along with the Technical Proposal. A Technical Proposal containing any financial information shall be declared non-responsive. The decision shall be legally binding and acceptable to the bidders in this regard.

B- Second Electronic Document –shall be named Part 2 –Financial Proposal document and shall comprise of: Format for the “**Contract Rates**” in the prescribed form- **Annexure O- Form 1**, for the whole services as described in Clause 1 of the ITC. The Estimated Project Cost if any, to be considered for this purpose shall be as indicated in the Data Sheet. Contract Rates shall be quoted by the Service Provider in the slot provided on the E-Procurement Portal.

10.2 While Preparing the Technical Proposal, the Service Provider must give particular attention to the following:

- i. Deleted.
- ii. Deleted
- iii. Deleted
- iv. Deleted
- v. Deleted
- vi. Deleted
- vii. Reports to be issued by the Service Provider as part of this Assignment must be in the language(s) specified in the Data Sheet. It is desirable that the Service Provider’s personnel have a working knowledge of the Client’s official language, preferably English/Hindi.

10.3 Preparation of Financial Proposal

- a. In preparing the Financial Proposal, Service Provider are expected to take into account the requirements and conditions of the RFP Documents.
- b. The Financial Proposal should follow Standard Forms (**Annexure O**). It lists all costs associated with the Assignment.

- c. The Price quoted in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.
 - d. The Price quoted shall be fixed for the duration of the Contract Period and shall not be subject to adjustment on any account. Omissions, if any, in costing any item shall not entitle the Service Provider to be compensated and the liability to fulfil its obligations as per the TOR within the total price shall be that of the Service Provider.
 - e. The Service Provider is responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes is provided in the Data Sheet.
 - f. Submission of scanned copies of Financial Proposal will not be considered for evaluation. A specimen of the Financial Proposal to be provide in the slot in the E-Procurement Portal is prescribed at **Annexure O - Form 1**.
- 10.4 Proposals submitted by fax, e-mail or any other electronic modes other than through E-Procurement Portal shall not be entertained and shall be rejected.
- 10.5 If a Service Provider submits a zero offer (at no cost to the Client i.e. NIL charges), such Proposal shall be treated as non-responsive and will not be considered for evaluation purpose.

11. Proposal Currency

Unless otherwise stipulated in the Data Sheet, the currency of Financial Proposal and payment shall be quoted by the Service Provider entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

12. Earnest Money Deposit (EMD)

The Service Provider shall furnish, as part of his Proposal, an Earnest Money Deposit (the “EMD”) if so, indicated in the Data Sheet.

- 12.1 The EMD may be provided in the form of Fixed Deposit Receipt/ Bank Guarantee including E-Bank Guarantee etc., issued/ confirmed by a Scheduled Banks, pledged in favour of the Authority and payable at the place as specified in the Data Sheet to the satisfaction of the Client safeguarding the interest of the Client in all respects.
- 12.2 The Bank Guarantee should be submitted in the format provided at Annexure K- Form 1 issued by a Scheduled Bank in India and drawn in favour of and payable at, as specified in the Data Sheet. BG should be irrevocable, non-transferable and un-conditional. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Earnest Money Deposit/ Bid security for the Proposal shall be valid for 45 days beyond the validity of the Proposal, and may be extended as may be mutually agreed between the Client and the Service Provider from time to time.
- 12.3 The Service Provider should upload scanned copy of the instruments furnished as EMD in the E-Procurement Portal. Failure to submit such instruments will amount to treat such Proposals as non-responsive.
- 12.4 The EMD to be paid through online or offline modes shall be made on any of the payment options specified in the Data Sheet.
- 12.5 Service Provider who are specifically exempted for submitting the EMD under specific

provisions of law should submit the documents as specified in the Data Sheet. The exemption and relaxation in EMD is subject to the validity & acceptance of the supporting documents by the Client.

12.6 Any Proposal not accompanied by EMD/ Bid Securing Declaration and not secured as indicated in Sub- Clauses 12.1 to 12.3 shall be rejected as non-responsive. If bids have been extended, any bid should not be rejected due to short validity of EMD.

12.7 The Earnest Money Deposit submitted through online or offline modes of payment will be returned without any interest in the following manner:

- i. To the successful Service Provider, within 30 days on receipt of the Performance Security Deposit
- ii. To the unsuccessful Service Provider, as promptly as possible and in any case not later than 30 (thirty) days after the award of the Contract by the Client.
- iii. In the event of rejection of all Proposals or cancellation of Procurement process by the Client, within 30 (thirty) days of such rejection or cancellation.

12.8 The EMD paid shall be forfeited under the following conditions:

- i. if a Service Provider withdraws its Proposal during the period of Proposal validity specified in this RFP Document or as extended by the mutual consent of the respective Service Provider(s) and the Client; or
- ii. if the successful Service Provider fails or refuse to:
 - a. sign the Contract agreement within the period specified in accordance with ITC Clause 30.4; or
 - b. furnish Performance Security Deposit in accordance with ITC Clause 30.
- iii. if the Service Provider breaches any provision of code of integrity.

13. Period of Validity of Proposals

13.1 The Data Sheet indicates how long the Proposal shall remain valid from the last date of submission of Proposal. The Service Provider is not allowed to modify, vary, revoke or withdraw, the Proposal during the original or extended validity period. Further, during this period, the Service Provider is expected to keep available the Key Personnel proposed for the assignment.

13.2 In case, the last day on which the Proposal are to remain valid falls on/subsequently declared a holiday or closed day for the Client, the Proposal Validity shall automatically deem to be extended to the next working day.

13.3 In exceptional circumstances, prior to the expiration of proposal validity period, the Client may solicit the Service Provider's consent to an extension of the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by e-mail or by fax or through E-Procurement Portal or other written records through electronic medium only. The Service Provider may refuse the request without getting forfeited its EMD. The Service Provider granting the request shall not be required or permitted to modify its Proposal.

13.4 A Service Provider who agree to the extension of the period of validity of Proposals shall also extend the period of validity of [Earnest Money Deposit/ BID SECURING DECLARATION] provided under ITC Clause 12 or submit new EMD to cover the extended period of validity of

their proposals.

D. Online Submission of Proposals

14. Format and Signing of Proposal

- 14.1 The Service Provider shall provide all the required information sought under this RFP Document. The Client will evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Proposals shall be liable to rejection as non-responsive.
- 14.2 All the documents of the Proposal should be uploaded on the E-Procurement Portal www.uktenders.gov.in using digital signature with their valid Digital Signature Certificate (DSC) in the form of smart card token. The DSC can be obtained from any authorised certifying agencies. The Service Provider should register in the web site www.uktenders.gov.in using the relevant option available. Then the Digital signature registration had to be done with the e-token, after logging into the site. The Service Provider can login the site through secured login by entering the password of the e-token and the user id/password chosen during registration.
- 14.3 The documents to be uploaded shall be typed or written in indelible ink and signed by the Authorized Signatory (the “Authorized Signatory”) of the Service Provider who shall also initial each page, in blue/black ink with stamp as an acceptance of the terms and conditions written therein. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Service Provider holding a Power of Attorney or the Board Resolution in this regard.
- 14.4 A copy of the Power of Attorney certified by the authorized signatory of the Service Provider in the form specified in Form 1 of Annexure J or in case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format prescribed at Form 2 of Annexure J, as the case may be, should accompany the Proposals.
- 14.5 The Service Provider shall submit through E-Procurement Portal two separate files. First Electronic Document – Part 1- Technical Proposal documents and the Second Electronic Document – Part 2- Financial Proposal document as specified in Clause 10.1 above. After submission of Proposals, the system would generate a unique proposal identification number which is time stamped. This shall be treated as acknowledgment of Proposal submission.
- 14.6 Instructions for e-submission is specified in E-Procurement Portal of www.uktenders.gov.in. The Service Provider must acquaint and train themselves with the rules, regulations, procedure and implied conditions/agreement of the respective Uttarakhand Department. The Service Provider shall settle clarifications and disputes if any, regarding the E-Procurement Portal directly with E-Procurement Portal helpdesk. The Service Provider shall be responsible to see the E-Procurement Portal till last date of submission of Proposal for any clarification/amendment which shall be part of the RFP Document. Client will not owe the responsibility for any technical issue, if any, for the submission of the proposal.

15. Deadline for Submission of Proposals

- 15.1 It shall be the responsibility of the Service Provider to ensure that their Proposal is submitted in the E-Procurement Portal within the last date and time specified in the Data Sheet in complete

manner. The Client will not be held responsible for technical glitches and internet connectivity issues confronted by Service Provider in uploading their Proposal or for any failure on part of the Service Provider to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Proposals by E-Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

15.2 The last date and time for submission of Proposals may be extended by amending the RFP Documents in accordance with ITC Clause 7 after giving adequate notice on the E-Procurement Portal, in which case all rights and obligations of the Client and Service Provider previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Proposals will be published on E-Procurement Portal.

16. Late Proposals

The E-Procurement Portal will not accept any Proposals after the last date and time for submission of Proposals.

17. Modification and Withdrawal of Proposals

17.1 The Service Provider may modify the contents of the Technical Proposal or Financial Proposal or withdraw its Proposal by uploading their request prior to deadline for submission of Proposals in E-Procurement Portal. For Proposal modification, the Proposal submitted by the Service Provider within the last date and time for submission of Proposals shall be considered as the Proposal. The Service Providers may withdraw his Proposal by uploading their request before the last date and time of submission of Proposals.

17.2 No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the original period of Proposal validity or extended period in pursuant to Clause 13. Withdrawal of a Proposal during this interval shall result in forfeiture of the Service Provider's Earnest Money Deposit/initiation of action for debarring the Service Provider as per Bid Securing Declaration.

E. Proposal Opening and Evaluation of Proposals

18. Opening of Technical Proposal

18.1 The file containing Part I - Technical Proposal Document shall be opened first in the E-Procurement Portal at the date and time specified in the Data Sheet. Authorised representatives of Service Provider, who intend to attend the Technical Proposal opening are to bring with them letters of authority/power of attorney from the corresponding Service Provider. In the event of the specified date of Technical Proposal opening being declared a holiday, the Technical Proposal shall be opened at the appointed time on the next working day.

18.2 List of submitted Proposals termed as RECEIVED shall be displayed in E-Procurement Portal. All Proposal payments including EMD and cost of RFP document, if so stated in the Data Sheet is successfully received shall be displayed. Thereafter, the names and such other details of the Service Provider as the Client may consider appropriate shall be published in the E-Procurement Portal.

19. Process to be Confidential

19.1 The Client shall ensure the confidentiality of the process of Proposal evaluation until orders on the Proposals are passed.

19.2 Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations of award of Contract agreement shall not be disclosed to Service Provider or any other persons not officially concerned with such process until award of the successful Service Provider has been announced in the E-Procurement Portal. Any effort by a Service Provider to influence etc., the Client in processing of Proposals or award decision may result in rejection of Proposal.

20. Clarification of Proposals

20.1 During evaluation of Proposals, the Client or the Proposal Scrutiny Committee may, at its discretion, seek bonafide clarifications in writing from the Service Providers relating to the Proposals submitted by them by a specific date. The Service Provider may be requested to submit necessary information or documents which are historical in nature (which exist on the last date of the submission of the Bid), like audited statements of accounts, tax clearance certificate, PAN, etc. If the Service Provider does not comply or respond by the specified date, his Proposal shall be liable to be rejected and this shall be legally acceptable and binding to all the Service Providers.

20.2 The Client shall not offer or permit any change in the price or substance of a Proposal except to confirm the correction of arithmetic errors discovered by the Proposal Scrutiny Committee in the evaluation of the Financial Proposals. In case of confusion between digit and words, words shall be preferred for evaluation purpose.

20.3 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Service Provider, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

20.4 All communication generated as above shall be included in the record of the procurement proceedings.

21. Initial Examination of Proposals

21.1 The Client shall cause an initial examination of the Proposals submitted to determine their substantial responsiveness and following factors shall be considered, namely:

- i. Whether the Service Provider meets the eligibility criteria laid down in the RFP Documents;
- ii. Whether the crucial documents have been duly signed and submitted;
- iii. Whether the requisite Earnest Money Deposit/ Bid Securing Declaration, if exempted in the required manner has been furnished;
- iv. Whether the Proposal is substantially responsive in terms with the RFP Documents without material deviation or reservation or inconsistent with the Client's right or Service Provider's obligations as per RFP.

21.2 Proposals which on initial examination are found not to be substantially responsive under any of the Clauses under Clause 21.1 above, may be rejected. The decision shall be legally binding and acceptable to the bidders in this regard.

21.3 The Client/ Proposal Scrutiny Committee may waive any minor informality or non-conformity or irregularity in a Proposal which does not constitute a material deviation, reservation or omission provided such a waiver does not prejudice or affect the relative ranking of any Service Provider. A substantially responsive Technical Proposal is one that meets the requirements of the

RFP Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that.

- a. If accepted, would
 - i. affect in any substantial way the scope, quality, or performance of the Contract Services specified in the Terms of Reference; or
 - ii. limits in any substantial way, inconsistent with the RFP Document, the Client’s rights or the Service Provider’s obligations under the Contract agreement to be executed.
- b. if rectified, would unfairly affect the competitive position of other Service Providers presenting substantially responsive Technical Proposals.
- c. During the evaluation of Proposals, the following definitions apply:
 - i. “**Deviation**” is a departure from the requirements specified in the RFP Document;
 - ii. “**Reservation**” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP Document; and
 - iii. “**Omission**” is the failure to submit part or all of the information or documentation required in the RFP Document.

22. Evaluation of Technical Proposal

22.1 The Client may constitute a Proposal Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Proposals strictly in accordance with the evaluation criteria indicated in Section III of this RFP Document.

22.2 The Proposal Scrutiny Committee shall evaluate the Technical Proposal on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and scoring system specified in the Data Sheet. Each responsive Proposal will be given a technical score (ST). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. Alternatively, since in LCS selection, technical offers do not require be ranked (or adding of weighted technical score to financial score – as in QCBS selection), it would suffice in appropriately simple cases, if the evaluation criteria is only a fail/ pass criteria prescribing only the minimum qualifying benchmark. Any bidder that passes these benchmarks is declared as technically qualified for opening of their financial bids. The method to be used will be indicated in Data Sheet.

22.3 The list of Qualified Service Providers, non-responsive and not qualified Service Providers and the date, time of opening of Financial Proposals of Qualified Service Providers shall be published by the Client in the E-Procurement Portal.

23. Opening and Evaluation of Financial Proposal (for QCBS, and LCS methods)

23.1 Service Provider whose Technical Proposals are adjudged as responsive in terms of Clause 21 and achieve the minimum technical score will be declared as qualified Service Provider (“Qualified Service Provider”). Service Provider who does not achieve the minimum technical score shall be disqualified. The list of Qualified Service Providers shall be published by the Client in the E-Procurement Portal. The Financial Proposals of only the Qualified Service Provider shall be considered for opening in the E-Procurement Portal. The date, time and location for the opening of the Financial Proposals shall be published in the E-Procurement Portal.

23.2 The Financial Proposal of all the Qualified Service Provider will be opened in the E-Procurement Portal at the designated date and time notified. Authorised representatives of Service Provider, who intend to attend the Financial Proposal opening are to bring with them letters of authority from the corresponding Service Provider. If the specified date of Financial Proposal opening is declared a holiday subsequently the Financial Proposals shall be opened at the appointed time on the next working day.

23.3 At the opening of the Financial Proposal, the names of the Service Providers, and the overall technical scores, including the break-down by criterion, shall be read aloud. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered.

24. Combined quality and Cost Evaluation

24.1 In the case of Quality and Cost- Based Selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Service Provider achieving the highest combined (technical plus financial) score will be invited for negotiations.

24.2 In the case of Least-Cost Selection (LCS), the Client will select the Service Provider with the lowest evaluated total Contract Rates among those Proposals that achieved the minimum qualifying technical score, and invite such a Service Provider to negotiate the Contract.

25. Correction of Errors

25.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

25.2 The Service Provider is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made.

26. Taxes

26.1 The Client's evaluation of the Service Provider's Financial Proposal shall include taxes and duties in accordance with the instructions in the Data Sheet.

27. Negotiations

27.1 Negotiations may be held at the address indicated in the Data Sheet with the Service Provider's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Service Provider.

27.2 Deleted.

27.3 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated preferably.

27.4 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final prices or if the costs/cost elements quoted are not found to be reasonable.

27.5 Deleted

27.6 Deleted

27.7 Deleted

27.8 The negotiations will conclude with a review of the draft form of the Agreement, which shall then be signed by the Client and the Service Provider 's authorized representative.

F. Award of Contract

28. Preparation of evaluation report

28.1 After evaluation of the Proposals in accordance with the eligibility and qualification criteria, the order of acceptance of Proposal along with the comparative statement shall be uploaded in the E-Procurement Portal.

29. Letter of Acceptance (LoA) and Signing of Contract Agreement

29.1 The Service Provider whose Proposal has been accepted will be notified by issuing the Letter of Acceptance (LoA) prior to expiration of the Proposal validity period through the E-Procurement Portal and through email to the successful Service Provider specifying the details about the consideration for the provision of Services (hereinafter and in the Agreement called the "Rates"). The Service Provider, shall within the timeframe specified in the Data Sheet confirm acceptance by returning a signed copy of the Letter of Acceptance through E-Procurement Portal /in writing or by e-mail.

29.2 Before issuing such LOA, the Client may, at its discretion, ask the Successful Service Provider to submit the originals of all such documents for verification whose scanned copies were submitted in E-Procurement Portal along with the Technical Proposal. If the Service Provider fails to provide originals or if there are any substantive discrepancies between such documents, the same shall be considered as violation of Code of Integrity including misleading the Client and action shall be initiated to debar such Service Provider in accordance with Clause 31 of this ITC.

29.3 Upon the successful Service Provider's furnishing of Performance Security Deposit pursuant to ITC Clause 31, the Client shall execute the Contract agreement incorporating all agreed terms and conditions between the Client and the successful Service Provider as indicated in the Data sheet.

29.4 Within the period indicated in the Data Sheet, the successful Service Provider will sign the Contract agreement and deliver it to the Client and commence the services at the date, time and location as specified in the Data Sheet.

30. Performance Security Deposit

30.1 After issuance of notification of the **letter of acceptance (LoA)** by the Client, the successful Service Provider shall within a specified period furnish the Performance Security as indicated in the Data Sheet, in the form of Fixed Deposit Receipt/ Bank Guarantee etc. issued/ confirmed by a Scheduled Bank in India to the Purchaser, safeguarding the Purchaser's interest in all respects.

30.2 Failure of the successful Service Provider to comply with the requirement of ITC Clause 29.4 or and ITC Clause

30.3 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit. The Procuring Entity shall re-tender in such cases.

31. Code of Integrity

No officer or employee of a Client or the Service Provider participating in a Procurement Process

shall act in violation of the Code of Integrity as specified below:

31.1 Prohibiting:

- a. Corrupt Practice - any offer, solicitation or acceptance of any favour, bribe, reward, or gift, or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process or the action of other party;
- b. Fraudulent Practice - any omission, including a misrepresentation that misleads or attempts to mislead to obtain a financial or other benefit or avoid an obligation. This includes making false declaration or providing false information for participation in a Procurement Process or to secure a contract or in execution of the Agreement;
- c. Anti-competitive practice - any collusion, Proposal rigging or anti-competitive behaviour to impair the transparency, fairness and the progress of the Procurement Process.
- d. Coercive Practice: any coercion including harming or threatening persons and their properties, directly or indirectly, to influence their participation in the Procurement Process or affect the execution of an Agreement.
- e. Conflict of interest: participation by a bidding firm or any of its affiliates that are either involved in the Contract to which this procurement is linked; or if they are part of more than one Proposal in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of the Client who are directly or indirectly related to the Proposal or execution process of Agreement; or improper use of information obtained by the (prospective) Service Provider from the Client with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- f. Obstructive practice: materially impede the Client's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Client's rights of audit or access to information.

31.2 Obligation of Proactive Disclosures:

Failure to declare below instances shall amount to violation of this Code of Integrity:

- a. Procuring authorities as well as Bidders, suppliers, contractors and Service Providers, are obliged under Code of Integrity for Public Procurement to Suo-moto proactively declare any conflicts of interest in any Procurement process or execution of Agreement.
- b. Any Service Provider must declare, whether asked or not in a RFP Document, any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other Client.
- c. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the Service Provider making such declarations. The declared disclosures may be evaluated and mitigation steps, if possible, may be taken by the

Client.

31.3 Punitive actions:

The Client after giving a reasonable opportunity of being heard, concludes that a Service Provider or prospective Service Provider has contravened the Code of Integrity, may take appropriate measures including on or more of the following:

- a. If Proposals are under consideration
 - i. Forfeiture or encashment of EMD;
 - ii. calling off any pre-contract negotiations; and
 - iii. rejection and exclusion of the Service Provider from the Procurement Process.
- b. If Agreement has already been awarded
 - i. Cancellation of the relevant agreement and recovery of compensation for loss incurred by the Client;
 - ii. Forfeiture or encashment of any other security or bond relating to the Procurement;
 - iii. Recovery of payments including advance payments, if any, made by the Client along with interest thereon at the prevailing rate.

31.4 Provisions in addition to above:

- a. Removal from the list of registered Service Providers and blacklisting/banning/debarment of the Service Provider from participation in future procurements of the Client for a period for a specific period, as decided by the competent authority,
- b. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

32. Appeals

32.1 Service Provider aggrieved by an order passed by the Client pursuant to Clause 28.1 of ITC may complain within prescribed time of the publishing of the notice inviting proposals in the Portal prescribed by the Government. If the aggrieved Service Provider is not satisfied with the decision of the Client, then such Service Provider may appeal to prescribed appellate authority within the manner as indicated in the Data Sheet.

32.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION III: ELIGIBILITY AND QUALIFICATION CRITERIA

1. Eligibility Criteria

1.1 For determining the eligibility of Service Provider (“Eligible Service Provider”), the following conditions are required to be satisfied:

- a. The Service Provider should not be under order of debarment from participating in a Proposal, and as on the last date of submission of Proposals by any client.
- b. Any contracts of the Service Provider should not have been terminated during the last 36 (thirty-six) months from the last date of submission due to non-fulfilment of contractual obligations as evidenced by imposition of a penalty by any Client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Service Provider.
- c. Service Provider must neither be insolvent, in receivership, bankrupt or being wound up, nor shall have its affairs administered by a Court or Judicial Officer or its business activities suspended and must not be the subject of legal proceeding for any of these reasons.
- d. Service Provider must be a single entity registered as Company under Company Act 1956 or 2013.
- e. Deleted
- f. Group of single business entities (Consortium) is not allowed to participate in this Procurement process as indicated in the Data Sheet.
- g. Deleted
- h. The Service Provider should not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract/agreement within a period of thirty-six (36) months from the last date of submission preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
- i. A Service Provider shall not have a conflict of interest as specified in Uttarakhand Procurement Rules, as amended from time to time.
- j. Deleted
- k. Deleted

1.2 Deleted.

1.3 The Service Provider should have the following registrations:

- a. Registration under the applicable law for establishing their legal business identity,
- b. Active Registration under the Goods and Service Tax (GST) Act,
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under

the Income Tax Act,

- d. Registration under MSE policy of Uttarakhand, for getting benefits under this policy.

2. **Qualification Criteria**

2.1 The Service Provider should establish their competence and capacity based on the following qualification criteria:

A. **Technical Capacity**

The Service Provider should establish their experience (the “**Technical Capacity**”) as set out below:

- i. The bidder should have experience for implementing Digital Marking/Evaluation Solution projects of similar nature to University or Education Boards or Examination Conducting bodies during last 3 years. The bidder should also have experience as per scope of work in at least one Public Service Commission.
- ii. The bidder should own the IPR of the software solution with Non-malicious code certificate. Copy of valid certificate/self-declaration for owing the source-code and IPR for Digital Evaluation Solution along with Non-malicious code compliance must be submitted.
- iii. Bidder should have its own/rental site of Tier-3 Data Centre and Disaster Recovery at 2 different seismic zones within India for storage of sensitive data of examination.
- iv. Bidder must have a valid certification of ISO 9001: 2015 and ISO 27001:2013, CMMI level 3 or higher, which should be valid on last day of bidding.

Note:

1. The Service Provider should furnish the information of past experience in the prescribed format at Annexure C of Section V.

B. **Financial Capacity**

- i. The Bidder should have average annual turnover of Rs.10 crore during last 3 (three) financial years i.e 2022-23, 2023-24 & 2024-25.
 - ii. Should have positive net worth in the last FY.
- 2.2 Proposals of only those Service Provider who satisfy for the minimum Qualification criteria will be considered for further evaluation. If a Service Provider does not fulfil the minimum Qualification criteria, the Service Provider shall be disqualified. On such disqualification the Financial Proposal of such Service Provider will not be opened and will not be considered for further evaluation.
- 2.3 Though the Service Provider fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria etc., if it comes into the notice of client.
- 2.4 The Service Provider shall provide the detail of Technical Manpower on Annexure-F.

SECTION IV: DATA SHEET

(To be reviewed and filled by the Client as per requirement)

Clause Reference of ITB	Details
1.1	<p>The name of the Client is: Uttarakhand Public Service Commission, Haridwar, Uttarakhand</p> <p>The name, objectives and description of the Services are: Hiring of Service Provider for Digital Evaluation of Answer Books. The Commission will assign Answer Book scanning and Digital Evaluation process to the firm as agreed, in lieu of conduct of Answer book Scanning & providing Digital Evaluation Software and technical support during evaluation firm will get process fee per page of Answer sheet at agreed rates.</p> <p>The method of selection is: - Quality and Cost Based Selection (QCBS) with National Competitive Bidding.</p>
1.2	Whether Electronic Reverse Auction (e-RA) is allowed/adopted? No
1.3	Deleted
1.3	The Client envisages the need for continuity for downstream work: No
3.1	<p>The name(s), address(es), and telephone/numbers of the Client's Official(s) are: Secretary, Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404 Contact No: 01334 244143</p>
3.2	---
4.2, 1.1(f) of Section III	Joint Ventures/ Consortiums are allowed? No
4.3	Sub-Contracting is allowed? No
6.2, 10.1 A (xv), 18.2	<p>The Service Provider is required to submit Demand Draft towards cost of RFP Document for an amount of Rs. 4000/- in favour of Secretary, Uttarakhand Public Service Commission, Haridwar, payable at Haridwar and receipt of GST paid Rs. 720/- (GST against cost of tender form) along with the Technical Proposal in the manner set out in Clause 10.1 A. The amount so furnished shall be non-refundable.</p> <p>Also submit hard copy of EMD in original to Secretary, Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404</p>
8.1	<p>The E-Procurement Portal provides for online clarification. Clarifications may be requested [.....] days before the submission date.</p> <p>A prospective Service Provider requiring any clarification of the RFP Documents may notify the Client in writing by email to the mail id ukpschdr@gmail.com</p> <p>The Client will respond in writing to any request for clarification received earlier thandays prior to the last date and time for submission of Proposal.</p>
8.2	<p>Pre- Proposal will be held onat the address provided below: Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404</p>

9	Proposals should be submitted in the following language(s): English All supporting documents other than English/ Hindi language needs transcript/ translation provided they are accompanied by a self-certified accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Contract, this translation shall									
10.1 B	The Estimated Project Cost to be considered shall be Rs. 50,00,000/- (inclusive of taxes).									
10.2	Training is an important feature of this Assignment: Yes									
10.2 (ii)	Deleted									
10.2 (iv)	Deleted									
10.2(v)	Deleted									
10.2 (vii)	Reports which are part of the assignment must be written in the following language: English									
10.3 (b)	Deleted									
10.3 (d)	A price adjustment provision applies to rates: No									
10.3(e)	All tax liabilities are with service provider.									
11	The currency of Financial Proposal is Indian Rupees and payment shall be quoted by the Service Provider is entirely in Indian Rupees.									
12.1, 18.2	The amount of EMD is Rs. 85,000/- (Eighty Five Thousand Only) BID SECURING DECLARATION on Annexure K-Form 2 of this RFP Document. Also submit hard copy of EMD in original to Secretary, Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404									
12.2, 12.3	EMD should be in favour of Secretary, Uttarakhand Public Service Commission, Haridwar and payable at Haridwar, Uttarakhand.									
12.5	EMD payment option (only offline) : (i) Fixed Deposit Receipt, pledged in favour Secretary, UKPSC, Haridwar. (ii) Bank Guarantee. Note: The Client shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. In such case the Service Provider may use other alternative modes of payment.									
12.6	BID SECURING DECLARATION along with supporting documents in the format provided at Annexure K-Form 2 of this RFP Document.									
13.1	Proposal must remain valid for 180 days after the last date of submission									
15.1	The Last and for receipt of Proposals in the E-Procurement Portal.									
18.1	The Technical Proposal Document shall be opened first in the E-Procurement Portal at the and									
22.2	Method of Evaluation will be QCBS: There will be 70% weightage to technical and 30% weightage for financial evaluation. Service Provider whose Proposals are found to be responsive as specified in clause 21 and have fulfilled the qualification criteria specified in Clause 4.1 shall be given marks in accordance with the parameters set out below:									
	<table border="1"> <thead> <tr> <th>Sl.No</th> <th>Criteria</th> <th>Maximum Score</th> </tr> </thead> <tbody> <tr> <td></td> <td>Company Turnover</td> <td>10</td> </tr> <tr> <td></td> <td>10 Crores to 15 Crores</td> <td>3</td> </tr> </tbody> </table>	Sl.No	Criteria	Maximum Score		Company Turnover	10		10 Crores to 15 Crores	3
Sl.No	Criteria	Maximum Score								
	Company Turnover	10								
	10 Crores to 15 Crores	3								

	1	> 15 Crores and =<25 Crores	5
		>25 Crores	10
	2	Certifications	20
		CMMi Level 3 with ISO 27001	5
		CMMi Level 5 with ISO 27001	10
		CMMi Level 5 with ISO 27001 and 1 CERT-In (Standard)	20
	3	Experience	40
	3.1	No. of Answer books evaluated through digital evaluation system in a single order for any University/ Education Board/ Exam Conducting Bodies/ Public Service Commission in India.	
		15000 to 25000	10
		>25000 to =< 50,000	20
		>50000	30
	3.2	No. of Assignments in Computer Evaluation completed in India for any University/ Education Board/ Exam Conducting Bodies/ Public Service Commission in India.	
		3 to 5 assignments	3
		>5 to =<10 assignments	5
		> 10 assignments	10
	4	Manpower	10
		Technical Manpower details on Company letter head.	10
		10 to 25	3
		>25 to <= 50	8
		>50	10
	5. Presentation		20
	Presentation of the proposed solution <ul style="list-style-type: none"> o In alignment with proposed of scope o Solution Workflows and Process flows o Technical Architecture o Deployment & Hosting Infrastructure 		
	<p>Minimum qualifying marks for acceptance of the Technical Bid would be 60 . The Bidder, who scores less than this shall be rejected at this stage and the Commercial Bids of such Bidders shall not be opened.</p> <p>There will be 70% weightage to technical and 30% weightage for financial evaluation.</p>		

24.1	<p>Calculation of Technical and financial scores (For QCBS Only)</p> <p>The proposal with highest Technical marks (T_{max}) will be given a technical score of 100 points. The technical scores of other proposals will be computed as follows: $S_t = 100 \times T/T_{max}$ (In which, S_t is the Technical Score, T_{max} is the highest technical marks and T is technical marks of proposal under consideration.)</p> <p>The lowest Financial Proposal (F_{min}) will be given a financial score of 100 points. The financial scores of other proposals will be computed as follows $S_f = 100 \times F_{min}/F$ (In which, S_f is the Financial Score, F_{min} is the lowest price and F is the price offered in the proposal under consideration.)</p> <p>Proposals will finally be ranked according to their combined technical (S_t) and financial (S_f) scores as follows: The weights given to the Technical (T) and Financial (P) Proposals are: $T =$ [Insert weight], and $P =$ [Insert weight] Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights ($T =$ the weight in % given to the Technical Proposal; $P =$ the weight given in % to the Financial Proposal; such as $T + P = 100$) as following: $S = S_t \times T\% + S_f \times P\%.$ Where S is the combined score.</p>
26.1	For the purpose of the evaluation, the Client will exclude GST payable on rates.
27.1	The address for negotiations is: Uttarakhand Public Service Commission, Haridwar, Uttarakhand-249404
27.7	Deleted
29.1	The Contract Agreement would be kept ready for execution in the office of Client within 10 days following Letter of Acceptance and the Contract Agreement shall be signed by the Successful Service Provider within 07 days thereof.
29.3	Execution of the Contract Agreement by the client shall be within 07 days from the date of receipt of Performance Security Deposit. Further, project will be exam wise, one exam means one project.
29.4	Successful Service Provider will sign the Contract Agreement and deliver it to the Client within 07 days from the date of receipt of the Contract Agreement from the Client.
29.4	The Assignment is expected to commence after Contract Agreement is done. Services are to be provided at UKPSC, Haridwar, Uttarakhand.
30.1	Performance security Deposit shall be furnished by the Successful Service Provider within 10 days after receipt of notification of award from the client.
30.1	Value of Performance Security shall be 10 percent of the estimated value of the RFP.
32.1	Appeal to the prescribed authority: If the aggrieved Service Provider is not satisfied with the decision of the Client, then such Service Provider may appeal to prescribed appellate authority in the manner set out in the Grievance Redressal Portal of Uttarakhand

SECTION V: FORMATS FOR SUBMISSION OF PROPOSALS

1. Technical Proposal – Standard Forms

- A. Technical Proposal Submission Form
- B. Details of the Service Provider
- C. Service Provider’s Experience
- D. Financial capacity of the Service Provider
- E. Description of approach, methodology and work plan for performing the assignment
- F. Deleted
- G. Deleted
- H. Deleted
- I. Deleted
- J. Power of Attorney for Signing of Proposal
- K. Earnest Money Deposit
 - a. Form 1- Bank Guarantee for EMD
 - b. Form 2- Bid Securing Declaration
- L. Deleted
- M. Deleted
- N. Checklist of Documents to be submitted by the Service Provider along with the Technical Proposal

2. Financial Proposal - Standard Form

- O. Form 1- Summary of Costs

Form 2 -Price Breakup

Annexure A – Technical Proposal Submission Form

(To be submitted on the letter head of the Service Provider)

Date: [insert date (as day, month and year) of Proposal Submission] RFP Reference No. _____

To,

Secretary,
Uttarakhand Public Service Commission,
Haridwar, Uttarakhand-249404

Sub: Hiring of Service Provider for Digital Evaluation of Answer Books.

1. “We, the undersigned, hereby submit our Proposal, in two parts under Single Stage E-Procurement system procedure comprising Two Electronic Documents, namely: (a) the Technical Part: Technical Proposal, and (b) the Financial Part: Financial Proposal.”
2. With reference to your RFP document dated _____. I/We, having examined the RFP Documents and have no reservations to the RFP Documents, including Addenda issued in accordance with Instructions to Service Providers (ITC).
3. I/We certify that all information provided in the Proposal submitted by us are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
4. I/We shall make available to the Client any additional information/clarification it may find necessary or require to supplement or authenticate the Proposal.
5. I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We declare that in the last 36 (thirty-six) months from the last date of submission, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by any procuring entity or by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any service or contract by any public authority nor have any contract terminated by any procuring entity for breach on our part.
7. We declare that we will abide by the ‘Code of Integrity of Public Procurement as set out in Uttarakhand Procurement Rules/ as specified in Clause 31 of the ITB. In case of transgression, our names are likely to be deleted from the list of registered Service Providers, besides any other penalty or more severe action as deemed fit that may be imposed by the Client.
8. I/We understand that you may cancel the selection process at any time and that you are not bound to accept any Proposal that you may receive.
9. I/We certify that we satisfy the Eligibility Criteria and Qualification Criteria as specified in Section III and meet(s) the requirements as specified in the RFP Document.
10. I/We certify that, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Service or which relates to a grave offence that outrages the moral sense of the community.

11. In the event of us being declared as the Successful Service Provider, I/we agree to enter into an Agreement in accordance with the draft that has been provided by the Client. We agree not to seek any changes in the aforesaid draft Contract and agree to abide by the same.
12. I/We have studied all the RFP Documents carefully and also surveyed the site where the services are required to be provided. We understand that except to the extent as expressly set forth in the draft Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or relating to the selection process including the award of the Agreement.
13. I/We offer an Earnest Money Deposit of Rs. [_____] (Rupees Only) and Cost of RFP documents Rs. [____] (Rupees ____ Only) (if applicable) for the Services for which we have submitted the Proposal (s) in accordance with the RFP Document.

OR

I/We are hereby exempted from payment of EMD. The Supporting documents to substantiate the exemption along with the Bid Securing Declaration in the required manner is attached.

14. The documents comprising the Proposal, as specified in Clause 10.1 of the RFP Document, have been submitted in the manner set out in the RFP Document.
15. We, the undersigned, offer and agree to provide the aforementioned services in accordance with RFP Document dated [Date] for a Contract Rates as mentioned in our Financial Proposal.
16. The quoted Contract Rates is inclusive of the cost of remuneration of the personnel, support staff, communication, travel, boarding and lodging, food and maintenance activities and like all costs incurred by the Service Provider in carrying out the Services.
17. The quoted Contract Rates shall be inclusive of all prevailing taxes, levies, cess, and applicable taxes, if any, as applicable, for all activities provided under this Proposal excluding GST. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from Service Provider bills as per applicable law, and quoted rates shall be deemed to include this.
18. The Contract Rates has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP Document; draft Agreement, our own estimates of costs and revenues and after a careful assessment of the place where the services are required to be provided and all the conditions that may affect the provision of Services.
19. I / We confirm that our Financial Proposal is unconditional and that we accept all terms and conditions specified in the RFP Document.
20. I/ We, the undersigned, offer to provide the above services in accordance with your RFP Document dated [Date], and our Proposal (Technical Proposal and Financial Proposal).
21. I / We hereby offer and agree to provide the aforementioned Service for a Service Fee/Contract Rates as provided by us in the E-Procurement Portal if we are the Successful Service Provider for the aforementioned Service
22. I shall keep this offer valid for proposal validity period as specified in Clause 13.1 of the ITC and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
23. I/We confirm that if I/We are the successful Service Provider shall within the period as indicted in the Data Sheet furnish the Performance Security Deposit in accordance with the Conditions of Contract Agreement.
24. I/We understand that this Proposal, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding agreement between us, until a formal Agreement is prepared and executed.
25. We have submitted our Proposal as a Joint Venture as permitted in the Data Sheet, and we

declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the Contract Agreement in accordance with the Contract Agreement terms, in the event of award on us⁴⁵.I/We agree to abide by all the terms and conditions of this RFP Document

26. I/We understand that you are not bound to accept the lowest or any Proposal you may receive.

In witness thereof, I/We submit this Proposal under and in accordance with the terms of the RFP document.

Yours Faithfully,

Date:

(Signature of the Authorised Signatory)

Place:

Name and seal of Service Provider

ANNEXURE B - Details of the Service Provider

(To be submitted on the letter head of the Service Provider)

Form 1

1. (a) Name:
 - (b) Country of incorporation:
 - (c) Corporate Identity Number:
 - (d) Address of the office/corporate headquarters and its branch office(s), if any, in India:
 - (e) Address of the office/ corporate headquarters or its branch office(s), in Uttarakhand:
2. Bank Details
 - (a) Name of the Holder
 - (b) Bank Account No.
 - (c) Name of the Bank
 - (d) Branch Name
 - (e) IFSC Code
3. Brief description of the Service Provider including details of its main lines of business and proposed role and responsibilities in these Services:
4. Details of individual(s) who will serve as the point of contact/communication for the Client:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
5. Particulars of the Authorized Signatory of the Service Provider:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
 - (h) Mobile:
6. A statement by the Service Provider disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration during the last 36 (thirty-six) months from the last date of submission is given below (Specify only those where final

awards is pending).

Year	Name of Work/ Assignment	Name of Client with Contact details	Contract No. and Date	Value of Contract in Rs.	Date Completed	Nature of Litigation

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

Note: Service Provider shall fill in this Form in the format provided above. No alterations to its format shall be permitted.

SIGNATURE OF THE SERVICE PROVIDER WITH DATE AND OFFICIAL SEAL

(Name and Designation)

Duly authorized to sign the Proposal on behalf of (Name & address of the Service Provider and Seal)

Annexure B- Form 2- Declaration by Associates of Foreign Principals

Deleted

ANNEXURE C - Service Provider Experience

(To be submitted on the letter head of the Service Provider)

Relevant Services Carried Out that Best Illustrate Qualifications

(Refer Section III of the RFP Document)

Using the format below, provide information on each reference assignment for which your firm/entity, was legally contracted.

SINo	Name of Client Organization	Project Name and Brief Description of Services Provided	Start Date & End Date	Total No. of Answer Scripts Scanned/Evaluated.	Contract Value	Key Features of the System Used	Client Contact Details (Name, Designation, Email, Phone)

General Instructions:

1. The experience cited must comply with the eligibility criteria specified in Section III and Data sheet.
2. Along with the above format and information, the Proposals for demonstrating the qualification criteria as provided in Section III of the ITC is required to submit the supporting documentary proofs as provided at **Annexure N for above details:**
3. The list above is indicative only, Service Providers may attach more documents if required to showcase its past performance.
4. Deleted.
5. List only those assignments for which the Service Provider was legally contracted by the Client as a company.

ANNEXURE D –Financial Capacity of the Service Provider
(Refer Section III of the RFP Document)

S. No.	Financial Year	Turnover (Rs.)	Net worth- last Fin. Year
1	2022-23		
2	2023-24		
3	2024-25		

Certificate from the Statutory Auditor/Chartered Accountant

This is to certify that(name of service provider) has annual turnover and net-worth as shown above against the respective years.

This certificate is being issued to be produced before(Name of the Client), for the Procurement of Contract Services for.....

Name of the audit firm:

Registration No. of the Firm:

Seal of the audit firm

Date:.....

Signature, name and designation of the authorized signatory as well as UDIN number

Note:

1. The Service Provider should provide details of its own Financial Capacity duly certified by its Statutory Auditor/Chartered Accountant.

**ANNEXURE E - DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**
(Refer Section III of the RFP document)

[Detailed report to be provided by the Service Provider]

ANNEXURE F- Technical Manpower Details

(Refer to Section III of the RFP Document)

(To be submitted on the letter head of the Service Provider)

Sl.No	Name	Position	Remarks

ANNEXURE G - Format of Curriculum Vitae of Proposed Key Personnel
(Refer to Clause 10.1 of the ITC)

Deleted

ANNEXURE H – Time Schedule for Key Personnel (Refer to Section III of the RFP Document)

Deleted

ANNEXURE I– Activity (work) schedule
(Refer to Section III of the **RFP** Document)

Deleted

**ANNEXURE J – Power of Attorney for Signing of Proposal
Form 1**

(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our “Proposal for Procurement of Contract Services for Digital Evaluation of Answer Books”, proposed by the Secretary, Uttarakhand Public Service Commission, Haridwar (the “Client”) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Service Provider’s and other conferences and providing information/responses to the Client, representing us in all matters before the Client, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Proposal, and generally dealing with the Client in all matters in connection with or relating to or arising out of our Proposal for the said Service and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Client.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2025.

For _____ (Signature)

(Name, Title and Address) Witnesses:

Accepted [Notarised] (Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the Service Provider should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Service Provider.

ANNEXURE J
Form 2- Power of Attorney for Lead Member of Consortium
(To be submitted on 100 rupees Non-Judicial Stamp Paper)

Deleted

ANNEXURE K: Earnest Money Deposit Form 1- Bank Guarantee for EMD
(Refer Clauses 12.3 of the RFP Document)

B.G. No.

Dated:

1. In consideration of you, *****, having its office at *****, (hereinafter referred to as the “Client”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Proposal of (a registered under the __,) and having its registered office at (hereinafter referred to as the “Service Provider” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for (hereinafter referred to as “the Assignment”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Contract Agreement (hereinafter collectively referred to as “RFP Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Service Provider, do hereby in terms of Clause 1 2.4 and 2.19 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RFP Documents by the said Service Provider and irrevocably, unconditionally and on non-transferable basis undertake to pay forthwith to the Client an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Service Provider if the Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained
2. Any such written demand made by the Client stating that the Service Provider is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Service Provider or any other person and irrespective of whether the claim of the Client is disputed by the Service Provider or not, merely on the first demand from the Client stating that the amount claimed is due to the Client by reason of failure of the Service Provider to fulfil and comply with the terms and conditions contained in the RFP Documents including failure of the said Service Provider to keep its Proposal open during the Proposal validity period as set forth in the said RFP Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ***** (Rupees ***** only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 45 (forty five) days beyond the validity of the Proposal or for such extended period as may be mutually agreed between the Client and the Service Provider, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Client shall be the sole judge to decide as to whether the Service Provider is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents including, *inter alia*, the failure of the Service Provider to keep its Proposal open during the Proposal validity period set forth in the said RFP Documents, and the decision of the Client that the Service Provider is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other Client.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Service

Provider or the Bank or any absorption, merger or amalgamation of the Service Provider or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Client shall be entitled to treat the Bank as the principal debtor. The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFP Documents or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying acceptance of Letter of Award by the Service Provider or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said RFP Documents by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFP Documents or the securities available to the Client, and the Bank shall not be released from its liability under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the said Service Provider or any other forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Service Provider or by any change in the constitution of the Client or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Client to proceed against the said Service Provider before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Client may have obtained from the said Service Provider or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Client in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** (Rupees ***** only). The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [insert date falling (*equal to validity period of EMD*) days after the last date for submission of Proposal].

Signed and Delivered byBank

By the hand of Mr./Ms. , its..... and authorized official.

(Signature of the Authorised
Signatory) (Official Seal)

ANNEXURE K: Form 2- Bid Securing Declaration

(Refer Clauses 12.6 and to be submitted on the letterhead of the Service Provider)

Service Providers's Name _____ [Address and Contact Details]

Service Provider's Reference No.

Date.....

To

Secretary,
Uttarakhand Public Service Commission,
Haridwar, Uttarakhand-249404 Procuring Entity

Ref: RFP Document No.;

RFP Title:

Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this RFP Document, the Proposal must be supported by a **BID SECURING DECLARATION** in lieu of EMD.

We unconditionally accept the conditions of this **BID SECURING DECLARATION**. We understand that we shall stand automatically suspended from being eligible for participating in any Proposal in Procuring Entity for 2 years from the date of opening of this Proposal if we breach our obligation(s) under the Proposal conditions if we:

1. withdraw/ amend/ impair/ derogate, in any respect, from our Proposal, within the Proposal validity period; or
2. being notified within the Proposal validity of the acceptance of our Proposal by the Procuring Entity:
 - a. refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the RFP Document.
 - b. Fail or refuse to sign the contract.

We know that this **BID SECURING DECLARATION** shall expire if the contract is not awarded to us, upon:

1. receipt by us of your notification of cancellation of the entire procurement process or rejection of all Proposals or of the name of the successful Service Provider.
2. Forty-five days after the expiration of the Proposal validity period or any extension to it.

(Signature with date)

(Name and designation)

Duly authorized to sign Proposal for and on behalf of.....

[name & address of Service Provider and seal of company]

Dated on day of..... [insert date of signing]

Place..... [insert place of signing]

DA:

ANNEXURE L: Format for Undertaking Regarding Restrictions on Procurement from a Service Provider of a Country which shares a Land Border with India
(To be submitted on the letterhead of the Service Provider)

Deleted

ANNEXURE M: Joint Venture Agreement

Deleted

ANNEXURE N: Checklist of Documents to be submitted by the Service Provider along with the Technical Proposal

(Refer Section III of the RFP Document)

Sl No	Reference Clause	Heading	Documentary Proofs	Submitted YES/NO	Page no
1.	10.1 A of ITC	First Electronic Document – Part 1- Technical Proposal documents	Annexure A, B, C, D, E,F, J, K and Demand Draft for payment of RFP Document fee along with supporting documents to substantiate the same. Also need to provide GST paid receipt against RFP document fee.		
2.	10.1 B of ITC	Second Electronic Document – Part 2- Financial Proposal documents	Annexure O		Online at appropriate place
3.	Section III	Statement of not been debarred or removed from empanelled/registered list by the Procuring Entity/ Purchaser	Furnish a Notorised stamp paper of value Rs 100/- to this effect.		
4.	Section III	Legal Status of the Service Provider	Furnish a copy of the Registration Certificate along with copy of PAN and the IT returns for the last 36 months preceding the last date for submission of Proposals as a proof of identity.		
5.	Section III	Qualification Criteria	Furnish a copy of the following documents a) Copy of completion certificate from the client/Work Orders for satisfactory performance. b) The bidder having own IPR of the software solution with Non-malicious code certificate. Copy of valid certificate/self-declaration for owing the source-code and IPR for Digital Evaluation Solution along with Non-malicious code compliance must be submitted. c) Bidder having its own/rental		

			<p>site of Tier-3 Data Centre and Disaster Recovery at 2 different seismic zones within India for storage of sensitive data of examination.</p> <p>d) Bidder must have a valid certification of ISO 9001:2015 and ISO 27001:2013, CMMI level 3 or higher which should be valid on last day of bidding.</p>		
6.	Section III	Qualification Criteria Demonstration – Financial Capacity of the Service Provider	<ul style="list-style-type: none"> • Certificate(s) from Statutory Auditors stating turnover during each of the past three financial years. In the event that the Service Provider does not have a statutory auditor, it shall Provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Service Provider. 		
7.	12 of ITC	EMD	<ul style="list-style-type: none"> • Fixed Deposit Receipt/Certificate for exemption/Bid Securing Declaration/ Bank guarantee(scanned copy)/E-Bank Guarantee etc. whichever is applicable. 		
8.	Section III- 1.3	List of Registrations	<ul style="list-style-type: none"> • Certificate of registration as company, under companies Act 1956 or 2013 for establishing their legal identity • Active Registration under the Goods and Service Tax (GST) [& last submitted return as proof of submission of dues] • Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961 Registration for MSE issued by authority under MSE Policy for Uttarakhand/MSE issued by Authority under MSE policy of Uttarakhand. 		

ANNEXURE O: FINANCIAL PROPOSAL FORM 1- SUMMARY OF COSTS

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be updated after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Digital evaluation of answer books as per RFP specifications	1.000	page		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words				INR Zero Only		

ANNEXURE O: FINANCIAL PROPOSAL FORM 2- BREAKDOWN OF COSTS

Sl.No	Item Description	BOQ Total Price in Rs.	Detailed Tasks	Price in Rs.
1	Digital Evaluation of Answer Books as per RFP Specifications		Scanning of Answer Books	Rs.
			Digital Evaluation System Setup and other related activities	Rs.
			Technical and System Support and during Digital Evaluation.	Rs.
			Other charges, if any	Rs.
Total		Rs.		Rs.
GST@.....		Rs.		Rs.
Grand Total including GST		Rs.		Rs.

Note: Price break should be as per total BOQ price.

SECTION VI: TERMS OF REFERENCES

1. **Background:** The Uttarakhand Public Service Commission was Constituted under the provisions of the Article 315 of the Constitution of India by the Governor of Uttarakhand vide Notification No. 247/1Karmik 2001 dated 14 th March, 2001(Annexure1). The Commission came into existence on 15 May, 2001. Major functions of UKPSC are as follows:

Recruitment of the Candidates

- On the basis of Interview only.
- On the basis of screening test & Interview.
- On the basis of Examination only.
- On the basis of Examination & Interview.
- On the basis of Preliminary Examination, Main Examination & Interview

Promotions: Departmental

Departmental Disciplinary Actions.

Service Rules

Advice to the Uttarakhand Government.

2. **Concise statement of objectives:** The Uttarakhand Public Service Commission (UKPSC) has undertaken a major step towards modernization by introducing Digital Evaluation of Answer Books as part of its ongoing automation and reform initiatives. This transformation leverages the latest technology to streamline key functions of the examination process, ensuring greater efficiency, transparency, and accuracy. The initiative aims to enhance ease of work for evaluators, reduce manual errors, and strengthen the overall credibility and fairness of the evaluation system. By embracing digital solutions, UKPSC is positioning itself to effectively meet future challenges and deliver faster, more reliable examination outcomes.

3. **Details of the tasks to be carried out :**

Uttarakhand Public Service Commission, Haridwar invites online tender (Technical and Financial) from eligible bidders to provide services for **Digital Evaluation of Answer Books**. The Commission will assign Answer Book scanning and Digital Evaluation process to the firm as agreed, in lieu of conduct of Answer book Scanning & providing Digital Evaluation Software firm will get process fee per page of Answer sheet at agreed rates.

Scope of Work:

General Scope of Work:

1. Scanning of Answer books and implementation of a robust Application Software for handling the proposed digital evaluation of answer books configurable to the UKPSC requirements with necessary system applications and utility tools.
2. Setting up of required hardware for scanning of answer sheets at UKPSC.

Designing, Development, Customization, Testing, Installation, Implementation, Training And Maintenance Of The Digital Evaluation System For Answer books:

The salient features of the proposed system shall be:

1. **Admin Area:**

- a. The system shall have appropriate admin features / options for UKPSC to manage User IDs, change passwords etc.

- b. System shall maintain audit logs of the activities of all the system users for future reference / legal purpose.
- c. The system shall be scalable to incorporate all present and future requirements and simultaneous operations.

2. Access Rights Management:

- a. System shall provide with login screen to specific users of the system. Only authenticated users shall be provided access to the application.
- b. As an enhance security measure, shall provide role-based access.
- c. User types will be -Administrator to handle the application having all the read write access, User to generate reports from the data that has been imported after scanning.
- d. To add the roles to the internal users for the purpose of system authorization. Shall have functionality to add / modify / delete existing roles.
- e. To add the permission types for the roles in Role Master for system authorization purpose. Shall have functionality to add/modify/delete existing permission types.

3. Reporting

- a. System shall provide with pre-defined reports to the concerned stakeholder to make strategic decisions.
- b. Depending on the role of the person, the facility of reports shall be made available.
- c. System shall generate following minimum printable output / reports in pdf, excel or as per required format:
 - Centre wise Out of Range and Blank Roll No
 - Centre wise Blank and Mismatch Serial Code
 - Centre wise Absent List
 - Difference between Examiner and Moderators Marks Evaluation
 - Duplicate, Mismatch, Out of Range (Roll No and Code)
 - Subject and Center wise Absent List.
 - Centre wise Roll List of Candidates
 - Other reports as per requirement
 - Marks list statement
 - Merit list
 - Others if any
 - The reports generated in the MIS will be used for legal purposes.
 - Importing data from excel /.csv etc
 - Scan Images of answer scripts/books along with required information
 - Having report formats like Score report, Data Report, Response Report,

Absentees Report, Attendance Report, RTI Report, Summary Report, Incident Register, Drive Manager Audit Report, Candidate answer Paper in PDF, Result Validation Report. etc.

Design and Development

Minimum functionalities required:

- a. Importing of Application data (candidate details) from .csv, .xls, .mdb, ODBC, etc.
- b. User Profile creation and control–Providing user specific tasks along with privileges for better control of application along with security.
- c. Capturing of Answer script Numbers. Bar code, etc.
- d. Scanned Data –Facility to import scanned data into the database directly.
- e. Editing Roll Number and Answer script Number before finalization of meta data in the system for the rectification of any wrong entry.
- f. Marks Calculation as per the exam specific rules of UKPSC.
- g. Finalize marks as per rules of UKPSC.
- h. **Log Control**–The log built by the application should provide details like opened by, when, editing done or not, if done editing details.
- i. Backup – Exam wise backup.
- j. Unicode support (English and Hindi)

The system should be appropriately designed to:

- a. Carry-out any addition of the new forms and / or changes to the existing form with ease.
- b. Use of flexible reporting tool for ad-hoc report generation.
- c. Have a module to archive and maintain the history data (moving current data to history).
- d. Capability of result processing.
- e. Seamless integration with central server.
- f. Providing real time audit report of all the processing.
- g. Allowing marking the attendance manually, if required with proper authentications.
- h. Be capable of providing detailed analytics for various activities.
- i. Capability of real time syncing the data with the local machines.
- j. Able to create various reports without manual intervention.
- k. Having the capability of transferring the encrypted data to Data Center / Pen Drive.
- l. Having ability to seamlessly integrate and function across various devices such as desktops, laptops, tablets (futuristic requirement) etc
- m. Having suitable quality and data security control systems tightly integrated including

data protection, intrusion detection and log report generation etc for enhanced security of the crucial data pertaining to evaluation process.

- n. Have role base security mechanism and proper industry standard authentication like Digital Signature, Biometric authentication, etc

Functional Requirement Specifications:

- a. Provision of Multiple Digital Valuation for the same script by different evaluators.
- b. Provision to provide soft copy of the answer books along with marks entry to the candidate under RTI / Court matter or any other purpose as desired by UKPSC.
- c. Option for archival of digitally evaluated answer books after declaration of result and to provide the same data / information stored in a memory device.
- d. Provision for Feed Back from the Stake Holders (Evaluators / Moderators) in the prescribed format.
- e. Provision for analysis of the feedback in the prescribed format
- f. Provision for supply of photocopy / Data as desired by UKPSC.
- g. User account management i.e. addition, modification and deletion of Evaluator and Moderator, Experts. etc
- h. Answer script management i.e. mapping of answer scripts.
- i. Security setting for setting of password
- j. Evaluated check box to ensure that Evaluator has visited each and every page of an answer book.
- k. Evaluator comment box for each question.
- l. Zooming of answer scripts for proper viewing
- m. Skipping of an answer script by an Evaluator if the same is in different medium / subject or not properly scanned.
- n. Provision to save an answer script as draft to evaluate at a later stage on the same day
- o. Provision for moderation of any answer script by the Moderator/Chief Moderator, etc
- p. Provision for viewing of evaluated answer scripts by the Moderator/Chief Moderator etc.
- q. Command center to know the status of overall evaluation at the evaluation center.
- r. Forecasting report of evaluation to enable the UKPSC to know the timeline to complete the entire evaluation process and number of evaluators/Moderators required.
- s. Provision of restriction of evaluation/ moderations time to perform actions only in the time stipulated by the UKPSC
- t. Availability of answer scripts/Books, question paper and marking scheme on the computer nodes of each and every Moderator and Evaluator.
- u. Enabling of security settings for Reviewers authentication

- v. Provision for forgot Password and secret question settings
- w. Annotation of each and every question and page of answer scripts
- x. Provision of timer on computer node of each and every Evaluator to know the time taken in evaluation of answer script.
- y. Provision for subject/medium wise selection of answer script
- z. Provision for re-opening of submitted answer script for evaluation in case of any need for correction on the same day of evaluation
- aa. Provision for Moderation/Chief Moderation based on the rules shared
- bb. Provision of setting of minimum time for evaluation of an answer script to avoid fast and possibly inaccurate evaluated answer script
- cc. Setting of limit/ceiling for maximum no. of scripts/books to be evaluated by an Evaluator
- dd. Mandatory provision for evaluation of (can be changed from time to time) answers script/books by the Moderator.
- ee. Provision for PDF / JPEG/ HTML view of answer scripts/books.
- ff. Provision for viewing Answer scripts/books in Landscape/Portrait orientation
- gg. Provision for revisiting/ editing the marks/ evaluation by evaluator of evaluated answer script/books on same day
- hh. Provision for easy assignment of marks as the evaluator can assign full or 0 marks for an answer by selecting the same from the drop down at the question level. In case of sub-questions, the full or 0 marks are awarded automatically.
- ii. Provision of key board shortcuts to enable evaluator to evaluate the answer scripts/books faster.
- jj. Provision for simultaneous Evaluation of answer scripts by two different evaluators (subject and medium wise).
- kk. Printing of answer script/book(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement.
- ll. Provision for Control on Evaluator / Review logging time in the system to prevent misuse of evaluations Step-by-step marking of a question. Audit logs shall capture the location of evaluation for every answer-book.
- mm. Facilitate standardized and unbiased marking.
- nn. Auto calculates marks obtained by each candidate.
- oo. Ensure the evaluators are verified on each new day using pre-defined methods.
- pp. Having access to a tutorial provided to familiarize themselves with the interface.
- qq. Maintain anonymity, where evaluators only receive the image of the response without any candidate information.
- rr. Allowing evaluators to read through a large number of answer booklets assigned to

them, without putting grades on any of those.

- ss. No permission to download / print any answer booklet or part thereof to evaluators.
- tt. Automatically identify the blank pages from the scanned answer booklets and mark appropriately ensuring that the examiner / Evaluator does not have such overload of handling the blank pages from the scanned answer booklets.
- uu. Able to award marks by a drag-n-drop method as well as by typing the marks in the appropriate box.
- vv. May not allow to exceed the maximum score for any sub-part.
- ww. Allow Standard annotations like right / wrong / underline / encircling / 'seen' etc. as drag-n-drop icons.
- xx. Allow Examiners to leave comments, wherever necessary as comments viewable by self and Moderators (e.g. justification for given grade), comments viewable by students in final PDF (e.g. pointing out a clear mistake in calculation), comments viewable by fellow experts/Moderator (e.g. alerting that a small part of the solution appears on an unrelated page).
- yy. Allow for flexibility in scoring supervision/moderation (e.g. Supervisors /Moderators may be allowed to monitor evaluators assigned to multiple subjects.)
- zz. Able to allow for flexible workflow (e.g. the Supervisor /Administrator should be able to define how much work one or more evaluator receives).

GENERAL SCOPE OF SERVICES

- a. The scanning of answer books will be performed at UKPSC. The firm will have to arrange and setup the necessary hardware required for scanning work.
- b. During evaluation drive, the service provider is expected to setup the electronics infrastructure for uninterrupted operation by installing desktops/ laptops, high-end scanners, barcode printers, and other equipment required for the scanning process.
- c. Color scanners with book scanning capability, which should be able to scan the answer books without cutting the spine of the answer book, should be provided for the scanning.
- d. The service provider must engage desired manpower to run the scanning and /or Evaluation centre during evaluation drives, as and when required, to carry out the job/services with quality and in time bound manner.

Broad Functionalities of Envisaged Digital Evaluation System

- a. The master data like recruitment notification, name of examination, name of test paper etc must be captured and maintained in the database before commencement of scanning the answer books.
- b. Related question paper including text and images and question wise maximum marks, etc. should be uploaded to the database/ document management system and be made available digitally.
- c. Model answers to each question in the paper along with the marking scheme, if

provided by the Commission, should be uploaded and be made available digitally to the evaluators as and when required.

- d. Scanning and Uploading of Answer Books:
 - i. Number of Pages per Answer Book 48 (24 pages, 48 sides)
 - ii. Size of Answer Book A4 (Standard)
 - iii. Number of Subjects Maximum 15 for any particular examination
 - iv. Number of locations where Scanning of the Answer Books are to be done –At Office of the UKPSC only
- e. Information on the consignment of answer books received at scanning centre should be recorded into the system.
- f. The bundles of the Answer Books shall be opened under supervision of observers appointed by UKPSC.
- g. Scanning Resolution – minimum 200 DPI with clearly readable content, much importance / emphasis must be given to the quality of scanning.
- h. Lesser size of the image without compromising on the quality will be appreciated
- i. All the pages of the Answer Books are to be scanned including blank pages left by candidates, if any.
- j. The paper answer books should be scanned at a central scanning centre without cutting the spine. Service Provider should make sure that the scanning of the Answer Books is done properly with no wrong scanning or decrease in quality.
- k. A barcoded number should be assigned to each answer book in place of the identity of candidate/examinee.
- l. A barcode / equivalent identifier should be added to each answer booklet to read Unique ID.
- m. Every page of the Answer Book is to be barcoded, therefore all the pages of a particular Answer Book should be uniquely identified and it should be mapped to that particular candidate.
- n. Information on identity of the examinee should be removed from each answer book.
- o. All the pages of the booklet should be accounted for and identified with the Unique ID number.
- p. Scanned and barcoded answer books with related metadata should be uploaded into a document management system at server.
- q. Scanned digital copy of the raw answer-books shall be uploaded into the Server directly from the Scanning Centre in an encrypted format.
- r. The value pair of the examinee identity and the assigned barcoded number must be maintained in the database securely. This information is at secure custody of the examination authority.
- s. Subsequent activities should be carried out using scanned and barcoded answer book.

- t. Scanning and uploading shall be completed on a daily basis.
- u. Answer books are required to be handed over to the authorized person of the UKPSC once their scanning is completed in the same packet and same order with re-stitching.
- v. The scanned answer books can be downloaded from the central server during evaluation as per requirement.
- w. The Evaluation Centre shall not have any scanned copy of answer-books stored in the local machines. Storage of all answer-books both prior to evaluation and post-evaluation shall only be in the Central Server to ensure security of answer-books.
- x. Digital copies of the scanned answer-books shall not be allowed to be taken outside the Scanning Centre in a hard copy or in a laptop or in any of the physical storage device.
- y. The Service Provider is responsible for maintaining a clear separation between each physical answer booklet post- digitization.
- z. The Service Provider must provide an application utility to ensure that the number of pages in the scanned answer book is equal to the number of pages of an answer book.
- aa. There should have such a mechanism that the scanned answer booklets should not get opened in any other application. The scanned answer booklets should open ONLY in the application/ software developed by the Service Provider.
- bb. Each question of the question paper should be available on the screen when the examiner /Evaluator is checking the respective answer from the answer booklet Marking Phase.
- cc. Scanned Answer Books must be stored on the secured server as maintained by the Service Provider.
- dd. The scanning module should have provision for Scheduling Backup Server to take continuous backup of scanned Answer Books from Main Server and availability of continuous Back-Up and restoration facility for Business Continuity Planning / Disaster Recovery purpose.
- ee. There should be an option for archival of digitally evaluated Answer Books for a minimum period of 45 days after the declaration of the Final Result.
- ff. Once the scanning for all the Answer Books for that particular subject/examination has been completed, the bidder has to take necessary signoff from the In charge.
- gg. The audit trails of all activities are to be maintained and handed over to UKPSC after every examination

Registry of Supervisors and Evaluators

- i. Registry of evaluators and supervisors with their photograph, academic profile, subject proficiency, accessibility to the venue etc should be maintained in the database.
- ii. Each evaluator or supervisor should be assigned with a unique user-ID and password for that day only.

- iii. As decided by the Commission, the system allows to setup physical venue for evaluation. The supervisors and evaluators are invited with necessary information on evaluation calendar, venue etc. The supervisors and evaluators attend to the physical venue to evaluate the answer books.
- iv. The system should enable the Commission to configure the rules of assigning answer books. The rule configuration feature should be implemented using rule engine technique, so that the rule can be changed without changing the software.
- v. The rules of assigning answer books include: -
 - a. The system enables the Commission to configure the number of answer books that can be assigned to each evaluator on daily basis.
 - b. The system only assigns those many books to each evaluator on daily basis. In case any answer book is not evaluated on the day of assignment, then the system takes those answer books back.
 - c. The system should follow randomization technique to eliminate the predictability on finding the supervisor/ evaluator who gets the assignment of evaluating answer sheet of specific candidate and to assign answer papers to each selected supervisor. Subsequently, the system enables the supervisor to assign the scanned, barcoded answer book to the evaluators within her/his team using randomization technique.
 - d. There shall be provision for minimum two evaluator as per requirement which can be changed on case to case basis.
 - e. The evaluator or the supervisors can see list of all the answer books assigned to her/him on the to-do-list. The to-do-list also displays the status of each answer book.
 - f. The number of Concurrent users would be minimum 40. The numbers will go to maximum of 50 users during the Evaluation of the Answer Books post examination. The bidder should make necessary arrangements to effectively cater to these many users.
 - g. Day-wise allocation: There should be an option to control day-wise allocation of the Answer Books for the valuation. There should be an option to set this subject-wise as well. The option to enter the maximum Answer Books count per examiner should be available.
 - h. The system assigns the evaluator random answer book from the pool of available answer books. The evaluator can mark the answers one-by-one. The evaluator can refer onscreen to the question, maximum marks of the question, model answer for the question, step wise marking scheme while going through the answer of a particular question from the answer book.
 - i. The system can guide the evaluator never to award more than the maximum marks for a question.
 - j. Facility to mark any question as "un-attempted" or "optional question" in the marker's console which will be visible to the supervisor.
 - k. There should be an option to make evaluation of a particular script NULL and VOID

and make it available again for valuation.

- l. There should be an option to disable/enable the Examiner/Moderator ID once they take the valuation summary.
- m. Unless an evaluator evaluates all the answers of the answer book, she/he is not allowed to sign off the answer book.
- n. At any point of the marking, if the scanned copy is not clear, the marker can skip the marking process for the corresponding answer sheet and send it back to the supervisor's intervention. The system automatically send alert to the scanning centre to take corrective action.
- o. Individual marks awarded for each question shall appear before the tick mark i.e. marks awarded by the evaluators against each question shall appear individually in the answer-book.
- p. The cover page of each evaluated answer-book shall have a summary of marks awarded question wise with the total. This page shall get generated from the server automatically along with the answer-book and the same shall be submitted as a PDF copy to the UKPSC as and when required.
- q. The Service Provider shall provide the scores of each candidate in a table format that is mutually agreed by the UKPSC and the Service Provider.
- r. In charge can assign critical Answer Books to Moderator again for moderations and Chief Moderation as per norms and regulations of UKPSC.
- s. The marks awarded by the Examiner should not be visible to the Moderator during moderation. The Subject ID and the Name of the subject should be displayed during the moderation of the Answer Book.
- t. The Answer Books corrected by Evaluator, Evaluators marks will be considered as final marks. The final marks shall be provided as digital output to the existing examination server / marks server at UKPSC for result processing in the format required by the examination section.
- u. The final score sheet shall be released within five days from the date of completion of evaluation of the last answer- book by the evaluators.
- v. System should provide dynamic tools to monitor and control the valuation process by Assuring anonymity of candidates while evaluation to achieve maximum credibility.
- w. Final marks calculated for every Answer Book shall be based on the defined norms and regulations of the UKPSC which will be made available to the Service Provider from time to time.
- x. The Service Provider shall be held responsible if there is any discrepancy found in the marks awarded by the Examiner against any Answer Book and corresponding output data provided for processing of reports.
- y. Statistical Analysis, report of exam, Question bit wise evaluations etc. is to be provided by the Service Provider after every Examination Subject-wise etc.

- z. The entire evaluation activity along with data and audit logs shall be kept safe and stored in the Server for a period of minimum one year after completion of evaluation of answer books.
- aa. The data from the server that supported the evaluation can be deleted only after an explicit confirmation from UKPSC in writing.
- bb. Once the Evaluation and Moderation is over or in between as required by UKPSC, Service Provider should make a provision to generate the bills online as per module for the respective Examiners and / Moderators / any other entity/users involved in Answer Book Evaluation process.
- cc. In line with the implementation of the Digital Evaluation System, UKPSC envisages reports over and above the standard reports which will enable their Management to analyze, report and take suitable decisions. Advanced reports are required by UKPSC where additional data can be sourced from different applications and create reports ad-hoc/ on the fly by UKPSC which should be viewable and may be extracted in standard formats. The bidder may suggest, if any additional reporting tool may be required to create these ad-hoc reports apart from standard available reports. The reports should be accessed as per the roles and responsibilities of the respective functionaries. System should allow reporting on the documents and workflows of the project.
- dd. These reports can be provided as Excel spreadsheets, PDF files, etc. They may be triggered directly by users or sent automatically by the system.
- ee. System shall provide a facility to configure dashboard for individuals for e.g. dashboard for Examiners, Moderators, in charge, the section heads of different divisions in the office of the UKPSC.
- ff. System shall provide graphical and tabular tools to view progress of each individual process
- gg. System shall support users drill down from a higher-level view of business processes to lower level details
- hh. The system should generate evaluation centre-wise day end reporting on number of answer books assigned, evaluated, reviewed, skipped, sent for re-scanning and returned.
- ii. The system should generate supervisor-wise, evaluator-wise performance, report of evaluation.
- jj. Tabulation report should be auto compiled by the system and submitted to the Commission.
- kk. The system should offer audit trail of the evaluation process for future reference. The audit trail includes time stamping of each activity starting from answer book assignment till submission of answer book.
- ll. Preparation of reports like Tabulated Register, Marks Ledger, Result Sheet and other examination reports.

- mm. The following reports needs to be generated as per the requirement (but not limited to):-
- Date wise moderators and evaluator attendance report.
 - Subject-medium wise evaluator detailed report.
 - Subject-medium wise moderator detailed report.
 - Skipped answer scripts' detailed report.
 - Overall subject-medium wise evaluation report.
 - Evaluator detailed report /Variance report in case of discrepancy in the marking of evaluator(s) and moderator(s)
- nn. The bidder will depute staff who will be contactable via phone and mail to aid the Users and address their queries and concerns. This assistance will be provided during the Business Hours, or upon prior request beyond the Service Hours, as per the location classification and responsibility matrix, which will be covered in the Operations Manual provided by Bidder and duly approved by UKPSC.
- oo. User Manual providing detailed instructions on how to use the software. In addition, it shall describe how to access, submit inputs to, and interpret outputs from the application.
- pp. Bidder is required to provide training manuals and interactive video tutorials for all the modules and applications of the customized solution as per UKPSC requirements. The manuals should be updated as and when features/functionality in the system changes.
- qq. Security Audit Report for conducting Vulnerability Assessment and Penetration Testing for the proposed hardware and software, in production environment.
- rr. The Service Provider shall ensure that complete documentation of the project is provided with comprehensive user manuals, and adhere to standard methodologies in software development as per ISO standard and/or CMM models.
- ss. The Service Provider shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions and performance as described in this document including sizing of the required hardware. System architecture description provided in this document is for reference only. The Service Provider should ensure all possible and required improvements.
- tt. Since system is dealing with critical information and datasets related to the performance of candidates, it shall be a paramount responsibility of Service Provider to maintain confidentiality of data. Hence, a strong and comprehensive information security policy based on leading standards such as ISO 27001 and guidelines from Department of Science and Technology (DST) would need to be followed by the Service Provider.

- uu. Access to the application should be given only after approval from application owner and the competent authority.

Disaster Recovery:

The regular backup of the data shall be maintained as well as the data bases exported in other database format.

4. Client's Input and Counterpart Personnel

The digital evaluation will be done inhouse at Client Site. The client machine and server for evaluation will be provided by Client. The necessary software required to run/install the digital evaluation system shall be at Service Provider cost. The digital evaluation can be LAN based or Cloud based. In both cases neither server nor any rent charges for cloud shall be provided by Client. Internet connectivity (if required) in all the evaluator's machines will be provided by Client. Further, hardware required for scanning of answer books shall also be provided by the firm.

5. Reporting Requirements and Time Schedule for Deliverables

Reports:

- a. System shall provide with pre-defined reports to the concerned stakeholder to make strategic decisions.
- b. Depending on the role of the person, the facility of reports shall be made available.
- c. System shall generate following minimum printable output / reports in pdf, excel or as per required format:
 - Centre wise Out of Range and Blank Roll No
 - Centre wise Blank and Mismatch Serial Code
 - Centre wise Absent List
 - Difference between Examiner and Moderators Marks Evaluation
 - Duplicate, Mismatch, Out of Range (Roll No and Code)
 - Subject and Center wise Absent List.
 - Centre wise Roll List of Candidates
 - Other reports as per requirement
 - Marks list statement
 - Merit list
 - Others if any
 - The reports generated in the MIS will be used for legal purposes.
 - Importing data from excel /.csv etc
 - Scan Images of answer scripts/books along with required information
 - Having report formats like Score report, Data Report, Response Report, Absentees Report, Attendance Report, RTI Report, Summary Report, Incident Register, Drive Manager Audit Report, Candidate answer Paper in PDF, Result Validation Report. etc.

Other Reports:

The Service Provider shall:

- a) include, in periodic progress reports, status of compliance to cyber security risk management and any foreseeable cyber security risk mitigation;
- b) immediately notify the Client of any actual or potential cybersecurity risks, incidents, or vulnerabilities related to the services, systems, or data covered under this Contract. Such notification shall include details of the nature of the risk, potential impact, and proposed mitigation measures, in accordance with the terms and timelines specified in the agreement. any cyber security risks related to the services as per contract.

Delivery Schedule:

- a. The timelines for executing the services shall be mutually discussed and agreed upon by UKPSC and the selected service provider.
- b. The bidder whose bid is accepted shall arrange to start the services after receipt of work order/contract in a time bound manner as indicated by the department for each examination.
- c. It may be kept in mind that time is the essence of this contract. Bidders may note that award of work will be on a project to project basis- one project being one examination.
- d. There may be overlapping of projects in which case the bidder will have to ensure that there is no shortage of required infrastructure and related accessories or delay in respect of multiple examinations. Separate work order shall be placed for separate exams.

FORM AND CONDITIONS OF CONTRACT AGREEMENT

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SECTION VII: FORM OF CONTRACT AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the "Agreement") is made on the [Number] day of the month of [Month], [year], between, on the one hand, [name of the client] (hereinafter called the "Client") and, on the other hand, [name of the Service Provider] (hereinafter called the "Service Provider").

[If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Service Provider's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Service Provider")]"⁵²

WHEREAS

- a. The Client has invited the Service Provider to provide Contract services as defined in this Contract Agreement (hereinafter called the "Services");
- b. the Service Provider, having represented to the Client that they have the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Agreement for [a _____percentage of Estimated Project Cost (in words) totaling to]⁵³ a sum of Rs. ____ (Rupees _____Only) (hereinafter called as the "Contract Rates");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following conditions and documents in the indicated order of precedence (higher to lower) herein below shall be deemed to form and be read and construed an integral part of this Agreement irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Agreement shall imply reference to all these documents as well:
 - a. Contract Agreement including Conditions of Contract (i) The General Conditions of Contract ("GCC"), the Special Conditions of Contract ("SCC") and the following Appendices thereto at Section X:
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel
 - Appendix D: Services and Facilities to be provided by the Client
 - Appendix E: Breakdown of Contract Rates
 - Appendix F: Performance Security Deposit
 - Appendix G: Notification of Award and Letter of Acceptance
 - Appendix H: Any modification, addendum, Pre-Proposal meeting proceedings
 - Appendix I: Undertaking for Confidentiality
 - b. Letter of Acceptance;
 - c. Record Notes/ Minutes/ confirmations of specific agreements pursuant to post proposal discussions/ clarifications (in case of any ambiguity or conflict amongst the specific agreements the latest dated specific agreement shall prevail);
 - d. Service Provider's completed Proposal Forms submitted with the Technical Proposal

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix on the sheet attached hereto carrying the title of that Appendix.]

2. In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 1 above.
3. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Agreement, in particular:
 - a. The Service Provider shall carry out the Services in accordance with the provisions of the Agreement; and
 - b. the Client shall make payments to the Service Provider in accordance with the provisions of the Agreement.

*Any additional clause may be inserted in the public/administrative/work/project interest during the signing of the contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

<p>By (Signature and Designation of the Authorized Representative of the Client)</p>	<p>FOR AND ON BEHALF OF [NAME OF Service Provider By (Signature and Designation of the Authorized Representative of the Service Provider)</p>
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SECTION VIII: GENERAL CONDITIONS OF CONTRACT AGREEMENT (GCC)

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms wherever used in this Agreement have the following interpretation as specified:

- (a) "**Applicable Law**" means the laws and any other instruments having the force of law in India supplemented by the law and regulations of State of Uttarakhand, as they may be issued and in force from time to time;
- (b) "**Agreement**" means the Agreement signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Agreement;
- (c) "**Contract Rate**" means the fee to be paid for the full and proper performance of the Services, in accordance with Clause 6.2;
- (d) "**Confidential Information**" shall have the meaning set forth in Clause 3.5;
- (e) "**Conflict of Interest**" shall have the meaning set forth in Clause 3.4;
- (f) "**Dispute**" shall have the meaning set forth in Clause 9.2;
- (g) "**Effective Date**" means the date on which this Agreement comes into force and effect pursuant to Clause GCC 2.1
- (h) "**GCC**" means these General Conditions of Contract;
- (i) "**Government**" means, Government of Uttarakhand;
- (j) "**Member**", in case the Service Provider consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SCC to act on their behalf in exercising all the Service Providers' rights and obligations towards the Client under this Agreement.
- (k) "**Party**" means the Client or the Service Provider, as the case may be, and Parties means both of them;
- (l) "**Personnel**" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GCC 4.2 (a);
- (m) "**Performance Security**" (includes the terms 'Performance Bank Guarantee' or "E-Bank Guarantee" or demand draft or fixed deposit receipt or other specified financial instruments in specific contexts, means a monetary guarantee to be furnished by the successful Service Provider in the form prescribed for the due performance of this Agreement;
- (n) "**SCC**" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented

- (o) "Services" means the services to be provided by the Service Provider in pursuant to this Agreement as described in Appendix A;
- (p) "Site" means the place of Service mentioned in the SCC;
- (q) "State" means the State of Uttarakhand,
- (r) "Third Party" means any person or entity other than the Government, the Client and the Service Provider.

1.2 Interpretation of Clauses

In the Contract Agreement, except where the context requires otherwise,

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular and, words unless specifically defined, have their normal meaning under the language of the Contract Agreement;
- (c) provisions including the word "agree," "agreed," or "agreement" require the agreement to be record
in writing;
- (d) the word "tender" is synonymous with "Proposal," "tenderer" with "Service Provider," and "tender documents" with "RFP Documents";
- (e) the word 'approved' means approved in writing, including subsequent written confirmation of previous verbal approval and 'approval' means approval in writing, including as aforesaid
- (f) "written" or "in writing" means handwritten, typewritten, printed or electronically made, and resulting in a permanent record;
- (g) "person" means a natural person, any form of business organization, incorporated or not, or any other legal entity, including but not limited to a company, a corporation, limited liability partnership, partnership, or proprietorship organization;
- (h) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members/ partners of the JV, and where the members/ partners of the JV are jointly and severally liable to Purchaser for the performance of the Contract Agreement;
- (i) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions;
- (j) wherever it is mentioned in the Contract Agreement that the Service Provider shall perform certain work or provide certain facilities or services, it is understood that the Service Provider shall do so at his cost and the Contract Rates shall be deemed to have included the cost of such performances and provisions so mentioned;
- (k) in case the word 'Service Provider is used in connection with or in relation to the Contract Agreement, it shall have the same meaning as "Service Provider"; and
- (l) in case the word 'Employer' is used in connection with or in relation to the it shall have

the same meaning as “ Client” .

1.3 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Client and the Service Provider. The Service Provider shall, subject to this Agreement, have complete charge of Key Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.4 Governing Law

The Agreement shall be governed by and interpreted in accordance with the laws of the Client’s State, unless otherwise specified in the SCC.

1.5 Language

This Agreement has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation or correspondences pertaining to this Agreement. If supporting documents are in a language other than English or Hindi, they must be accompanied by a self-certified accurate translation of the relevant parts into English/ Hindi. The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Service Provider.

1.6 Notices

1.6.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

1.6.2 A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication or as specified in SCC.

1.7 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Uttarakhand or elsewhere, as the Client shall inform.

1.8 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Client or the Service Provider may be taken or executed by the officials specified in the SCC.

1.9 Taxes and Duties

The Service Provider and their Personnel/Staffs shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Rates.

1.10 Authority of Member in Charge

In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Service Provider’s rights and obligations towards the Client under this Agreement, including without limitation the

receiving of instructions and payments from the Client

1.11 Joint Venture, Consortium or Association

If the Service Provider is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Client for the fulfillment of the provisions of the Agreement and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Client.

2. Commencement, Completion, Modification and termination of Agreement

2.1 Effectiveness of Agreement

This Agreement shall come into effect on the date (the “**Effective Date**”) of the Client’s notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.

2.2 Commencement of Services

The Service Provider shall confirm availability of Key personnel and begin carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.

2.3 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.7, this Agreement shall expire at the end of such time period after the Effective Date as is specified in the SCC.

2.4 Modification

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services or of the Contract Rates, shall only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances. Such events may include but not limited to acts of the Client either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic outbreak, quarantine restrictions and freight embargoes, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome in the carrying out its obligations hereunder.
- c) Force Majeure shall be notified by the Client to the Service Provider

d) Force Majeure shall not include insufficiency funds or failure to make any payment required hereunder.

2.5.2 No Breach of Agreement

The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Measures to be taken

a) Measures to be taken in the event of Force Majeure shall be as follows;

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to remove its inability to fulfil its obligations hereunder and minimise the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

b) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 9.

2.5.4 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure without any cost escalation and without imposition of liquidated Damage.

2.5.5 Consultation

Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.6 Show Cause Notice

The Client may write a show cause notice to the Service Provider, if the Service Provider fail to perform any of their obligations under this Agreement, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such show cause notice.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Agreement, by giving a written notice of termination to the Service Provider and a reasonable time as specified in SCC, to be given after the occurrence

of any of the events specified in paragraphs (a) through (g) of this Clause 2.7.1 duly mentioning the date of effect of termination:

- a. the Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a show cause notice pursuant to Clause 2.7 hereinabove;
- b. if the Service Provider (or any of their members) become insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c. the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9.2 hereof;
- d. if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- e. If the Service Provider is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- f. If the Service Provider fails to confirm availability of Key Experts as required in Clause GCC 4.
- g. If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

2.7.2 Furthermore, if the Client determines that the Service Provider has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Service Provider, terminate the Service Provider's employment under the Contract.

2.7.3 By the Service Provider

The Service Provider may terminate this Agreement, by giving a 'written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.3:

- a) if the Client fails to pay any money due to the Service Provider pursuant to this Agreement and not subject to dispute pursuant to Clause 8 hereof within a reasonable time as specified in SCC after receiving written notice from the Service Provider that such payment is overdue;
- b) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within a reasonable time as specified in SCC (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Providers' notice specifying such breach;
- c) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d) the Client fails to comply with any final decision reached as a result of arbitration

pursuant to Clause 9 hereof.

2.7.4 Cessation of Rights and Obligations

Upon termination of this Agreement pursuant to Clause GCC 2.7, or upon expiration of this Agreement pursuant to Clause GCC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- i. such rights and obligations as may have accrued on the date of termination or expiration;
- ii. the obligation of confidentiality set forth in Clause GCC 3.5 hereof;
- iii. the Service Provider's obligation to permit inspection, copying and auditing of such of its accounts and records set forth in Clause 3.9, as relate to the Service Provider's Services provided under this Agreement;
- iv. any right which a Party may have under the law applicable in Uttarakhand.

2.7.5 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses GCC 2.7.1 or GCC 2.7.3 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.11 and GCC 3.12.

2.7.6 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.7.1 or 2.7.3, the Client shall make the following payments to the Service Provider:

- a. pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; and
- b. Deleted.

2.7.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 2.7.1, or in Clause GCC 2.7.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GCC 8 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Service Provider

3.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Agreement or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties. The Service Provider shall employ and provide such qualified

and experienced Key Personnel's as are required to carry out the Services.

3.2 Description of Services

The scope of services to be performed by the Service Provider is specified in the Description of Services (the "Services") at Appendix A of this Agreement. The Service Provider shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

3.3 Applicable Laws

The Service Provider shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that all Personnels of the Service Provider, comply with the Applicable Laws.

3.4 Conflict of Interests

3.4.1 The Service Provider shall not have a Conflict of Interest as per the Uttarakhand Procurement Rules and any breach hereof shall constitute a breach of the Agreement.

3.4.2 Service Provider and Affiliates Not to engage in certain Activities

The Service Provider agree that, during the term of this Agreement and after its termination, the Service Provider and their affiliates, as well as any of its affiliates, shall be debarred from providing goods, works or services (other than the Services and any continuation thereof) for any assignment resulting from or closely related to the Services or as specified in SCC.

3.4.3 The Service Provider shall provide professional, objective, and impartial services and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

3.5 Confidentiality

Except with the prior written consent of the Client, the Service Provider and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider and the Experts make public the recommendations formulated in the course of, or as a result of, the Services. An undertaking by the Service Provider to fulfil the obligations under this clause is provided at **Appendix I**.

3.6 Liability of the Service Provider

- a. The Service Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- b. The Service Provider shall, subject to the limitation specified in Clause 3.6 (c), be liable to the Client for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- c. The Parties hereto agree that in case of negligence or willful misconduct on the part of the Service Provider in carrying out the Services, the Service Provider, with respect to damage caused to the Client's property, shall not be liable to the Client:
 - i) for any indirect or consequential loss or damage; and
 - ii) for any direct loss or damage that exceeds (a) the Contract Rates set forth in Clause 6.2 of this Agreement, or (b) the proceeds the Service Provider may be entitled to receive from any insurance maintained by the Service Provider to cover such a liability in accordance with Clause 3.6 (c), whichever of (a) or (b) is higher.

- d. This limitation of liability specified in Clause 3.6 (c) shall not affect the Service Provider's liability, if any, for damage to Third Parties caused by the Service Provider in carrying out the Services subject, however, to a limit equal to 3 (three) times the total charges against particular exam.

3.7 Insurance to Be Taken out by the Service Provider

Deleted

3.8 Service Providers' Actions Requiring Client's Prior Approval

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. Deleted
- b. any other action that may be specified in the SCC.

3.9 Accounting, Inspection and Auditing: Deleted

3.10 Reporting Obligations

The Service Provider shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.11 Documents Prepared by the Service Provider to Be the Property of the Client

- a. All plans, drawings, specifications, designs, reports and other documents and software (collectively referred to as "**Contract Documents**") submitted by the Service Provider in accordance with Clause 3.10 shall become and remain the property of the Client, and all intellectual property rights in such Contract.
- b. Contract Documents shall vest with the Client. Any Contract Document, of which the ownership or the intellectual property rights do not vest with the Client under law, shall automatically stand assigned to the Client as and when such Contract Document is created and the Service Provider agrees to execute all papers and to perform such other acts as the Client may deem necessary to secure its rights herein assigned by the Service Provider.
- c. The Service Provider shall, not later than upon termination or expiration of this Agreement, deliver all such Contract Documents to the Client, together with a detailed inventory thereof.
- d. The Service Provider shall hold the Client harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'claims') which may arise from or due to any unauthorized use of such Contract Documents, or due to any breach or failure on part of the Service Provider to perform any of its duties or obligations in relation to securing the aforementioned rights of the Client.

3.12 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Service Provider by the Client or purchased by the Service Provider with funds provided by the Client shall be the property of the Client

and shall be marked accordingly and maintained properly. Upon termination or expiration of this Agreement, the Service Provider shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions.

3.13 Providing access to Project Office and Personnel

The Service Provider shall ensure that the Client, and officials of the Client having authority from the Client, are provided unrestricted access to the Project Office and to all Personnel during office hours. The Client's official, who has been authorised by the Client in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Service Provider and verify the records relating to the Services for his satisfaction.

3.14 Accuracy of Documents

The Service Provider shall be responsible for accuracy of the data collected by it directly or procured from other agencies/authorities, the designs, drawings, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.6, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Service Provider or arises out of its failure to conform to good industry practice. The Service Provider shall also be responsible for promptly correcting, at its own cost.

4. Service Providers' Personnel

4.1 Description of Personnel

a) Deleted

b) Deleted

4.2 Approval of Key Personnel

Deleted.

4.3 Removal and/or Replacement of Personnel

a. Deleted.

b. Deleted

c. Deleted.

d. Deleted.

e. Deleted.

f. If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

g. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.4 Working Hours, Overtime, Leave, etc.

- a. Working hours and holidays for Service Provider's Personnel are set forth in Appendix C.
- b. Deleted

5. Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SCC, the Client shall:

- a. issue to officials, agents and representatives of the clients all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- b. Deleted
- c. provide to the Service Provider and Personnel any such other assistance as may be specified in the SCC.

5.2 Access to Project Site

Deleted

5.3 Services and Facilities

The Client shall make available to the Service Provider and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D.

5.4 General Obligations

- 5.3.1 The Client shall grant in a timely manner all such approvals, permissions and authorizations which the Service Provider may require or is obliged to seek from Client under this Agreement, in connection with provision of Services and the performance of its obligations.
- 5.3.2 The Client shall make timely payment to the account of the Service Provider in the manner stated in the SCC.

5.4 Payment

In consideration of the Services performed by the Service Provider under this Agreement, the Client shall make payments to the Service Provider for the deliverables specified in Appendix A and in such manner as is provided in Clause 6 of this Agreement.

6. Payment to the Service Provider:

- 6.1 No advance payment shall be made to the Service Provider on any account.

6.2 Contract Rates

- a) The Contract Rates is fixed and is set forth in the SCC. The Contract Rates breakdown is provided in Appendix E.
- b) Rates once approved in the agreement shall be fixed for the entire duration of the contract, however any change to the Contract Rates specified in this Clause can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 2.5 and have amended in writing the Terms of Reference in Appendix A.

6.3 Mode of Billing and Payment

- a) Payment will be made on the basis of the total number of pages scanned, including any blank pages in the answer books, for each examination, in accordance with the approved

rates.

- b) All payments shall be subject to deductions of applicable TDS and other taxes if applicable.
- c) The final payment under this Clause shall be made only after the final report have been submitted by the Service Provider and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client for that particular exam.
- d) All payments under this Agreement shall be made to the account of the Service Provider specified in the SCC.

6.4 Remuneration and Reimbursable Expenses: Deleted

7. Performance Security Deposit, Liquidated Damages and Penalties

7.1 Performance Security Deposit

7.1.1 The Client shall retain by way of performance security (the “**Performance Security**”), an amount as specified in SCC, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2 herein. The balance remaining out of the Performance Security shall be returned to the Service Provider without any interest no later than 60 days after the expiration of this Agreement pursuant to Clause 2.4 hereof.

7.1.2 The Service Provider may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Appendix F of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Service Provider and such error or variation is the result of negligence or lack of due diligence on the part of the Service Provider, the consequential damages thereof shall be quantified by the Client in a reasonable manner and recovered from the Service Provider by way of deemed liquidated damages, subject to a maximum amount and conditions as stated in the SCC.

7.2.2 Liquidated damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount as stated in the SCC shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Service Provider, suitable extension of time shall be granted.

8. Fairness and good faith

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other’s rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party

believes that this Agreement is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9. Settlement of Disputes

9.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.

9.2 Dispute Settlement

- a. Any dispute between the Parties as to matters arising pursuant to this Agreement that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.
- b. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by Arbitration.
- c. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

9.3 Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

10. Closure of Agreement

10.1 No claim Certificate and Release of Agreement Securities

After mutual reconciliations of outstanding payments and assets on either side, the Service Provider shall submit a 'No-claim certificate' to the Client requesting the release of its contractual securities, if any. The Client shall release the contractual securities without any interest if no outstanding obligation, asset or payments are due from the Service Provider. The Service Provider shall not be entitled to make any claim whatsoever against the Client under or arising out of this Agreement, nor shall the Client entertain or consider any such claim, if made by the Service Provider, after Service Provider have signed a "No Claim" Certificate in favour of the Client. The Service Provider shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

10.2 Closure of Agreement

The Agreement shall stand closed upon:

- 1) Successful performance of all obligation by both parties, including completion of defect liability obligations and final payment.
- 2) Termination and settlements after that, if any, as per clause 2.7.1 and 2.7.5 above.

GCC 2.3	The period for expiry of Agreement shall be 24 months.
GCC 2.7.1	The Client shall give a 30 days written notice to the Service Provider for termination of Services
GCC 2.7.3	The Service Provider shall give a 60 days written notice to the Client for termination of Services.
GCC 3.4	The list of Conflicting activities that are prohibited are: (a) Engaging in any activity that compromises the integrity, confidentiality, or fairness of the examination process. (b) Accessing, sharing, or using confidential information related candidate data, evaluation results, or any other sensitive examination material for purposes outside this Agreement. (c) Influencing, manipulating, or attempting to influence examination outcomes, evaluation results, or candidate selection in any manner. (d) Engaging in any other activity that could create a real or perceived conflict of interest with the Client’s objectives or compromise the credibility of the examination process.
GCC 3.11	The Service Provider shall not use these documents for purposes unrelated to this Agreement without the prior written approval of the Client.
GCC 6.2	The amount of Contract Rates is Rs (in words)..
GCC 6.3	Payments shall be made according to the following schedule: After completion of Digital Evaluation of the Answer Books
GCC 7.1	The Performance Security amount shall be Rs. 5,00,000/- (Rupees <u>Five Lac Only</u> only).
GCC 7.2	Liquidated damages shall be as follows: (a) If the Contractor fails to set up the necessary infrastructure, hardware, or software within the stipulated period, liquidated damages shall be levied at the rate of 1% of the bill amount pertaining to the concerned examination for each week of delay , or part thereof, subject to a maximum of 10% of the bill amount for that examination. (b) In the event of any mismatch or incorrect scanning of answer books — including instances where a wrong roll number is mentioned against a scanned answer book — the Contractor shall be liable to pay liquidated damages of Rs. 50,000/- (Rupees Fifty Thousand only) per such error or discrepancy. (c) If, at any stage, it is found that partial scanning of answer books has been done, or portions of one answer book have been merged with another during the scanning process, or roll numbers have been incorrectly swapped, each such occurrence shall be treated as an error or discrepancy. The Service Provider shall be liable to pay liquidated damages of Rs. 50,000/- (Rupees Fifty Thousand only) per such error or discrepancy. (d) If any answer book is found to be unscanned, the Contractor shall be liable to pay liquidated damages up to a maximum of Rs. 1,00,000/- (Rupees One Lakh only) per unscanned answer book. (e) In case any portion or question in an answer book remains unevaluated, or any totalling error is detected, the same shall be considered an error attributable to the Service Provider. The Service Provider shall be liable to pay liquidated damages of Rs. 1,00,000/- (Rupees One Lakh only) per such error. The examiner shall not be held responsible in such cases. (f) Any information leakage, major lapse during scanning, security breach, or any other critical incident as may be defined or updated by Client shall

	<p>attract liquidated damages as determined by the Client, depending upon the severity and impact of the lapse.</p> <p>(g) The total amount of liquidated damages under this Contract shall not exceed 100% of the contract value related to the particular examination for which the default has occurred.</p>
GCC .9.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 9.2(c) shall be as follows:</p> <p>1. Contracts with Service Provider in India</p> <p>a. In case of Dispute or difference arising between the Client and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Firstly, the parties may invoke conciliation, but in case of disagreement on conciliation they may go for arbitration. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Client and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996.</p> <p>b. If one of the parties fails to appoint its arbitrator in pursuance of sub clause(a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation.</p> <p>c. The venue of Arbitration shall be Haridwar and the language of the arbitration proceedings and that of all councils and communications between the parties shall be Hindi or English. The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be regulated by the G.O. of Uttarakhand. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p>

SECTION X: APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, specific tasks to be approved by Client, etc. This schedule is required to be in line with the Terms of Reference]

Appendix B: Reporting Requirements

To be provided as per Scope of Work mentioned in the Terms of Reference

Appendix C: List of Key Personnel/Staff

Appendix D: Services and Facilities to be provided by the Client

None

Appendix E: Breakdown of Rates

Breakdown of rates as mentioned in the BOQ.

APPENDIX F: Form of Bank Guarantee for Performance Security Deposit

(Reference SCC Clause 7 of Agreement)

(PROFORMA OF BANK GUARANTEE)

To,
Secretary,
Uttarakhand Public Service Commission,
Haridwar, Uttarakhand-249404

WHEREAS _____ [name and address of Service Provider] (hereafter called the “Service Provider”) has undertaken, in pursuance of Letter of Acceptance (LOA) No. _____ Dated ___ for ___ [name of the Services] (hereinafter called the “Services”).

AND WHEREAS the Agreement requires the Service Provider to furnish an {Performance Security/ Additional Performance Security} for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Agreement Period} in a sum of Rs..... (Rupees crore) (the “Guarantee Amount”).

AND WHEREAS we, through our branch at (the “Bank”) have agreed to furnish this Bank Guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally, irrevocably and on non-transferable basis guarantees the due and faithful performance of the Service Provider’s obligations during the {Agreement Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Client, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Service Provider, such sum or sums up to an aggregate sum of the Guarantee Amount as the Client shall claim, without the Client being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Client, under the hand of an officer not below the rank of [], that the Service Provider has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Client shall be the sole judge as to whether the Service Provider is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Service Provider is in default shall be final and binding on the Bank, notwithstanding any differences between the Client and the Service Provider, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Service Provider for any reason whatsoever.
3. In order to give effect to this Guarantee, the Client shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Service Provider and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Client to proceed against the Service Provider before presenting to the Bank its demand under this Guarantee.
5. The Client shall have the liberty, without affecting in any manner the liability of the Bank under this

Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/ or performance of all or any of the obligations of the Service Provider contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Client against the Service Provider, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Client, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Client of the liberty with reference to the matters aforesaid or by reason of time being given to the Service Provider or any other forbearance, indulgence, act or omission on the part of the Client or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Client in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the Service Provider under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Client on the Bank under this Guarantee all rights of the Client under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Guarantee shall cease to be in force and effect on *****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Client in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Client that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Client pursuant to the provisions of the Agreement.

12. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

Signed and sealed this day of..... , 20 at

SIGNED, SEALED AND DELIVERED

For and on behalf of
the Bank by:
(Signature)
(Name) (Designation) (Code Number) (Address)

APPENDIX G: Notification of Award and Letter of Acceptance

To: _____

Sub: Letter of acceptance for contract no: [insert contract number] and contract
title: [insert contract title] Dear Sir/ Madam

This is to notify you that your Proposal dated ____ for execution of the _____ for the
Contract Rates in the aggregate of _____, as corrected
and modified in accordance with the Instructions to Service Providers is hereby accepted.

You are requested to (i) furnish the Performance Security of [insert amount of Rupees in words]
by [insert date] and (ii) execute necessary agreement within [_] days from the date of issue of
this letter in the enclosed agreement form. This notification concludes the legally binding contract
between you and [*insert name of Client*], till issue of a formal contract.

Yours truly,

Authorized Signature: ____

Name and Title of

Signatory: ____ - _____ Name of Client:

Attachment: Contract Agreement.

APPENDIX H: Any Modification, Addendum, Pre- Proposal Meeting Proceeding

RFP No.				
Date and time of Pre-bid meeting				
S.No.	Section, Clause No, Page No.	Description as per RFP document	Query raised	Remarks / Clarification/ Modification made

APPENDIX I: Undertaking for Confidentiality

The Service Provider thereby undertakes and agrees to keep the documents/ information received by it from the Client for performing the services secret and strictly confidential and shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Service Provider make public the recommendations formulated in the course of, or as a result of, the Services except in the following cases where the confidential information:-

- i. is already known to the Service Provider as of the date of the disclosure thereof;
- ii. becomes publicly available
- iii. is required to be disclosed under applicable laws and regulations or by Governmental order, legal process; and
- iv. is acquired from a third party that represents that it has the right to disseminate such information.

This obligation of confidentiality will extend up to a period of 05 years after expiry or termination of this Agreement.