

**Centre for Professional Excellence in Cooperatives (C-PEC)
Bankers Institute of Rural Development (BIRD)
An Institution promoted by NABARD
Sector-H, LDA Colony Kanpur Road, Lucknow-226 012**



Open Tender for conduct of Online Examination (CBT) across India and processing thereof on behalf of C-PEC, BIRD, Lucknow

Calendar of Events	
Issue Of Notice Inviting Tender (NIT)	01 November 2021
Date of Pre-Bid Meeting	02:30 P.M. on 09 November 2021
Last Date For Submission of Tenders	03:30 P.M. on 22 November 2021
Date of Opening of Tenders	04:00 P.M. on 22 November 2021



संदर्भ सं BIRD / LKO / C-PEC / ¹⁵⁸¹/₃₇₉₉₄ / ऑनलाइन परीक्षा / 2021-22

दि. 01.11.2021

**The Chief Executive Officer,
Online Examination Service Providers**

Dear Sir,

Open Tender for conduct of Online Examination (Computer Based Test) across India and processing thereof on behalf of Centre for Professional Excellence in Cooperatives (C-PEC), Bankers Institute of Rural Development (BIRD), Lucknow

C-PEC, BIRD, Lucknow invites tenders from agencies for conducting online examination (CBT) across India.

2. Application forms can be downloaded from the website <https://www.birdlucknow.org/> or <https://bird-cpec.nabard.org/> and shall be submitted with all the required information latest by 15:30 hrs on 22 November 2021.
3. The Pre-Bid meeting will be held at 15:00 hrs on 9 November 2021 (Tuesday) in the conference hall of the Bankers Institute of Rural Development, Lucknow. The clarifications being sought in the pre-bid meeting should be submitted in writing at least two working days prior to the date of pre-bid meeting. All the clarifications of the pre-bid meeting will be part of tender and any corrigenda/addendum/pre-bid clarifications etc. will be uploaded only on C-PEC website.

महोदय,

संपूर्ण भारत में ऑनलाइन परीक्षा (कंप्यूटर आधारित टेस्ट) के संचालन के लिए, सहकारिता में व्यावसायिक उत्कृष्टता केंद्र (C-PEC), बैंकर ग्रामीण विकास संस्थान (BIRD), लखनऊ द्वारा खुली निविदा का आमंत्रण

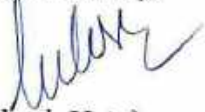
C-PEC, बैंकर ग्रामीण विकास संस्थान (BIRD), लखनऊ पूरे भारत में ऑनलाइन परीक्षा (कंप्यूटर आधारित टेस्ट) आयोजित करने के लिए एजेंसियों से निविदाएं आमंत्रित करता है।

2. आवेदन पत्र वेबसाइट <https://www.birdlucknow.org/> or <https://bird-cpec.nabard.org/> से डाउनलोड किए जा सकते हैं और 22 नवंबर 2021 को 15:30 बजे तक सभी आवश्यक जानकारी के साथ प्रस्तुत करना होगा।
3. बैंकर ग्रामीण विकास संस्थान, लखनऊ के कॉन्फ्रेंस हॉल में प्री-बिड बैठक दि. 9 नवंबर 2021 को 15:00 बजे आयोजित की जाएगी। प्री-बिड मीटिंग में मांगे जा रहे स्पष्टीकरण को प्री-बिड मीटिंग की तारीख से कम से कम दो कार्य दिवसों पूर्व लिखित रूप में प्रस्तुत किया जाना चाहिए। प्री-बिड मीटिंग के सभी स्पष्टीकरण निविदा का हिस्सा होंगे और किसी भी शुद्धिपत्र/परिशिष्ट/ प्री-बिड स्पष्टीकरण आदि को केवल वेबसाइट पर अपलोड किया जाएगा।

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| <p>4. The bidders are advised to attend the pre-bid meeting for completely understanding the Scope of Work.</p> <p>5. The tenders have to be submitted in two separate sealed covers and every page should be signed and stamped. The sealed covers should be clearly superscribed "Tender for conducting Online Examination on behalf of C-PEC". Part I (Technical Bid) & Part II (Price /Commercial Bid)' addressed to 'The Director, Bankers Institute of Rural Development, Sector- H, LDA Colony, Kanpur Road, Lucknow-226012' shall be submitted in two parts, not later than 03:30 pm on 22 November 2021.</p> <p>6. Both the envelopes (Technical Bid and Commercial Bid) shall be submitted by the bidder in a single sealed cover.</p> <p>7. Demand Draft/e-payment receipt towards the Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow may be submitted with Part I of tender or directly credited to BIRD's Saving Account Number-5411848265 with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code-KKBK0005199).</p> <p>8. The EMD of unsuccessful bidders will be refunded after finalization of tender. It shall not carry interest. Whereas the EMD of the successful bidder will be retained and adjusted towards security deposit. EMD so retained shall not bear any interest.</p> | <p>4. निविदा दाता को प्री-बिड मीटिंग में भाग लेने और कार्यक्षेत्र को पूरी तरह से समझने की सलाह दी जाती है।</p> <p>5. निविदाओं को दो अलग-अलग मुहरबंद लिफाफों में जमा करना होगा और हर पृष्ठ पर हस्ताक्षर और मुहर लगी होनी चाहिए। सीलबंद लिफाफे पर स्पष्ट रूप से " C-PEC - ऑनलाइन परीक्षा (कंप्यूटर आधारित टेस्ट) के संचालन हेतु निविदा " लिखा होना चाहिए। भाग I (तकनीकी बिड) तथा भाग II (मूल्य / वाणिज्यिक बिड) को निदेशक, बैंकर ग्रामीण विकास संस्थान, सेक्टर- H, LDA कॉलोनी, कानपुर रोड, लखनऊ -226 012 को संबोधित कर 22 नवंबर 2021 को दोपहर 03:30 बजे तक जमा किया जाएगा।</p> <p>6. दोनों लिफाफे (तकनीकी बिड और वाणिज्यिक बिड) एक सीलबंद लिफाफे में निविदा दाता द्वारा जमा किए जाएंगे।</p> <p>7. अर्नेस्ट मनी डिपॉजिट (EMD) हेतु डिमांड ड्राफ्ट / ई-भुगतान रसीद रु 1,00,000 / - (रुपए एक लाख मात्र) , बैंकर ग्रामीण विकास संस्थान के पक्ष में , लखनऊ में देय हो व तकनीकी बिड के साथ जमा की जाए या सीधे कोटक महिंद्रा बैंक, आशियाना शाखा, लखनऊ- 226010 (IFSC कोड -KKBK0005199) BIRD के सेविंग अकाउंट नंबर -5411848265 पर जमा किया गया हो।</p> <p>8. निविदा को अंतिम रूप देने के बाद असफल निविदा दाता की ईएमडी वापस कर दी जाएगी। इस पर कोई व्याज नहीं दिया जाएगा। जबकि सफल निविदा दाता की ईएमडी को सिक्योरिटी डिपॉजिट के लिए बरकरार रखा जाएगा तथा ईएमडी/ सिक्योरिटी डिपॉजिट पर कोई व्याज नहीं दिया जाएगा।</p> |
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9. The Technical bid will be opened on 22 November 2021 at 16:00 hrs.
10. The Volume-II (Commercial/ Price Bid) of only the qualified bidders will be opened at some suitable date, and which will be communicated later only to the qualified bidders.
11. C-PEC, BIRD reserves the right to accept or reject any/all tender/s in part or whole of any firm/firms without assigning any reasons for doing so.
12. Any corrigendum/addendum to this tender will be published on our website only.
13. For any clarification you may contact us on 0522-2421799 or e-mail at cpecforccs@gmail.com
9. तकनीकी बिड को 22 नवंबर 2021 को 16:00 बजे खोला जाएगा
10. केवल योग्य निविदा दाता का वॉल्यूम- II (वाणिज्यिक / मूल्य बिड) उपयुक्त तिथि पर खोला जाएगा और इस संबंध में केवल योग्य निविदा दाता को सूचित किया जाएगा।
11. C-PEC, BIRD कोई कारण बताए बिना किसी भी फर्म / फर्म की किसी भी / सभी निविदा को स्वीकार करने या अस्वीकार करने का अधिकार सुरक्षित रखता है।
12. कोई भी शुद्धिपत्र या परिशिष्ट केवल हमारी वेबसाइट पर ही प्रकाशित किया जाएगा।
13. किसी भी स्पष्टीकरण के लिए आप हमें 2421799-0522 पर संपर्क कर सकते हैं या cpecforccs@gmail.com पर ई-मेल कर सकते हैं

Yours faithfully,



(Mukesh Vats)
Joint Director/O-I-C
BIRD, Lucknow

Encl.: Tender Document

भवदीय,



(मुकेश वत्स)
संयुक्त निदेशक/प्रभारी अधिकारी
बर्ड, लखनऊ

संलग्नक: निविदा दस्तावेज

**Open Tender for conduct of Online Examination
(CBT) across India and processing thereof on
behalf of C-PEC, BIRD, Lucknow**



Open Tender for conduct of Online Examination (CBT) across India and processing thereof on behalf of C-PEC, BIRD, Lucknow

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PART I- Technical Bid

1. Request for Proposal

Sealed tenders are invited from the Online Exam Service Providers (“Bidders”) with sound technical and financial capabilities for conduct of Online Examination (Computer Based Test) across India and processing thereof on behalf of Centre for Professional Excellence in Cooperative (C-PEC) situated in Bankers Institute of Rural Development (BIRD), Lucknow as detailed out in the Scope of Work of this Document.

2. Background Information

2.1 About C-PEC, BIRD, Lucknow

Centre for Professional Excellence in Cooperative (C-PEC) has been set up in Bankers Institute of Rural Development (BIRD) an autonomous society promoted by NABARD, with the objectives to develop a cadre of professional manpower in credit cooperatives. C-PEC is involved in certification of professional competencies of staff/ officials/ trainers of Cooperative Credit Structure (CCS) by way of “**Examination and Certification**”. For more details please visit to our website <https://bird-cpec.nabard.org/>.

2.2. Project Background

C-PEC, BIRD, Lucknow intends to implement an online examination system that will manage the process for its 04 certification courses as per the schedule mentioned below:

Sr. No.	Name of course	Tentative date of examination for FY 2021-22*	No. of sessions	Assumed No. of candidates
1	Certified Trainer for Financial Cooperatives (CTFC)	20 th and 21 st January 2022	02 Sessions on 20 th & 01 session on 21 st	26
2	Certified Professional in Cooperative Banking (CPCB) Level-I	3 rd Week of February 2022	02 Sessions on each day	2000-2200
3	Certified Professional in Cooperative Banking (CPCB) Level-II	1 st Week of February 2022	02 Sessions on each day	400-475
4	Certified PACS Secretary (CPS)	2 nd Week of February 2022	02 Sessions	800-1200

*Dates may vary due to administrative reasons every year, but same shall be informed to agency at least 1 (one) month in advance



1. Examination for CTFC may be conducted at BIRD, Lucknow or at any other location as indicated by C-PEC, BIRD. However, if conducted at BIRD, Lucknow, the firm/ agency has to pay to BIRD standard charges for using its computer lab.
2. Examination for all the other courses will be conducted in majority of state capitals/UTs or major cities/ districts of states (*in 2020-21, the exams were conducted in 21 states*)
3. The system shall mainly comprise of the following activities:
 1. Arrangements of Centres for Computer based examination inclusive of proctors
 2. Dispatch of Admit cards to the candidates by e-mail
 3. Final conduct of Computer Based Examination and evaluation
 4. Arrangements for translation of question paper in eight languages viz. Hindi, Gujarati, Telugu, Marathi, Odia, Kannada, Bengali and Malayalam for 2021-22 and additional languages, if any, in 2022-23
 5. Preparation/compilation of Result
 6. Dispatch of result (e- Mark sheets) to the candidates

2.3. Key Information

Key Information related to examinations:

1. The examination will be conducted in two (02) shifts/sessions i.e. first session from 10:30 A.M. to 12:30 P.M. and second session from 2:30 P.M.-4:30 P.M.
2. Duration of each examination will be 2 hours
3. Examination for Certified PACS Secretary (CPS) Course will be conducted in nine languages viz. English, Hindi, Gujarati, Telugu, Marathi, Odia, Kannada, Bengali and Malayalam for 2021-22 and additional languages if any in 2022-23
4. Examination for CPCB level-I will be conducted in two languages viz. English and Hindi in 2021-22 and 2022-23
5. Examination for CPCB level-II will be conducted in English in 2021-22 and may be conducted in English and Hindi in 2022-23
6. Examination for CTFC will be conducted in English only
7. No. of candidates in each state may vary from 1 to 500 candidates or more
8. All papers will have Multiple Choice Questions (MCQs) with 04 options each with No Negative Marking

3. Scope of Work

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

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



Note – Following shall be made available by C-PEC, BIRD, Lucknow:

- Soft copy of Candidates Application Master Data base having Roll No., Eligible Shifts of examination, Photographs, Signature and address/e-mail ID.
- Question & Answers for the conduct of online examinations.

Note- Following shall be made available by the Bidder

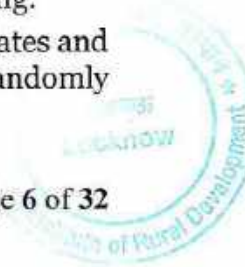
- Admit cards to the candidates
- Soft Copy of Centre Master List having Centre No. and Centre Details
- Complete response related data of all the candidates (Candidate-wise Answer Sheet)
- Attendance Sheet of all centers
- Raw Scores and processed result in EXCEL Sheet or any other format as specified
- Merit list
- Result Card-cum-Mark sheet to all candidates

3.1. Pre Examination Phase

- The Bidder is expected to draw the examination plan and design the online examination processes as follows:
 - Complete Security management processes
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - Candidate handling process
 - Mapping of candidates details with Examination Centre
 - Validation and verification of identity
 - Machine/seat allocation and handling of security parameters
 - Bulk/individualized emails
 - C-PEC, BIRD's landline number for responding to queries
- The Bidder shall prepare and provide C-PEC, BIRD with Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.
- The Bidder shall provide specifications for Hardware and Software required at all stages of the examination to the hired examination center for suitable provision of computer labs and computers.
- The Bidder shall provide C-PEC, BIRD with consulting, training and manpower support to handle the entire Examination. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rental basis, whose cost would be covered under the commercial bid.



- The bidder shall provide a secured question paper authoring platform for secured question paper creation.
- The Question Paper authoring software should support creation question paper in multiple choice questions (MCQ) format with multi-lingual support. (English, Hindi, Gujarati, Telugu, Marathi, Odia, Kannada, Bengali and Malayalam)
- The Bidder shall securely transmit, download, install and implement Question Papers from C-PEC, BIRD, Lucknow to the examination Centres.
- The Bidder shall identify required Examination Centres across India in the states capital/ major cities & districts ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are going to be used, the Centre shall have 110 systems available per shift.
- The Bidder shall ensure that all Exam Centres have the prescribed Hardware, Software, Internet and LAN connectivity for conducting uninterrupted Online Examination.
- The Bidder shall ensure that UPS facilities and Generator facility are available at each Exam Centre for un-interrupted power supply.
- The Bidder shall carry periodic audit at Exam Canters for
 - Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - Working condition of UPS and Generator.
- The Bidder shall ensure suitable drinking water and separate toilet facilities for both Ladies and Gents at each examination Centre.
- The Bidder shall provide a facility to the candidates for static mock link for mock test within a fortnight of issuing of work order. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software.
- The Bidder shall provide help to the candidates through telephone/email ensuring service quality on a 9 A.M. to 5 P.M. basis.
- The Bidder shall host and manage the examination process through intranet based solution at Examination Centres.
- The Bidder shall ensure checking of original documents, identity card and admit card of the candidates at the examination gate.
- The Bidder shall ensure availability of proper security/ frisking at the examination Centres. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates. Calculator, Note Books/Study Material, Mobile Phone, any other electronic gadgets etc. as specified by C-PEC, BIRD on a later date, shall not be allowed to any candidates entering the examination hall post frisking.
- The selected bidder shall ensure proper registration process of the candidates and allow candidates to appear for exam at Examination Centre through randomly allotted seat/machine.



- Individual password shall be given to each candidate by the Bidder at the examination Centre after the registration process (biometric or as specified by C-PEC).
- The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheets and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card. **Original signed attendance sheet needs to be sent to C-PEC by the bidder.**
- The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Examination Centres.
- All pre-examination phase processes shall be carried out by the Bidder in consultation with C-PEC, BIRD.

3.2 Examination Phase

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

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

- ✓ Exam Centre Administrator/ – 1
- ✓ Invigilator(s) – 1 for every 30 students
- ✓ IT Manager / Technical Support personnel – (Adequate number should be deployed commensurate with the number of candidates to guide the examinee and to address any technical problem)
- ✓ Security Guards - (Adequate number should be deployed commensurate with the number of candidates)

The above staff should be increased or decreased proportionately on the basis of size of the Centre in terms of nodes for exam, only after intimation to C-PEC.

- The Examination shall be computer based with the questions being provided on screen on a random basis with multiple choice answers, without any manual intervention.
- Sufficient time of 10 minutes shall be allotted before the examination for providing orientation to the candidates on the structure of the examination, time limits and guidelines for answering the question papers.
- Computer based exam software should support standard features such as automatic calculation of test score, time left, flag questions for review, navigation to unanswered questions and prompt for submission.
- On screen scientific calculator facility should be available subject to C-PEC, BIRD's direction.



- Required number of servers for a Centre must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup need to be provided by the Bidder.
- The Bidder shall arrange/provide adequate displays and required instructions/information to the candidates appearing for test at Examination Centres.
- Bidder should provide reports to C-PEC, BIRD, Lucknow to view the test progress in real time.
- The Bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- The Bidder shall obtain candidate's feedback through online Feedback Form, after the examination is over.
- The Bidder shall provide blank paper sheet/s to the candidates as per requirement.
- The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- The Bidder shall monitor and supervise Examination Centre activities on monitoring console to be installed by the Bidder in C-PEC, BIRD office at Lucknow. The data should be real time data generated from each Examination Centre during the examination.
- At the end of the exam, transfer/export of candidate response and audit trails shall be done by the Bidder on secured channel from local server to Central server of the Bidder within 4 Hours from each exam Centre. Other data such as attendance sheet, seating plan etc. (if any) should be sent to C-PEC, BIRD, Lucknow within 7 days of conclusion of each exam shift.

3.3 Post Examination Phase

- The Bidder shall calculate marks obtained by each candidate as per requirement of the C-PEC, BIRD.
- The candidate's responses should be uploaded automatically from the local server to Bidder's data Centre in a secured manner.
- The Bidder should be able to hand over the raw responses/data to C-PEC, BIRD, Lucknow immediately (same day) after the candidate's response upload from local exam server. The software should have capability to take the answer key post examination.
- The Bidder shall ensure Generation of Merit list based on the rules/validation shared by C-PEC, BIRD.
- The Bidder shall provide documented inputs and support for handling
 - Candidates queries
 - RTI queries
 - Court Cases



Note:

1. The Bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to C-PEC, BIRD before implementation of the software. The Bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- **Test Data Archiving:** The Bidder shall archive the examination data for future references after specified time, as per requirement of C-PEC, BIRD.
 - **MIS generation/ customized reports:** The Bidder shall provide adequate exam related information to C-PEC, BIRD as per the requirement of C-PEC, BIRD.

4. Selection Method & Criteria

The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, C-PEC, BIRD shall determine whether each bid is

- a) Complete in all respects
- b) Is accompanied by the required information and documents towards fulfilment of Eligibility Criteria.

Eligibility Criteria:

1. The Bidder should have a registered entity (Sole Proprietor, Partnership, Pvt. Ltd. company/firm or any other registered body) and the same should be registered with appropriate tax authorities such as Income Tax and GST. The bidder should submit valid certificates of registration with these authorities.
2. The bidder must have successfully executed 5 similar projects (conduct of CBT) on all India basis with the capability of 4,000 or more candidates appearing in a single shift. The documentary evidence in the form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation)
3. The Bidder shall be able to demonstrate the system/software to be used for conducting the online mock test in atleast two languages.
4. The Question Paper authoring software should support creation question paper with multiple choice questions with multi-lingual support as per the Key Information stated in point 2.3 above.

The evaluation shall be based on the technical and financial parameters.



5. Essential Technical Pre-requisite

- 1) The bidder should be a company/ firm registered in India. The registered bidder should be operating in India with an objective of offering relevant Computer Based Examination Services that are the subject matter of this tender.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be single point of contact with C-PEC, BIRD and shall be solely responsible for the execution and delivery of the work. The Bidder will provide examination delivery software.
- 4) The bidder shall be based at Lucknow or have a representative in Lucknow on dates of examination.
- 5) The turnover details provided should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for the year 2018-19, 2019-20 and 2020-21.
- 6) The bidder should not have incurred any loss during last three years up to financial year ending 31 March 2021.
- 7) Any experience as a consortium partner will not be considered.
- 8) The bidder must be able to conduct computer based examination in multidisciplinary / multiple subjects / multi-lingual as well.
- 9) The Bidder should have infrastructure in all the major cities across India with validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 10) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- 11) The bidder must show and submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional Centre locations, students' data.
- 12) The bidder should not have been blacklisted by Central / State government departments / undertakings/ any organizations.

6. Integrity Pact (IP)

The Bidder shall sign 'Integrity Pact' with C-PEC, BIRD in the prescribed format as given in Annexure-IV. The duly executed pact has to be submitted with Technical Bid. Commercial/Price Bird will not be opened in case the bidder fails to submit the Integrity Pact.



7. Terms & Conditions

1. Initially, the contract may be awarded for **04 months** starting from **last week of December 2021** or a subsequent date indicated in the work order. The tenure may thereafter be extended for a period of full 02 years with mutual consent at the sole discretion of C-PEC, BIRD, subject to satisfactory performance, preferably at the same price as has been accepted by the C-PEC, BIRD for the initial tenure. Any decision taken by C-PEC, BIRD in this regard shall be final, conclusive and binding on the Bidder.
2. C-PEC, BIRD will have the option to terminate the contract, after giving notice of three month in writing without assigning any reason thereof, if the contractor commits breach of any of the terms & conditions contained in this contract or fails to render the services to the satisfaction of BIRD. However, the bidder shall not be entitled to terminate the Contract before completion of the aforesaid initial period of 04 months and in the event of the contract being extended by BIRD beyond the said period, the agency/firm may terminate the contract by giving **three months** prior notice in writing.
3. C-PEC, BIRD reserves the right to reject any or all offers without assigning any reason thereof. C-PEC, BIRD shall decide not to avail of any services from any bidder as a consequence of this Tender/ Advertisement. C-PEC, BIRD also reserves the right to re-issue/ recommence the entire bidding process without the vendors having the right to object. Any decision of C-PEC, BIRD in this regard shall be final, conclusive and binding on the bidders.
4. The acceptance of offer of contract shall be communicated by the successful bidder such that the acceptance is received by C-PEC, BIRD within 7 days from the date of issue of the Offer. If the 7th day happens to be a holiday, then, by next working day. Failure to accept the offer and communicate accordingly within this period shall result in forfeiture of the EMD and revocation of the offer.
5. Advance upto a maximum of 30% of the total work order, if sought by the successful bidder, shall be paid on finalization of all examination centers for all the 04 courses against Bank Guarantee issued by SBI or any other Nationalized Bank to be submitted to C-PEC, BIRD as per the proforma prescribed by C-PEC, BIRD. Final bill may be raised by the agency after completion of the entire work order. Applicable TDS will be deducted at the time of settlement.
6. To ensure effective implementation of this contract, the Director or an authorized official of C-PEC, BIRD shall issue instructions, either orally or in writing to the agency/firm and such instructions shall be deemed to be a part and parcel of this contract and shall be binding on the agency/firm. In all matters relating to or



incidental to this contract, if there arises any doubt or dispute or disagreement, the decision of the Director, BIRD shall be final and binding on the agency/firm.

7. C-PEC, BIRD reserves the right to amend/modify the tender document or issue any corrigendum to the bid process.
8. Commercial (Price) Bid may be submitted along with the Cost Analysis, if required.
9. The agency/firm shall maintain and provide all necessary documents, registers and records and other related documents as proof of compliance with all statutory requirements and provisions of applicable laws.

8. Penalty for failure to provide services as per the timelines stated in the work order

During the entire tenure of the work, successful bidder shall take all care, so as to keep the operations and process of conduct of examination PAN India smooth and hassle free for both C-PEC, BIRD and candidates.

Delay in Timelines:

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

Unsatisfactory/unacceptable quality of services:

If the service providing agency does not provide the required number of invigilators, technical personnel and security guards; sufficient power backup; internet connectivity in exam centers as well as other facilities mentioned in the tender document at Centre/s, the penalty will be imposed to it on the basis of feedback received from the NABARD Regional Office Invigilators/candidates or any other authentic source deployed at Centre and it may be up to 10% of quoting rates (per candidate rate) for each deficiency.

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



9. Postponement the examination

If C-PEC, BIRD, Lucknow is compelled to **postpone the examination for reasons beyond its control, no compensation shall be payable** to the agency/bidder for the expenses incurred, if any, with respect to such postponement.

10. Settlement of dispute by Arbitration

- i. The bids and any contract resulting therefrom shall be governed by and construed according to Indian laws.
- ii. All disputes and differences of any kind whatsoever arising out of or in connection with this offer or in the discharge of any obligation arising under this offer (whether during the course of execution of the order or after completion and whether before or after termination abandonment or breach of the agreement) shall be resolved amicably.
- iii. In case of failure to resolve the disputes and differences amicably within 30 days of notice by other party, then such unsettled dispute or difference shall be referred to arbitration by sole arbitrator mutually agreed in accordance with the Arbitration and Conciliation Act, 1996. If no agreement is arrived at, within 30 days from the date of notice as to who shall be the sole arbitrator, then the sole arbitrator shall be appointed as hereinafter provided.
- iv. In case of dispute not resolved as mentioned above, BIRD shall send to the bidder a list of 3 names of persons who shall be presently unconnected with BIRD or bidder. Bidder shall on receipt of the names as foresaid select any one of the persons so named to be appointed as sole arbitrator and communicate to BIRD within 30 days of receipt of the names. BIRD shall there upon without delay appoint the said person as sole arbitrator. If bidder fails to select a person as sole arbitrator within 30 days of receipt of the panel and inform BIRD accordingly, then BIRD shall be entitled to appoint one of the persons of the panel from the panel as sole arbitrator and communicate his name to the bidder. If the person so appointed is unable or unwilling to act or refuses his appointment or vacates his office due to any reason whatsoever, another person shall be appointed by BIRD from the above lists of persons. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration.
- v. The venue of the arbitration shall be Lucknow, under the exclusive jurisdiction of courts at Lucknow only.
- vi. The language of Arbitration shall be English. The award shall be final and binding to both parties.
- vii. The fees, if any of the arbitration shall initially be paid in equal proportion by each of the parties. The cost of the reference and of the award including the



fees, if any, of the arbitrator, shall be directed to be finally borne and paid by such party as or parties to the dispute in such a manner or proportion as may be directed by the arbitrator as the case may be in the award.

- viii. Work under the tender document / agreement shall be continued by the contractor, during the arbitration proceedings, unless otherwise directed in writing by BIRD, unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the agreement, no payment due, or payable by BIRD, to the contractor shall be withheld on account of ongoing arbitration proceeding, if any, unless it is the subject matter or of the subject matters thereof.

11. Instructions for Submission of Bids

1. The Tender documents can be downloaded from our website www.birdlucknow.in or <https://bird-cpec.nabard.org/>. The Tender comprises of Part I- **Technical Bid** and Part II- **Commercial Bid**.
2. Sealed tenders addressed to **The Director, Bankers Institute of Rural Development, Sector- H, LDA Colony, Kanpur Road, Lucknow-226012** shall be submitted in two parts, not later than **03:30 P.M. on 22 November 2021**.
3. The tenders shall be submitted along with the following documents for qualifying in the bidding process:
 - i. Part I of the Tender shall be submitted in a sealed envelope super-scribed "**Technical Bid – Tender for conducting online examination (CBT) across India on behalf of C-PEC, BIRD**" with the documents listed below:
 - a) Forwarding letter (as per the pro-forma given in **Annexure I**) on the letter head of the bidder.
 - b) Demand Draft/e-payment receipt towards **the Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only) (refundable)**, drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Saving Account Number-5411848265 with Kotak Mahindra Bank, Ashiyana Branch, Lucknow-226010 (IFSC Code- KKBK0005199).
 - c) Tender not accompanied by EMD shall be rejected.
 - d) EMD of the unsuccessful bidders shall be returned after finalization of the tender. It shall not carry interest. EMD of successful bidders shall be retained and adjusted towards security deposit. EMD so retained shall also not bear any interest.

- e) Part I of the Tender document (Technical Bid) duly filled in and signed by the bidder on each page with seal.
- f) Integrity Pact duly executed on non-judicial stamp paper of Rs. 100.
- g) Other supporting documents mentioned in Technical Bid duly signed along with seal.
- ii. **Part II** of the Tender, duly filled in and signed by the bidder, shall be submitted in a separate sealed envelope super-scribed "**Commercial Bid – Tender for conducting online examination (CBT) across India on behalf of C-PEC, BIRD**".
- iii. Both the sealed envelopes (Technical Bid & Commercial Bid) shall be submitted by the bidder in a **single sealed envelope**.
- iv. Sealed tender application shall be deposited in the 'Tender Box' kept in the Administrative Block, Bankers Institute of Rural Development, Lucknow, within the stipulated time/date. No tender shall be accepted after **03.30 PM on 22 November 2021** under any circumstances, either by hand delivery/deposit in the tender box.
- v. Full name, postal address, email address and telephone number of the bidder shall be written on the bottom left hand corner of the sealed covers.
- vi. **A pre-bid meeting of the intending bidder will be held at 02:30 P.M. on 09 November 2021 to clarify any points / doubts raised by them in respect of the tender.** No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document carefully and to be present in the above meeting. The tenderer is expected to get all the issues clarified during the above meeting and, should strictly desist from deviating from C-PEC, BIRD's tender conditions/specifications as stated in this tender document.
- vii. The intending bidders shall familiarize themselves thoroughly with the work conditions, scope of work, terms and conditions of the tender. Non-familiarity with the work requirements will not be considered a reason for not carrying out the work in strict conformity with the specifications.
- viii. Before submitting the tender, the Tenderers may go through the terms and conditions specified herein, on which the work will be awarded by the C-PEC, BIRD and required to be executed by the successful tenderer. The Tenderers may satisfy themselves as to the eligibility and other criteria prescribed therein. No queries or requests for clarifications shall be entertained in this regard. It may also be noted that the terms and conditions specified herein are indicative in nature and the same shall not restrain the BIRD from imposing or requiring the Tenderer to agree



upon such further or other terms and conditions, or to alter, modify or omit the terms and conditions contained herein, as are considered necessary for the due and proper execution of the work being awarded under this Tender.

- ix. Corrections, if any, in the tender shall be duly authenticated with full signature. In case of any difference between the figures and the words, the wordings will be taken as the correct one.
- x. Bidder/authorized signatory shall sign on each page of the tender.
- xi. In the first stage, the Technical Bids (Part-I) will be opened **at 04:00 P.M. on 22 November 2021**, at BIRD, Lucknow in the presence of the bidder. The Technical Bids will be evaluated for credentials, experience & capability based on the documents submitted in technical bid, **physical inspection of the bidders' establishment, physical inspection of their clients' site and feedback obtained on their past performance from their clients.** Those bidders satisfying the technical requirements as determined by C-PEC, BIRD and accepting the terms and conditions of these documents shall be short-listed. Decision in this regard will be at the sole discretion of C-PEC, BIRD.
- xii. The Commercial Bid (Part-II) of only those bidders, who have been short-listed in first stage will be opened. The bidders who have been short-listed will be intimated regarding date and time of opening the commercial bids.
- xiii. Tenders not submitted as per the guidelines stated above are liable for rejection. Decision in this regard will be at the sole discretion of C-PEC, BIRD.
- xiv. Tenders received after the prescribed time and date will not be considered.
- xv. Falsification/suppression of facts & information shall lead to disqualification of the bidder/ cancellation of contract even after award of work during the currency of the contract.
- xvi. C-PEC, BIRD reserves the right to reject any or all of the tenders received without assigning any reason thereof.
- xvii. For any clarifications bidder may contact through e-mail cpecforccs@gmail.com or on landline 0522-2421799 (9:30- 5:30 except Saturday & Sunday).



Annexure I

Forwarding Letter

(To be submitted on bidder's letterhead)

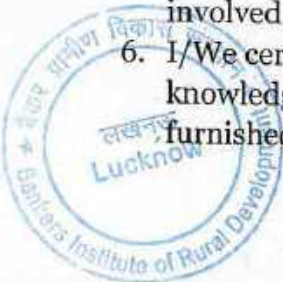
Place _____
Date _____

The Director
Bankers Institute of Rural Development
Sector-H, LDA Colony,
Lucknow – 226012
Madam

Tender for conduct of Online Examination (Computer Based Test) across India and Processing thereof

This has reference to your tender notice for conduct of Online Examination (Computer Based Test) across India and Processing thereof on behalf of C-PEC, BIRD, Lucknow. We have examined the tender document and thoroughly understood its nature/scope of work and terms & conditions.

2. I/we undertake to offer my/our services in conformity with scope/nature of work and the terms and conditions set out in the tender document. I/We confirm that the tender submitted by me/us is confirming to all the terms and conditions mentioned in the tender document.
3. I/We are enclosing required documents in the prescribed proforma as mentioned in tender document.
4. I/We are enclosing following Demand Draft No./UTR no.dated for **Rs. 1,00,000/- (Rupees One Lakh Only)** drawn in favour of 'Bankers Institute of Rural Development' payable at Lucknow, towards Earnest Money Deposit(EMD). (refundable)
5. I/We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against me/us. Also I/We have neither been terminated/ delisted/ blacklisted by any organization for any reason nor any such proceedings are pending or contemplated. I/We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
6. I/We certify that all the information furnished by me/us is true to the best of my/our knowledge. I have no objection to C-PEC, BIRD verifying any or all the information furnished in this document with the concerned authorities, if necessary.



7. I/We understand that C-PEC, BIRD reserves the right to accept or reject any or all the tenders in full or in part without assigning any reason there of.

Dated this _____ day of _____ 2021.

M/s _____

(Signature with seal)

Name : _____

Designation : _____

Place : _____

Date : _____

Telephone No.: _____

Fax No : _____

E-mail : _____

(Certified true copy of the Power of Attorney shall be enclosed in case of authorized person).



Annexure II
Part A- Basic Information/ Profile of the Bidder

Sr. No.	Particulars	
1.	Name of the Bidder/ Firm/ Organization/ Company	
2.	Telephone No./ Fax No./ E-mail address:	
3.	Type : i. Proprietorship ii. Partnership iii. Private Ltd. Company iv. Others (Furnish copies of registration/ partnership/ memorandum of articles of association etc.)	
4.	Name of the proprietor/ partners/ directors of the firm	
5.	Year of Incorporation/ Registration (Furnish Proof)	
6.	Details of Registration (Firm/ Company etc.) a) Registering Authority b) Registration Number c) Validity Period d) Place of Registration (Copy to be enclosed)	
7.	Registered address of the Firm / Company	
8.	Name, designation, telephone No., e-mail of the contact person/ authorized signatory	
9.	Details of authorized/ globally accepted software certifications (i.e. ISO-27001, ISC 20000, ISO 9001, SEI CMMi etc. if any) (Copy to be enclosed)	
10.	Whether software is developed in-house? (Yes/No)	



18.	Weather involved in any litigation earlier with any organization? If so, please submit the details.	
19.	Any civil suits pending in any of the works executed? If so, furnish details.	
20.	Have your firm/company constituent partners been black listed for tendering in any organization at any time? If So, give details.	
21.	Were you and your firm/ company ever required to suspend the work for a period of more than six months continuously after commencement of the works? If so, give name of the project and reasons for not completing the work in stipulated time.	
22.	Any other information considered necessary but not included above.	

(Signature and Name of the authorized person of the firm/bidder with office seal)

Name:

Date:



Part B- Experience/ Details of Similar Works Executed

Sr. No.	Name of Project/ Work & Allocation	Name of sponsoring organization	Total no. of candidates in single shift	Date of commencement as per contract	Actual Date of completion	Litigation/ Arbitration pending progress with detail	Remarks
1	2	3	4	5	6	7	8

Note: Copies of the work orders should be enclosed.



(Signature and Name of the authorized person of the firm/bidder with office seal)

Name:

Date:

PART II- COMMERCIAL/ PRICE BID

To be submitted in a SEPARATE SEALED envelope super-scribed as
"COMMERCIAL BID"



**Price/ Commercial Bid for conduct of online examination (CBT)
across India on behalf of C-PEC, BIRD, Lucknow**

Details relating to examination for price Bid

1. The examination will be conducted in two (02) shifts/sessions i.e. first session from 10:30 A.M. to 12:30 P.M. and second session from 2:30 P.M.-4:30 P.M.
2. Examination will be conducted for 04 certification courses as per the schedule mentioned below:

Sr. No.	Name of course	No. of papers	Tentative date of examination of 2021-22*	No. of sessions	Assumed No. of candidates
1	Certified Trainer for Financial Cooperatives (CTFC)	03	20 th and 21 st January 2022	02 Sessions on 20 th & 01 session on 21 st	26
2	Certified Professional in Cooperative Banking (CPCB) Level-I	04	3 rd Week of February 2022	02 Sessions on each day	2000-2200
3	Certified Professional in Cooperative Banking (CPCB) Level-II	04	1 st Week of February 2022	02 Sessions on each day	400-475
4	Certified PACS Secretary (CPS)	02	2 nd Week of February 2022	02 Sessions	800-1200

*Dates may vary due to administrative reasons every year, but same shall be informed to agency at least 1 (one) month in advance

3. Languages:

- a. Examination for Certified PACS Secretary (CPS) Course will be conducted in nine languages viz. English, Hindi, Gujarati, Telugu, Marathi, Odia, Kannada, Bengali and Malayalam for 2021-22 and additional languages if any in 2022-23
 - b. Examination for CPCB level-I will be conducted in two languages viz. English and Hindi in 2021-22 and 2022-23
 - c. Examination for CPCB level-II will be conducted in English in 2021-22 and may be conducted in English and Hindi in 2022-23
 - d. Examination for CTFC will be conducted in English only
4. Question paper in soft form will be provided by C-PEC, BIRD before each examination/paper. The modus operandi may be conveyed to us in advance.
 5. Examination for all the other courses will be conducted in majority of state capitals/UTs or major cities/ districts of states (*in 2020-21 conducted in 21 states*)
 6. No. of candidates in each state may vary from 1 to 500 or more candidates.



7. Examination for CTFC may be conducted at BIRD, Lucknow or at any other location as indicated by C-PEC, BIRD. **However, if conducted at BIRD, Lucknow, vendor has to pay BIRD standard charges for using its computer lab.**

Major Deliverables:

- I. Venue, Computer Systems and Invigilation arrangements to be made by the company/firm in satisfaction of C-PEC for smooth conduct of examination.
- II. Display of demo online test in all languages on C-PEC website.
- III. Dispatch of Admit Cards before examination and Result Cards after examination to all the candidates. The format will be shared by C-PEC.
- IV. Arranging for translation of question paper in 08 languages viz. Hindi, Gujarati, Telugu, Marathi, Odia, Kannada, Bengali and Malayalam for 2021-22 and additional languages if any in 2022-23.
- V. Uploading the question papers in the software system of the company with utmost confidentiality in all the languages. The procedure may also be conveyed to C-PEC, BIRD, Lucknow.
- VI. Communicating the candidates' response to questions attempted and also the overall results to C-PEC. The results communicated must NOT be tampered with and to be provided in both hard and soft form. (pdf. and exe./doc. file)
- VII. Online/Real time display of data of candidates attempting examination. The data will include No. of candidates appearing/attending examination, No of candidates attempting the questions, No. of candidates completed and submitted the online exam paper.
- VIII. Nodal point of conducting examination/monitoring will be C-PEC, BIRD, Lucknow.
- IX. The bidder will also have to coordinate with C-PEC's Online Web Application Vendor(s) for fetching candidate data in prescribed format as also delivering the final result post examination in the Performa provided by such vendor(s).
- X. The bidder shall quote as per the attached '**Annexure III**' of the tender document.
- XI. The rates Quoted shall be valid for 02 years i.e. 2021-22 & 2022-23.
- XII. **The final number of state-wise candidates and exact date(s) of examination will be indicated in the work order while awarding the work to the agency.**
- XIII. The number of candidates in FY 2022-23 may rise/fall.
- XIV. The number of languages for translation and dates of conduct of examination may vary in 2022-23.



Annexure III

Rates to be quoted for services relating to conduct of Online Examination (Computer Based Test)

The rates are to be quoted for providing online examination services for 02 years (2021-22 & 2022-23).

The rate in INR to be quoted in the format given below:

Description	Unit Rate (Per candidates per session)	GST rate	Final Unit Rate (Per candidates per session rate inclusive of GST)
Conduct of Online Examinations at desired locations including- a. Admit Card/call letter generation- SMS or e-mail b. Exam Venue/Centre Management c. Conduct of examination- MCQs d. Proctoring at the Centre for the duration of exam e. Translation of question papers in Hindi & 07 other regional languages f. Question Paper upload and exam configuration in multi-lingual mode g. Result Processing h. Marksheet & Certificate generation i. Extending technical support to C-PEC as and when required			
Total			

NOTE: The rates quoted will be applicable for two years without any increment.

(Signature and Name of the authorized person of the firm/bidder with office seal)

Name:

Date:



Annexure-IV

Pre- Contract Integrity Pact

Bankers Institute of Rural Development (BIRD),

Sector-H, LDA Colony, Kanpur Road Lucknow

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100 Stamp Paper only on first page and remaining document on normal A4 size pages duly signed by the bidder) and submitted in envelop duly superscribed as 'Integrity Pact'.

Between

Bankers Institute of Rural Development (BIRD) hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder" (the Online Exam Service Providers for conduct of multi-lingual Online Examination (CBT) across India and processing thereof on behalf of C-PEC, BIRD, Lucknow)

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulation and economic use of resources and of fairness /transparency in its relations with its Bidder(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

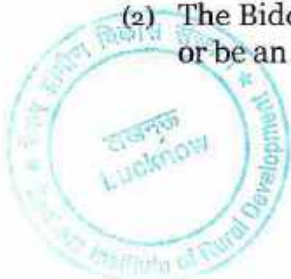
- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



- c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)

- (1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
- a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
 - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process.

Section 4 – Compensation for Damages

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- 1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors
- 3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or are representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor



- (1) The Principal appoints competent and credible Independent External Monitor for his Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. The Independent External Monitor appointed for BIRD is :

Shri Subodh Kumar Goel
501, Tower-6
Common Wealth Games Village,
New Delhi-110092

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential. He / she reports to the Director, BIRD.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The monitor is under contractual obligation to treat the information and documents of the Bidder(s) Sub-with confidentiality. The Monitor has also signed declarations on 'Non- disclosure of Confidential Information and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, BIRD and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The monitor will submit a written report to the Director, BIRD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should



the occasion arise, submit proposal for correcting problematic situations.

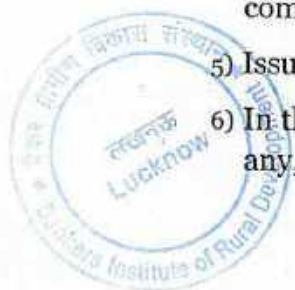
- (7) If the Monitor has reported to the Director, BIRD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Director, BIRD has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contract or 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Director, BIRD.

Section 10 – Other provisions

- 1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Lucknow.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.



(For & On behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name &Address)

Witness2:

(Name &Address)

