



**JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL
EDUCATION & RESEARCH (JIPMER)**



GOVERNMENT OF INDIA

(An Institution of National Importance under Ministry of Health & Family Welfare)
Dhanvantri Nagar, Puducherry-605006

**OPEN e-TENDER
ENQUIRY DOCUMENT
FOR**

**the conduct of online computer-based tests (CBT) for
recruitment of various posts and admissions to various
academic courses of JIPMER, Puducherry
for a period of TWO Years**

(This document consisting of **52** pages)

**JIPMER,
DHANVANTARI NAGAR,
PUDUCHERRY 605006**

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SECTION-I

JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH PUDUCHERRY – 6

(Institution of National Importance under the Ministry of Health & Family Welfare,
Govt. of India)

PURCHASE SECTION

Academic Section/CBT /2024-2025/01

Dated: 28.12.2024

NOTICE INVITING e-TENDER (e-NIT)

Sub: e-Tenders from eligible and qualified agencies is invited on behalf of the Director, JIPMER, Puducherry for the conduct of online computer-based tests (CBT) for recruitment of various posts and admissions to academic courses of JIPMER, Puducherry

e-Tenders from eligible and qualified agencies is invited on behalf of the Director, JIPMER, Puducherry for the conduct of online computer-based tests (CBT) for recruitment of various posts and admissions to various academic courses of JIPMER, Puducherry for a period of TWO Years.

1. Scope of work:

Conduct of online computer-based tests (CBT) for recruitment of various posts and admissions to various academic courses of JIPMER, Puducherry

2. Tender timelines:

i. Opening date & time for download of Tender document: **04.00 PM on 28.12.2024**

ii. Last date for receipt of pre-bid queries: **06.00 PM on 02.01.2025**

iii. Pre-bid queries regarding CBT can be made through e-mail to:

adajipmer2@gmail.com and other Document related queries may be raised through purchase.jipmer@gmail.com

iv. **Pre-Bid Meeting date: 10.30 AM on 06.01.2025** at Board Room, JAC Building.

v. Opening date & time for submission of online bids: **09.00 AM on 07.01.2025**

vi. Closing date & time for submission of online bids **06.00 PM on 27.01.2025**

vii. Date and Time of opening of online bids for Technical evaluation: **06.00 PM on 10.02.2025**

viii. Date & time of opening of Price Bid: To be intimated later.

3. Earnest Money Deposit: **Rs. 2,00,000/-** to be paid through SBI collect only. The EMD shall be returned without interest to the non-successful tenderers after acceptance of award of contract by the successful bidder.

4. Tender Processing Fee (Non-refundable): **Rs. 1180/- (including 18% GST) shall be paid through SBI collect only.**

5. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or <https://eprocure.gov.in/eprocure/app> for complete details.
6. The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app>. Special Instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal on completion of the registration process is given in <https://eprocure.gov.in/eprocure/app>, the bidders will be provided user ID and password upon enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
7. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
8. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
9. The bidders shall submit the required EMD (as per G.I.T clause 2) before the due date and time mentioned above.
10. The online submission of tender(s) can only be done through <https://eprocure.gov.in/eprocure/app>
11. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app> e-portal (as described above) only.
12. Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

Asst. Officer in Charge
Purchase Section,
For Director,
JIPMER, Puducherry

Section-II

SCHEDULE OF REQUIREMENTS AND SCOPE OF WORK REQUIRED

1. Scope of work :

Conduct of online computer-based tests (CBT) for recruitment of various posts and admissions to academic courses of JIPMER, Puducherry as detailed below

The Scope of Work would include providing of infrastructure (Man-Machine) for the conduct of computer based test for admission to the following courses/ Recruitment of various posts as per the time frame tabulated (**Tentative**) below:

Name of the Course	Release of Prospectus	Month of Examination	No. of cities in India (*)	Expected No. of Candidates	No. of Shifts
PDF/PDCC (July Session)	February	May	10	100 to 250	One / Two
MSc/MPH/PhD/PBD/PGD Courses	April	July	07	750-1000	One / Two
Recruitment to various posts	As and when required by JIPMER (A total of about 10,000 - 20,000 candidates apply for various posts)				

*The number of cities is likely to vary depending upon the number of candidates registered for the examination.

Role and Responsibilities of the Outsourcing Agency:

- Online registrations
- Checking eligibility of candidates
- Receiving online examination fee
- Examination centre allocation
- Online hall ticket generation
- The software owned by the bidder for question paper preparation shall be made available to JIPMER, which will make necessary arrangements for uploading the question papers
- Provide results as per the format provided by JIPMER and share the results within 2-3 days after examination process is completed.
- The Examination for all the candidates to be scheduled at the same time. The bidder shall provide the list of Examination centres, the number of computer systems at each location, server, configuration of all the systems, and the number of buffer systems
- The complete examination-related work will be under the supervision of JIPMER, which will exercise full control over the activities awarded to the agency. The Agency will ensure the adherence of the time schedule as well as meeting of hardware and technical requirements for the implementation, commissioning, and successful conduct of computer-based tests (Online Entrance Examination).
- The tentative list of cities in India where the examinations are to be conducted is mentioned in **Appendix – A**

The computer based examination has to be conducted by the Agency on a turn-key basis and is required to perform the following tasks:

- To ensure requisite Computer laboratory infrastructure including power backup (uninterrupted power supply) and DG infrastructure, examination-related software, and security software for the smooth conduct of the examination.
- To deploy technically qualified, experienced, adequate manpower to manage the entire examination process. There should be at least 2 technical persons directly from the agency managing the LAN (Local area network) and 1 person as centre head at the test centre.

- To obtain connectivity and provide Examination centre across India as per the schemes of different Entrance Examinations for different courses as tabulated above and to manage them as per requirement.
- To develop, host and manage examination web pages for different Entrance Examinations for different courses and other related links.
- To address the security issues: Providing security software and securing the network systems to establish a highly secured and sanitized system for the entire process.
- To conduct computer based test (CBT) in a smooth and fair manner in the shortest span of time.
- To authenticate, evaluate the answer responses of the candidates and analytical report, including the following:
 - Performance analysis of candidates: Overall performance and Distribution of score of candidates > 90 percentile
 - Psychometric analysis: Item analysis (Item score and overall score correlations)

Specification Requirements

Online Web-based portal:

This activity involves the development and maintenance of dedicated customised online web-based page that should have the following modules:

- Registration Module- Online registration
- Checking eligibility in e-forms
- Online payment
- Query handling module: 24x7 Helpdesk support
- Hall ticket generation module
- Result declaration module
- Reports module

All the modules to be integrated with each other.

The module-wise specific details required are given below:

Registration Module: Online Registration

Systems should allow candidates to fill the form online. System should have inbuilt validation system to validate the entered data. After successful submission, system should provide unique registration number with password for each candidate. Candidate should be able to login into the system by using registration number & password to edit their information and download hall ticket, when published.

The Online registration should have the following features:

- Detailed guidelines and instructions about the programme, eligibility conditions, fees, etc.
- Online application from where in the candidate can fill the requisite information as desired
- The application form should have menu-driven items for capturing identical information.
- Pop ups for message alerts, instructions, etc. as necessary
- Capture of Aadhaar Number in a secure manner, as per GoI guidelines.
- Validation of both e-mail ID and mobile number through OTP authentication.
- Uploading of scanned certificates to check eligibility
- Provision for integration of JIPMER bank account with online payment gateway
- Providing and operating version-quality/security seal payment gateway and managing online payments
- Generation of a downloadable receipt of payment
- Generation of unique application registration number and password. The candidate should have facility to edit the information up to pre-specified date using the unique registration number and password.
- Provision for the candidates to download and take prints of the successfully filled applications.

- Provision to send individual common or customized messages through email or SMS to the candidates as and when required by the competent authority (either individually or to the group/s).

Eligibility Checking

- Checking of the eligibility of the candidates should be done based on the details submitted by the candidate during the application submission. However, JIPMER will recheck the eligibility at a later stage.

Query Handling Module

The online database module should have the following features:

- The important and modified information to be made available in the form of FAQs (Frequently asked questions)
- Activation of a dedicated e-mail ID for handling queries of the candidates and to be responded on daily basis on all working days. **[One time change in application]**
- Toll free Number for attending queries 24x7.

Hall ticket Generation Module

- This module should enable retrieval of the required information from data base and generate personalized Hall Tickets containing the application registration number and allotted examination centre details
- Feature for downloading and printing the hall ticket should be available.

Reports Module

The reports module should generate different type of reports in a spreadsheet (eg. Excel) format as per the requirement of JIPMER with the following details: applicant /candidate name, mobile number, geographical location, registration number, date of birth, etc.

Examination Module: -

The requirement of minimum manpower deployment at each examination centre must as below:

Each Exam Centre of capacity of 100 + 20 buffer should have the minimum following personnel to be deployed by the agency

Test Centre Administrator	1 (One for each centre)
IT Manager	1 for each 200 candidates
Invigilators	2 per 25 systems or per lab
Support Staff	2 per 100 candidate
Security Guards	2 per 100 candidates
Peons/Multi-Purpose Worker	2 per 100 candidates

The above requirement should be increased proportionately on the basis of candidates allotted to that centre.

- The test delivery system should handle this aspect of multidisciplinary / multiple subjects as per the scheme of the examinations.
- To host the test and manage the test delivery process through intranet-based solution at examination centres. **The computer systems and servers shall be of latest configuration** and the network must be scaled enough to handle traffic in real time with proper backup and redundancy at each level. There must be active-active server for each server in use in online examination at each examination centre.
- To securely transmit, download, install and implement confidential data received from JIPMER. The Question Papers installation and implementation shall be as per requirement of JIPMER and as per the real-time instructions from JIPMER at the time of execution.
- To arrange frisking of candidates and scanning with metal detectors at examination centres to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse etc. as per the examination guidelines provided by JIPMER.

- To complete the registration process of candidates before start of examination (**digital photo, biometric fingerprint capture/ iris capture etc.**) and allow candidates to appear for test at the allotted test centres.
- To provide CCTV surveillance at examination centres all over India to curb malpractice and unfair means in the examinations.
- To arrange/provide adequate displays with required instructions/information to the candidates appearing for test at online examination centres.
- To arrange/provide pen & mineral water to the candidates appearing for test at online examination centres.
- To maintain complete log of all activities of candidates during the course of the examination to ensure complete auditability of the assessment process.
- To obtain feedback from candidates after the completion of examination through an online feedback form.
- To devise system for monitoring and supervision of test centre activities (Centre level/ Candidates' level) at designated office.
- To transfer/export the data in encrypted format including raw scores data from local server to Central server and vice versa at the instruction of Academic section.
- To print candidate response sheet at the end of the test as per requirement of the Institute.
- The agency should generate the raw data of candidate response to the questions with time tag when he/she answered and should be hashed.
- To send the data of examinations confidentially as per instruction of Academic section.

Result Declaration Module

This module should offer the following features and facilities to effectively carry out the post examination activities:

- The results of the candidates to be linked with the main data base.
- The candidate should be able to see his/her mark by entering the credentials (User Name & Password)
- The results of the candidates should be displayed individually instead of entire result.
- Uploading and display of examination results on vendor server.
- Generation of reservation category-wise merit list and cut-off list
- Generation of reservation category-wise eligibility for final admission

Question Bank Module

- An expert team will prepare a blue print of question paper consisting of MCQs with single best response/multiple answers type. The encrypted question paper should be password-protected and set by the authority before uploading. The password will be provided 2 hours before the start of the examination.
- Workflow facility for reviewers to review the question and approve/reject. Module must have provision to return it back to author to incorporate change. Provide user the feature to create verification and sealing of rule templates, ensure that the same question does not get repeated in the same question paper.
- There should be provision for conducting a mock test.

Delivery of Question Paper

- The candidates should be able to open the question paper only at scheduled time after due authentication
- The question paper to be downloaded only on the RAM of the servers.

Establishment of Server and software: Test delivery centres

The server should have the following features:

- Physically secure and located at each test centres
- Well-protected from any threats through firewall
- Instant connectivity
- Minimum server configuration must include parallel on-line backup server such that the backup server continues to function normally and in an uninterrupted manner in the event the first server fails.

Establishment of test centres:

The activation of test centres should be done at pre-decided (to be provided by the agency after discussion with JIPMER) locations to conduct the computer-based test. The test has to be conducted in one day in Single shifts/Multiple shifts. The test centre and the test centre server should have the following features:

- Hardware facilities at each centre to be identical with respect to the configuration of computer terminals. Centres with less than 100 computers will not be considered.
- Internet connectivity
- Proper power backup
- Security with respect to the data and infrastructure
- Administrative arrangements
- Sufficient numbers of Jammers to be setup to block inward and outward communication from mobile phone high-banded smart / Spy Camera/ Wi-Fi & Bluetooth devices etc. in the examination centre i.e. CDMA/GSM 2G/3G/4G/5G/spy camera/Wi-Fi/ Bluetooth, etc.

Minimum candidate system requirements: -

Screen Resolution	1024 x 768
Processor	CPU Speed: 2.4 GHz or above
RAM	4 GB or above
Operating System	Windows 10 & above or any other OS for conducting computer based examination.
Browser	as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under “Settings” of “Temporary Internet Files”, set “Check for newer versions of stored pages” to “Every visit to the page” Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during examination after login

Minimum Exam Centre Server Requirements: -

Screen Resolution	1024 x 768
Processor	CPU Speed: 8.0 GHz or above
RAM	8 GB or above
Operating System	Compatible for candidates’ systems as clients and must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time.

The above exam centre server requirement is only indicative. In general, the server must be capable of supporting the number of candidates allotted in a given centre, including the buffer systems.

- The system offered should conform to the uniqueness of the institute in conduct of all aspects of the examination including applications.
- The above requirements are indicative. The decision of the technical committee shall be final.

Installation of Jammer: -

- To install industry standard Mobile / Cell Phone (including spy- Camera) Jammers at the Examination Centre.
- To ensure that sufficient numbers of Jammers are supplied to block inward and outward communication from Mobile phone / Spy Camera/ Wi-Fi & Bluetooth devices etc. in the examination centre i.e. CDMA / GSM /2G / 3G / 4G / 5G/Spy Camera / Wi-Fi / Bluetooth etc. without failure.

Isolated Signal bandwidth to jammed:

1. 851-894 MHz
 2. 925-965 MHz
 3. 1800-1990 MHz
 4. 3G: 2100-2170 MHz
 5. Wi-Fi/Bluetooth: 2345-2400 MHz
 6. 4G: 725-770 MHz
 7. Any other working Frequencies.
- The installation of jammers should be made at least one day in advance from the scheduled date of examination and or in such a way that the Jammers are required to be functional for 1½ hours before the scheduled time of commencement of the examination and ½ hour after the completion of the examination.
 - Each centre should be provided with one jammer staff exclusively.
 - To organize and provide required manpower to install and manage the Jamming Devices at the Centres.
 - To provide uninterrupted service of Jammers along with back-up solution/ buffer stock and ensure proper working of Jammers during the conduct of examination at each examination centre.
 - Adequate number of buffer jammers should be made available for use if the primary one is found non-functional.
 - During the period of examination, Jammer shall not be interrupted due to any technical fault/power failure etc. and the Agency shall take due care of proper functioning of Jammers with adequate power backup during the conduct of online examination.
 - To ensure upgradation of jammer service for additional spectrum or technologies during contract period at no extra cost.
 - If the examination is conducted in two or more shifts in a day at a centre, the jammers will have to be installed for the entire day and their performance will have to be ensured during the duration of examination.

Test Administration

The following functions should be provided:

- Invigilation and verification
- Verification of the candidate identity with the hall ticket
- Identity check with photo ID card (Govt. of India approved) to avoid impersonation.
- Signature of the candidate in the attendance sheet
- Supply of permitted and required stationery to the candidates
- Verification of the signature in the attendance sheet in comparison to the signature in the admit card.
- To complete the registration process of the candidates before start of examination (**digital photo and biometric fingerprint capture/iris capture etc.**) and allow candidates to appear for test.
- To capture biometric when candidates are permitted for bio-break and exit of the test. Computer generated mapping of candidates to the system pre/post verification.
- Allotment of computer terminal to the candidate on successful verification
- Candidate should be able to start the terminal with specific user ID and password
- No books, mobile phones, and other prohibited items should be allowed inside the centre
- Attendance sheets containing the photographs and signatures should be provided at each centre
- Arrangements should be made for PwBD candidates in the ground floor of the centre
- The centres should be compatible with fire safety norms

- First-aid kit and wheel chair/stretchers must be available at the centres.
- Facility of transporting the candidate sick / injured candidate to the nearby hospital should be available.

Note: The test centre Head along with at least 1 technical person per LAN (Server) should be from the agency for each test centre.

Test Publishing

This includes the following steps/features: The language is in English only.

- Test paper will be displayed on the submission of the USER ID and password by the candidate
- First window will explain the instructions for the test
- Main question paper will start at fixed time
- The digital clock along with the photograph will be fixed on the screen and the test will close automatically on completion of the test timing.

ONLINE COUNSELLING

- To streamline the admission to various professional and technical courses
- To facilitate online display of vacancies and allotted positions, and thus lend more transparency to the admission process.
- To ensure allotment of branch as per the merit of the candidates.

The entire online counseling involves following four stages:

- a. Registration
- b. Choice filling & locking
- c. Seat allotment
- d. Securing provisional seat allotment order

Publicity for conduct of examinations: (To be managed by JIPMER)

The publishing of advertisement/notices (in Newspapers etc) and information regarding the Conduct of Examination shall be done by JIPMER in consultation with agency.

- To provide the database, results, and reports as per the requirement of JIPMER
- No copy of data should be retained by Agency after checking of data and proper handover to the designated authority of JIPMER.

Also, institute has requirement of application portal for recruitment of posts based on interview, which involves receipt of applications & admit card generation for various posts (Conduct of computer based exam is not required). This would include providing of online application portal for receipt of applications for recruitment of various posts with modules such as online registration, query handling, admit card & report generation etc.

Section-III

GENERAL INSTRUCTIONS TO TENDERERS

1. Period of contract:

The contract shall initially be for a period of **TWO years** with an option of extension for three years on yearly basis on satisfactory performance and at the discretion of the Director, JIPMER. The rates approved shall remain unchanged during the initial period of contract. During the additional year, price variation of 5% above the lowest accepted rate with negotiation between the parties of the Contract., or till the finalization of next tender by the Institute, whichever is earlier is permitted.

2. Earnest Money Deposit (EMD)

- i. The tenderer shall furnish along with its tender, Earnest Money for an amount of **Rs.2,00,000/- (Rupees Two Lakhs only)**. The Earnest Money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.
- ii. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.
- iii. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.
- iv. Unsuccessful tenderers' earnest money will be returned to them without any interest after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- v. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

3. Eligibility conditions of bidders:

- i. The bidder should be a company/ firm registered (minimum 5 years old) in India and having a branch office in Tamilnadu. The registered agency should be operating in India for a minimum of five years with an objective of offering relevant IT Solutions and Services that are the subject matter of this tender.
- ii. The bidder shall be single point of contact with JIPMER and shall be solely responsible for the execution and delivery of the work.
- iii. The bidder's Average Annual Turnover during last three years should be Rs. 75/- crores or more from business in India from Computer Based Examination (Attach

documentary evidence such as audited Balance Sheet etc). Turnover should pertain to the bidding agency and not to the corporate group to which company belongs and should not include its subsidiaries/sister concerns etc. for 2021-22, 2022–23 and 2023-24. The organization must be profitable in at least the last 3 financial years.

iv. Past experience in conducting an entrance examination for a government /Autonomous body in at least 30 cities and upwards of 1,50,000 candidates participating in the examination.

v. The bidder must have successfully executed 5 similar project(s) on All India basis, out of which at least one project should have been the Conduct of Competitive Examination through online mode in 15 or more states and in 30 or more cities with capability of 1,00,000 or more candidates in double shift. Documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).

Note: Similar nature of work means design/ development of computer based test for examination, application processing, test delivery, evaluation and result processing.

vi. The Bidder should have infrastructure capability in all the major cities with above 50,000 validated nodes/computers, appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.

vii. Conduct of at least one Indian Professional Competitive Examination for an institute of national importance(INIs)/ Medical Universities on CBT mode in multiple cities.

viii. The bidder should have at least regular 400 or more technical employees employed in-house in India for Conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration etc. shall be submitted.

ix. The bidder having ISO-27001, ISO 27000, ISO 9001, ISO 20000, CMMi Level 5 Service (uninterrupted for atleast in last 3 years) or higher certification, CMMi Level 5 Development (uninterrupted for atleast in last 3 years) or higher certification and CERT-in audit certificate would be considered.

x. The agency should not have been blacklisted by central / state government departments/undertakings. The agency should not have any complaints of leakage of question paper, leakage of question bank or mismanagement of exams. This aspect should be certified by the company secretary/CFO of the company. An affidavit in response to the above should be submitted at the time of submission of tender.

xi. The bidder should not have incurred any loss during last three years up to first three quarter of financial year ending 31 March 2024. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.

xii. The Bidder should be registered with appropriate tax authorities such as Income Tax, Service Tax etc and should submit valid certificates of registration with these authorities.

xiii. 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.

- xiv. Agency must show and submit suitable emergency management plan during any crisis situations/redundancy of servers, switches, nodes additional centre locations, students' data.
- xv. The bidder should not be providing same services of Conduct and Processing of Online (CBT) Examination to any Central Govt./ State Govt./PSU etc. at lower rates as quoted in Financial Bid. Bidder has to submit an affidavit for the same.

4. Demonstration

The tenderer must give a demonstration before Dean(Academic) or his nominees on 07.02.2025, followed by submission of highlights of the presentation as a pdf document by email to adajipmer2@gmail.com, failing which the bids will be rejected.

5. Instructions for the filling the tender form

- i. E-Tender form shall be completed in all respect, signed in full and stamped at appropriate places and initialed and stamped on all remaining pages. Incomplete or e-tenders without tender processing fee, EMD, **Annexures(I&II) and forms(A-K) as in the tender document** shall be treated as invalid.
- ii. Bidders have to ensure that all the documents are properly filled.
- iii. Conditional tenders are liable to be rejected.
- iv. Bids received and found valid will be evaluated by JIPMER to ascertain the complete work/services under the scope of work and documents mentioned in the tender document. The bidder should take care to submit all the information sought by JIPMER in prescribed formats.
- v. Incomplete bids, bids in paper format, conditional bids, telephonic bids or tenders submitted after the due date and time will not be considered and summarily rejected. Vendors are, therefore, advised to submit their bids well on time.
- vi. **Bidder has to give all details mentioned in BOQ, failure of that the bid will be rejected summarily.**

6. Submission of tenders

The bidders must ensure that they submit the **on-line bids** within the scheduled closing date & time.

7. Late Tender:

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e- tendering system.

8. Alteration and Withdrawal of Tender

- i. The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be possible on the e-tender portal.

- ii. No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or modifies the tender during this period, it will result in forfeiture of the EMD furnished by the bidder in its bid.

9. Preparation of e-tenders

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid and Price Bid** that are to be uploaded in the prescribed formats in the e-tendering portal. The tender(s) shall only be submitted online as mentioned below:

I. Techno-commercial Bid shall comprise

- a. Fee Cover
 - i. **E-tender Processing fee of Rs.1180/-** (Rupees One thousand one hundred and eighty only) inclusive of 18% GST payment **receipt** duly self-attested and rubber stamped should be uploaded.
 - ii. Scanned copy in pdf format of **EMD receipt**.
- b. In the cover named “**Prequal**” the scanned copy in pdf format of the following documents are to be uploaded:
 - i. The **Bidder’s Profile** as per in **Section-V** must be downloaded duly filled signed and stamped and uploaded.
 - ii. **Tender Form** as in **Section-VI** must be downloaded duly filled signed and stamped and uploaded.
 - iii. **Copies of abridged Annual report of last 03 years** (Income tax return acknowledgement, Assets and Liabilities, Balance sheet and Profit & Loss Account) must be uploaded as a single PDF file
 - iv. Copy of Self Certified **GST registration certificate** and Copy of **PAN Card** must be uploaded as a single PDF file.
 - v. **Bank Details** (Beneficiary name, Bank name, Account number, IFSC code, Branch address on letterhead).
 - vi. **Check list** as in **Section-VII** in the prescribed format duly filled and signed must be uploaded.
- c. In the cover named “**Technical**” the scanned copy in pdf format of the following documents are to be uploaded:
 - i. **Copies of Supply orders/Completion certificate and other documents** in support of Eligibility condition.
 - ii. **Annexures(I&II) and forms(A-K)** in the tender document and any other document that the bidder wishes to submit as a single PDF file.
 - iii. A **file mentioning the list of centres as per Appendix A** must be uploaded as a single PDF file.

II. **Price Bid:**

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the accounting unit indicated in the e-tender document. **The bidder must quote for all the range of candidates given in the BoQ template. However, the evaluation will be based on total in figures in the BoQ template based on the weightage indicated.**

Upon award of work, the agency is required to submit split- up details of rate quoted per candidate

<u>Sl.No.</u>	<u>Details</u>	<u>Amount (Rs.)</u>
1	Infrastructural Price	
2	Examination Software	
3	Biometric	
4	WebCam	
5	CCTV Surveillance	
6	Jammer	
7	Stationery Charges	
8	Any other Charges:_____	
9	Any other Charges:_____	
TOTAL		

Also, institute has requirement of application portal for recruitment of posts based on interview, which involves receipt of applications & admit card generation for various posts (Conduct of computer based exam is not required). This would include providing of online application portal for receipt of applications for recruitment of various posts with modules such as online registration, query handling, admit card & report generation etc. Hence, upon selection, the agency is expected to perform the receipt of applications & admit card generation work for various posts as decided by JIPMER, Puducherry at the rate given in the split up details below.

Receipt of applications & admit card generation for various posts (Conduct of computer based exam is not required)

Rate Per Candidate (A)	Agency Charges per candidate (B)	Applicable GST	Total Cost per Candidate (A)+(B)

Rupees(In Words): _____

Note:

- i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price

Bid provided in prescribed formats and must not tamper with the contents of the sheets.

- ii) Bidders must ensure that the documents uploaded in pdf format are legible.
- iii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
- iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v) A bid, which does not fulfill any of the above requirements and/ or give evasive information/reply against any such requirement, shall be liable to be ignored.
- vi) Tender sent by fax/telex/cable shall be ignored.

10. Digital Signing of Tender

The tenderers shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

11. Tender currencies.

The tender shall be quoted only in INR.

12. Additional information and instruction on GST:

If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation, the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date.

13. Tender opening

- i. The Tender Inviting Authority will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- ii. Authorized representatives of the tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.
- iii. This being a Two-Bid Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority

with reference to parameters prescribed in the tender document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the service offered, delivery period, EMD and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price bids of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender.

14. Scrutiny and evaluation of tenders

A. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

B. Scrutiny of Tenders

- i. The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- ii. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iii. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- iv. The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
 - i. Tender validity is shorter than the required period (Offer is valid for a period of one year from acceptance of tender – Form J)
 - ii. Non-submission of EMD receipt or EMD exemption certificate.
 - iii. Non-submission of receipt of tender processing fee.
 - iv. Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
 - v. Failure to give demonstration on the mentioned date.
 - vi. Poor/ unsatisfactory past performance.
 - vii. Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
 - viii. Tenderer is not eligible as per tender conditions.
 - ix. Tenderer has not quoted for the range of candidates/ BOQ for the services quoted.
 - x. Non-submission of all details as per the **Annexures(I&II) and forms(A-K)** given in the tender document
 - xi. Non-submission of proforma for submitting technical bid along with

necessary details and enclosures

- xii. Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

15. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

16. Award of work

- i. The selection of the agency will be at the sole discretion of the JIPMER who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
- ii. The lowest bid will be evaluated as per BoQ on the basis of rate per candidate quoted by bidders in the quotation including taxes.
- iii. Upon evaluation of offers the decision on the award of contract will be intimated to the successful bidder.
- iv. The expected number of candidates given is only as an indication. The actual number of candidates may increase or decrease. No assurance is given that the quantity stated will actually be procured.

17. Code of Integrity in Public Procurement; Misdemeanours and Penalties

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts GCC-clause 15 (including the penalties prescribed therein) shall be considered to be part of this clause of GIT(even though it is note being reproduced here for the sake of brevity) and shall apply mutatis mutandis during the pre-award tender process.

18. Other instructions

- i. Details of past projects on CBT executed for different customers of the bidder, highlighting the technical & execution capability in conduct of CBT by the service provider should be signed and sealed by the bidder and the contact numbers of all such clients should be mentioned. JIPMER may also independently seek information regarding the performance from clients. Any wrong information, if provided, will be viewed as an attempt to mislead JIPMER, Puducherry Technical Evaluation Committee. Successful project completion Certificate from the competent authority of the customer may be furnished by the bidder

- along with the tender documents.
- ii. The service provider is advised to attach any additional information, which he thinks is necessary in regard to his/her capabilities to establish that the service provider is capable in all respects to successfully complete the envisaged work. He/she is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the Institute calls for it.
 - iii. **Incorrect or misleading information:** If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, JIPMER reserves the right to reject such a tender at any stage
 - iv. All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
 - v. Even though service provider may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.
 - vi. **Pre-Bid Meeting:** A pre-bid meeting will be held at JIPMER, Puducherry on **06.01.2025** at **10:30 a.m** to explain briefly about the requirements as well as the terms and conditions of the bid document.
 - vii. JIPMER reserves the rights to amend/modify any of the terms and conditions of the bid document.
 - viii. The Proposal and all correspondence and documents shall be written in English
 - ix. **ACCEPTANCE AND REJECTION OF BID:** JIPMER, Puducherry does not bind itself to accept the lowest or any other bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for JIPMER, Puducherry action.
 - x. If the bidder intends to use any third party tools or methodology or any proprietary tools, during the implementation of the CBT, for the purpose of the project, the bidder is required to confirm that there are no infringements of any Patent or intellectual and industrial property rights or copy rights as per the applicable laws of relevant jurisdictions.
 - xi. The Service Provider must have successfully executed similar project(s) on all India basis. The proof in form of work/contract/satisfactory client report shall be enclosed. (Service Provider's past achievement in this regard shall be considered for technical evaluation) **Note: Similar nature of work means online computer based tests (CBT) for recruitment of various posts and admissions to academic courses of a university formed under relevant Central/State Act in India**
 - xii. The organization should have in-house technical personnel to develop and maintain software and data used to conduct the exam and should follow well defined Software Change Management processes to manage changes in the software.
 - xiii. The agency should have capability to upload question paper after the encryption is done at the client location.
 - xiv. The agency should own the source code of the software being used for conduct & processing of CBT online examination. The organization should be able to make changes as required in any of the components of the software.
 - xv. The organization should comply with the defined software development cycle processes in the development and maintenance of the system used for conduct & processing of CBT online examination.

- xvi. The agency should follow defined software change management processes to manage changes in the software. Such a process would include change request management, impact analysis, change approval, change implementation, version control, version labeling, testing, QA certification and deployment into production.
- xvii. The agency must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- xviii. To ensure that Uninterrupted Power Supply (UPS) facility are available at each Test Centre to IT infrastructure and to ensure that Generator facility are available at each Test Centre and to ensure adequate Air-conditioning in labs for test.
- xix. The agency should have an in-house quality assurance and product testing professionals with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The organization should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
- xx. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for performance, security, usability, high availability, Business Continuity and disaster recovery.
- xxi. The agency should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long stress duration required of the system used to conduct the exam. Results of such performance test should be made available for each major release of the system used to conduct the exam.
- xxii. The agency should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- xxiii. Suitable emergency management plan toward any crisis situations for server management, node management, additional locations, candidate/applicant data. In case of failure of the system leading to failure of the examination, the whole examination will be conducted again with cost of the second examination to be borne by the agency concerned.
- xxiv. At any time before the submission of bids, JIPMER may amend the Tender document by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
- xxv. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by JIPMER.

Section-IV

GENERAL CONDITIONS OF CONTRACT

1. Price of goods/service

The rate quoted in the e-tender will be fixed for the whole contract period.

1. Technical Requirements and Scope of work

The Services to be provided by the supplier/agency under this contract shall conform to the technical specifications mentioned in “**Schedule of Requirements and Scope of work**” under **Section II**.

2. Terms of Delivery

- i. Agency shall be in position to provide the service within 30 days of issue of supply order. Please note that the time shall be the essence of the contract.
- ii. Any unexcused delay by the supplier in maintaining its contractual obligations towards rendering and performance of services shall render the supplier liable to any or all of the following sanctions:
 - a) Imposition of liquidated damages,
 - b) Forfeiture of its performance security and
 - c) Termination of the contract for default.

3. Liquidated Damages

If the supplier fails to provide services or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of services, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 8. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.

4. Performance Security

The Successful Bidder shall furnish performance security of 5% of the total order value as demanded by JIPMER, Puducherry valid up to 90 days after the date of completion of the contract. In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited.

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

obligations under the Contract. This shall be in addition to any other action/penalty taken by JIPMER, Puducherry for failure.

The Bidder has to deposit this security in the form of Bank Guarantee of a Nationalized Bank, in favour of the Director, JIPMER, Puducherry which is valid for the entire period. The Performance Security will be discharged by JIPMER and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations. Subject to the condition mentioned above the Performance Security will be released without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations and extension of time (with or without Liquidated Damages).

5. Standard of performance

The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to JIPMER. The Bidder shall always support and safeguard the legitimate interests of JIPMER, in any dealings with the third party.

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

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

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

6. Intellectual Property Rights

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

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

8. Confidentiality

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

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

9. Suspension

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

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

JIPMER may engage some other agency for the completion of suspended work, The Institute has the right to forfeit the caution deposit of the bidder for the default.

10. Payment Procedure

The contractor shall submit bill in triplicate upon satisfactory completion of work as mentioned in the scope of work. Bill must be raised based on the rate quoted in e-tender. Payment terms shall be as per GFR and the rules of the Institute. No advance payment will be considered. TDS will be deducted as per provision of Income Tax Act, GST Acts and other statutes as relevant.

11. Risk Clause

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. JIPMER reserves the right for termination of the contract at any time by giving 30 days written notice, if the services delivered are found to be unsatisfactory and also has the right to award the contract to the next higher bidder willing to supply the services at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JIPMER from the contractor’s Performance Security Deposit or pending bills or by raising a separate claim. The agency will also maintain a suggestion book at the all entrance examination centres for comments on the services rendered by it and hand over the same after signing in it to the institute representative, who would be posted there.

The agency shall meet institute representative regularly to take feedback regarding the security services.

The contractor shall not assign or sublet this Agreement or any part thereof to any third party without the previous approval of the Director/Dean (Academic) of this institute.

12. Consortium

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

13. Penalty Clause

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

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

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

If confidentiality is not maintained double the contract amount will be imposed as penalty besides criminal action will be taken as per laws of the land.

Any other penalty imposed by the Director, JIPMER as deemed fit.

14. Termination clause

a. During the period of agreement if it is found that the agency is not providing proper services, the JIPMER reserves rights to make the vendor forfeit the security deposit deposited with JIPMER or part thereof in favour of JIPMER and agreement will be terminated after giving 30 days' notice. Furthermore, in such situations, tender can be allotted to second lowest bidder and the difference in cost shall be recovered from the earlier vendor who is breach of the contract. In addition in case it is found that the supplier is charging by fraudulent means or indulging in criminal activities the contract will be terminated immediately. In case of any delay in execution of the assigned work, the Agency would be liable to pay penalties of this document. However, in case of regular delays, JIPMER would be entitled to cancel the agreement and in that case the agency will not be entitled to any amount payable to them under this contract.

b. In case of excessive errors and if JIPMER is of the view that the work has not

been performed satisfactorily and cannot be performed by the Agency, JIPMER at its discretion may terminate the agreement without any prior notice and in that case JIPMER would not be liable to pay any amount on any account to the agency.

c. If the work of the agency is not found satisfactory or any breach is noticed or any manipulation is reported to or noticed, JIPMER reserves the right to cancel the contract and / or forfeit performance guarantee submitted by the agency and / or to take legal action including black listing the agency, at any point of time during the period of contract without prior notice.

d. In case the contract is terminated with agency, JIPMER would be entitled to get the work done from any other firm/ agency or person and the bidder would be liable to hand over all data, other valuable information / reports, completed and incomplete work to JIPMER and will not object in any manner to the work being completed by any other agency for the purpose under this clause. Completion of work denotes satisfactory execution of all the items / modules as mentioned in the scope of work of this document.

e. The agency shall strictly comply with the terms and conditions of the agreement. In case of violation of any of the terms and conditions, the agreement shall be liable to be cancelled immediately and the performance guarantee shall also be forfeited and the agency will not be entitled to any amount payable to them under this contract.

15.1 Code of Integrity

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

1. **“Corrupt practice”** - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;
2. **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a tender process or to secure a contract or in the execution of the contract;
3. **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
4. **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
5. **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;

6. **“Obstructive practice”** - materially impede procuring entity’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 coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;

15.2 Obligations for Proactive Disclosures:

Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity. Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

15.3 Misdemeanours and Penalties

The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) commits any of the following misdemeanours:
 - a) violates the code of Integrity mentioned in GCC-clause 15.1 or or the Integrity Pact if included in the Tender/ Contract;
 - b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by ‘Bid Securing Declaration’.
- 2) commits any of the following misdemeanours:
 - a) has been convicted of an offence:
 - (i) under the Prevention of Corruption Act, 1988; or
 - (ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
 - b) is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
 - c) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

15.4 Penalties for Misdemeanours

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity

concludes that a (prospective) bidder/ contractor directly or through an agent has committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

15.4.1 if his bids are under consideration in any procurement

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

15.4.2 if a contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate)

15.4.3 Remedies in addition to the above:

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this subclause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a bidder/ contractor from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm. In the case of Joint Venture/ consortium, all its members shall also stand similarly debarred:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 15.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.

- b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 15.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).

16. Accountability

The Contractor has to get satisfactory certification from Institute Representatives who will be nominated to each center as per the directions received from the Competent Authority. The contractor is liable for the fullest execution of the contract both work-wise as well as manpower-wise.

17. Dispute Settlement

It is mutually agreed that all differences and disputes arising out of or in connection with this agreements shall be settled by mutual discussions and negotiations if such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole Arbitrator/ Arbitrators as per Conciliation and Arbitration Act 1996, appointed by the Competent Authority/ Director, JIPMER, whose decision shall be final and binding on both the parties.

18. Conflict of Interest

The Agency shall not have conflict of interest. The selected agency shall not engage in activities that conflict with the interest of the Institute under the Contract and shall be excluded from the continuation of the services under the contract.

19. Agreement

Agency would be required to sign an agreement as per the format of JIPMER. 8. The entire work is of a time bound nature, and the company will have to execute work as per the agreed schedule. The successful bidder should give acceptance /consent within one week from the date of issue of work order. Otherwise the work order will be given to next bidder as per the sequence of list prepared by the Committee.

20. Jurisdiction of the courts

Jurisdiction of the courts for settlement of disputes: - Jurisdiction for the settlements of disputes if any is Puducherry only.

In above mentioned conditions Director JIPMER reserves all the rights.

Section-V

BIDDER'S PROFILE

This form duly filled and signed by authorized representative of the bidder and the scanned copy must be uploaded online

1.	Name & Designation of the contact person	
2.	Name and Address of the Tenderer	
3.	Phone No a) Land line number (functional between 9 am and 5 pm)	
4.	Mobile No of contact person (available from 9 am to 6 pm)	
5.	Email ID of the Tenderer	
6.	Email ID of the contact person	
7.	Branch office in Chennai/ Puducherry or any other place (complete address must be written)	
8.	Representative Name	
9.	Representative contact no.	

If there is any change in the above details, I will immediately intimate you by speed post or fax or email

I.....hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms and conditions of the tender and shall abide by the rules,

Signature
(Name and Designation & Seal)

Dated:

NB: This form must be duly filled in by an authorized person

SECTION-VI
TENDER FORM
(On Firms' Letter Head)

To
The Director
JIPMER, Puducherry 605006

Date: _____

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC, Special Conditions of Contract”, for due performance of the contract.

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same (Strike out what is not applicable). In case there are Turnkey works to be carried out this bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We agree to keep our tender valid for acceptance as required in the GIT, Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities in the last 7 years.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us subject to modifications, as may be mutually agreed to between us and indicated in the letter of acceptance of my/our offer for this work.

(Signature with date)
(Name and designation)

Duly authorized to sign tender for and on behalf of

Section-VII

CHECK LIST FOR SUBMISSION OF TENDER

(To be filled by the tenderer and submitted along with the bid)

Sl.No	Documents to be submitted	Submitted	Not submitted	Remarks
1	Copy of Registration of the Firm			
2	Copy of Registration Certificate of EPF			
3	Copy of Registration Certificate of ESI			
4	Copy of Labour License			
5	Copy of Service Tax Registration			
6	Copy of PAN/TAN/GSTIN Card			
7	Certificate Regarding the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India.			
8	Approach & Methodology of this Project			
9	Quality & Security Certification Details (ISO. CERTIN & SEI-CMMi Level etc.)			
10	Financial capability information			
11	Details of similar projects completed works during last three years			
12	Copies of work order under execution or completed			
13	Copy of Performance/Client Report			
14	Copy of Details regarding technical and Administration manpower to be employed for this project work			
15	Infrastructural availability for the work			
16	Conduct of at least one Indian Professional Competitive Examination for an institute of national importance(INIs)/ Medical Universities on CBT mode in Multiple cities			
17	List of test centers in prominent cities where the Agency has conducted similar tests with validated nodes/computers, requisite hardware/software, appropriate technology, unbridled connectivity, trained proctoring staff etc.			
18	Tender Form			
19	Tender document Fee (SBI-Collect transaction ID, date & Name of the Bank)			

20	Earnest Money Deposit (DD No, date & Name of the Bank)			
21	Notarized affidavit accepting the terms and condition of the Tender			
22	Any other document(s) enclosed (To be specified)			

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the owner/
Managing Partner/Director

Name:

Seal:

Date:

Place:

DECLARATION BY THE CONTRACTOR

DECLARATION

1. I, Son/Daughter of
Shri.
..... Proprietor / Partner/ Director/Authorized Signatory
of competent to sign this declaration and execute this tender
document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my
acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best
of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information /
fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under
appropriate law.

Full Name of Agency with address

Place:

Signature of Agency with date

Date:

Seal of Establishment

NB: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

PROFORMA FOR SUBMITTING TECHNICAL BID

S.N.	Particulars	To be filled in by the Agency
1	Name of the Agency	
2	Date of establishment of the agency	
3	Detailed office address of the Agency with Office Telephone Number,	
4	Contact Person/s with Mobile no.	
5	Valid E-mail ID	
6	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act 1970. (Copies of all certificates of registration to be enclosed.)	
6	PAN/TAN/GSTIN Number (copy to be enclosed)	
7	Labour License Number (copy to be enclosed)	
8	Service Tax Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	
10	ESI Registration Number (copy to be enclosed)	
11	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard.)	
12	Quality & Security Certification Details (ISO & SEI-CMMi Level etc.)	
13	Do you own the complete source code of Application software used for complete online examination process (including test delivery system)? (If yes, provide the language/platform used and Number of releases and latest release number)	Form-A Enclosed/Not Enclosed

14	Financial capability information	Form-B&C Enclosed/Not Enclosed
13	Details of similar projects completed works during last three years	Form-D Enclosed/Not Enclosed
14	Details of work under execution or completed	Form-E Enclosed/Not Enclosed
15	Performance/Client Report of work referred in Form D & E	Form -F Enclosed/Not Enclosed
16	Details of technical and Administration manpower to be employed for this project work	
17	Infrastructural availability for the work	Details to be enclosed
18	Conduct of at least one Indian Professional Competitive Examination on CBT mode in Multiple cities as well as capacity of minimum 20000 candidates in a single shift.	Related work order to be enclosed
19	List of test centres in prominent cities where the Agency has conducted similar tests with validated nodes/computers, requisite hardware/software, appropriate technology, un-bridled connectivity, trained staff etc.	Related work order to be enclosed
20	Approach & Methodology of this Project	Details to be enclosed
21	Tender form and Tender document Fee (DD No, date & Name of the Bank)	
22	Earnest Money Deposit/Security Deposit (DD No, date & Name of the Bank)	

Place & Date:

(Signature of the M.D or Authorized Person of the agency, with seal)

SOFTWARE CAPABILITIES OF ORGANIZATION

S. No	Names & Addresses of Centers/Units, independently engaged in Software Development work	Level of Certification of Software Capability Maturity Model (SW-CMMi level)	Level of Certification of other equivalent systems of assessing software capabilities	
			Name of Certifying organizations	Level of certification

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

Particulars of Authorization of person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person:

Name, Designation &

Address of the person authorizing him/her for signing the document:

Type/form of the issued authority (whether power of attorney/Authorization letter etc.):
(Please enclose the original authorization document.)

Form-B

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial years are given below and certified that the statement is true and correct (A copy of Income Tax report/Audit report for each year to be enclosed)

Sl. No.	Year	Turnover in Crores (Rs.)
1.	2021/2022	
2.	2022/2023	
3.	2023/2024	

Total - Rs. _____ Crores.

.....
Average Turn Over per annum

Rs. _____ Crores.

Dated:
Seal:

Signature of Auditor / Chartered Accountant
(Name in Capital)

FINANCIAL CAPABILITY INFORMATION

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

FINANCIAL YEAR				
Sl.	Details	(1) 2021-22	(2) 2022-23	(3) 2023-24
i)	Gross annual turnover similar works.			
ii)	Profit/Loss			
iii)	Financial Position: a) Cash b) Current Assets c) Current Liabilities d) Working Capital (b-c) e) Current Ratio: Current Assets/Current Liabilities (b/c)			

II. Up to date Income Tax Clearance Certificate.

III. Certificate of financial soundness from Bankers of Service provider as on 31.03.2024.

IV. Financial arrangements for carrying out the proposed work.

Note: Attach additional sheets, if necessary.

Dated:
Seal:

**Signature of Auditor / Chartered
Accountant
(Name with seal)**

DETAILS OF SIMILAR PROJECTS EXECUTED DURING LAST 5 YEARS.

Sl. No.	Name of Project & Location	Cost of Project	Name, Designation and Address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5

**Place:
Date:**

**Signature of Agency with date
Seal of Establishment**

PROJECT UNDER EXECUTION OR COMPLETED

Sl No	Name of Project & Location	Cost of Project	Name, Designation and Address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5

**Place:
Date:**

**Signature of Agency with date
Seal of Establishment**

PERFORMANCE REPORT OF PROJECT REFERRED IN FORM - C & D

(Furnish this information for each individual project from the Employer for whom the work was executed)

- 1. Name of Project and Location**
2. Agreement No:
3. Estimated Cost:
4. Tendered Cost:
5. Performance Reports/ assessment by clients
 - a) Quality of Work: Excellent/ Very Good/ Good / Fair
 - b) Resourcefulness: Excellent/ Very Good/ Good/ Fair

Place:
Date:

Signature of Agency with date
Seal of Establishment

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE PROJECT

Sl. No	Designation	Total number of Employees in that Category	Name	Qualification	Professional Experience and details of projects carried out	In what capacity these would be involve in this work	Remark
1	2	3	4	5	6	7	8

Place:
Date:

Signature of Agency with date
Seal of Establishment

METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please write a brief Note:

Note: The Bidder should furnish a brief note covering the broad methodology and execution plan in order to perform the assignment prescribed in this tender document.

Signature of M.D. (or) Authorized person

DECLARATION

I _____ do hereby declare that our firm is not black listed by Govt. of India / by any other State Govt. / Union Territory/ any University/any Institute setup under any Act of the Parliament of India/ State Legislature. Also, I declare that no criminal cases or enquiries are pending against the firm.

Signature of M.D. (or) Authorized person

DECLARATION

I/We..... do hereby declare that the proposed solution is exclusively owned by me. I/We shall keep my offer open for acceptance for a period of One year i.e. twelve months from the date of acceptance of tenders and in the event of my offer being accepted, I/We shall abide by the Terms & Conditions and shall execute the Agreement as prescribed in the Tender Schedule

Signature of M.D. (or) Authorized person

INTEGRITY PACT

**(To be executed on plain paper and submitted along with technical bid/tender documents.
To be signed by the bidder and JIPMER.)**

Tender No./ xxxx; Tender Title: _____

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 202__ at _____, India.

BETWEEN

Jawaharlal Institute of Postgraduate Medical Education and Research (JIPMER), Puducherry hereinafter referred to as “The Principal”. which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

_____ hereinafter referred to as “The ‘Consultant’”, which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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, regulations, economic use of _____ and of fairness/transparency in its relations with its Consultant(s) and/ or ‘Consultant’(s).

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

Action 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 procurement 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 personal is not legally entitled.
 - b) The Principal will during the procurement process treat all Consultant(s) with equity and reason. The Principal will in particular, before and during the procurement process, provide to all Consultant(s) the same information and will not provide to any

Consultant(s) confidential/additional information through which the Consultant(s) could obtain an advantage in relation to the 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 ‘Consultant’

1. The ‘Consultant’ commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the procurement process and during the contract execution.
 - a. The ‘Consultant’ will not, directly or through any other persons or firm, offer promise or give to any of the Principal’s employees involved in the procurement 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 or during the execution of the contract.
 - b. The ‘Consultant’ 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 ‘Consultant’ will not commit any offence under the relevant IPC/PC Act; further the ‘Consultant’(s)/Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents 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 ‘Consultant’ of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the ‘Consultant’ of Indian Nationality shall furnish the name and address of the foreign principals, if any. All the payments made to the India agent/representative have to be in Indian Rupees only.
 - e. The ‘Consultant’ will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The ‘Consultant’(s)/Contractor (s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision on the matter.
2. The ‘Consultant’ 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 contract

If the 'Consultant', before award or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the 'Consultant' from the procurement process or to terminate the contract, if already signed, for such reasons.

Section 4 : Compensation for Damages

1. If the Principal has disqualified the Consultant(s) from the procurement 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 Section3, or if the Principal is entitled to terminate the contract according to Section3, 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. Consultant 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 other public sector enterprise in India that could justify his exclusion from the Procurement process.
2. If the consultant makes incorrect statement on this subject, he can be disqualified from the procurement process and appropriate action can be taken including termination of the contract, if already awarded, for such reason.

Section 6: Equal treatment of all Consultants / Contractors / Sub -contractors.

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

Section 7: Criminal charges against violation Consultant(s) / Contractor(s) / Sub-contractors(s).

If the Principal obtains knowledge of conduct of a 'Consultant'(s)/ Contractor(s) 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/Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval of 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.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor will have access to all contract documents, whenever required. It will be obligatory for him to treat the information and documents of consultants /contractors as confidential. He reports to the Director, JIPMER.
3. The 'Consultant' 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 request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
4. The Monitor is under contractual obligation to treat the information and documents of the 'Consultant'/Subcontractor(s) 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, JIPMER and recuse himself/herself from the 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.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he 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.
7. The Monitor will submit a written report to the Director, JIPMER within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on BFL Board.
9. If the Monitor has reported to the Director, JIPMER, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, JIPMER has not, within the 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.
10. The word "Monitor" word include both singular and plural.

Section 10 : Pact Duration

This pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract, and for all other Consultant 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the Consultants 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 discharged/determined by Director

of JIPMER.

Section 11: Other Provisions

- This agreement is subject to Indian Law. Place of performance and jurisdiction is the registered office of the Principal i.e. Puducherry.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 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.
- Issues like Warranty/Guarantee etc. shall be outside the purview of the IEMs.
- In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of 'Consultant')

(Office Seal)

(Office Seal)

Place _____ Date _____

Witness 1 :
(Name & Address)

Witness 1 :
(Name & Address)

Witness 2 :
(Name & Address)

Witness 2 :
(Name & Address)

APPENDIX – A

Tentative list of Examination cities

Sl. No.	Exam City
1	Ahmedabad
2	Bengaluru
3	Bhubaneswar
4	Chennai
5	Kolkata
6	Bhopal
7	Mumbai
8	New Delhi
9	Puducherry
10	Thiruvananthapuram
11	Vijayawada
12	Indore