



SOUTH ASIAN UNIVERSITY



# Request For Proposals For Computer Based Testing services

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**REQUEST FOR PROPOSALS**

RFP NO. ICT/RFP/0111201801

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**South Asian University**  
(a University established by SAARC nations)

[www.sau.int](http://www.sau.int)

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## 1. Data Sheet

| Reference      | Description   |
|----------------|---|
| 3.6<br>3.7     | <p><b>Proposal Submission:</b> This is a single bid enquiry for which both technical and financial bids in prescribed format along with the specified supporting documents may be sent to <i>The Registrar, South Asian University, Chanakyapuri, New Delhi 110 021</i> inside a sealed cover before the Proposal Due Date mentioned below. The sealed cover should be properly labelled as “Response to RFP No: ICT/RFP/0111201801 – Request For Proposals For Computer Based Testing services”</p> <p>For detailed Tender Documents / Details / downloads and for any other correction / amendments / modification / extension till the last date of submission of bids, please visit websites: <a href="http://www.sau.int">http:// www.sau.int</a> or <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a></p> |
| 3.3            | <p><b>Clarifications:</b> Bidders may seek clarification(s) on this RFP document up to 2 days before the proposal due date specified below. Any request for clarification must be sent via electronic email (as an editable spreadsheet document attachment) to SAU addressed to: <i>Registrar, South Asian University</i> at <a href="mailto:registrar@sau.int">registrar@sau.int</a></p>  |
| 3.5            | <p><b>Bid Security (EMD):</b> of Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the commercial banks must be submitted by bidders along with their proposals.</p>   |
| 3.6(c)         | <p><b>Proposal Validity:</b> The proposal submitted by the bidder shall be valid for 90 (ninety) calendar days from the Proposal Due Date.</p>  |
| 2(d)<br>3.7(f) | <p><b>Proposal Due Date:</b> The last date of submission of Proposals, i.e., Proposal Due Date, is 27 November 2018 before 3:00 pm (IST). Proposals shall be opened the same day at 3:30 pm (IST) in the presence of vendor representatives who choose to attend.</p>   |

## 2. Background Information

- (a) The South Asian University (SAU) invites responses (“Tenders”) to this Request for Proposals (“RFP”) from experienced computer based test (CBT) delivery service providers (“Bidders”) for carrying out CBT services for the University as described in the “Scope of Work” in this RFP.
- (b) All clarifications / corrigenda / extensions will be published only on the SAU website and/or eProcurement site. The website for accessing the information related to this RFP is: <http://www.sau.int> (the “SAU Website” or “University Website” or “Official Website”). [Note: From the “Home” page access the “Tenders” section to access all the uploaded documents related to this RFP.]
- (c) The bid documents can be seen and downloaded from the SAU website or the “eProcurement site” viz <http://www.eprocure.gov.in> free of cost.
- (d) Proposals must be received not later than deadline mentioned in the Data Sheet.

### 3. Instructions to Bidders

#### 3.1. General

- (a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the scope of work.
- (b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by SAU on the basis of this RFP.
- (c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of SAU. SAU may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the SAU .

#### 3.2. Compliant Tenders / Completeness of Response

- (a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentation specified in this RFP

#### 3.3. Clarifications & Amendment of RFP Document

- (a) Bidders may submit queries for clarification in the following format as an editable text file via email as specified in the Data Sheet:

| S.No. | RFP Reference<br>(Clause & Page No.) | Content of RFP<br>Requiring Clarification | Points of<br>Clarification |
|-------|--------------------------------------|---|----------------------------|
|       |                                      |   |                            |
|       |                                      |   |                            |
|       |                                      |   |                            |

- (b) Bidders may seek clarification on this RFP document no later than the date specified in the Data sheet. The SAU reserves the right to not entertain any queries post that date. The bidders are requested to submit an editable text file of the queries through email to the SAU office as mentioned in the Data Sheet.
- (c) At any time before the submission of Proposals, SAU may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP documents by an amendment. All amendments / corrigenda will be posted only on SAU's Official Website or eProcurement site noted above. In order to afford the bidders a reasonable time for taking an amendment into account, or for any other reason, SAU may at its discretion extend the Proposal Due Date.

- (d) Any corrigenda / clarifications posted on the Official Website and/or eProcurement site shall be deemed to be incorporated into this RFP.

### **3.4. Right to Reject any or all Proposals**

- (a) Notwithstanding anything contained in this RFP, SAU reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (b) Without prejudice to the generality of above, SAU reserves the right to reject any Proposal if:
  - i. at any time, a material misrepresentation is made or discovered, or
  - ii. the Applicant does not provide, within the time specified by SAU, the supplemental information sought by SAU for evaluation of the Proposal.
- (c) Misrepresentation / improper response by the bidder may lead to the disqualification of the bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking bidder gets disqualified / rejected, then SAU reserves the right to consider the next best bidder, or take any other measure as may be deemed fit at the sole discretion of SAU, including annulment of the Selection Process.
- (d) SAU makes no commitments, express or implied, that this RFP process will result in a business transaction with anyone.

### **3.5. Bid security / Earnest Money Deposit (EMD)**

- (a) Bid Security (EMD) of amount specified in the Data Sheet in favour of *South Asian University* in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks is required to be submitted by each bidder (the "Bid Security").
- (b) Any proposal submitted without EMD, mentioned above, will be summarily rejected.
- (c) EMD of all unsuccessful bidders will be refunded by SAU. The EMD, for the amount mentioned above, of successful bidder will be returned upon submission of Performance Bank Guarantee as per the format provided in this RFP.
- (d) SAU will not be liable to pay any interest on bid security deposits.
- (e) SAU will be entitled to forfeit and appropriate the bid security as mutually agreed loss and damage payable to SAU in regard to the RFP without prejudice to SAU's any other right or remedy under the following conditions:
  - i. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP;
  - ii. If a bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the bidder;
  - iii. In the case of the selected bidder, if the selected bidder fails to sign the contract or provide the Performance Security within the specified time limit, or
  - iv. If the bidder commits any breach of terms of this RFP or is found to have made a false representation to SAU.

### 3.6. Preparation of Proposal

- (a) The bidder shall be responsible for all costs incurred in connection with participation in this RFP process. SAU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (b) Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. SAU will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- (c) The Proposal shall be valid for a period of not less than 90 (ninety) days from the Proposal Due Date.
- (d) Power of Attorney for Authorised Representative shall be furnished as per the format available in the RFP.
- (e) Proposals are to be prepared and submitted in two parts; viz. Technical Proposal and Financial Proposal. While preparing the Technical Proposal, Coverage and emphasis shall be as per Technical Evaluation Criteria described later. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- (f) Typed proposals prepared for submission shall be signed by an Authorised Representative of the bidder who shall initial each page, in **blue ink**. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.
- (g) While preparing the Financial Proposal, bidders are expected to take into account the various requirements and conditions stipulated in this RFP document. All the costs associated with the Assignment shall be included in the Financial Proposal and must be tax exclusive. Taxes must be indicated separately. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and is liable to be rejected.
- (h) Bidders shall express the prices in Indian Rupees only.
- (i) The proposal should be prepared as per the submission forms prescribed in this RFP.

### 3.7. Submission, Receipt and Opening of Proposals

- (a) The bids shall be submitted in a single sealed envelope, superscripted "Response to RFP No: ICT/RFP/0111201801 – Request For Proposals For Computer Based Testing services" and sent to the address mentioned in the Data Sheet. This "submission envelope" should contain
  - i. The EMD instrument
  - ii. One properly bound and paginated set of printed original proposal documents – Technical Proposal.
  - iii. Financial bid as per required format – Financial Proposal.

- (b) Technical proposal shall consist of supporting proofs and documents as required by the eligibility criteria.
- (c) Bidder shall submit all the required documents as mentioned herein. It should be ensured that various formats mentioned in this RFP are adhered to and no changes in the format should be made.
- (d) The submission envelope should indicate clearly the name, address, telephone number & Email ID of the bidder.
- (e) The technical proposal should be a complete document and should be bound as a volume. The document should be page numbered, must contain the list of contents with page numbers and shall be initialed by the Authorized Representative of the bidder.
- (f) No proposal shall be accepted after the closing time for submission of Proposals as mentioned in the Data Sheet.
- (g) Both Technical & Financial bids shall be opened on the Proposal Due Date.
- (h) All pages of the Technical Bid/Proposal shall be numbered sequentially. The first page shall be the table of contents (as per Form 1) and the last page shall be the Page Numbering Certificate (as per Form 8). Various documents & forms required in the Technical Proposal are as indicated below:

|        |   |
|--------|---|
| Form 1 | Technical Proposal Index                                    |
| Form 2 | Power of Attorney for Authorized Representative             |
| Form 3 | Technical Proposal Submission Form                          |
| Form 4 | Certificate of Financial Turnover from Chartered Accountant |
| Form 5 | Self Certifications   |
| Form 6 | Format for Eligibility Experience                           |
| Form 7 | Organization Details  |
| Form 8 | Page Numbering Certificate                                  |
| Form 9 | Bank Guarantee* of any Scheduled Bank against EMD           |

\*or Demand draft/Pay order or Banker's Cheque/Fixed Deposit Receipt of a Scheduled Bank – original to be submitted along with bid before the proposal due date.

### 3.8. Proposal Evaluation

#### 3.8.1. Initial Scrutiny

Prior to evaluation of Proposals, SAU will determine whether each Proposal is responsive to the requirements of the RFP. SAU may, at its sole discretion, reject any Proposal that is not responsive hereunder. Initial Bid scrutiny will be held and Proposal will be treated as non-responsive if it is :

- Submitted without EMD
- Not submitted as specified in the RFP document
- Received without the Letter of Authorization (Power of Attorney)
- Submitted with incomplete information or subjective / conditional / partial offers
- Submitted without the documents requested
- Non-compliant of any of the clauses stipulated in the RFP
- With lesser validity period than required in the RFP

#### 3.8.2. Eligibility Criteria

After initial scrutiny, responsive bids will be evaluated against the following eligibility criteria:

| S.No. | Basic Requirement            | Specific Requirement  | Documents Required  |
|-------|------------------------------|---|---|
| 1.    | Sales Turnover from Services | Average Annual Turnover during the last three financial years ending March 2018 should be at least Rs. 2 Crores that is generated from services.  | Form 4<br>(There is no need to upload the entire voluminous balance sheets) |
| 2.    | Presence                     | Bidder must have capability of delivering tests across all eight SAARC nations.   | Form 5  |
| 3.    | Experience                   | <p>Bidder must have successfully undertaken at least the following numbers of CBT engagement(s) in the last three years, of value specified herein :</p> <ul style="list-style-type: none"> <li>• One project of similar nature of value not less than Rs 50 lakhs; OR</li> <li>• Two projects of similar nature of value not less than Rs 30 lakhs each; OR</li> <li>• Three projects of similar nature of value not less than Rs 25 lakhs each</li> </ul> <p><u>Note:</u> "similar nature" above implies work related to CBT services</p> | Form 6  |
| 4.    | Test Software                | The bidder's examination software should provide a secured lock-down feature and ensure that candidate does not have access to any third party controls in the delivery workstations.   | Form 5  |
| 5.    | Legal Entity                 | The bidder should be a Company registered under the Companies Act, 1956 for the last five years and should be in operation for the last five years.   | Form 6, Form 7  |
| 6.    | Blacklisting                 | A self certified letter on original letter head of the bidder, with signature and stamp of the authorized signatory of the bidder, that the bidder has not been blacklisted by any Central / State Government body or Public Sector institution or is under a declaration of ineligibility for corrupt or fraudulent practices as on proposal submission date.  | Form 3  |



### 3.8.3. Technical Evaluation

Only those bidders who meet the eligibility requirements will be considered as qualified to move to the stage of Technical evaluations. In this stage, eligible bidders will be technically evaluated on the following criteria:

| S.No. | Criteria  | Max. Score |
|-------|---|------------|
| 1.    | Average Services turnover during the last three financial years [each additional INR one crore above INR 2 crores will be scored 4 points subject to a maximum of 12 points]  | 12         |
| 2.    | Data center of bidder is ISO certified -- ISO 9001, ISO/IEC 27001, ISO 14001, ISO 22301 ISO 20000-1 & 27000 Certification <sup>(a)</sup> [2 points for each valid certificate]  | 12         |
| 3.    | Bidder owns an ISO certified Tier 3 data centre <sup>(c)</sup>  | 10         |
| 4.    | Bidder has successfully executed computer based exams with a total minimum of 50000 candidates scheduled/appeared in a year across SAARC in the last 3 years <sup>(b)</sup> for academic entrance or recruitment or certification. <sup>(c)</sup>   | 12         |
| 5.    | Number of CBT service contracts <sup>(b)</sup> of annual value $\geq$ Rs. 25 lakhs executed in the last three years: <ul style="list-style-type: none"> <li>• <math>\leq</math> 3 service contracts (2 points)</li> <li>• <math>&gt;</math> 3 service contracts (2 points for each contract subject to a maximum of 10 points)</li> </ul>   | 10         |
| 6.    | Running CBT service contracts <sup>(b)</sup> of annual value $\geq$ Rs. 50 lakhs (6 points for every other running service contract subject to an overall maximum of 30 points)   | 20         |
| 7.    | Successfully executed at least one CBT services contract under a single purchase order having annual value of Rs 1 Crore or more in last 3 years <sup>(b)</sup>   | 14         |
| 8.    | Bidding company has been in existence and operating for 10 or more years. <ul style="list-style-type: none"> <li>• 5 points for completing 10 years and 1 point for each year of existence beyond 10 years, subject to a maximum of 10 points.</li> <li>• Bidder must provide company registration certificate and one relevant PO copy that is dated 10 or more years in the past from proposal due date.</li> </ul> | 10         |

(a) Provide valid and current certificate copy (b) Include this in FORM 6 (c) Self-certify

A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of this RFP document or if it fails to achieve the minimum technical score.

Bidders, whose bids are responsive, fulfil the eligibility criteria and have a technical score of at least 60 will be considered technically qualified and only their financial bids will be evaluated thereafter. Price Bids of such technically qualified eligible bidders alone shall be considered. In case sufficient number of bids do not technically qualify; SAU may, at its discretion, lower the qualifying technical score appropriately.

### 3.8.4. Financial Bid Evaluation

(a) The format for submitting financial bids is as per Form 11.

- (b) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. The evaluation shall exclude applicable taxes. The bidder who submits the lowest financial bid will be considered to be the L1 bidder and shall be called for further process leading to the award of the assignment and shall be the “successful bidder”.
- (c) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- (d) Any conditional bid would be rejected
- (e) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between words and figures, the amount in words will prevail”.

### 3.9. Award of Contract

- (a) SAU will award the Contract to the Successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.
- (b) The engagement Contract will be awarded on year-to-year basis and shall be valid for FIVE YEARS from the date of engagement with the Successful Bidder. The Contract will be subject to annual review of performance of the Successful Bidder by SAU. It shall be the sole discretion of SAU to extend the engagement contract on year-to-year basis, subject to satisfactory performance of the Successful Bidder.
- (c) The notification of award & acceptance thereof by the successful bidder will constitute the formation of a contract. Upon the successful bidder's furnishing of Performance Security, SAU will notify each unsuccessful bidder and return their EMD.
- (d) SAU is not bound to accept the lowest or any tender or to assign any reason for non-acceptance. SAU reserves the right to accept the tender either in full or in part. Conditional tenders will be rejected outright.
- (e) SAU reserves the right to place an order for the full or part of the quotations under any items of work mentioned in the scope of work.

### 3.10. Performance Security / Guarantee

- (a) Performance Security / Guarantee in favour of *South Asian University* equivalent to 10% of the total cost of the work awarded shall be furnished by the successful bidder in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks within 15 days from the Notification of award.
- (b) The Performance Security must be valid for a period extending up to two months beyond the date of completion of all contractual obligations of the successful bidder. If & when service engagement is extended, the PBG must be renewed for the extended period plus two months.
- (c) In case the selected bidder fails to submit performance guarantee within the time stipulated, SAU at its discretion may cancel the order placed on the selected bidder without giving any notice. SAU shall invoke the performance guarantee in case the successful bidder fails to discharge its contractual obligations during the period or SAU incurs any loss due to

successful bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

- (d) No interest will be payable by SAU on the Performance Guarantee.

### **3.11. Fraudulent & Corrupt Practices**

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. SAU will reject a proposal if it determines that the Bidder recommended for award has directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

### **3.12. Delay in Bidder's Performance**

- (a) Notwithstanding SAU 's right to cancel the order, liquidated damages (LD) for late delivery at 0.5% (half per cent) of the order value per day will be charged for every day's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- (b) SAU reserves it's right to recover these amounts by any mode such as adjusting from any payments to be made by SAU to the bidder. Liquidated damages will be calculated on per day basis.
- (c) Undue delay by the Bidder in the performance of it's contract obligations during implementation or support shall also render the Bidder liable to any or all of the following sanctions:
- i. Forfeiture of its security deposit.
  - ii. Termination of the Contract for default.

### **3.13. Resolution of Disputes**

Any difference, question, claim, controversy, disagreement or dispute arising from or relating to this Agreement shall be settled amicably through direct and good faith negotiations/consultations between the parties, recognizing their mutual interest and endeavouring to reach a mutually satisfactory solution.

If a dispute is not resolved amicably within 30 days, the dispute shall be referred to arbitration. The arbitrators selected by each party within 15 days of the referral of the matter to arbitration shall appoint a third arbitrator within 10 days of their appointment. If they are unable to do so, the third impartial arbitrator shall be appointed by the President of the South Asian University.

The place of the arbitration shall be New Delhi.

The parties shall bear the costs of the arbitration as determined by the arbitrators.

The Award of the arbitrators shall be final and binding on the parties. The parties undertake to comply with the award without delay. If the Implementer fails to comply with the award, SAU may terminate the Agreement by giving a 30-day notice to the Implementer and/or resort to any other available remedy.

### **3.14. Scope of Work**

- I. Customized exam forms/pool and test content publishing/upload. The test items / questions shall be provided by SAU.

- II. Creating & hosting a customized online system for student registration & scheduling of examinations with a customer support desk.
- III. There will be a testing window of about two weeks, during which re-takes would be permitted. Seven entrance tests for masters programmes and a similar number of tests for entrance to doctoral programmes shall be delivered.
- IV. The entire testing lifecycle with readying content for publishing, examinee registration, fee collection, test delivery & reporting must follow well-established best-practices prevailing in the industry including the ability to customize any part as per needs of the University.
- V. The delivery workstation should not require Internet connectivity during exam.
- VI. Exam delivery workstation should be “locked down” and the candidate should not have access to the local file system or the Internet during exam delivery.
- VII. There should be total power backup at the test center to avoid any test disruption. In the event of a power-outage that affects the delivery workstation(s), the exam should resume exactly where it left off when the power returns.
- VIII. In the event of a violation of the test centre rules or any other candidate misconduct or security breach, invigilators must be trained to intervene in a sensitive and efficient manner. Evidence relating to the incident must be retained, interviews undertaken, and a detailed report submitted.
- IX. There should be a well-defined process on how to respond to and manage security breaches
- X. Test centres must adhere to strict quality and security standards. Key facilities requirements include: An environment that is clean, quiet, comfortable, smoke-free and conducive to testing; Parking and/or access to public transportation; Disabled access in compliance with local regulations; A separate candidate check-in and waiting area; Lockable storage for personal belongings.
- XI. The service provider must provide a business intelligence portal that will provide SAU with a high-level snapshot of key programme information.

### **3.14.1. Deliverables & Timelines**

The Bidder should complete the test development, delivery and reporting as per pre-agreed formats & schedule of the University.

### **3.15. Prices & Payment Terms**

- (a) The bidder shall quote for complete testing lifecycle up to and including communication of results.
- (b) The South Asian University is an International Organization declared by the Central Government in pursuance of Section 3 of the United Nations (Privileges and Immunities) Act, 1947 (46 of 1947) and is therefore entitled to claim refund of Goods and Services Tax (GST) paid on the procurement of Goods and/ or Services. Therefore, any invoice raised should be in conformity with the various provisions of respective GST Acts.
- (c) Payment for services shall be made within 30 days of completion of work to the complete satisfaction of the University.

### **3.16. Termination Clause**

SAU reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by SAU under the following circumstances:

- (a) The selected bidder commits a breach of any of the terms and conditions of the bid.

- (b) The bidder goes into liquidation, voluntarily or otherwise.
- (c) An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- (d) If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension, if any allowed, it will be a breach of contract. SAU reserves its right to cancel the award of work in the event of delay and the bidder shall forfeit the bid security as liquidated damages for the delay.
- (e) If deductions on account of liquidated damages exceeds more than 10% of the total contract price.
- (f) In case the selected bidder fails to deliver the report as per prescribed delivery schedule, SAU reserves the right to commission the same from alternate sources at the risk, cost and responsibility of the selected bidder.
- (g) After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, SAU reserves the right to get the balance contract executed by another party of its choice. In this event, the selected bidder is bound to make good the additional expenditure, which SAU may have to incur in executing the balance contract. This clause is also applicable, if for any reason, the contract is cancelled.
- (h) SAU reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including pending bills and/or invoking the bank guarantee (performance security) under this contract.

#### 4. Bid Forms

Forms to be filled in by the tenderers and uploaded in JPG format or PDF format within the period of bid submission:

##### 4.1. Form 1 – Technical Proposal Index

**The first page** of the set of documents to be enclosed in the “Technical Proposal” shall be a *Table of Contents as given below and shall be enclosed as page – 01*. **The last page** must be Form 8.

*(add additional items if included)*

| S.No. | Requirement                | Documents Required   | Page number of submitted proposal |
|-------|----------------------------|--|-----------------------------------|
| 1.    | EMD                        | Demand Draft/FDR/Bank Guarantee (Form 9)                                   |                                   |
| 2.    | Power of Attorney          | Copy of Power of Attorney in the name of the Authorized signatory (Form 2) |                                   |
| 3.    | Submission Form            | As per Form 3  |                                   |
| 4.    | Turnover Certificate       | As per Form 4  |                                   |
| 5.    | Self Certifications        | As per Form 5  |                                   |
| 6.    | Eligibility Experience     | As per Form 6  |                                   |
| 7.    | Organization Details       | As per Form 7  |                                   |
| 8.    | ....                       |  |                                   |
| 9.    | Page Numbering Certificate | As per Form 8  |                                   |

#### 4.2. Form 2 – Power of Attorney of Authorized Signatory

(Use this format or else bidder company standard format may be used if it exists)

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorise Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the “Authorised Representative”), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for “Request For Proposals For Computer Based Testing services” to the South Asian University (the “Authority”) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until the entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in 'yyyy' format].

For [name and registered address of organization]

[Signature]

[Name]

[Designation]

Witnesses:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

#### 4.3. Form 3 – Technical Proposal Submission Form

*[To be printed on official letterhead of the bidder]*

[Location, Date]

To

The Registrar  
South Asian University  
Akbar Bhavan, Chanakyapuri, New Delhi – 110021

Phone: 011-24195000, 24122512 – 14 Fax: 011-24122511

Email: [registrar@sau.int](mailto:registrar@sau.int)

#### **RFP No. ICT/RFP/0111201801 for “Request For Proposals For Computer Based Testing services”**

Dear Sir,

With reference to your above mentioned RFP, we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal. The Proposal is unconditional and compliant with the specified Scope of Work.

We understand you are not bound to accept any Proposal you receive. Further:

1. We acknowledge that SAU will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the vendor.
2. We shall make available to SAU any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
3. We acknowledge the right of SAU to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. We certify that in the last 3 (three) years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against this bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
5. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by SAU in connection with the selection of bidder or in connection with the selection process itself in respect of the above mentioned RFP.
6. We agree and undertake to abide by all the terms and conditions of the RFP Document.
7. The prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 90 calendar days from the last date of submission of bids.
8. We hereby declare that in case the contract is awarded to us, we shall submit the performance Guarantee as specified in the above cited RFP.



9. We hereby declare that:

- (a) We are not involved in any litigation that may have an impact of affecting or compromising the delivery of the goods or services as required under this tender.
- (b) We are not black-listed by any Central/State Government/Public Sector/Educational Institute Undertaking in India.
- (c) We undertake that the documents submitted are genuine/authentic and nothing material has been concealed therefrom and that we are not debarred by any Government organization and are competent to have the contract. We understand that the contract is liable to be cancelled, if found to be having obtained, through fraudulent means and/or concealment of information.

We remain,  
Yours sincerely,

Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of Firm:  
Address:  
(Name and seal of the Bidder)

**4.4. Form 4 – Turnover Certificate**

| S. No. | Financial years                | Annual Sales Turnover From Services (INR) |
|--------|--------------------------------|---|
| 1.     | 2015-2016                      |   |
| 2.     | 2016-2017                      |   |
| 3.     | 2017-2018                      |   |
|        | <b>Average for three years</b> | [indicate sum of above divided by 3]      |

**Certificate from the Statutory Auditor**

This is to certify that [*name of company*] [*registered address*] has received the payments shown above against the respective years.

Name of Authorized Signatory

Designation

Name of firm

Signature of Authorized Signatory

Seal of Audit firm

Note: In case the bidder does not have a statutory auditor, it may provide the certificate from its Chartered Accountant.

#### 4.5. Form 5 – Self Certifications

To

The Registrar  
South Asian University  
Akbar Bhavan, Chanakyapuri, New Delhi – 110021

Phone: 011-24195000, 24122512 – 14 Fax: 011-24122511

Email: [registrar@sau.int](mailto:registrar@sau.int)

#### **RFP No. ICT/RFP/0111201801 for “Request For Proposals For Computer Based Testing services”**

##### (a) Regarding presence across SAARC countries

This is to certify that we currently have active test centres in all eight SAARC countries viz. Afghanistan, Bangladesh, Bhutan, India, Maldives, Nepal, Pakistan, Sri Lanka.

##### (b) Test software lockdown feature

This is to certify that our examination software provides a secured lock-down feature and ensures that an exam candidate does not have access to any third party controls in the delivery workstations.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder)

Date:

**4.6. Form 6 – Experience**

| <b>S. No.</b> | <b>Customer* (Name, Address, Contact person)</b> | <b>Calendar Month &amp; Year of Work Order (MMM, YYYY)</b> | <b>Value of Order (INR)</b> | <b>Page No. of the Proof Document**</b> |
|---------------|--|--|-----------------------------|---|
|               |  |  |                             |   |
|               |  |  |                             |   |
|               |  |  |                             |   |
|               |  |  |                             |   |

\*Limit references to the period three years prior to Proposal Due Date. References must pertain to services similar to those being solicited through this RFP. \*\*Experience must be supported by copies of work orders & Completion certificates from the client; OR Work Order + Self Certificate of Completion

Signature (Name and Designation)

Official Stamp

**Date:**

**4.7. Form 7 – Organization Details**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

| <b>S.No.</b> | <b>Item</b>  | <b>Details</b> | <b>Page No. of the Proof Document</b> |
|--------------|--|----------------|---------------------------------------|
| 1.           | Name, Designation and Contact Details of the Person Authorized to Make Commitments to the University |                |                                       |
| 2.           | Company Registration No. (Copy of the Registration Certificate to be attached)                       |                |                                       |
| 3.           | PAN No. (Copy of the Certificate to be attached)   |                |                                       |
| 4.           | GST No. (Copy of the Certificate to be attached)   |                |                                       |
| 5.           | ISO Certificates   |                |                                       |

I hereby certify that the information furnished above is full and correct to the best of my knowledge.

Signature (Name and Designation)

Official Stamp

**Date:**

#### 4.8. Form 8 – Page Numbering Certificate

(To be enclosed as **last page** of Technical Proposal)

|   |                                     |
|---|-------------------------------------|
| <u>CERTIFICATE</u>  |                                     |
| Certified that this Technical Proposal is carrying ____pages (in figures and words) and <b>each page is numbered.</b> |                                     |
| Date:   | Sig. of the tenderer &<br>With seal |
| <hr/>   |                                     |
| RFP No. ICT/RFP/0111201801 for “Request For Proposals For Computer Based Testing services.”                           |                                     |

#### 4.9. Form 9 – Format of Bank Guarantee for Bid Security (EMD)

(To be stamped in accordance with the stamp Act.)

To,  
South Asian University  
Akbar Bhavan, Chanakyapuri  
New Delhi 110021

Dear Sirs,

In accordance with your RFP No. ICT/RFP/0111201801 dated \_\_\_\_\_ (hereinafter called the "bid"), M/s. \_\_\_\_\_ having their registered / Head Office at \_\_\_\_\_ (hereinafter called the "bidder") wish to participate in the said bid for "Request For Proposals For Computer Based Testing services".

As an irrevocable Bank Guarantee against Earnest Money Deposit for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) valid upto \_\_\_\_\_ is required to be submitted by the bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the bid document.

We, (Name of the bank) \_\_\_\_\_ having our head office at \_\_\_\_\_ and local office at \_\_\_\_\_ (hereinafter called the "Bank") guarantee and undertake to pay immediately merely on first demand by South Asian University, Akbar Bhavan, Chanakyapuri, New Delhi 110021 (hereinafter called SAU), the amount of Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_) without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person. Any such demand made by SAU, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This bank guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_.  
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from SAU on whose behalf this guarantee is issued. Notwithstanding anything contained herein above, our liability under the guarantee shall remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is filed against us within the date of expiry, i.e., \_\_\_\_\_ all your rights under this guarantee will be forfeited and we shall be relieved and discharged from all liabilities here under.

We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.

The Bank declares that it has power to issue this Guarantee and the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by [name of bank]

By the hand of Mr. /Ms. [name], it's [designation] and authorised official.

(Signature of the Authorised Signatory) (Official Seal)

Notes:

- The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



#### 4.10. Form 10 – Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act)

1. In consideration of South Asian University, New Delhi [hereinafter referred to as SAU, which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/S \_\_\_\_\_ [hereinafter referred to as 'supplier / contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with SAU a sum of Rs. \_\_\_\_\_ towards security / performance guarantee in lieu of the said supplier / contractor having agreed to furnish a bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the Terms & Conditions of contract / work order / purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred to as the order] placed by SAU on the said supplier / contractor. We, (Name of the Bank) \_\_\_\_\_ (hereinafter referred to as 'the bank' which expression shall include its successors and assigns) do hereby undertake to pay SAU an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) on the demand made by SAU on us due to a breach committed by the said supplier / contractor of the Terms & Conditions of the order.
2. We, the Bank do hereby undertake to pay the amounts due & payable under this Guarantee without any demur, merely on demand from SAU stating that the amount claimed as due by way of loss or damage caused to or would be caused to or suffered by SAU New Delhi, by reason of breach by the said Contractor (s) of any Terms & Conditions contained in the said Agreement or by reason of the Contractor (s) failure to perform the said Agreement. Any such demand made on the Bank under this guarantee, the decision of SAU in this count shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).
3. We, the Bank undertake to pay to SAU, any money so demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceedings pending before any court or tribunal relating there to our liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.
4. We, the Bank further agree that the Performance Bank Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of SAU under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Registrar of SAU, New Delhi certifies that the terms & conditions of the said Agreement have been fully and properly carried out by the said Contractor (s) and accordingly discharged the Guarantee. Unless a demand or claim under the Guarantee is made on the Bank in writing on or before \_\_\_\_\_, the Bank shall be discharged from the all liability under the Guarantee thereafter.
5. We, the Bank further agree with SAU, that SAU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the Terms and Conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time to postpone for any time or from time to time any of the powers exercisable by SAU against the said Contractor(s) and to forbear or enforce any of the Terms & Conditions relating to the said Agreement and the Bank shall not be relieved from its liability by reason of any such variation, or extension being granted to the

said Contactor(s), or any forbearance, act or omission on the part of SAU, or any indulgence by SAU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for the provision have effect of so relieving the Bank.

6. This Guarantee shall not be affected by any change in the constitution or winding up of the Consultant /the Bank or any absorption, merger or amalgamation of the Consultant /the bank with any other Person.
7. We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of SAU in writing.
8. Notwithstanding anything contained hereinabove the liability of the Bank in respect of this Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and it will remain in force till \_\_\_\_\_. Unless a demand or claim under this guarantee is made on the Bank in writing within three months from \_\_\_\_\_ we shall be discharged from all liability under this guarantee.

This Guarantee is valid \_\_\_\_\_ to \_\_\_\_\_  
dated the \_\_\_\_\_ day of \_\_\_\_\_.  
For \_\_\_\_\_ (indicate the Name of the Bank).

[Official Address]

Designation

[With Bank Stamp]

**4.11. Form 11 – Financial Bid****Financial Bid for CBT Services**

| Description                                   | Amount in INR |
|---|---------------|
| Fees for exam delivery per test per candidate |               |
|   |               |
|   |               |
|   |               |
| <b>Total Amount in words (tax exclusive)</b>  |               |

Certified that the above total price indicated is inclusive of all charges and nothing extra shall be payable by SAU over and above the amount indicated above.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

(Name and seal of the Bidder)

Date: