

Notice Inviting Tender



Management Development Institute Gurgaon

Tender Ref. No.: MDI/CC/2023-24/Exam-AI-Proctor/09

Dated: 06 Jan' 24

Sub: Bids are invited for remote proctored online exams for PGDM-Online at MDI-Gurgaon.

Tender Schedule: -

Bid System	Two Bid System – Technical Bid and Financial Bid Financial Bid and NDA to be submitted in separate sealed envelope. Rest of the documents along with EMD to be submitted in separate sealed envelope as Technical Bid
Last Date of Bid Submission	29 Jan'24 3:00 PM
Pre-bid Online meeting	12 Jan'24 11:30 PM Register for the Online Pre-Bid meeting by expressing intent to join online meeting by sending email to ittender@mdi.ac.in latest by 11 Jan'24 03:00 PM. Google Meet link will be shared with all those who register.
For any correction after Pre-bid meeting, the Addendum will be communicated	On or after 12 Jan'24
Bid should be addressed to	Senior Systems Analyst Computer Centre Management Development Institute Mehrauli Road, Sukhrali Gurgaon - 122 007, Haryana (INDIA)
EMD	EMD of Rs. 20,000/- (Twenty Thousand) through Demand Draft from any scheduled bank in favour of Management Development Institute payable at Gurugram, Haryana.

The Complete Tender details and any updates on the Tender will be available on the MDI Website at the link: <https://mdi.ac.in/infrastructure/tenders.html>

For any clarifications, write to Email- ittender@mdi.ac.in

The notice inviting bid along with instructions to bidders, Scope of Work, eligibility criteria, system of award of contract, etc. form part of the bid document containing 29 pages in all.

Sd/- For MDI-Gurgaon
(Senior Systems Analyst)

Checklist and Index of the bid document in the order indicated below:

Technical Bid Envelope with following documents

S. No.	Document to be Attached	Whether Submitted
1.	EMD of Rs. 20 ,000/-	Yes <input type="checkbox"/> / No <input type="checkbox"/>
2.	Tender Document signed and stamped on each page	Yes <input type="checkbox"/> / No <input type="checkbox"/>
3.	Filled in and signed Technical Bid on company's letter head accepting all terms and conditions	Yes <input type="checkbox"/> / No <input type="checkbox"/>
4.	Expression of Interest – Format 1	Yes <input type="checkbox"/> / No <input type="checkbox"/>
5.	Profile of the Company – Format 2	Yes <input type="checkbox"/> / No <input type="checkbox"/>
6.	PAN No. & GSTIN (Attach Copies)	Yes <input type="checkbox"/> / No <input type="checkbox"/>
7.	The CMMI Certified Company. Attach copies of valid certificate	Yes <input type="checkbox"/> / No <input type="checkbox"/>
8.	Similar Experience with Client details – Format 3	Yes <input type="checkbox"/> / No <input type="checkbox"/>
9.	Completion certificate from the clients indicated in Format-3	Yes <input type="checkbox"/> / No <input type="checkbox"/>
10.	Financial Strength of the Company – Format 4	
11.	Certificate from CA Certificate in support of Format 4 for Turnover & Profitability for last three years	Yes <input type="checkbox"/> / No <input type="checkbox"/>
12.	Details of Technical Persons in Format-5	Yes <input type="checkbox"/> / No <input type="checkbox"/>
12.	Affidavit (ON NON-JUDICIAL STAMP PAPER OF RS. 10/-) As per Format given in Annexure-1	Yes <input type="checkbox"/> / No <input type="checkbox"/>
13.	Confirmation that Scope as per Annexure-2 is agreed. Attach details if additional features offered	Yes <input type="checkbox"/> / No <input type="checkbox"/>

Financial Bid Envelope with following Document

S. No.	Document to be Attached	Whether Submitted
1.	Financial Bid as per Format-6	Yes <input type="checkbox"/> / No <input type="checkbox"/>
2.	NDA as per Annexure-3 (ON NON-JUDICIAL STAMP PAPER OF RS. 100/-) as given in Annexure-2	Yes <input type="checkbox"/> / No <input type="checkbox"/>

General Information: -

Sealed Quotations are invited for remote proctored online exams for PGDM-Online at MDI Gurgaon as per the following terms and conditions:

1. The bidders are requested to read the tender document carefully and ensure compliance with all specifications/instructions herein. Non-compliance with specifications/instructions in this document may disqualify the bidders from the bid process.
2. All documentation is required to be in English. Corrections/overwriting, if unavoidable, should be signed separately. Tender papers must be signed on all the pages by the bidder.
3. The Institute reserves the right to accept or reject any bid or to select the item or to reject the bidding process or any bid wholly or partly without assigning any reason.
4. Incomplete bids or receiving the bid after closing date and time are liable to be ignored and rejected.
5. The Institute will not be responsible for non-receipt of tender quotations within the specified date and time due to any reason including postal delay or holidays.
6. Please ensure that Tender document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
7. No quotations would be accepted by E-mail and only hard copies will be accepted.
8. The tender documents are non-transferable and should be submitted in the exclusive name of the party to whom we will actually provide the Purchase order.

9. QUERIES/CLARIFICATIONS:

For any other query relating to technical specifications/ scope, the bidders may submit in the form of email to ittender@mdi.ac.in latest by 11 Jan'23 after which no query shall be taken into account. Any corrigendum/Addendum, if required, will be uploaded on MDI Website.

MDI reserves the right to allot/cancel the tenders invited as it may consider/deem fit and proper and to reject the tenders/applications without assigning any reasons at any stage.

10. AMENDMENT OF Tender DOCUMENTS

At any time before the scheduled submission of bid, MDI may, for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by issuing addendum. The amendment in the form of Addendum uploaded on the MDI website will be binding on the bidders.

11. In order to allow prospective bidder, MDI may, at its discretion shall, extend the deadline for the submission of bids for a reasonable time to take the amendment into account in preparing their bid.

12. SUB-LETTING OF CONTRACT: In no case the successful bidder shall be allowed to sublet this project on back-to-back basis at any stage. In the event of bidder contravening this condition, the contract shall be terminated with immediate effect

13. The bid should be submitted on company letter head and should be submitted duly signed by the authorized person.

14. Tender once submitted shall not be returned to the tenderer in future.
15. The Institute reserves the right not to disclose names and rates of successful tenderers.
16. The financial bid shall be valid for at least 120 Days. Institute will not entertain any request in respect of escalation of price due to any reason whatsoever.
- 17. Duration of Contract:** The contract will be offered initially for a period of one year. However, based on satisfactory performance and fulfilment of all terms and conditions of this agreement it may be extended at the same rate for two more years subject to approval of the competent authority.
18. Bid received after the closing date/time will not be considered. The bid shall be submitted in a sealed envelope duly marked as "Tender for remote proctored online exams for Online PGDM at MDI-Gurgaon".
19. If work is awarded and service not commenced by the vendor within scheduled time, then EMD amount may be forfeited which will be discretion of competent authority of MDI-Gurgaon.
20. Only those vendors should quote who can satisfy the scope of work and other requirements of MDI as stated in Annexure-2.
- 21. Integrity and obligations during agreement period:** The successful bidder will be responsible for and obliged to provide all facilities in accordance with the agreement using state of the art methods and economic principles and exercising all means available to achieve the performance specified in the agreement. The agency will be responsible for managing the activities of its personnel and will hold itself responsible for their violation, negligence, misconduct or deficiency in services, if any.
- 22. Non-Disclosure/ Confidentiality Agreement:** The vendor would have submit a Non-Disclosure Agreement with the Institute for the Examination Data and other data and processes of the Institute which are part of Examination process as per the format enclosed at Annexure-3.
- 23. Payment Terms:**
 - a. The payment shall be made in Indian rupees and shall be paid only after the successful completion of the entire work cycle for conduct of examination without any delays or errors.
 - b. EMD would be retained as performance guarantee and released without any interest at the end of one year period.
- 24. Delivery, Installation, Commissioning:**

The work has to be initiated and commissioned in all respects within 4 weeks from the receipt of purchase order. The project will end only when all aspects of the project works completed satisfactorily as per MDI-Gurgaon expectation as per the scope enlisted in Annexure-2.
- 25. Termination of contract**

The institute may, without prejudice to any other remedy, for breach of agreement in whole or part, terminate the contract. **The agreement will be terminated if-**

 - Vendor fails to provide any or all of the services for which it has been recognized within

the period(s) specified in the agreement, or within any extension period thereof if granted by the institute pursuant to conditions of the agreement. OR

- In the judgment of the Institute, it is engaged in corrupt or fraudulent practices in competing for or in executing the agreement. OR
- It fails to follow instructions, guidelines, submission of reports, lists, and data.
- It is found to be involved in or associated with any unethical, illegal or unlawful activities. The agreement will be summarily suspended by the Institute without any notice and thereafter the agreement may be terminated after giving a show cause notice and considering its reply, if any, received within 10 days of the receipt of the show cause notice.
- If performance of the vendor is not satisfactory in executing the project or the intermittent problems come up after commencement of the project, then same will be informed in writing by MDI as warning letter and if inspite of issue of warning letter the performance does not improved to the satisfactorily level as per expectation of MDI within a fortnight then second warning letter will be issued, then Institute reserves the right to terminate the contract prematurely by giving one-month notice in writing without assigning any further reason whatsoever.
- After the contract comes null and void the amount deemed payable to the vendor (if any) will sine die without any further payment. No further claim from the vendor will be entertained.
- Decision of competent authority of MDI regarding determining the performance will be final.

26. Format of Price Schedule and related terms:

- a. Price must be quoted in Indian Rupees. Prices should be quoted as per the enclosed format both in figures and words. The rates offered should be inclusive of all proposed work and comprehensive in nature.
- b. The charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.
- c. Any additional service required for successful completion of this project and not quoted in the financial bid by the tenderer then same shall have to be provided by contractor at no extra cost if the work is awarded to the tenderer.

27. Bid Rejection Criteria:

The bid shall conform generally to the specifications and terms and conditions given in this document. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected

- Non submission of signed &+ stamped tender documents on each and every page
- Submission of unsigned financial bid.
- Not Submitting financial bid in a separate sealed envelope.
- Bids submitted on email.
- Bids without Profile and declaration on company's letterhead would be rejected

- The bidder should have a minimum average annual turnover of at least Rs. 1.0 crores during the last three financial years 2020-21, 2021-22, 2022-23 and should be profitable in each of the last three years. The turn over shall be supported by documentary evidences duly certified by Chartered Accountant which shall be attached with the tender documents.
- Not submitting at least three client details where works of similar nature and value completed.
- Non submission of EMD - of Rs. 20,000/-
- Non submission of Details of Clients in the format specified.
- Bidder not having a minimum strength of 15 technically qualified professionals as on 31.03.2023 on its rolls at its development facility.
- Bid(s) not complying with Delivery, installation & commissioning, warranty, penalty, etc clauses will be rejected.
- The bidder should quote for complete scope in the tender, failing which, their offer will be rejected.
- The bidder should have an office in Delhi NCR manned with their own qualified support staff/Engineer with their Customer Care Number
- Bidder blacklisted for any reason by any government institution / department in the past three years
- Bidders not fulfilling the Qualification Criteria as per clause 32.
- Non submission of Declaration On Non-Judicial Stamp Paper of Rs. 10/-.
- Financial bids without NDA on Judicial Stamp Paper of Rs. 100/- would be rejected at the stage of opening of financial bids.
- Incomplete bids would be rejected.

28. Any dispute/ difference arising out or relating to this Tender:

Matters regarding any dispute shall be referred for arbitration to any officer appointed by the Director of Management Development Institute Gurgaon, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or differences arises under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Haryana or any other court in the district of Gurugram (Haryana).

29. This tender document is not an offer and is issued with no commitment. MDI reserves the right to withdraw this notice inviting tender and or vary any part thereof at any stage. MDI further reserves the right to disqualify any bidder, should it be so necessary at any stage. Institute reserves the right to reject any or all the tenders, wholly or partly without assigning any reason thereof and shall not be bound to accept the lowest tender. Institute reserves the right for distributing the work among several vendors.

30. Responses to Pre-Submission queries & issue of Addendum-

- a. After publication of NIT in tender page of MDI website, MDI will begin accepting written questions from the applicants for pre-bid meeting. MDI will endeavour to provide timely response to all queries. However, MDI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MDI undertake

to answer all the queries that have been posed by the applicants. For any clarifications, write to Email- ittender@mdi.ac.in . No queries will be entertained after the pre-bid meeting.

- b. At any time prior to the last date for receipt of tender, MDI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the NIT document by an addendum.

The addendum (if any) shall be posted online at <https://mdi.ac.in/infrastructure/tenders.html>.

- c. Any such addendum shall be deemed to be incorporated into this NIT.
- d. In order to provide prospective applicants reasonable time for taking the addendum into account, MDI may, at its discretion, extend the last date for the receipt of bids which shall again be notified online through MDI portal www.mdi.ac.in

31. Laws of the Republic of India are applicable to this tender.

32. **Qualification Criteria:** Following will be the minimum pre-qualification criteria. Each eligible bidder should possess all the following pre-qualification criteria. Responses not meeting the minimum pre-qualification criteria will be rejected and will not be evaluated

S. No.	Pre-qualification Criteria	Supporting Compliance document
1.	The applicant shall be a firm/ company registered under the Indian Companies Act, 2013 and who have their registered offices in India and (office in National Capital Region of Delhi will be preferred)	Copy of Certificate of incorporation or any other relevant documents, brief company profile with copy of GST & PAN.
2.	The firm should be in the business of providing similar services for at least 05 years as on 31.03.2023.	Certificate by Company Secretary of the Bidder's Organization or any other relevant documents.
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2020-21, 2021-22, 2022-23)	Attach certificate from CA or any other relevant certificate.
4.	The Bidder should have an annual turnover of Rupees 1 Crore in each of the last 3 consecutive Financial Years (FY 2020-21, 2021-22, 2022-23).	CA certified document with name of CA registration number, signature and stamp or any other relevant certificate.
5.	The bidder must have successfully executed 3 similar projects in the last 3 years (conduct of Remote Proctored Online Exam on an all-India basis, The documentary evidence in the form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).	Copy of Work Order / Contract along with Completion Certificate.

6.	Names & addresses of clients* (at least three) along with their contact details (telephone number/E-mail) of the contact persons of the clients of recent past if available. (*premier B-Schools/University like IIMs, IIT, XLRI, ISB)	1. 2. 3.
7.	The firm should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies/ IITs & IIMs/Reputed Educational Institutes in India.	Certificate signed by the Authorized signatory
8	The bidding agency shall ensure a single point of contact with the MDI and shall be solely responsible for the execution and delivery of the work.	Yes / No
9	The bidder should participate as a single entity; no consortium or group companies will be allowed.	Yes / No
10	The Bidder should be registered with appropriate tax authorities such as Income tax, GST etc., and should submit valid certificates of registration with these authorities.	Yes / No
12	The bidding agency should own the copyright of the source code being used for software to enable Remote Proctored Online Exam. The agency should be able to make changes as and when required in any of the components of the software. Attach proof in this regard	Yes / No
13	The bidding agency should have authorized and globally accepted software certification, CMMi Level 3 or 5. Proof of this should also be submitted.	Yes / No
14	The bidder should have all relevant facilities and logistics available to execute the work. Appropriate technology, hardware and software, dedicated connectivity, trained remote proctoring staff, adequate security measures with due diligence should be available.	Yes / No
15	The agency should have an in-house quality assurance and product testing team with proven and robust quality management processes required for conducting the remote proctored computer based online examination.	Yes / No

16	The agency should design a high-performance system and conduct performance exams to verify successful achievement of high concurrency, quick response time, and long-stress duration required of the system used to conduct the examination. Results of such performance exams should be made available to the client as and when required. Sometimes these exams may have to be conducted within a short notice and with strict deadlines.	Yes / No
17	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 and the infrastructure must be carried out. Results of such security tests should be made available to the client, when requested.	Yes / No
18	The agency should be able to support MDI remote proctored online certification exams (across India) on a 24x7 basis with a maximum response time of 3 hours.	Yes / No

33. Procedure for Evaluation of Responsive Technical Bids:

- Bidders will be technically qualified based on Information/documents provided by the Bidder, meeting the scope given in Annexure-2 and presentation before the Tender Committee
- MDI decision will be final for the evaluation of Technical Bids.

Evaluation Criteria:

S. No.	Description	
1.	Profile of Company & number of years in Business Max Score: 10	2 marks for each year in operation for every year beyond minimum requirement of 5 years of operation in similar lines
2.	CMMI Level Certification (Max Score:7)	Level 5: 7 Marks Level 4: 5 Marks Level 3: 3 Marks
3.	Average Annual Turnover of the Firm and profitable during each of the last three years (Max Score:8)	> 2 Crore: 8 Marks >1.5 Crore and < 2.0 Crore: 5 Marks >1.0 Crore: 3 Marks

4.	No. of similar Projects Executed (as per scope inAnnexure II) Premier B-Schools/ University like IIMs, IIT, XLRI etc (Max Score: 20)	5 Marks for each Project Year comprising upto 5000 exams of upto 3-hour duration		
5.	No. of similar Projects Executed (as per scope inAnnexure II) Premier B-Schools/ University like IIMs, IIT, XLRI etc (Max Score: 30)	10 Marks for each Project Year comprising 5001 to 10000 exams of 3-hour duration		
6.	Presentation Total Score: 25 Tentative date of presentation: 12 Feb'24 (Presentation is compulsory)			
	Total Technical Score : 100			
Points in S. No. 1 to 5 would be given only on the basis of documents submitted as part of technical bids. The Purchase Order and Completion certificate must be attached to score Points in these categories.				

- Minimum Technical Score required for opening of Financial Bid: **70 Points**.
- MDI decision will be final for the evaluation of Technical Bids.
- The technically qualified bidder would be identified after considering the Technical bids including presentation.

34. System of award of contract:

The vendor who satisfies the qualification criteria and offering lowest rate (As per Financial bid format provided in Format-5) would be selected.

In exceptional situation, the committee may negotiate price with the qualified bidder quoting the lowest price before awarding the contract.

35. EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder.

36. **Non-Disclosure/ Confidentiality Agreement:** The selected vendor would have to enter Non-Disclosure Agreement (as per format at Annexure-3) with the Institute for the Examination Data and other data and processes of the Institute which are part of Examination process

Declaration: -

I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid for remote proctored online exams for Online PGDM Programme at MDI-Gurgaon as per the terms & conditions mentioned above and also, hereby, agree and accepts the terms & conditions mentioned in clause 1 to 37 under General Information.

Date :-

(Signature)

Place:-

(Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)

(PART-II)
(FORMAT-1)

Bid for remote proctored online exams for PGDM- Online programme at MDI-
Gurgaon.

(Applicant's Expression of Interest)

To,
Senior Systems Analyst
Computer Centre
Management Development
Institute Mehrauli Road, Sukhrali
Gurgaon - 122 007, Haryana (INDIA)

Sub: Submission of bid for remote proctored online exams for PGDM-Online programme
at MDI-Gurgaon.

Dear Madam,

In response to the NIT for remote proctored online exams for PGDM-Online at MDI-Gurgaon
(published in <https://mdi.ac.in/infrastructure/tenders.html>) we would like to express our
interest to supply the above proposed printer.

As instructed, we attach the following documents

1. EMD of Rs. 20,000/-
2. Organizational Details (Format-2)
3. Experience in related fields (Format-3)
4. Financial strength of the organization (Format-4)
5. Technical persons details (Format-5)
6. The BID document signed & stamped in each page.
7. Affidavit as per Annexure 1
8. Agreement to Scope as per Annexure-2 by signing and stamping on each page
9. The filled up financial bid as provided in Format-6 duly signed and stamped
10. NDA as per Annexure-3

Sincerely Yours,
(Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....
Date:

Encl: As above.

Note: This is to be furnished on the letter head of the bidder.

Format – 2
Profile of the Company

Sealed Quotation for remote proctored online exams for PGDM-Online at MDI-Gurgaon :

S. No.	Description	Company Response	Remarks			
1.	Name of the Firm					
2.	Profile of your firm/company	Yes <input type="checkbox"/> / No <input type="checkbox"/>				
	Year & Place of Incorporation					
	Correspondence Address of the Firm					
	Number of employees					
	Annual Turnover and profitability for the last 3 Years. Attach CA Certificate of Last 3 years.	Year	20-21	21-22	22-23	
		Turnover				
		Profit				
3.	Type of Organization (Firm/Company/ Registered under Indian Companies Act 2013)					
4.	Annual Turnover of each year for last 3 years more than 1.0 Crores.	Yes <input type="checkbox"/> / No <input type="checkbox"/>				
5.	PAN No. and GSTIN * Attach Copies					
6.	Names & addresses of prestigious clients of reputed Institute/ University, at least three along with the telephone numbers of the contact persons of the clients where you have completed similar works Please provide photo copies of Purchase Order and completion certificate for similar works.	Yes <input type="checkbox"/> / No <input type="checkbox"/> 1. 2. 3.				
7.	CMMI Level Certification of the firm (maturity level rating of the firm)	Level 5/ Level 4/ Level 3 Yes <input type="checkbox"/> / No <input type="checkbox"/>				
8.	Contact details of the authorized person of the company. 1. Name : 2. Office Tel No. : 3. Mobile no. :	Yes <input type="checkbox"/> / No <input type="checkbox"/>				

	<u>4. Official E-mail id:</u>		
9.	Whether the firm is blacklisted by any Central Govt. / State Govt./PSU/ Govt. Bodies / Autonomous bodies/ IITs & IIMs/Reputed Educational Institutes in India. If yes, details thereof also please, If No, attach Undertaking in regards to not being blacklisted.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
10.	EMD of - Rs. 20,000 in the favor of MDI Gurgaon. EMD amount of successful bidder will be released at the time of first payment.	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
11.	The service quoted meets the scope as given in Annexure-2. Attach technical details of the solution offered. For any additional feature being provided by you, Kindly attach the additional sheet	Yes <input type="checkbox"/> / No <input type="checkbox"/>	
12.	Number of years of experience of successfully implementing similar works for Universities/Higher education institutions *Attach Documentary Proof	----- Yes <input type="checkbox"/> / No <input type="checkbox"/>	
13.	Number of employees in the firm involved in software design, development, implementation, testing and support for AI Proctored Examination *Attach Documentary Proof	----- Yes <input type="checkbox"/> / No <input type="checkbox"/>	
14.	Address of offices - in National Capital Region of Delhi if any		
15.	Payment Terms: <ul style="list-style-type: none"> • The payment shall be made in Indian rupees and shall be paid only after the successful • completion of the entire work cycle for conduct of examination without any delays or errors. • EMD would be retained as performance guarantee and 	Yes <input type="checkbox"/> / No <input type="checkbox"/>	

	released without any interest at the end of one year period.		
	Delivery Time	Immediate (Please mention the time period required) ----- -	

UNDERTAKING : I undertake that information furnished above is true and correct

Note: This is to be furnished on the letter head of the bidder.

Date :

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....
Date:

Note: This is to be furnished on the letter head of the bidder.

FORMAT – 3

Experience of implementing similar services in Central Govt./State Govt./PSUs/ Govt. bodies/IITs & IIMs/Reputed Educational Institute in India within last 3 years

Minimum details of at least three Clients required (Insert Additional Rows to give Additional Client details)

S.No.	Client Name (Higher Education Institute / University)	No. of Applicants in one examination cycle	Value of the Project	Client Contact No.	Client Email ID	Completion Certificate Attached
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>
						Yes <input type="checkbox"/> / No <input type="checkbox"/>

Encl: As above.

Note: This is to be furnished on the letter head of the bidder.

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)

Signature & Stamp.....

Date:

FORMAT – 4

Financial Strength of the Organization				
S. No	Financial Year	Whether profitable (Yes/NO)	Annual net profit (in Lakhs of Rs.)	Overall annual turnover (in Lakhs of Rs.)
1	2019-20			
2	2020-21			
3	2021-22			
Note: Please enclose CA certificate in support of your claim.				

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....
Date:

Encl: As above.

Note: This is to be furnished on the letter head of the bidder.

Format-5

Details of technical and administrative personnel to be employed for this project

S. No.	Designation	No. of employees in this category	Name	Qualification	Professional Exp.	Capacity in which employee would be involved in the work

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....
Date:

Affidavit (ON NON-JUDICIAL STAMP PAPER OF RS. 10/-)

I/we _____ Partner(s)/legal Attorney/ Proprietor(s)/ Accredited Representative(s) of M/s _____ solemnly declare that:

2. I/we are submitting tender for ----- against Tender Notice No. _____ dated _____.
3. All information furnished by me/us in respect of fulfilment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, true and valid.
4. My/our bid shall remain valid for a period of 120 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall be binding upon us and maybe accepted at any time before the expiry of the period.
5. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
6. If any information or document submitted is found to be false/incorrect, MDI may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues including Earnest Money (EMD) and blacklisting of my/our firm and all partners of the firm etc.
7. I/we also declare that the Government of India or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
8. I/We understand that MDI decision will be final for the evaluation of Technical Bids.
9. I/We have gone through all terms & conditions of the tender documents before submitting the same and accept the same along with the technical specification and all other conditions mentioned in the documents; including the condition that MDI is not bound to accept the lowest bid.

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....
Date:

Date:

Scope of Work

The Scope of Work is divided into the following four broad categories:

- General
- Pre- Examination
- Examination
- Post Examination

General

- No of candidates in one year: 150 approx*
- No of quiz type (short duration) exam for all candidates : 8500 approx*
- No. of mid-term & end-term exams (2 to 3 hrs duration) for all candidates : 2300 approx*
- ****The quantity given is approximate and actuals may vary***
- Type of Exam:
 - ✓ Multiple choice questions
 - ✓ Multiple select questions
 - ✓ Fill in the blanks
 - ✓ Essay type questions (Capability of making figures, flowchart, mathematical equations, tables)
 - ✓ Small Answer type
 - ✓ Scanning & uploading answers written on paper
- Other Requirements
 - ✓ Question Paper Authoring Software
 - ✓ Attendance sheet
 - ✓ Bulk upload features for the following:
 - Questions
 - Question paper Templates
 - Candidate information
 - Proctor information from client side
 - ✓ Method to encrypt the bundle of question papers and transfer to vendor
 - ✓ Software to conduct as well as monitor the status during the conduct of the exam across candidates.
 - ✓ Software for post examination operations that includes:
 - Course wise Bulk Download (pdf format) of all answer script for evaluation
 - a consolidated mark sheet of all candidates
 - detailed response sheet for every candidate
 - the audit logs of every candidate
 - Analytics and basic statistics on the responses obtained.
- The vendor is expected to provide following for conducting Online Examination:
 - ✓ The SOP to be followed for admitting the candidate into the exam, the processes to be followed during the duration of the exam and after the exam is completed, need to be described clearly.
 - ✓ The vendor must provide a **dedicated Program Manager and Escalation** who will

interface and provide support right from the start of the project until all the exams are completed and results handed over.

- There should be a tracking system with suitable mechanisms for raising tickets and closure of outstanding issues along with the escalation matrix provided.
- Timelines for various activities related to the exam will be mutually agreed sufficiently in advance.
- The vendor will ensure that there is no loss of response related data for any candidate or any other data related to the examination either from the client systems or the servers.
- The vendor will ensure event-based log (audit trail) for every student will be generated and saved on the servers.
- Post-handover of the project, the vendor will not retain any data.
- Responsiveness of the system - Response time of the server and software should be quick to enable student to take the exam without any technical glitches.
- The vendor will ensure the secrecy of the examination material.
- The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.
- The selected vendor will provide the required training to the staff and faculty on the system.

Pre-Examination Phase

Vendor will work with MDI and facilitate the following and ensure that the exam is smoothly conducted for the exam takers.

- The vendor would provide the Question Paper Authoring software and train MDI office staff on Question Paper Authoring.
- The authoring software must be modified to include new features as requested by the faculty/instructors of the courses, as much as is possible.
- The Question Paper Authoring software must allow for creating multiple versions of a question paper by jumbling the questions and the choices for a question.
- The vendor would provide adequately trained Test Administrators (TAs) and Proctors who should be the staff of the vendor.
- The proposal submitted by the vendor should indicate the manner of Exam delivery and the limits to which the system has been tested in terms of number of client systems connected simultaneously without loss of performance in the examination environment.
- Students must be provided the following:
 - ✓ access to the mock exam to be able to test their connectivity to the system and the software a few days ahead of the exam. The candidate should be able to test the software and get an idea of how the questions will be displayed during the actual exam.

- ✓ Clear and transparent guidelines agreeable by MDI and Vendor to be given to the students on the activities that are considered as malpractices for a remote proctored online exam.
- ✓ Vendor should communicate clear guidelines (on dos and don'ts) to the Test taker well in advance so that the test taker is ready for the remote proctored exam.
- ✓ There should be clear guidelines given to human proctors as to when to hold, re-start and terminate the exam
- The software must obtain concurrence of the candidate having read the instructions before start of examination.

Examination Phase

- Remote Proctoring (AI proctoring): This activity involves the activation of Remote Proctoring facility for the test takers. This should be on a Real Time basis but without compromising the credibility and security of the test.
- The Remote Proctoring activity must have the following features:
 - ✓ Establish candidate authentication; Vendor to share the authentication process
 - ✓ Check candidate computer hardware, Web camera, microphone, software, surroundings, network, bandwidth, sanitization etc. as per the Remote Proctored Exam requirements
 - ✓ Disabling all Bluetooth devices, all ports, special purpose keys, print-screen, copy-paste features browsers etc. and all necessary precautions.
 - ✓ The Remote Proctoring facility should also allow for human proctoring through Live Feed of the examination of each candidate.
 - ✓ Familiarization of candidate to Remote Proctoring, Do's & Don'ts, Instructions, bio breaks etc.
 - ✓ Option to mandate candidate authorization by a remote authorizer before the candidate starts the test
 - ✓ Limit allocation of candidates to a proctor randomly and automatically.
 - ✓ Proctor should be able to validate the successful completion of the test before result processing and release of final test score to the candidate.
 - ✓ Provide quick access to MDI to view Paused/Disconnected candidates.
 - ✓ Ability to broadcast/announce messages across all the live test takers.
 - ✓ Search for any candidate attempting the test.
- Invigilation during the exam:
 - ✓ The proctors will compare the facial recognition photo & the photo id card and authorize the students to the exam page. The photo, name, and programme to be verified by the proctor prior to allowing the student in the exam page
 - ✓ Monitor the exam taker continuously and provide support till the end of the exam
 - ✓ Remote proctors should also ensure proper conduct of examination and ensure that candidates use no unfair means during the exam, as per the details agreed upon by Vendor and MDI.
- Details to be displayed on candidate console as part of Exam software during the exam
 - ✓ Display of instructions to candidates up on login and before start of examination. The

candidate must be able to retrieve instructions at any time during the examination as well.

- ✓ Start and closure of the examination at scheduled time (candidates must not be able to start their examination even if they login before the scheduled time).
- ✓ Display of remaining time available
- ✓ Display of candidate details on the screen (including a photograph if available) during the examination.
- ✓ Viewing the complete question paper or a section in the case of sectional papers.
- ✓ Switching between sections in the question paper (if applicable).
- **Monitoring:** The exam server shall have the capability to start the examination for all candidates, monitor the status of each candidate (whether logged in, examination started, idle/active, disconnected, submitted, etc.), The server MUST maintain an audit trail of every operation on the server. All server-side audit trails are also the property of MDI and shall be handed over at the end of the examination.
- **Master Control Facility:** The exam should be accessible for monitoring by MDI, ably supported by technical personnel who are well versed with the Online Examination Software. At the end of examination in each session, the candidate response data and audit trail data of each candidate to be shared with MDI. The vendor should provide the facility to monitor the pre-examination, during examination and post examination activities of all candidates taking exams simultaneously.

Post Examination Phase

- Bulk download of the answer scripts (readable format like pdf which are printable on A4 size paper)
- Software that handles post examination operations that includes a consolidated detailed information sheet of all candidates who appeared for the examination, detailed response sheet for every candidate, the audit logs of every candidate recorded during the exam, analytics and basic statistics on the responses obtained.
- Remote proctored online Computer based exams (MCQ Type exam): The evaluation of the responses needs to be done within 1 day and results shared with MDI in the mutually agreed format;
- For Remote proctored paper/pen exams, the scanned copies (readable format like pdf which are printable on A4 size paper) must be shared on the day of the exam.
- Audit logs for each and every candidate that covers the computer activity done by him/herself should be shared with the MDI office along with the results.
- Individual candidate-wise, item-wise responses and audit trail will be captured and shared with MDI. The Vendor will maintain the data in a secure manner till instructed by MDI to delete the same.

I/We Agree to Scope of Work as given above in Annexure-2

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....

Date:

(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT** (hereinafter referred to as “the Agreement”) made on the ----- of ----- at Gurugram (hereinafter referred to as “the Effective Date”) by and between

-----, a company registered under the Companies Act, 1956 and having its registered office situated at -----, India, (hereinafter referred to as “-----” which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns);

AND

MANAGEMENT DEVELOPMENT INSTITUTE, having its office situated at Mehrauli Road, Sukhrali, Gurgaon – 122007, Haryana, India (hereinafter referred to as “**MDI**”, which expression shall, unless repugnant to the context thereof, mean and include its successors and assigns).

The Party disclosing the Confidential Information is hereinafter referred to as “Disclosing Party” and the Party receiving the Confidential Information is hereinafter referred to as “Recipient”.

WHEREAS:

1. The Parties are exploring the possibility of engaging in mutually beneficial business relationship. The Parties recognize that in the course of their discussion to further the Business Relationship, it will be necessary for each party to disclose to other certain Confidential Information which could be critical and peculiar to their respective businesses (hereinafter referred to as “Purpose”).
2. ~~KOVAION~~ and MDI are now desirous of entering into and being bound by the terms of this Agreement prior to disclosing to each other any of their Confidential Information.

NOW, THEREFORE, for and in consideration of the foregoing, of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

A. CONFIDENTIAL INFORMATION

For the purposes of this Agreement, the term “Confidential Information” means and includes any and all information disclosed to the Recipient by or on behalf of the Disclosing Party, orally, in writing, or in any other medium, however documented (or not documented) and whether or not it is marked “Confidential”. Confidential Information includes, without limitation, any information, which is not readily available to the public, regarding the Disclosing Party’s actual or proposed businesses; forecasts; historical or projected financial information; know-how, processes, research, concepts, ideas, internal operating procedures; investment and business strategies, business plans; Financial & Human Resources Data, Student Data including contact details viz; email, mobile no., phone no. address etc., examination procedures & processes; uploaded documents in FTP Server; exam materials, case studies, diagrams, questions & answers, notes or calculations of

examination, services, products, marketing or manufacturing plans and materials, and sales data; names, addresses, customers, potential customers, vendors; or any other information derived, summarized or extracted from any of the foregoing.

Confidential Information shall not include any information that:

- (a) Is or becomes available to the public other than as a consequence of a breach by the Recipient of any duty of confidentiality;
- (b) Recipient received from a source not bound to the Disclosing Party by obligations of confidentiality; or
- (c) Recipient developed independently without reliance upon the Confidential Information; or
- (d) Was already in the public domain at the time when such information is disclosed by the Disclosing Party to the Recipient; or
- (e) was available to Recipient on a non-confidential basis as shown in written records prior to its disclosure to Recipient by Disclosing Party.

B. DISCLOSURE AND USE RESTRICTIONS

The Recipient undertakes to the Disclosing Party that:

- i. The Recipient shall use reasonable efforts to maintain the confidentiality of the Confidential Information only for the Purpose stated above and not for any other purpose;
- ii. The Recipient shall treat and safeguard as private and confidential all the Confidential Information received or held by the Recipient at any time and will not, without the prior written consent of the Disclosing Party, disclose the Confidential Information to any person other than its employees and/ or advisors (*and in case of -----, any affiliate or third party service provider providing back office/IT support*) on a need to know basis and who shall be informed by the Recipient of the confidential nature of the information.
- iii. The Recipient shall acknowledge that the Recipient's employees or advisors or representatives, or any person to whom such Confidential Information has been disclosed by the Recipient with the prior approval of the Disclosing Party, shall observe confidentiality obligations prescribed under this Agreement and the Recipient shall be responsible for any breach of this Agreement by any of them;
- iv. The Recipient shall not make any copies, reproduce, sell, license, distribute, give away any documents or extracts of documents containing Confidential Information or in any other way duplicate Confidential Information save for fulfilling the Purpose; and
- v. If the Recipient becomes compelled by operation of law to disclose any of the Confidential Information, the Recipient will immediately give written notice of such legal order (if permitted by the applicable law or statutory or court order) to the Disclosing Party and shall fully cooperate with the Disclosing Party to protect confidentiality of such information. In case if in any such event, the Recipient is required to disclose Confidential Information, it shall disclose only that part of the Confidential Information that the Recipient is legally required to disclose, and to use best efforts to obtain an assurance that the Confidential Information disclosed would be treated as confidential.

C. **RETURN OF CONFIDENTIAL INFORMATION**

- i. If so requested by the Disclosing Party and subject to the provisions of this Agreement, the Recipient will promptly destroy or cause to be destroyed, or return or cause to be returned to the Disclosing Party, all Confidential Information received from or on behalf of the Disclosing Party, including all copies or duplicates of such Confidential Information, and all summaries, analyses, compilations, studies, notes, memos or other documents which contain or reflect any Confidential Information. The Recipient further agrees to furnish to the Disclosing Party, a written confirmation of a responsible executive officer, Name, Designation of the Recipient that it has fulfilled its obligations under this clause.
- ii. For the avoidance of any doubt, if it is technically impossible to expunge any Confidential Information from the Recipient IT systems where electronic records are automatically backed up to a backup or recovery system in the ordinary course of business, such residual Confidential Information will continue to be subject to the confidentiality obligations set out in this Agreement. Either party may retain a copy of the Confidential Information as required by any law or regulation, their record retention policy, or to defend its work product provided that such Confidential Information is retained in accordance with the terms of confidentiality obligations under this Agreement.

D. **NON-DISCLOSURE OF BUSINESS RELATIONSHIP**

In addition to the understandings set forth herein with respect to the Confidential Information, the Recipient agrees that it will keep strictly confidential and will not, without the prior written permission of the Disclosing Party, disclose to any third party, the existence or any aspect of any ongoing negotiations, discussions or business dealings between the Disclosing Party and the Recipient.

E. **TERM AND TERMINATION**

This Agreement shall commence on the effective date. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the effective date. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least 1 year from the termination date and/or effect until further notice from the other Party.

F. **REMEDY**

- i. The Recipient understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction in India for interlocutory injunctive relief restraining the Recipient from any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate.

- ii. It is acknowledged that the Recipient shall be liable to the company for payment of the liquidated damages in the amount Rs. <insert total value of financial bid quote here> /- (- ----- Rupees Only) for the breach of any of the clauses contained in this agreement and the Recipient shall pay them to the Disclosing Party without limiting Disclosing Party's right to terminate this agreement for default as provided elsewhere herein.
- iii. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

G. DISPUTE RESOLUTION AND GOVERNING LAW

- a) This Agreement is governed by, and shall be construed in accordance with the laws of India. Matters regarding any dispute shall be referred for arbitration to any officer appointed by the Director of Management Development Institute Gurgaon, whose decision shall be binding and final. Even after arbitration if any questions, disputes and/or differences arises under and out of, or in connection with the contract, if concluded, shall be referred to the High Court of Haryana or any other court in the District of Gurugram (Haryana).
- b) The seat and venue of the Arbitration shall be Gurugram, Haryana.
- c) During the arbitration, the parties shall continue to fulfil their respective obligations under this agreement, except for such obligations which are the subject matter of the arbitration.
- d) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties concerned.
- e) This agreement shall be governed by the laws of India. In respect of all matters arising out or relating to this agreement, the courts at Haryana, India shall have exclusive jurisdiction.

H. MISCELLANEOUS PROVISIONS.

- i. No failure, delay or indulgence by the Disclosing Party in exercising any power or right under this Agreement shall operate as a waiver of that power or right nor shall a single or partial exercise of any such power or right preclude further exercise of that power or right or the exercise of any other power or right under this Agreement.
- ii. If any part of this Agreement is held by any court of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this Agreement that shall remain in full force.
- iii. The Parties hereto agree that no provision of this Agreement shall be deemed as an offer to, or agreement on the conclusion of a definitive contract.
- iv. This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

- v. Disclosing Party shall not make any representation or warranty with respect to any Confidential Information disclosed by it, nor shall either Party or any of their respective representatives have any liability hereunder with respect to the accuracy or completeness of any Confidential Information or the use thereof.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

For -----

Name: -----

Title: -----

For Management Development Ins

Name: -----

Title: -----

Witness:

Name: -----

Witness:

Name: -----

Format-6

Financial Bid

Quote for remote proctored online exams for PGDM-Online Programme at MDI-Gurgaon
(In Indian Rupees)

S. No.	Description	Price (in Rs)	GST (in Rs)	Total (in Rs)
1.	Per Exam Unit Rate (For 2500 exams of upto 3 hrs duration-Long Duration) (A)			
2.	Per Exam Unit Rate (Upto 8500 exams of 30 min. duration- Short Duration) (B)			
3.	Total Price for 2500 exams (Long Duration) (A X 2500) (C)			
4.	Total Price for 8500 exams (Short Duration) (B X 8500) (D)			
5.	Grand Total (C) + (D)			

Note: Any Other charges, Please Specify: _____

Total Price quoted (in Figures): _____

Total Price quoted (in Words): _____

Time (in weeks) required to start remote proctored online exam for MDI students: _____

In case of discrepancy in the amount quoted, the amount mentioned in word or figure which results in lowest payable by MDI will be taken into consideration.

Quotation Validity Period: - 120 days from the last date of Submission of quotation/RFP.

Note:

- Examination Count is only indicative. Price indicated here will be used only for price comparison purposes, while payments during contract term will be based on the actual number of examinations conducted in Academic Year 2024-25. The pricing above should include bundled charges for Managed Services model of delivery that ensures that the system configuration (initial and ongoing) is taken care of by the service provider and necessary reports and deliverables are made available on time.
- Delivery should include one Project in charge along with minimum of two technical support persons at onsite Institute campus for the entire contract period for smooth implementation, functioning and ongoing configuration and issue management support.
- Duration of Contract: Initially for 1 Year, which may be extended for two more years on need basis as per the discretion of the management of MDI Gurgaon and performance of the vendor.

Name of Authorised Signatory)
(Designation of Authorised Signatory)
(Name of Vendor)
Signature & Stamp.....

Date:

Place: