

Notice Inviting Tender



Management Development Institute -Gurgaon

Tender Ref. No.: MDI/CC/2026-27/OPGDM-Exam-AI-Proctor/01

Date: 15.09.2026

Sub: Invitation of sealed quotations for remote Human and AI Proctored examination for a period of three years.

Tender Schedule: -

Bid System	Two Bid System Financial Bid 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	21.10.2026 3:30 PM
Online Pre-bid meeting	23.09.2026 3:30 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 August 21, 2022 3:00 PM. Online 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	On or after 23.09.2026
Bid should be addressed to	Senior Systems Analyst
Bid should be Submit to	To, Senior Systems Analyst 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 favor 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 vendor, Scope of Work, eligibility criteria, system of award of contract, etc. form part of the bid document containing 28 pages in all.

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

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Section A

General Information and Terms and Conditions

1. The bid shall be submitted under Two-Bid system; Financial Bid to be submitted in separate sealed envelope; Rest of the documents along with EMD to be submitted in separate sealed envelope as Technical Bid duly marked as "Tender for remote Human and AI Proctored examination for a period of three years".
2. The vendors 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 vendor from the bid process.
3. All documentation is required to be in English.
4. Corrections/overwriting is not allowed.
5. Please ensure that Tender document must be signed and stamped on all pages as a token of acceptance of all the terms and conditions.
6. This tender document is not an offer and is issued with no commitment. Institute reserves the right to withdraw this notice inviting tender and or vary any part thereof at any stage.
7. Institute further reserves the right to disqualify any vendor, should it be so necessary at any stage. Institute shall not be bound to accept the lowest tender.
8. Institute reserves the right for distributing the work among several vendors. 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.
9. Incomplete bids or receiving the bid after closing date and time are liable to be ignored and rejected.
10. The Institute will not be responsible for non-receipt of bids within the specified date and time due to any reason including postal delay or holidays. Bid received after the closing date/time will not be considered.
11. No quotations would be accepted by E-mail and only sealed hard copies will be accepted.
12. 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.
13. Sub-contract is not allowed.
14. The bid should be submitted on company letter head and should be submitted duly signed by the authorized person.
15. Tender once submitted shall not be returned to the tenderer in future.
16. The Institute reserves the right not to disclose names and rates of successful vendor (s).
17. The financial bid shall be valid for at least 90 Days. Institute will not entertain any request in respect of escalation of price due to any reason whatsoever.
18. For any other query relating to the tender, the vendors may write to- ittender@mdi.ac.in.
19. Institute may, at its discretion, extend the date for submission and/or opening of the bid.
20. Only those vendors should quote who can satisfy the scope of work and other requirements of Institute as stated in Section D.
- 21. Place of Service:** Place of service shall be Management Development Institute Mehrauli Road, Sukhrali, Gurugram - 122007, INDIA. No additional freight or any other charges would be payable towards transportation etc.

22. Termination of contract-

- If the supplier fails to deliver services as per SLA (Service Level Agreement) defined in Scope of work in Section D, Institute shall without prejudice to its other remedies, deduct penalty as defined in the SLA. The amount towards penalty would be recovered while making the quarterly payments.
- In case of continued non-performance and inability to meet requirements, Institute shall reserve the right to terminate the contract after giving 15 days' notice in writing.
- 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.
- After the contract comes to an end the vendor will withdraw their service/equipment from Institute premise within a month.
- The contractor will return the documents, assets etc in working condition.
- Decision of competent authority of Institute regarding determining the performance will be final.

23. Format of Price Schedule and related terms:

- 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.
- The charges quoted shall be kept firm throughout the pendency of contract of this work and no price escalation shall be entertained.

24. Payment Terms:

- 100% payment will be released after completion of each term-end examination on satisfactory receipt of the service(s) and submission of invoice.
- Advance payment will not be made under any circumstances.
- EMD would be released without interest at the end of one year period from date of Purchase Order.

25. 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).

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

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

does Institute 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.

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

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

28. The vendors are expected to examine all instructions, forms, terms& conditions, other details in the tender document carefully. Failure to furnish complete information as asked in the tender document or submission of a proposal not substantially responsive to the tender documents in every respect will be at the vendor's risk and may result in rejection of the proposal.

29. Force Majeure:

Force Majeure is herein defined as any cause, which is beyond the control of the selected vendor or the Institute as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

Natural phenomena, including but not limited to floods, droughts, earthquakes, epidemics; Acts of any Government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes; Terrorist attacks, public unrest in work area Restriction, Freight Embargo; provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The vendor or the Institute shall not be liable for delay in performing his/her obligations resulting from any Force Majeure cause as referred to and/or defined above.

Declaration:

I/We do hereby confirm that I/We have the necessary authority and approval to submit this bid for remote Human and AI Proctored examination for a period of three years as per the terms & conditions mentioned above and also, hereby, agree and accepts the terms & conditions mentioned in clause 1 to 29 under General Information and Terms and conditions.

(Signature)

(Name of Authorised Signatory)

(Designation of Authorised Signatory)

Company Stamp

Date:

Place:

Section B

Evaluation of the Tender

A. Bid Rejection Criteria:

1. Bids without EMD would be rejected.
2. Bids not received within the specified due date and time are liable to be rejected.
3. Bids without Profile and declaration on company's letterhead would be rejected.
4. Bidder should have experience of successfully executing similar projects in the last five years
5. Bidder not having average annual turnover of Rs. 02 Crore during the last three financial years.
6. The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years. Bidders required to submit CA Certificate or any other relevant certificate indicating the turnover for the last 3 consecutive Financial Years.
7. The bidder should not have been barred/ blacklisted by any Central/ State Government departments/ Organizations/ PSUs/ University/ Institute. Declaration On Non-Judicial Stamp Paper of Rs. 10/- as per format given in given in Section C.
8. NDA on Non-Judicial Stamp Paper of Rs. 100/- as per format given in Section C
9. Not submitting copy of GST & PAN registration certificate.
10. The bidder should quote for all the items mentioned in the tender, failing which, their bid will be rejected.
11. If financial bid is submitted along with technical bid and not submitted separately in sealed envelope.
12. The bidder should have adequate facilities, manpower and staff for installation, testing, commissioning and for providing services.
13. The bidder should have an office in Delhi NCR manned with their own qualified support staff/Engineer with their Customer Support Number (Details to be provided)
14. Bidder should have their own Development Team and cloud facilities as per MeitY guidelines.
15. Not agreeing to Scope and any deviation would disqualify the bid.
16. Not having minimum qualification criteria mentioned in clause below.

B. Minimum Required Qualification Criteria:

Following will be the minimum pre-qualification criteria. Each eligible vendor 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.	<i>Pre-qualification Criteria</i>	<i>Supporting Compliance document</i>
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 since 05 (Five) years as on 31.03.2026 for the works mentioned in the scope of work and item details	Copy of purchase Order Submitted as proof as per Bid Rejection Criteria
3.	The Bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2023-24, 2024-25, 2025-26)	Attach certificate from CA or any other relevant certificate.
4.	The Bidder should have an average annual turnover of Rupees 02 Crore in each of the last 3 consecutive Financial Years FY 2023-24, 2024-25, 2025-26)	CA certified document with name of CA registration number, signature and stamp or any other relevant certificate.
5.	The bidder should have at least One running contract preferably University/ Institute with at least 1000 students. Contracts should preferably be in Central Govt. University/ State Govt. University/ IITs / IIMs/Reputed Educational Institute in India within last 3 years.	Copy of Work Order / Contract along with Completion Certificate.
6.	The firm should not be blacklisted by any Central Govt. / State Govt. / PSU/Govt. Bodies/ IITs & IIMs/Reputed Educational Institutes in India.	Affidavit on Non Judicial Stamp Paper as per format in Section-C to be submitted

C. Evaluation Procedure and Selection

- Bidders will be technically qualified based on Information/documents provided by the Bidder and meeting the scope given in the Tender
- MDI decision will be final for the evaluation of Technical Bids and is binding on all bidders.

D. Procedure for Evaluation of Responsive Technical Bids and awarding Technical Score:

- Bidders will be technically qualified based on Information/documents provided and Technical presentation done by the Bidder.
- Only those Technical Bids that are found compliant/suitable after technical evaluation done by MDI will move to next stage of Financial Bid Opening.

E. Parameters for Technical Evaluation (Documentary proof to be submitted for claiming marks) :

S. No.	Description	
1.	Profile of Company & number of years in BusinessMax 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:10)	Level 5: 10 Marks Level 4: 7 Marks Level 3: 5 Marks

3.	Average Annual Turnover of the Firm and profitable during each of the last three years (Max Score:10)	> 4 Crore: 10 Marks >2 Crore and < 4 Crore: 7 Marks ≥2.0 Crore:5 Marks
4.	No. of similar Projects Executed (as per scope in Section D) Premier B- Schools/ University like IIMs, IIT, XLRI etc (Max Score: 40)	5 Marks for each Project comprising upto 5000 exams of upto 3-hour duration 10 Marks for each Project comprising 5001 to 10000 exams of 3-hour duration
5.	Presentation (Max Score: 30) Presentation is mandatory	
	Total Technical Score: 100	
Points in S. No. 1 to 4 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. Presentation is mandatory		

- Minimum Technical Score required for opening of Financial Bid: **70 Points**. Presentation is mandatory.
- MDI decision will be final for the evaluation of Technical Bids and binding on all bidders.

The Financial Bids of only the technically qualified Bidders scoring 70 points and above would be opened.

Procedure for Selecting the bidder

The work shall be awarded to the L1 bidder from among the technically qualified bids.

System of award of contract (L1 basis):

The vendor who satisfies the qualification criteria as indicated and offering lowest rate (L1) (As per Financial bid format provided in Section E) would be selected.

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

Section C

FORMAT – 1

S. No	Organizational Contact Details. Submit documentary evidence for each of the following	
1.	Name of Organization (Profile to be submitted)	
2.	Year of establishment (Incorporation Certificate to be submitted)	
3.	Number of employees	
4.	Main areas of business	
5.	Type of Organization Firm/ Company/ registered under the Indian Companies Act, 2013 (Copy of registration document)	
6.	Whether MSME?	
7.	Udyam Registration No. (copy to be submitted)	
8.	PAN No (copy to be submitted)	
9.	GST No. (copy to be submitted)	
10.	Details of EMD submitted (Original EMD Submitted) Amount, DD No, Date, Bank	
11.	Whether the firm has been 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.	
12.	Average Turnover (Rs. In Lakhs) (CA Certificate to be submitted) 2023-24 2024-25 2025-26	
13.	Profitability (Rs. In Lakhs) (CA Certificate to be submitted) 2023-24 2024-25 2025-26	
14.	List of 3 Clients of similar works in Higher Education Institute/ University (Work Order/ Completion Certificate to be	

	submitted) Client 1 Client 2 Client 3	
15.	List of 3 Clients of similar works in Govt/ PSU/ Companies (Work Order/ Completion Certificate to be submitted) Client 1 Client 2 Client 3	
16.	Address of registered office with telephone no. & E-mail	
17.	Address of offices - in Delhi NCR	
18.	Authorized Contact Person Name: Telephone no. E-mail ID	
19.	Whether Affidavit-1 Submitted on Non- Judicial Stamp paper of Rs. 10	
20.	Whether Affidavit-2 submitted on Non- Judicial Stamp paper of Rs. 100	
21.	Whether Agreed to Scope of Work in Section D	
22.	Whether CMMI certified	
23.	Whether Technical and Financial Bid submitted in separate sealed envelope	
24.	Whether Tender document submitted signed and stamped on each page (Copy signed and stamped on each page as agreement of terms and conditions to be submitted)	
26.	Submit Process flow diagram for the online Exam process	
27.	Submit Contact Person for MDIG and also escalation level matrix	

Enclose all supporting documents

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

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

FORMAT – 2

Experience of similar works
Add a row for Each Client
Minimum three required

S.No.	Client Name (Higher Education Institute / University/ Govt. / PSU)	Size of the Project (No. of examinations)	Value of the Project in INR	Client Contact No.	Client Email ID	Completion Certificate Attached
						Yes ☐ / No ☐
						Yes ☐ / No ☐
						Yes ☐ / No ☐
						Yes ☐ / No ☐
						Yes ☐ / No ☐

Encl: As above.

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

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

Date:

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Place:

FORMAT – 3
(To be certified by CA)

Financial Strength of the Organization				
S. No	Financial Year	Whether profitable (Yes/NO)	Annual profit Lakhs Rs.)	net (in of Overall annual turnover (in Lakhs of Rs.)
1	2023-24			
2	2024-25			
3	2025-26			
Note: Please enclose auditor's certificate or any other relevant document in support of your claim.				

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

Encl: As above.

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

FORMAT – 4

Affidavit-1

(DECLARATION 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 fulfillment 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 90 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, for forfeiture of all dues including 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 and rejection of 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.

(Signature of the Tenderer with Seal)

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 three 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: -----

Section D

Scope of Work

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

- General
- Pre- Examination
- Examination
- Post Examination

General

- No of quiz type (short duration) exam for all course and all candidates: 9500 approx*
- No. of mid-term & end-term exams (2 to 3 hrs duration) for all courses and all candidates: 6500 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
 - ✓ Coding Exam such as Python, C++, JAVA etc.
 - ✓ 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 (Human and 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 Human and AI Proctoring activity must have the following features:
 - ✓ Establish candidate authentication through MDIG issued or Govt. issued id card; 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, biobreaks 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/hers 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.

Features Required

System Capabilities

Description	Feature Available	Remarks
Pre-Exam & Authentication Features		
Multi-Factor Identity Verification: AI-driven facial matching against a Government/Institute issued photo ID uploaded in real-time.	Yes ☐ / No ☐	
Liveness Detection: AI prompts (e.g., blink, turn head) to ensure the candidate is a live person and not holding up a static photograph.	Yes ☐ / No ☐	
Hardware & System Check: Automated verification of webcam, microphone, stable internet bandwidth, and battery levels before launching the test.	Yes ☐ / No ☐	
360-Degree Room Scan: Forcing the candidate to rotate their camera to ensure no unauthorized materials, secondary screens, or other people are in the room.	Yes ☐ / No ☐	
LMS Integration: Seamless single sign-on (SSO) and compatibility with major Learning Management Systems (Canvas, Moodle, Blackboard, etc.).	Yes ☐ / No ☐	
Secure Browser Lockdown (Anti-Cheating)		
Navigation & Tab Control: Complete block on opening new tabs, windows, or navigating outside the test page.	Yes ☐ / No ☐	
Cut/Copy/Paste Prevention: Disabling clipboard actions to prevent pasting leaked answers or copying test questions.	Yes ☐ / No ☐	
Print Screen & Screenshot Blocking: Disabling OS-level shortcut keys (e.g., Cmd+Shift+4, PrintScreen) and third-party recording software.	Yes ☐ / No ☐	
Peripherals & Dual Monitor Detection: Automatic blocking of external displays, screen-	Yes ☐ / No ☐	

mirroring devices, or unauthorized Bluetooth/USB connections.		
AI-Powered Monitoring (Automated Invigilation)		
Facial Behavior & Gaze Tracking: AI flags when a candidate leaves the frame, if multiple faces appear, or if eye movements show prolonged looking away (consulting notes).	Yes ☐ / No ☐	
Objects & Device Detection: AI object-recognition models trained to instantly flag smartphones, books, notebooks, or calculators.	Yes ☐ / No ☐	
Advanced Audio Analytics: Smart voice filtering that ignores static/ambient noise but flags human whispers, background talking, or opening of device noises.	Yes ☐ / No ☐	
Explainable AI Flags: The system shouldn't just say "cheating"—it must apply time-stamped risk scores (Low/Medium/High) indicating exactly why a flag was raised.	Yes ☐ / No ☐	
Live Human Proctor Controls		
Multi-Candidate Dashboard: A grid-view layout allowing a single human proctor to seamlessly monitor 6 to 16 live streams simultaneously.	Yes ☐ / No ☐	
Proctor-to-Student Chat: A secure, built-in text or audio channel allowing the proctor to issue warnings or guide a student experiencing technical glitches.	Yes ☐ / No ☐	
Live Interventions: Capabilities for the human proctor to pause, extend time, or immediately terminate an exam session if a major violation is caught live.	Yes ☐ / No ☐	
"Proctor the Proctor" Oversight: A super-admin view where master proctors can monitor the active performance, chat history, and response times of individual human invigilators.	Yes ☐ / No ☐	
Post-Exam Analytics & Auditing		
Comprehensive Video/Audio Playback: Secure cloud storage of the entire webcam feed, screen recording, and audio track.	Yes ☐ / No ☐	
Interactive Timeline Markers: A video timeline flagged with color-coded markers where the AI or a human proctor noted suspicious activity for quick post-exam auditing.	Yes ☐ / No ☐	
Credibility Index Reports: An automated scorecard ranking test-takers based on their overall integrity score to help reviewers focus only on high-risk cases.	Yes ☐ / No ☐	

Tamper-Proof Audit Logs: System-level tracking logs showing every single keystroke, network dip, page refresh, or hardware disconnect.	Yes ☐ / No ☐	
Privacy, Accessibility, & Compliance		
Data Privacy Compliance (Please mention)	Yes ☐ / No ☐	
Low Bandwidth Optimization	Yes ☐ / No ☐	
Accessibility Controls (WCAG Compliance): Compatibility with screen readers, adjustable text sizing, and specialized behavioral baseline adjustments for neurodivergent test-takers (so heavy fidgeting or looking away doesn't trigger false cheating flags).	Yes ☐ / No ☐	

Question Bank Authoring System

Description	Feature Available	Remarks
Content Creation & Formatting (The Editor)		
WYSIWYG Rich Text Editor: Support for advanced text formatting (bold, italics, underlines, text coloring, and custom fonts).	Yes ☐ / No ☐	
Rich Media Integration: Ability to easily embed images, audio clips, videos, and PDFs directly into the question stem or answer choices.	Yes ☐ / No ☐	
Advanced Mathematical & Scientific Notation: Built-in support for LaTeX or MathType to render complex formulas , equations, and symbols seamlessly.	Yes ☐ / No ☐	
Coding Snippet Support: Code block formatting with syntax highlighting for computer science and programming exams (supporting languages like Python, Java, C++, etc.).	Yes ☐ / No ☐	
Tables and Diagrams: Native tools to construct tables, insert geometric shapes, or create charts.	Yes ☐ / No ☐	
Diverse Question-Type Support		
Standard Objective Types: Multiple Choice (MCQ), Multiple Response (MRQ), True/False, and Fill-in-the-Blanks	Yes ☐ / No ☐	
Interactive / Tech-Enhanced Items (TEIs): Drag-and-drop, hotspot identification (clicking an image), matching matrices, and ordering/sequencing items.	Yes ☐ / No ☐	
Subjective / Essay Type: Long-form text entry with word-count limits, rich-text options for students, and file-upload capabilities (for handwritten work scans).	Yes ☐ / No ☐	
Multi-Part / Passage-Based Questions: Ability to link a single long-form reading passage, case study, or video clip to multiple subsequent questions	Yes ☐ / No ☐	
Question Bank Organization & Metadata		

Multi-Tiered Taxonomy Hierarchy: Ability to tag questions by Subject --> Topic --> Sub-topic.	Yes ☐ / No ☐	
Difficulty Level Tagging: Classification based on complexity (e.g., Easy, Medium, Hard) or cognitive levels (e.g., Bloom's Taxonomy: Knowledge, Application, Synthesis).	Yes ☐ / No ☐	
Mapping: Fields to log historical Item Response Theory (IRT) statistics, such as difficulty index and discrimination index, calculated from previous exams	Yes ☐ / No ☐	
Advanced Filtering & Search: Search filters by author, creation date, keywords, question type, cognitive level, or usage history.	Yes ☐ / No ☐	
Question Paper Blueprinting & Generation		
Automated Test Generation (ATG): A smart engine that auto-creates an exam paper based on a strict blueprint (e.g., "Pull 10 Easy MCQs from Topic A, 5 Hard Essays from Topic B").	Yes ☐ / No ☐	
Manual Assembly Interface: A split-screen or drag-and-drop builder allowing authors to manually pick and arrange questions from the bank.	Yes ☐ / No ☐	
Section & Time Management: Ability to group questions into distinct sections (e.g., Section A: Quant, Section B: Verbal) with section-specific instructions and dedicated timers.	Yes ☐ / No ☐	
Real-Time Marks/Weightage Tracking: A running counter showing total marks, estimated duration, and question distribution to ensure it matches exam constraints before publishing.	Yes ☐ / No ☐	
Collaborative Workflow & Security		
Role-Based Access Control (RBAC): Distinct permissions for Content Creators, Reviewers, Subject Matter Experts (SMEs), and Publishers.	Yes ☐ / No ☐	
Version Control & Audit Logs: Tracking every change made to a question, who made it, and when, with the ability to roll back to previous versions.	Yes ☐ / No ☐	
Strict Anti-Leak Measures: Disabling copying/pasting within the authoring panel, watermarking draft question papers, and masking sensitive questions from unauthorized staff.	Yes ☐ / No ☐	
Delivery Preparation & Anti-Cheating Controls		
Question Shuffling & Randomization: System-level capability to randomize the delivery order of questions per candidate.	Yes ☐ / No ☐	
Option Shuffling: Automatically randomizing the order of answer choices (A, B, C, D) for every individual test-taker.	Yes ☐ / No ☐	

Dynamic Variable Generation (Algorithmic Questions): Ability to use variables in math/science questions so every student gets the same problem template but with different numbers	Yes ☐ / No ☐	
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I/We Agree to Scope of Work as given above

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

Section E
Financial Bid

Quote for Online Exam AI and Human Proctored for MDI Gurgaon for period of three years
(In Indian Rupees)

S. No.	Description	Qty	Unit Price (Excl GST)	Total Annual Price (Excl GST)	GST	Total Price (Incl. GST)
1	Short terms Exam (15-20 min duration)	9500				
2	Long term Exam (2-3 Hours duration)	6500				
	Grand Total					

Note:

- The Scope give in Section D must be agreed. The bid with deviations would be rejected.
- Quotation Validity Period: - 90 days from the last date of Submission of quotation/tender.
- In case of discrepancy in the amount quoted, the amount mentioned in word or which results in lowest payable by MDI will be taken into consideration.
- Price quoted should be inclusive of freight, cartage, delivery at MDI Gurgaon Campus. Nothing extra will be paid.
- MDI may place the order for the whole/ some of the items indicated above. Quantity of each item may vary (increase/ decrease) at the time of placing the order. Decision of competent authority of MDI in this regard shall be final and acceptable to the bidder.
- 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 respective Academic Year.
- 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 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 yearly based on same rate and terms and conditions, on satisfactory performance of vendor and on need basis as per the discretion of the management of MDI Gurgaon. However, the price quoted shall be valid for a period of three years.

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