

**Bid Document**  
For  
**Conduct of Computer Based Test (CBT)**  
for  
**CIPET Recruitment**



**(Tender Document)**

**Central Institute of Petrochemicals Engineering & Technology**

*Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers,*

*Govt. of India,*

TVK Industrial Estate, Guindy, Chennai – 600 032

[www.cipet.gov.in](http://www.cipet.gov.in)

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**DISCLAIMER:**

This tender is an invitation to receive Bids from Eligible HR Agencies and not an offer by Central Institute of Petrochemicals Engineering & Technology (CIPET). Until and unless a formal agreement / contract is signed and executed by a duly authorized Officer of CIPET with the Selected HR Agency there shall be no contractual obligation whatsoever arise from the tender process.

**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY**  
Administration Department, Head Officer, Guindy, Chennai

CIPET/HO/Admin/Tender/HR Agency/2024

26 June, 2024

**NOTICE**

**CALL FOR TENDER (through GeM) FROM EXPERIENCED HUMAN RESOURCE (HR) AGENCIES FOR RECRUITMENT SERVICES.**

Tenders are invited in two bid system (Technical proposal and Financial proposal) from reputed and experienced Human Resource agencies to provide recruitment services on all India basis to CIPET to undertake recruitment of personnel at various levels in different disciplines. Detailed eligibility & other criteria may be viewed from the tender document. CIPET reserves the right to modify, expands, restrict, scrap, refloat or cancel the Tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

The tender document containing Tender Forms, Specification, terms and conditions, destinations etc. can be seen and downloaded **from our portal [www.cipet.gov.in](http://www.cipet.gov.in)** . Tender document can also be downloaded from CIPET website: [www.cipet.gov.in](http://www.cipet.gov.in) or Central Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) also. The **Banker's cheque/ Demand Draft** against Earnest Money Deposit (EMD) should be in favour of **Central Institute of Petrochemicals Engineering & Technology** issued from any scheduled commercial Bank payable at **Chennai or EMD should be deposited through RTGS/NEFT** in CIPET A/c No. 33045480660, Bank Name -State Bank of India, IFSC Code – SBIN0000956, Branch Address: Guindy, Chennai, Tamil Nadu-32.

Bid without payment of Tender cost is liable for rejection. However, MSEs as per Public Procurement Policy of MSME 2012 are exempted from EMD, subject to furnishing of the valid documentary proof in support of claim. Provision for relaxation to all Start-up Enterprises required turnover and required experience in Public Procurement (PP) is applicable as per DIPP Office Memorandum No. F-20-2/2014-PPD (pt) dated 27.07.2019 & 20.09.2016 subject to furnishing of the documentary proof in support of claim along with their request letter.

CIPET reserves the right to accept or reject any or all the tenders, alter or cancel the quantity without assigning any reason thereof. Any further corrigendum(s) to this tender shall be published only on our website/e-portal. Hence, all are requested to follow up the website/e-portal.

**Principal Director (Admin)**

## **INTRODUCTION**

Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as Central Institute of Plastics Engineering & Technology (CIPET) is an ISO 9001:2015 QMS, NABL, ISO/IEC 17025:2005 accredited premier National Institute devoted to Skill Development, Technology Support, Academic & Research (STAR) activities for the growth of petrochemicals & allied industries in the country. CIPET was established by Government of India in 1968 at Chennai.

Head Officer of CIPET is in Chennai. Today, CIPET has **46 Centres spread across the country. Institute of Plastics Technology (IPT) at Ahmedabad, Bhubaneswar, Chennai, Jaipur, Kochi, Lucknow & Raipur; Centre for Skilling & Technical Support (CSTS) at Ahmedabad, Agartala, Amritsar, Aurangabad, Baddi, Balasore, Bhopal, Bhubaneswar, Bhagalpur, Chandrapur, Chennai, Dehradun, Guwahati, PWMC-Guwahati, Gwalior, Hajipur, Haldia, Hyderabad, Imphal, Jaipur, Kochi, Korba, Lucknow, Madurai, Murthal, Mysore, Navsari, Sanad, Raipur, Ranchi, Valsad, Vijayawada, Varanasi; Sub-Centres at Pallakad, Paradeep & Tamot; School for Advanced Research in Polymers (SARP) at LARPM – Bhubaneswar; ARSTPS-Chennai, APDDRL-Bengaluru and upcoming Centres at Bihta, Ayodhya, Jammu, Nasik & others. The number of Centres likely to increase in near future.**

All the state-of-the-art Centres are equipped with excellent infrastructure facilities in the areas of Design, CAD/CAM/CAE, Tooling & Mould Manufacturing, Plastics processing, Testing and Quality Assurance with plan fund support from Government of India. The infrastructure facilities in terms machinery, equipment and technology are continuously upgraded and modernized in tune with needs of plastics & allied industries.

CIPET renders Technology Support Service in the areas of design, tooling, plastics processing and testing and quality assurance in India and abroad. CIPET has been in the forefront of strengthening the technological capabilities and has been constantly building capacities and leveraging its expertise, calibre and skill sets to meet the emerging and evolving needs of the industries.

CIPET works in close liaison with industries to implement its initiatives in the areas of Polymer and allied industries in accordance with the environmental policies of the country. CIPET's sustained efforts in creating awareness on environmental issues towards plastics and plastics waste management has been very well received by the industry.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. GENERAL INFORMATION**

**The Recruitment process involves following activities:**

- Stage 1:** Pre-Examination - Pre-Examination arrangements
- Stage 2:** Examination - Conduct of CBT examinations & related activities
- Stage 3:** Post Examination - Final declaration of results & preservation of records till final handing over to the Organization.

**Note:** Activities to be performed/how to be performed/Detailed process of activities for Stage 1, 2 & 3 above, is mentioned in detail in the Scope of work.

### **2. TERMINOLOGY**

Unless the context otherwise requires, the following terms whenever used in this document have the following meanings:

**Contract:** Means the Contract signed by the parties, to which these GCC are attached together with all the documents listed/required in such signed Contract.

**Government:** Means Government of India or any State Govt., as the case may be.

**Competent Authority:** Means Competent Authority of Central Institute of Petrochemicals Engineering & Technology (CIPET)

**Organization / CIPET:** Means Central Institute of Petrochemicals Engineering & Technology

**Agency:** Means HR Agency/Recruitment Agency

**Applicable Law:** This contract including all matters connected with this contract shall be governed and constructed in accordance with the Indian Law both substantive and procedural and shall be subject to the exclusive jurisdiction of courts at Chennai.

**Party:** Means the Organization OR the Agency, as the case may be, and **Parties** means both the Organization and Agency.

**Examination Control Unit Center (ECUC):** The unit where the hosting of main server will be conducted by the selected agency.

### **3. INSTRUCTIONS TO BIDDERS**

The Applicant Agencies must read and wholly understand all the instructions in the tender Document and submit the same accordingly.

- a) Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- b) Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- c) Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- d) Bidders must pay required payments EMD as mentioned in the tender document, before submitting the bid.
- e) Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
- f) Bid to be submitted on GeM portal only. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
- g) Bidders should follow the established GeM process while uploading the Bid.

#### **4. PROPOSAL EVALUATION**

A two-stage procedure shall be adopted for evaluating the proposals. The technical evaluation shall be carried out first. The financial evaluation will be carried out only for those agencies which fulfill the technical criteria.

##### **4.1. Technical Proposal**

The Evaluation Committee appointed by CIPET shall carry out its evaluation for the technical proposal.

##### **4.2. Financial Proposal**

Financial proposal of only those agencies which fulfill the technical criteria will be opened in accordance with the established GeM process.

#### **5. VALIDITY OF THE QUOTATION**

The Offer shall remain valid for a period of 90 days from the last date of submission of tender documents.

#### **6. ISSUE OF LETTER OF INTENT**

- i. The issue of letter of intent/Work Order shall constitute the intention of CIPET to award the work as specified in the tender document with the successful agency/bidder.
- ii. The bidder shall give his acceptance with the time frame specified by GeM.
- iii. The bidder shall submit the Security Deposit/Performance Guarantee as mentioned in the bid documents and sign an agreement on a Non-judicial Stamp paper of Rs.100/- in the prescribed format as provided by CIPET.

## 7. ESSENTIAL PRE-REQUISITE/CRITERIA FOR AGENCIES

The agencies meeting with the below essential criteria are eligible to desirous to participate in this tender and for that agency should attach the supporting documents:

- i. The agency is incorporated under the Companies Act, 2013 with the main objective of recruitment & related testing services.
- ii. The agency should have successfully conducted recruitment for PSUs/Govt. Departments during last three years in India and must have high credibility in handling Recruitment/Selection activities for Government Departments/PSUs.
- iii. The agency should have 7 years' experience in conducting recruitment.
- iv. The Agency should have minimum Annual average turnover of more than INR 2.0 crores (Rupees Two crores only) from Recruitment & Assessment activities of or the last three financial years ending March, 2024. Audited financial statement for last three years should be submitted along with the technical proposal. In case segment wise result is not mentioned in the audited financial statement a certificate to this effect may be enclosed from Company's Chartered Accountant.
- v. The agency should be registered with appropriate tax authorities i.e. Income Tax, Service Tax/GST registration and under all other applicable laws i.e. labour department & other and should submit copies of the same.
- vi. The agency should have registered under EPF & ESI and should have sizable number of employees employed in-house in India to conduct of exam, development of software, maintenance of software, networking and data security.
- vii. The agency should have the capability to conduct Computer-based end to end examination all over India atleast for 15000 candidates in one session.
- viii. The agency should have successfully executed at least 03 (three) related projects across the county with an overall capability of at least 12000 candidates in a single shift. The documentary evidence in the form of a Work Order/contract and performance report must be enclosed on the client's letterhead. The experience as a consortium partner will not be considered.
- ix. The Agency should have his own examination centre in major cities across India.
- x. The agency should have Capability Maturity Model Integration (CMMI) Level-5 certification in service and development duly validated at [cmiiinstitute.com](http://cmiiinstitute.com)
- xi. Any experience as a consortium partner will not be considered.
- xii. The Agency must be able to conduct examination in multiple subjects in English and Hindi or any other language as applicable. The test delivery system should be able to handle this aspect of multiple languages on multiple subjects very well.
- xiii. The Agency should own copy right of the source code of the solution and should have its own infrastructure/infrastructure from partnering organization in all the major cities in India with validated nodes/computers, appropriate technology, hardware and software,



dedicated connectivity, trained proctoring staff, adequate security measures, due diligence etc.

xiv. The agency and/or any of its Directors should not have been convicted by any court of law nor any criminal case is pending against them before any court of law or Statutory Authority and the agency should not has/had been debarred/banned/de-listed/blacklisted by any Govt. Department /Regulatory /Statutory Body /PSUs /UPSC /SSC or any other Public Service Commission from future participation in any such tender relating to handling of recruitment process in any manner whatsoever on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. An affidavit on non-judicial stamp paper to this effect is to be submitted by the agency duly signed by their Director(s) and Company Secretary, or by two Directors if company does not have any Company Secretary.

xv. The agency should submit the satisfactory performance report from their client from Govt. / PSUs/UPSC/SSC or concerned State Public Service Commission.

xvi. The eligibility criteria regarding conducting the CBT is detailed in the **Annexure-I**.

xv. Even though bidders may satisfy the above requirements, they may be disqualified if they have:

Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.

If confidential inquiry reveals facts contrary to the information provided by the bidder.

If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

If bidder is engaged in any activity such as conducting of coaching classes etc. which can influence conduct of professional exam.

## Scoring Model

Sr. No.	Criteria	Score
<b>1.1</b>	<b>Bidder's Profile</b>	<b>10</b>
1.1.1.	Legal Structure	
	Partnership /Proprietary	1
	Private Limited	3
	Limited Company/PSU/Govt. Dept	5
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance/Implementation/ Operations)	
	600-1000	1
	1000-1500	3
	> 1500	5
<b>1.2</b>	<b>Bidder's Certification for the last 3 years</b>	<b>10</b>
	CMMi level Development	
	CMMi level 3 Development	1
	CMMi level 4 Development	3

	CMMi level 5 Development	5
	CMMi level Service	
	CMMi level 3 Service	1
	CMMi level 4 Service	3
	CMMi level 5 Service	5
<b>1.3</b>	<b>Bidder's Financial Capability</b>	<b>20</b>
	More than 50 CR and Less than 100 Crore INR	8
	More than 100 CR and Less than 150 Crore INR	15
	More than 150 Crore INR	20
<b>1.4</b>	<b>Bidder's experience in CBT</b>	<b>30</b>
1.4.1	Maximum no of candidates appeared in computer based examination in single shift completed in India in last three year (as on date of bid submission)	
	30,000 - 50,000 Candidates	10
	50,001 – 1,00,000 Candidates	20
	> 1,00,001 Candidate	30
<b>1.5</b>	<b>Bidder's infrastructure capability</b>	<b>20</b>
1.5.1	Owned Node (available 24X7 with minimum 250 nodes in each center) Capability across India (Proof to be submitted)	
	<=30,000	4
	30,001 – 1,00,000	7
	>1,00,000	10
<b>1.5.2</b>	Primary Data Center with Secondary DC site to be managed by the bidder/ group of companies for data Security	
	Tier III DC infrastructure with Secondary DC outsourced by the bidder/ group of companies	4
	'Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies	7
	Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies with Cert-in Certified infrastructure	10
<b>1.6</b>	<b>CERT-IN Certified Solution</b>	<b>10</b>

Total Score: 100 (**Eligibility condition:** Any bidder scoring less than 60% in the above Technical Score, will be deemed as technically not eligible.)

## 8. VOLUME OF WORK

CIPET does not guarantee any definite volume of work or any particular service at any time or throughout the period of contract.

## 9. FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means any unforeseen event directly interfering with the services during the currency of the contract such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lockout, act of public enemy, act of God, sabotage which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The obligations of CIPET and the Agency shall remain suspended if and to the extent that they are unable to carry out such obligations owing to force majeure or reasons beyond their control. The failure of a Party to fulfill any of its obligations under the contract shall not be considered

to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event.

(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible not beyond 48 hours about the occurrence of such an event and such impossibility subsists for not less than 60 days.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. The Agency is entitled to the payments for the portion of the work already completed before the happening of any event constituting force majeure culminating in termination of contract only if the purpose of CIPET is fulfilled partly to proceed further. Decision of CIPET in this regard will be final.

## **10. EARNEST MONEY DEPOSIT**

The Agency shall furnish an Earnest Money deposit (EMD) of Rs.1,00,000/- in the form of **Banker's cheque/ Demand Draft** drawn be in favour of **Central Institute of Petrochemicals Engineering & Technology** issued from any scheduled commercial Bank payable at **Chennai** at the time of submission of proposal and same to be mentioned while filling of the Bid/through online mode **through NEFT/RTGS in CIPET A/c No. 33045480660, Bank Name -State Bank of India, IFSC Code – SBIN0000956, Branch Address: Guindy, Chennai, Tamil Nadu-32.**

**The hard copy of the Banker's cheque/ Demand Draft need to be deposited at CIPET Head Office, TVK Nagar, Guindy, Chennai on the following day of last date of submission of the Bid.**

The EMD of unsuccessful bidder will be refunded without interest after awarding of the contract to L1 bidder( within 30 days). The EMD of the selected Agency will be refunded without interest on signing of agreement and submission of performance guarantee unless forfeited on the grounds of unsatisfactory service. The decision as to what constitutes" unsatisfactory service" shall solely lie with CIPET and shall be final & binding.

If the agreement is not signed and performance guarantee is not submitted **as per Clause 22, the EMD amount** will be forfeited and in case of Agencies who are exempted from EMD shall not be allowed to participate in any tender issued by CIPET for a period of 05 years.

## **11. AGREEMENT**

The parties i.e. CIPET and the Selected HR Agency will enter into an agreement within 15 days from the date of issue of Letter of Intent by CIPET. The terms & condition mentioned in this Tender document will also be the part of the Agreement.

## **12. OTHER TERMS & CONDITIONS**

Any changes / amendments in the terms of the document can only be made in writing and by mutual agreement. The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of India for the time being in force.

Any notice, request, or consent made pursuant to the final Contract shall be in writing and shall be deemed to have been made when delivered in person or sent by registered/speed post/courier to an authorized representative of the Party. The Services shall be performed at such locations as specified by CIPET from time to time.

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by CIPET or the Agency, may be taken or executed only by the officials authorized by their Competent Authority, respectively. Unless otherwise specified, the Agency, and their Personnel shall pay such taxes, duties, fees etc. as may be levied under Central/State law and the same will not be reimbursed by CIPET under any circumstances, whatsoever.

## **Commencement, Completion, Modification, & Termination of Contract Effectiveness of Contract**

### **12.1. Commencement of Services**

The contract shall come into effect from the date of issuance of letter of intent by CIPET. The Agency will be engaged for 03 (three) years from the date of execution of the Agreement between CIPET and the HR Agency and extendable for one more year on mutual consent taking into consideration the performance of the agency on the said executed Agreement.

The selected agency is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by CIPET as per its requirement. If the Agency fails to commence the assignment within the specified schedule as per work order, the contract shall be liable to be terminated.

### **12.2. Expiration of Contract**

Unless terminated earlier, Contract shall expire at the end of such time period after the effective date as specified in the work order(s).

### **12.3. Modification / Amendment**

No amendment of any provision of contract / agreement shall in any event be effective unless the same has been agreed and made in writing by both the parties. After award of the contract, any incidental changes in the modus of implementation can be agreed to mutually in writing.

### **12.4. Subletting**

The Agency shall not sublet, transfer or assign the contract or any part thereof to other party. In the event of the Agency contravening this condition, CIPET shall be entitled to terminate the contract and get the work done through other party at the risk & cost of the Agency. In such case the performance guarantee of the Agency, will be forfeited and the agency will be debarred from participating in any tender process of the Organisation in future for a period of 05 years.

### **12.5. Termination**

#### **(i) By Organisation (CIPET)**

CIPET may terminate this Contract, by giving not less than thirty (30) days written notice of termination to the Agency, to be given after the occurrence of any of the events specified below in clauses (a) to (d) and sixty (60) days in the case of the event referred to in clause (e):

- (a) If the Agency commits breach of contract or do not remedy /rectify a failure in the performance of their obligations under the Contract.
- (b) If the Agency's Performance is not satisfactory in any of the recruitment process during the period of engagement.
- (c) If the Agency become insolvent or bankrupt;

(d) If, as the result of FORCE MAJEURE, the Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(e) If CIPET, in its sole discretion, decides to terminate this Contract.

In the event of termination on unsatisfactory service or in violation of any of the terms & conditions of contract, the performance guarantee shall stand forfeited in addition to banning of Agency for a period of 5 years.

## **(ii) By Agency**

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to CIPET if, it fails to pay any undisputed amount due to the Agency under the Contract, provided that if, CIPET pays such amount within the notice period such termination notice shall become in-fructuous.

## **12.6. Payment upon Termination**

CIPET at its sole discretion may decide & pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of terms of contract by the Agency.

## **13. OBLIGATIONS OF AGENCY**

The Agency shall perform the Services and carry out their obligations with all due diligence, efficiency, confidentiality and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe secured methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to CIPET, and shall at all times support and safeguard CIPET's legitimate interests in any dealings with the third parties.

### **13.1. Agency not to Benefit from Commissions, Discounts, recruitment fee etc.**

The recruitment charges of the Agency shall constitute the Agency' sole payment in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract, and the Agency shall use their best efforts to ensure that the Personnel or agents too shall not receive any such payment/benefit.

Neither the Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

All transactions between the Agency and third parties shall be carried out as between two principals without reference in any event to CIPET. The Agency shall also undertake to make the third parties fully aware of the position aforesaid.

Agency shall be liable to pay damages to CIPET for any losses, costs and expenses incurred by CIPET due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

The Agency shall give detailed descriptions of the Services to be performed, period for completion of various tasks, different tasks, specific tasks etc., to be approved by CIPET.

### **13.2. Confidentiality and Non-disclosure Agreement**

Each party shall not without prior written consent of the other party at any time divulge or disclose to any person or use for any purpose unconnected with the implementation of the project, any information concerning the project, the services, Proprietary Material except to their respective officers, directors, employers, agents, representatives and professional advisors on a need to know basis or as may be required by any law, rule, regulation or any judicial process.

This Clause shall not apply to information:

- i) Already in the public domain, otherwise than by breach of this Agreement.
- ii) Already in the possession of the receiving Party before it was received from the other Party in connection with this Agreement and which was not obtained under any obligation of confidentiality; or
- iii) Obtained from a third Person who is free to divulge the same and which was not obtained under any obligation of confidentiality.

The Agency shall obtain CIPET 's prior approval in writing wherever necessary.

Documents Prepared by the Agency to be the Property of CIPET. All plans, charts, specifications, designs, reports, and other documents and software submitted by the Agency shall become and remain the property of CIPET, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to CIPET, together with a detailed inventory thereof. The Agency may retain a copy of such documents and software provided the future use of these documents, if any, shall be subject to the prior written approval of the CIPET.

### **13.3. Removal and/or Substitution of Personnel**

If CIPET finds that any of the Personnel has

- (i) committed serious misconduct or has been charged with having committed a criminal action, or
- (ii) CIPET has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at CIPET's written request specifying the grounds thereof shall provide suitable substitute of the personnel.

The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.

### **13.4. Liability for Personnel**

All persons employed by the Agency shall be engaged by them as their own Employees/workers in all respects and the responsibility under any statutory enactments in respect of all such personnel shall be that of the Agency.

### **13.5. Agency to have skilled workforce through Recognition of Prior Learning (RPL)**

It is mandatory requirement of formally certified skilled workforce or commitment by the bidders/service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two month from the date of commencement of work under the project, at the cost of the service provider/vendor.

### **13.6. Indemnity**

The Agency shall indemnify CIPET against all the losses or claims for injuries or damages whatsoever arising out or in consequent of the execution of any party / term(s) of tender document and/or agreement.

#### **14. OBLIGATIONS OF CIPET**

CIPET shall provide the Agency such reasonable assistance as may be required in order to carry out the assignment.

#### **15. PAYMENTS TO THE AGENCY**

The HR agencies will be paid at the accepted rates on successful completion of work subject to the terms and conditions of the contract. The payment will be inclusive of all staff costs, printing, communications, travel, accommodation, taxes, fees, levies etc., and all other costs incurred by the Agency in carrying out the Services unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the Agency and CIPET will not be responsible for the same.

##### **15.1. Terms and Conditions of Payment**

All payment shall be made after the conditions listed for such payment have been met, and the Agency has submitted an invoice to CIPET specifying the amount due.

Other terms of Payments:-

- a) No Advance payment will be paid by CIPET.
- b) Payment shall ordinarily be made within 45 days of receipt of the invoice and other documents complete in all respect after issuance of successful completion certificate by CIPET.

#### **16. CORRUPT OR FRAUDULENT PRACTICES**

CIPET expects the highest standard of ethics during the selection and executions of such contracts.

In pursuance of the above objective, the following defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "Fraudulent practice" means misrepresentation or omission of facts in order to influence a selection process or the execution of a contract to the detriment of CIPET. Submission of forged documents in connection with this tender.
- (iii) "Collusive practice" means a scheme or arrangement between two or more Agency, with or without the knowledge of CIPET (prior to or after proposal submission) designed to establish bid prices at artificial non-competitive levels and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the executive of contract.

## (v) Question paper leakage prior to examination/during examination

It is further provided that CIPET will reject the proposal/agreement/award and forfeit the EMD and performance security and ban the Agency permanently if it is found that the Agency has engaged in corrupt or fraudulent activities in competing for the contract in question. CIPET shall be free to take any other legal action also.

CIPET reserves the right to inspect the accounts and records of the Agency relating to the performance of the contract and to have them audited by auditors appointed by CIPET.

**17. SCOPE OF SERVICE**

In performing the terms and conditions of the Contract, the Agency shall at all times act as an Independent Agency. The contract does not in any way create a relationship of principal and agent between CIPET and the Agency. The Agency shall not act or attempt or represent itself as an agent of CIPET. It is clearly understood and accepted by both parties that this Contract between the parties evidenced by it is on a Principal to Principal basis and nothing herein contained shall be construed or understood as constituting either party hereto, the agent or representative of the other, under any circumstances. The employees of the Agency shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of the CIPET.

**Minimum Candidate System Pre-requisites**

Screen Resolution	1024 X 768
Operating System	Windows XP Professional, Windows 7 or equivalent with appropriate Service Pack
Browser	Internet Explorer 7.0 or above as supported by above Operating Systems
Browser settings	Java Script enabled Pop-up blocker disabled Under 'Settings' of 'Temporary Internet Files', set 'Check for newer versions of stored pages' to 'Every visit to the page' Proxy disabled (Direct Internet) USB disabled, Keyboard disabled during exam after login

**Minimum Exam Centre Server Prerequisites**

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidates systems as clients, must meet the performance criteria
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less than one second. All responses to be acted upon in real time.



Required number of servers for a center must be provided by the Bidder for assured performance. Additional equivalent and suitable servers for backup will need to be provided by the Bidder.

The selected bidder shall provide documented inputs and support for handling

- Candidates queries -RTI queries
- Court Cases

Note:

- a. The selected bidder will have to carry/ demonstrate complete System Test Run (STR) with test data to CIPET before implementation the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- b. The selected bidder should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

## **18. SCOPE OF WORK**

### **18.1. STAGE 1: PRE-EXAMINATION:**

#### **A. Inviting Online Application**

1. A dedicated webpage with URLs/Links will be provided by the Agency for online application form with details of General Information, syllabus & recruitment advertisement with necessary connectivity and adequate bandwidth. Agency shall carry out hosting of webpage, designing of online application form and registration of application online. Designing of online Application will be done in consultation with the Organization. Agency shall maintain the webpage from the date of commencement of online application, till three months from the date of announcement of result for students to check their score individually using their login credentials. The three months period can be extended as per requirement of the Organization.

The Agency shall provide support & consultancy in finalizing the recruitment advertisement. The recruitment advertisement will be published by CIPET and Agency shall upload advertisement, syllabus and other updates on the webpage as required for the purpose of this recruitment. Agency has to upload admit cards, other details or any corrigendum as per requirement on the webpage.

2. The Agency should develop the web portal for receiving the online Application and Application Fee from the candidates with 21 days from the receipt of the information from CIPET for the same.
3. The Agency on the webpage for online application will also provide an administrative access to CIPET to check the current status of online application and get the details of all registered candidates in Data form in MS Excel (2007 & 2010) format. However, the Agency will also provide consolidated data of registered candidates as and when asked by the Organization. After closing last date of online application, the agency will upload a tabular information on number of application received post wise and category wise on the webpage for information of the general public.
4. The Agency will provide an ONLINE LINK on CIPET website, on clicking on the link, the page will open with proper links for downloading copy of the advertisement, general

instructions, syllabus and important dates to the candidates and to apply for the post.

5. After having filled all required fields and on giving an undertaking that he/she has gone through the complete text of the advertisement and that he/she agrees to the terms and conditions, a preview of the application is made visible to the candidate. On viewing the preview, he/she will have the option either to go back and edit the format or to make the online submission.
6. On submission of online application successfully, a registration number will be generated which will be a unique number, that will be further used as login credentials. After online registration (including uploading of scanned copy of photograph and signature, both thumb impression, requisite certificates & documents and making online payment of requisite fees), the candidate will be able to download/save the application form. The Agency shall provide this facility of downloading filled application form till the completion of the recruitment process.
7. Link or platform to be provided by the Agency for making payment of application & processing fee, directly in the bank of the CIPET through online mode.
8. A list of candidates successfully registered and made payment against their online application fee & processing fee for the online application will be provided by the Agency after validation of the online applications and the data pertaining to payment of application/processing fee.
9. The agency will send email & SMS to all the candidates confirming the successful registration of their candidature.
10. The system provided by the Agency will have the provision for generation of admit cards along with photo, roll number, registration number, test centre, date of examination etc. and for sending email & SMS to the bonafide candidates. The admit card must be pre-approved by the Competent Authority of CIPET before issuing to the candidates.
11. The Agency shall provide facility to download admit card and filled online application of the candidate on the webpage using individual login credentials till the completion of recruitment process or otherwise directed by the CIPET.
12. The Agency will conduct the Computer Based Test (CBT) within 30 days after the last date for receipt of the on-line application.

## **B. The mode of conducting examination will be Computer Based Test (CBT)**

### **C. Test Centre:**

1. The written test shall be conducted on all India basis in 10 cities preferably at Chennai, New Delhi, Bhopal, Kolkata, Jaipur, Patna, Hyderabad, Bangalore, Lucknow, Ahmedabad & Guwahati. However, depending upon the response of the candidates or otherwise decided by the Competent Authority of the Organization, the number of test Centres/cities may be revised upward or downward at a later date. The test Centres will be well reputed Institutes. It is preferred to have alternate choice of venues for taking rational decision. The list of venues will be finalized in consultation with CIPET. Arrangement and preparation of test-Centres as per the requirement of the examination at least **25 Days** prior to the scheduled date of the examination, to ensure that Centre is notified to a candidate at least **20 days** prior to the date of conduct of Examination.

2. Availability of proper table, chair, lighting, fans / air coolers in each classroom, drinking water facility in each class room, toilets, first aid box at the each test centre, distance from the railway station/ bus stand, locality of the venue should be checked before short listing the venue. A separate room for keeping examination material which will act as control room at the test Centre.
3. The Agency will allot roll number and test centre to all successfully registered candidates in consultation with CIPET and send an email to all successfully registered candidates informing them to download the Admit Card from the webpage on the due date. The agency will also send an alert SMS to all such candidates who have been allotted roll number.
4. The agency will produce a test centre agreement letter from the school / institute booked for CIPET for surprise inspection by CIPET officials before test.
5. The agency will ensure the security arrangement at the test centre for which liaison with local State police will be done by the agency itself. In addition to this, if required as per requirements of the Organization, the Agency has to made security and other related arrangement at the test centres.
6. The Distance between screens of two candidates taking the examination should be at least 2 feet (front and both sides) and wooden/hard board partitions to be installed on three sides of computer machine in such a manner that candidate cannot see other candidate's computer system.
7. The capacity of each test Centres must be estimated before allotment to each candidates the test Centre. Number of seats/Nodes at a particular Center along with **10% buffer** capacity and other logistic arrangement i.e. DG set (Generator set/UPS), security, etc. may also be ensured. Ensure availability of at least 2 additional servers (Network/LAN) switch at each Test Centre
8. Deployment of administrative resources at the Test Centres by the agency like Test Centre Administrator, IT Manager, Exam Supervisors, Invigilators, Security, peon and other supporting staffs at each Test Centre to ensure successful completion of the examination. CIPET on its own discretion may deploy its Officers/Officials at each test Centre to oversee the overall examination process. The minimum manpower deployment at each test Centre must be as per the following capacity and allotment of number of candidates. The staff deployed by the Agency should be increased proportionately on the basis of candidates allotted to that Centre. The complete responsibility of the deployed staff by the Agency will be lies with the Agency only.
9. Preparation of Test Centre allocation sheet, Test Centre checklist and fill out the details of each Test Centre (seating capacity, number of nodes and other required facility) and provided to CIPET at least **30 days** prior to the scheduled date of examination. Selection, finalization, registration and mapping of test Centres in system along with the contact details/address of the Test Centre must be done in consultation with CIPET.
10. To arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at computer based test Centres.
11. Test Centres must be accessible by differently abled candidates (PwD).
12. Soft copy of Candidates Application Master Data base having Roll No., Centre No., Shift,

Subject Photographs, Signature etc. of registered candidates to be provided to CIPET at least **30 days** of before the Exam.

13. In case of non-availability of the test centre which is booked due to any exigency prior to the conduct of the test and after the admit cards are issued, the agency shall made arrangement for another venue in close proximity and arrange the transport facility for the candidates without any cost implication to CIPET.

#### **D. Generation of Admit Card**

1. Randomization of candidate data and Randomized generation of examination roll number
2. Allocation of Candidates in various Test Centres in system based on the pre-defined parameters in consultation with CIPET.
3. Generation of Admit Card from the dedicated webpage (containing Registration No. /Roll Number/ subject/Date/Location/ Time/Address/Instructions etc by candidate at least **20 days** prior to the scheduled Date of Examination. The admit card must be approved by CIPET prior to issue to the candidates.
4. The agency must provide system generated a list with details of Test Centre wise allocation of the Candidates.
5. Generate unique Login ID and Password in system and SMS and e-mail notification to the candidates on registered mobile number at least **14 days** prior to the scheduled Date of Examination.

#### **E. Centralized Help desk support services:**

The agency has to set-up help desk during registration of application process till the scheduled date of examination. The contact details, timing and other important details of Help Desk have to make available on the dedicated webpage and CIPET website. The Help Desk will provide Telephonic/email support to the candidates and guiding them & resolving any technical query related to online application, admit card test centres, address etc.

#### **F. Mock Test to check readiness of each test centre:**

1. To ensure readiness of individual test centre a test centre readiness check-list has to be prepared by the Agency.
2. The working condition of the available/allocated node / terminals to undertake the test with the required configurations, system scanning, operating system / web browser compatibility assessment network configuration and internet bandwidth/LAN connectivity etc. must be verified.
3. Conduct atleast 02 (two) Mock Tests in presence of CIPET's designated representatives at least **05 days** prior to the scheduled date of examination. And the Final Mock Test at least **02 day** prior to the scheduled dates of examination.
4. The agency has to furnish a certificate for the nodes eligible for conducting the CBT and sealing of the Test Centre after conducting final mock test.
5. CCTV cameras at all test centers installed in such a manner that it covers faces of all candidates and recording throughout the examination process and in & around the Test Centre. Anytime, if required by CIPET the agency has to provide the CCTV footage full or part of it. CCTV cameras in all the corridors of exam centre, frisking of candidates who are to take the test as per law.

## **G. Designing & Development of Question Paper:**

1. The agency is expected to prepare multiple choice type questions to assess the theoretical Technical Knowledge, Subject Knowledge, General Knowledge, General Aptitude, Verbal ability to test the knowledge of english, Test of reasoning, Numerical Ability of the candidates and any other criteria as specified by CIPET to test the knowledge of the candidates. The pattern of question paper, marks, sections, time etc can be changed & modified as per the requirements of CIPET or at its sole discretion.
2. The agency must ensure randomization of individual question across all the sets. The process should be 100% accurate and it should not result in any wrong interpretation of the question. Questions will be bilingual (Hindi & English).
3. The Agency will design and develop the questions in consultation with CIPET, prior to designing & development of question papers, the Head of the Agency/Authorized person along-with the expert(s) shall meet and discuss with Head, Admin Department, CIPET. For any change & modification in instructions for designing & development of question paper above and/or instructions not covered above shall be finalized only after approval of CIPET, Admin Department, CIPET.
4. The pattern of examination and syllabus / areas from questions to be asked in the CBT will be provided by CIPET and the same will also be uploaded on CIPET Website for information of candidates / general public.

## **18.2. STAGE 2: EXAMINATION:**

### **1. Attendance:**

The agency will arrange capturing of Biometric attendance with photography before the examination session. Ensure availability of the roll number wise sheet and attendance sheet in all the Test Centres along with the list of candidates who would undertake examination in the designated Test Centre. The Attendance sheet should clearly indicate the roll number, discipline, post, name of Candidates, other details of candidates. On completion of Bio-metric candidates should not be allowed to go out of the examination center before completion of the exam.

After sitting of the candidate before start of examination, the attendance sheets must be circulated to capture signature of all the Candidates on the attendance sheet. The attendance sheet duly signed by the Invigilator and authorized person of the Agency will be handed over to representative of CIPET.

### **2. Test Delivery and Monitoring:**

1. The HR agency would arrange for the necessary servers to conduct the examination at each test centre. One main server and one backup server will be made available.
2. At test centre blank paper sheet/s, pens and pencils will be provided to the candidates as per requirement and all examination material will be collected after the exam.
3. There shall have a contingency plan for candidate shifting in case of any emergency.
4. The Roll No. and Date of Birth (or any other credentials) of the candidate shall be used as login ID & password to login into the system. Application software shall provide secured access to the candidates based on the provided login ID/Password to allow the candidates

to login to the application and undertake the Computer Based Test. After log in, the computer must display Name of the Candidate, Roll No. and other details along-with the photograph and signature uploaded by the candidate during online application and all the necessary related instructions.

5. Arrangement of CCTV OR videography in all rooms of the exam Centres including at the main entrance gate, its continuous monitoring and recording thereto, during the course of examination on the date as specified will be made by the Agency itself.
6. Test will be delivered only over the intranet at a Test Centre and the candidates will access the test through a computer. The Delivery should only be done on distributed model (i.e. through local intranet based servers). Centralized internet delivery model will not be accepted.
7. The agency shall provide adequate mechanism to securely transfer bilingual question sets for upload at central server and secure link to transfer the test papers at test centres.
8. Ensure readiness of the Server available both at Test Centre and Central Unit along with availability of the required internet bandwidth/connectivity and necessary power backup at Test Centres to ensure smooth conduct of the entire examination process
9. The agency has to ensure download / upload / push questions to test centres from their Examination Central Control Unit through 256 bit AES+RSA encrypted data transfer to various nodes for all the candidates who are present and going to undertake the test at the designated test centre. A list of such candidates will be downloaded and provided to CIPET.
10. The Agency shall made necessary arrangements for PwD candidates such as sitting arrangement at ground floor. For all categories of PwD Candidates, while providing computers and relevant software with necessary security systems, the selected service provider shall keep in view the requirements of PwD candidates and a minimum of one centre at each city should be PwD friendly. The question papers for the PwD candidates (as per the city wise PwD list) shall be configured in a format to facilitate them to undertake the test. The Agency shall also ensure Govt. of India guidelines in the matter of PwD candidates must be properly followed. In case of person with colour blindness, the application software shall have the facility that colour blind people can take the test, if needed.

### **3. Application Software in Examination:**

1. The agency must use fully secured application software for the CBT. The software shall have the provision to display same question randomization i.e. in jumbling manner to various candidates with various options configured for the questions. Only one question on screen at a time with various Options at a time with the facility for navigation between various Questions, ability to navigate to other sections before completing a section or no scroll back. And shall have secured storage for answers to questions by candidate.
2. Application software shall have the facility to generate monitoring log for every candidate with designated IP and complete traceability of any single candidate's node.
3. The Computer Based Test shall stop automatically after expiry of the scheduled examination duration.

4. Uploading of responses along with audit trail to Examination Control Unit Centre / Main Server from the test centre after completion of the examination. Scheduling Backup Server to take continuous backup from Main Server at each Test Centre and availability of continuous Back-Up and facility of restoration as & when required.
5. In case of Node, power, network & application failure etc., the test shall be resumed. The software shall be able to retrieve candidates attempted questions and its responses entered by the candidate fully along with creation of incident report.
6. Acknowledgement of Exam progress to Control Unit Centre from Test Centre. No browser/window other than the exam should be accessible.
7. The candidate's responses, biometric, photograph, monitoring log etc should be uploaded automatically from the local server to the Main Server in a secured manner without any traces of any data pertaining to candidate whatsoever post uploads left on the exam server. The agency after completion of exam shall provide the candidates list at all the test centres, Biometric details, candidate's responses, CCTV footage (if required), monitoring log in non-rewritable hard disc at the Test Centre as well at the Main Server. The details to be provided to CIPET should be in encrypted form.

#### **4. Specification of Server/Desktop etc.:**

The configuration of the Server (at the centre), stand by server, Desktop etc. used for the purpose of examination should be of trending standard (used by other Agencies of repute for conducting CBT) with latest specification.

#### **5. Transportation of Test Material:**

The Agency will make necessary arrangements for safe transportation of properly packed and sealed test material to each test centre with strict confidentiality/security and utmost care. The agency will ensure 100% delivery on specifically designated day and will provide the confirmation report of the same to CIPET.

#### **6. Hosting:**

The agency shall host the entire examination process through an Examination Control Unit Centre in the premises of Govt. Agency OR within their own premises / or anywhere after a valid license issued by the Govt. of India in this regard. Hosting of applications may be done in Govt. of India approved data centre (MIETY Empanelled DC) with safe to host certificate as the Application along-with provision for DR site

#### **7. General Practices for Conducting the Online / Computer Based Test**

The General Practices and necessary requirements for conducting the online / computer based test are listed in **Annexure-III** of this tender document. The Agency must meet the requirement listed in the Annexure-III.

#### **18.3. STAGE 3: POST EXAMINATION:**

##### **1. Evaluation of Question Paper and their Answers**

Final set of question papers and the master key must be vetted by Agency before being uploaded on the webpage. The agency should be able to upload the response of each candidate along-with the questions on the webpage within 48 Hrs. The candidate using their login credentials can access his/her response and raise queries with regard to any question / response. The provision of raising any objection shall be valid for 03 days from the date of uploading candidate response.

## **2. Evaluation of Final result**

The responses raised by the candidates must be evaluated by the Agency through their expert panel. Thereafter, the process of evaluation of final result shall be initiated in presence of Officer(s) authorized by CIPET. After applying scoring rules and cut-off to arrive at final merit list, the Agency will have to generate results and prepare of various reports as per requirement of CIPET.

Declaration of result within **21 days** from the date of the examination. This will include the time period involved in completing the mentioned formalities.

## **3. Support during document verification:**

The agency at all-time till final closure of a recruitment process shall provide technical support and any other support as per the requirement of CIPET for the purpose of document verification of the candidates. For instance, verification of candidates through Bio-metric captured at the time of examination will also to be verified at the time of document verification.

## **4. Handing over final data, statistics and report to CIPET:**

1. The agency shall handover final data, statistics and report in both hard copy & soft copy) to CIPET and arrange for safe storage of all material/data (soft & hard copy) till three months after the completion of test. After this, agency should arrange for secure disposal/destruction of the same as per instructions of CIPET.
2. All documents submitted by the candidates will be arranged as per processing lot size and shall be packed accordingly in properly marked package & stored in a secured premise by the agency. Other documents like list of examination centre, name & details of persons deployed, guidelines given to personnel at test centres etc. shall also be provided to CIPET in order to bring clarity.
3. Various statistics/data of Passed candidate, data of failed candidates and all data as per the requirement of CIPET both before the date of examination as well as after the examination and preparation of the result must be given by the Agency.
4. The complete data-backup of complete recruitment process.
5. The Agency will provide the information/data w.r.t. providing information to RTI Applicant (if any). It will be sole responsibility of the Agency to ensure the authenticity of the information/data which need to be provided to the Applicant against in information sought under the RTI Act.

## **5. Conducting skill test & declaration result of skill test:**

The agency has to conduct skill test(s) for posts as per advertisements for direct recruitment and/or on the requirement of the Organization. The skill test the following are to be done



under intimation to the Organization:

(i) The agency will inform each candidate shortlisted for skill test about the date & time, venue and other necessary instructions, through **(a)** online hall ticket to be generated on the online platform provided for online application **(b)** email on registered email id (c) SMS on registered mobile No.

(ii) The procedure for any skill test must be approved by the Competent Authority of CIPET before conducting the same.

(iii) The Agency shall conduct the test at Chennai or at any other places as decided by the Organization. The skill test Centres must be reputed institutes / schools / colleges etc with adequate facilities and arrangements of proper security.

(iv) Agency will conduct skill test i.e. typing test on computer, stenography test and others (if any) for the Trainees (Non-technical cadre) as specified in advertisement/intimation to this effect & declaration of its result within 10 days from the date of communication made to this effect by CIPET. The test will be of qualifying nature. However, the skill test for Technical Cadre will be conducted by CIPET.

(v) Declaration of the combined result of Written Test & skill test as specified

(vi) All infrastructure facilities for skill test (for sl. no.-iv above) as specialist for conducting the test, Computer, monitors, Key boards, mouse, LAN facilities and other essential peripherals connected to the local server of the test center and having on-line linkage to the main server of the agency, UPS and all other necessary infrastructure etc. All Computer monitors installed in all venues shall identically display all questions correctly with pictures, columns, grid, decimal or any type of mathematical symbols and color wherever required. There should be adequate space between candidates in the test centre.

CIPET will deploy team(s) of Observers at each venue to oversee the Written/Skill test.

## **19. PENALTY**

In the case of delay on the part of agency in conducting the Written Examination/ online examination, declaration of its result, conducting the skill test & declaration of the Combined Result (if any) over and above the specified period for the same will attract a penalty @ Rs. 1000/- per day basis. Penalty amount (if any) will be recovered from the final bills of the amount due to be payable to the agency. Any other financial consequences due to such delay will also be recovered from the agency.

## **20. ARBITRATION:**

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be submit to the exclusive jurisdiction of the Chennai Court of Law. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the Venue of arbitration shall be in Chennai Jurisdiction of dispute. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

## **21. JURISDICTION**

The parties hereby irrevocably consent to the sole jurisdiction of the Courts of Chennai only in connection with any actions or proceedings arising out or in relation to this Tender / Agreement

## **22. PERFORMANCE GUARANTEE**

- i) The successful bidders will have to submit performance security to ensure due performance of the recruitment work as Agency to an amount of Rs. 3,00,000/- (Rupees Five lakhs only) in the form of an Account Payee Demand Draft/Fixed Deposit from a commercial bank/Bank Guarantee from a scheduled/nationalized/commercial bank in the name of Central Institute of Petrochemicals Engineering & Technology., as per the text provided by the Authority within 15 days from the date of issue of Letter of Intent alongwith Signing of the agreement.
- ii) The performance security should be valid for a period for of 03 months beyond the validity of the Recruitment Agreement.
- iii) Performance Security will be forfeited in case the Agency violates or breaches the contractual obligation on their part. Failure to comply with requirement shall constitute sufficient grounds for forfeiture of Performance Guarantee.

## **23. CIPET reserves the right to:**

- a. Accept / Reject any of the bid in full or part thereof.
- b. Reject any or all the bid tender in part or full without assigning any reason thereof.

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**ANNEXURE-I****(TO BE SUBMITTED IN ON LINE MODE 'TECHNICAL BID')****To**

The Principal Director,  
Central Institute of Petrochemicals Engineering & Technology  
TVK Industrial Area, Guindy,  
**Chennai-600032**

Sir,

Profile of our Company is as under:

**1. Constitution or legal status of Bidder (Attach Copy)**

Name of Agency	Address	Contact No. & Fax No.	Email id	Website	Name of Authorized representative	Contact no. of authorized representative

- Upload following documents in support:

- *Place of registration:* \_\_\_\_\_
- *Principal place of business:* \_\_\_\_\_
- *The bidder should have valid ISO 9001:2015 or latest certification issued by any recognized ISO certification agency.*
- *Power of attorney of signatory of Bid*
- *Details of incorporation under Companies Act, 2013 (Attach Memorandum & Articles of Association, Certificate of Incorporation)*
- *Executive summary about the agency*

**2. Work performed:** The bidder should have experience of having successfully completed similar works during last Seven years ending last day of month previous to the date of submission of bids should be of the following:

- Three similar completed works costing not less than the amount equal to Rs. 10.00 lakh each.
- Two similar completed works costing not less than the amount equal to Rs. 25.00 lakh each.
- One similar completed work costing not less than the amount equal to Rs. 50.00 lakh.

***The above completed work / recruitment process should be in Multi-cities i.e. at least conducted in minimum 04 cities at a time.***

*"Similar works" means "Managing & Conducting Recruitment through CBT".*

Year	Name of PSUs/ Govt. Dept. & Contact person with Mob. No.	Advt. No./date	Date(s) of examination	Pattern of question(Objective or Descriptive) & Mode of written test	Name of Cities & Nos. of Centre	No. of applications received	Total No of vacancies	Work Order No. & date	Value (Rs.in lakhs)	Date of Completion	Remarks explaining reasons for delay and work completed.

**3. Bidder should have experience of successfully conducting atleast **05 CBT** in multicity simultaneously with invitation/processing of applications online on all India basis for Central / State Govt. Department / PSU's during last three years ending 2023-24**

Year	Name of Department / PSU	Description of work	Work Order No. & date	Mode of examination	No. of application received	Remarks( if any)

- *Upload copies of such work Orders, proof of completion and performance certificate(s).*

**5. EPF & ESI Registration No.:**

EPF No.	
ESI No.	

- *Upload copies of supporting documents.*

4. The eligible firm shall have minimum annual average turnover of Rs. 10 (Ten) crores from recruitment & assessment services related works in last three financial years ending March, 2024. Bidder should have positive net worth for the last three financial years.

Financial year	Annual Turnover (Rs. in Cr.)	Annual Profit/ loss (Rs. In Cr.)	Remarks

- Upload copies Annual turnover of last three financial years from recruiting & testing services (audited financial statement of last 3 years to be enclosed). Company's CA certificate in segment turnover if not disclosed in the financial statements.

5. GST Registration No.:

GST No.	
---------	--

- Upload copies of supporting documents.

6. Income tax Details:-

PAN No	Returns for Last Three Years ending FY 2012-22	
	Year	Copy

- Upload copies of supporting documents.

7. MSME registration details as per Procurement Policy 2012 of MSME Certificate (up-Load) :

Registration No.	Category of Firm General/SC/ST	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

- Upload copies of supporting documents.

8. Nos. of Experts/Academicians on the permanent roll of the Agency:

Name	Designation	Area of expertise	Educational & professional qualification	Experience the related field (no. of years)	Remarks, if any

- Upload profiles of atleast 10 experts/academicians.

9. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached as **Appendix-I - (Upload)**

10. Affidavit no circumstances exceeded lowest price of identical solution to Govt. / Semi Govt. Organizations .Performa attached as **Appendix-II - (Upload)**

11. Affidavit that the agency and/or any of its Directors has not been convicted by any court of law nor any criminal case is pending against them before any court of law or statutory authority and have not been debarred/banned/de-listed/blacklisted by any Govt. department or bodies /PSUs for handling recruitment process in Performa attached as **Appendix-III - (Upload)**

12. Authorization for Signing Bid (With Valid Letterhead) - **(Upload)**

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by CIPET management.

Thanking you,

Stamp of the Company

Place: -  
Date:-

Signature: -----  
Name of Authorized Signatory: -----  
Complete Postal Address: -----  
Phone No.: -----  
Mb. No. :- -----  
E-mail Address: - -----

**ANNEXURE-II****(To be submitted on letter head of firm/agency under signatures of the authorized signatory)****Financial Bid**

<b>S.N.</b>	<b>Candidate Strength Range (for examination conducted in India)</b>	<b>Per Candidate (in figure)</b>	<b>Per Candidate (in Word)</b>
<b>1.</b>	Organizing Computer based CIPET Recruitment Test for tentatively 6000 Nos of candidates as per bid terms and conditions		

The rate quoted shall be inclusive of duties and taxes.

**Note:**

The work order may be awarded for the technically and commercially eligible (L1) bidder to organize the complete Online Recruitment Test and entire Recruitment process mentioned in the scope of work and in accordance with the provision mentioned in bid documents.

### **Annexure-III**

#### **GENERAL PRACTICES FOR CONDUCTING THE ONLINE EXAM/COMPUTER BASED TEST**

##### **The Agency 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. SOP has to be mutually agreeable by CIPET and Agency.
- The Agency 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.
- Timelines for various activities related to the exam will be mutually agreed sufficiently in advance
- The Agency will ensure that event based log (audit trail) for every student will be Generated and saved on the servers
- Responsiveness of the system (Means the Application by which the Agency will conduct the Online Exam) - Response time of the server and software should be quick to enable student to take the exam without any technical glitches.
- The Agency would provide adequately trained Test Administrators (TAs) as per standard of Online Examination and required by CIPET
- The Agency 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

##### **Candidates must be provided the following:**

- Access to the mock exam to be able to test "How to attend online Exam "a few days ahead of the exam. The candidate should be able to get an idea of how the questions will be displayed during the actual exam.
- Clear and transparent guidelines agreeable by CIPET and be given to the Candidates on the activities that are considered as malpractices for an online exam.
- Agency 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 online Exam.
- There should be clear guidelines given to human proctors as to when to hold, Re-start and terminate the exam and report of the same needs to be submitted to CIPET
- The software system (for Conducting the Online Exam) must obtain concurrence of the candidate having read the instructions before start of examination.

##### **Examination Phase:**

Remote Proctoring: This activity involves the activation of System for the test takers. This should be on a Real Time basis but without compromising the credibility and security of the test.

The Online Exam activity must have the following features:

- Establish candidate authentication
- Check candidate's software (if any- like Browser), surroundings, network (LAN), bandwidth, sanitization etc. as per the online Exam requirements.
- Disabling all Bluetooth devices, all ports, special purpose keys, print-screen, copy-paste features browsers etc. and all necessary precautions.
- Familiarization of candidate to Online Exam, Do's & Don'ts, Instructions etc.
- Option to mandate candidate authorization by a remote authorizer (or Local Server Machine) before the candidate starts the test.

- System should be able to validate the successful completion of the test
- Ability to broadcast/announce messages across all the live test takers.

### **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 during the examination
- Reviewing the complete question paper

### **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.

### **Post Examination Phase:**

- 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, analytics and basic statistics on the responses obtained.
- The Agency will maintain the data in a secure manner until instructed by CIPET to delete the same.

### **General Conditions for Agency :**

- They must have a primary data center or reside the software application in Govt. Approved Data Centre (At least Tier -3 DC) with DR (Disaster Recovery) site infrastructure for data security. Both the data centers should be located in India in different Seismic zones. Data Center should be certified as per the Government of India.
- Guidelines. The infrastructure of the DC (Data Centre) / Agency must be CERT-In certified as per Govt. of India guidelines.
- The agency should have Capability Maturity Model Integration (CMMI) Level-5 certification in service and development duly validated at [cmminstitute.com](http://cmminstitute.com)
- The Agency should own the copyright of the source code being used for Software to enable Online Exam. The Agency should be able to make changes as and when required in any of the components of the software. The System (Software) for conducting the online Exam may have **STQC** Valid Certificate and follow Information Security Standards.
- The Agency should have all relevant facilities (in terms of IT) to execute the work. Appropriate technology, hardware and software, dedicated connectivity, trained remote proctoring staff, adequate security measures with due diligence should be available.
- 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.
- The system (Application Software) for conducting the Online Exam must be 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.
- Backup services : Agency will ensure the backup services for all activities like Local Server Backup Machine , back up Node ( Computer System for Candidates) , Power Back up , well established LAN Cabling Work etc .

**Appendix-I**

**AFFIDAVIT CERTIFICATE**

I/We \_\_\_\_\_ (Name, Designation and Address) hereby declare that my/our firm/Company has no arbitration/court case pending with Central Institute of Petrochemicals Engineering & Technology.

**Signature of Authorized signatory -----**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

**Full address** \_\_\_\_\_

**stamp** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Dated:** \_\_\_\_\_



**Appendix-II**

**AFFIDAVIT CERTIFICATE**

I /We \_\_\_\_\_ (Name, Designation and Address) hereby declaring that price charged for quoted item/items under this contract, our firm has no circumstance exceeded lowest price of identical goods given to any Govt. Deptt./PSUs/Institutions/Organizations etc during current year .

**Signature of Authorized Signatory -----**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

**Full address** \_\_\_\_\_  
\_\_\_\_\_

**Stamp** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Appendix-III**

**Affidavit**

We hereby declare that, neither the Company nor any of its Directors have been convicted by any court of law nor any criminal case is pending against them before any court of law or Statutory Authority. Our Company has / had not been debarred/banned/de-listed/blacklisted by any Govt. Department /Regulatory/Statutory Body/Autonomous Body/ PSUs/UPSC/SSC or any other Public Service Commission from future participation in any such tender relating to handling of recruitment process in any manner whatsoever on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

**Signature of Authorized Signatory -----**

**Name** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

**Full address** \_\_\_\_\_  
\_\_\_\_\_

**Stamp** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Appendix-IV**

**Undertaking**

I/We\_\_\_\_\_ (Name, Designation and Address) hereby declare that my/our firm/Company has formally certified skilled workforce or commitment to the effect that I/we would ensure that all our workers would be skilled through Recognition of Prior Learning (RPL) within two month from the date of commencement of work under the project, at the cost of our own.

**Signature of Authorized signatory -----**

**Name**\_\_\_\_\_

**Designation** \_\_\_\_\_

**Name of the Firm/Company** \_\_\_\_\_

**Full address** \_\_\_\_\_

\_\_\_\_\_

**stamp**\_\_\_\_\_

**Place:** \_\_\_\_\_

**Dated:** \_\_\_\_\_