



UNIVERSITY OF ALLAHABAD

ADVERTISED TENDER ENQUIRY FOR

“Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24”

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UNIVERSITY OF ALLAHABAD

(A Central University established by an Act, 2005 of Parliament, Govt. of India) Allahabad – 211 002 U.P. (India)

NOTICE FOR INVITING TENDER

Notice Inviting Tender/Bid No.	: UOA/2023/01/Admissions
Date of Issue	: 21/03/2023
Name of Work	: ADVERTISED TENDER ENQUIRY FOR "Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24".
Last Date for Submission of Tender	: 28/03/2023 (15:00 Hours)
(i) Date of Opening of Technical Bid	: 29/03/2023 (15:30 Hours)
(ii) Cost of Tender	: Free of Cost
(iii) Pre-Bid Discussion	:
	Pravesh Bhawan

University of Allahabad invites the bid(s) through Central Public Procurement Portal from reputed manufactures / firms for "**Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24**".

Tender Document and other details may be downloaded from the university website **www.alluniv.ac.in** and **eprocure.gov.in**

Detailed specifications and term and conditions are given in tender document.

Bidders shall submit the tender document on or before 28/03/2023 **up to 15:00 Hours**. Technical Bid should accompany a DD/FDR/TDR/BG amounting to **Rs. 5,00,000/- (Rs. Five Lakh only)** for **Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24** as Earnest Money Deposit (E.M.D.) payable to the **Finance Officer, University of Allahabad**. E.M.D. will be refunded to the unsuccessful bidders within 30 days of finalization of the tender. In case of successful bidders E.M.D. may be adjusted against Performance Security Deposit. The technical-bid will not be considered without E.M.D.

Technical Bid will be opened on 29/03/2023 **at 15:30 Hours**.

Financial Bid of the technically qualified bidders will be opened on a date to be intimated after the finalization of the technical bid. Successful bidder has to submit the Performance security deposit through DD/ FDR/TDR/BG amounting to **Rs. 5,00,000/- (Rs. Five Lakh only)**.

Director, Admissions-2023

Pravesh Bhawan, Chatham
Lines, University of Allahabad
Allahabad-211002, Uttar
Pradesh

email Id:

Mob:

INSTRUCTIONS & CONDITIONS OF CONTRACT TO BIDDERS

1. BIDDING DOCUMENTS

The bidder is expected to examine all instructions, terms and conditions, specifications, schedules to Tender, forms and other documents before quoting. Failure to furnish all information required or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2. BIDS

The bids are to be submitted on CPP Portal. A text copy of the bid shall also be submitted to Director, Pravesh Bhawan on the last date of the bid.

3. Earnest Money Deposit (EMD)

3.1 An earnest money of **Rs. 5,00,000/- (Rs. Five Lakh only)** has to be enclosed along with the technical bid. The Earnest Money Deposit shall be only in the form of crossed Bank Draft payable to or FDR/TDR/BG (**Annexure-7A**) pledged the "Finance Officer, University of Allahabad", payable at Prayagraj. No Cheque or to Cash shall be accepted as EMD. If the EMD is not received or is not in order, the technical bid will be summarily rejected. The firm registered under MSME or other bodies will be exempted from EMD, as per prevalent rules of GoI at the time of last date of closing of bid.

3.2 The EMD/Security money will not carry any interest.

3.3 The earnest money of the unsuccessful tenderer will be refunded within one month, after the final decision on the tender.

3.4 The EMD shall be forfeited:

- (a) If the tenderer withdraws his tender during the period of validity specified in tender document.
- (b) If the tenderer makes any modifications in the terms and conditions of the tender before acceptance of the tender which are not acceptable to A.U. Or
- (c) In case of successful tenderer, if the tenderer fails:
 - (i) To sign the agreement, or
 - (ii) To furnish initial security deposit.

3.5 The earnest money deposit of successful tenderer shall be adjusted towards performance security deposit for the due fulfillment of the contract. EMD of the successful tenderer may be refunded in case the full security money as required is deposited by the contractor in the form of crossed bank draft / bank guarantee/FDR/TDR.

4. Technical Bid

The Technical bid prepared by the bidder shall be submitted on the formats given at **Annexure-1 to 6**. No deviations in respect of NIT conditions are acceptable. The bidders are required to attach entire NIT (except for the price bid part) duly signed & stamped as token of the acceptance to the NIT conditions with this bid. The following specific conditions are essential for prequalification: -

- (i) Earnest Money Deposit
- (ii) The agency must be a company/firm registered under the Companies Act, 1956 for at least five years as on 01.01.2023.
- (iii) Annual turnover of the agency **for each** of the last three financial years (2019-2020, 2020-2021, 2021-2022) must be of at least **Rs. 2,00,00,000/- (Rs. Two Crores only)**.
- (iv) Average turnover generated from services related to Entrance examination in last three financial years (2019-2020, 2020-2021, 2021-2022) must be at least

of **Rs. 1,00,00,000/- (Rs. One Crores only)**.

- (v) Annual Accounts duly audited by Chartered Accountant and Audited Annual Report must be furnished for last three financial years (2019-2020, 2020-2021, 2021-2022).
- (vi) The agency must have executed (successfully completed) at least three online examination each year in the last three financial years (i.e. after 2019) assessing at least 10,000 candidates in a single shift for any Department of Central Government/ State Government/ Autonomous bodies/PSU/Bank or Joint Entrance Examination for Engineering, Medical or Management.
- (vii) The agency must have contracted access to at least 5,000 nodes in Uttar Pradesh. i.e. bidder must have the capacity for conducting online examination of 10,000 candidates in a single shift in Uttar Pradesh.
- (viii) The agency must have executed at least one End to End Project of online examination on Computer Based Entrance Test mode including online applications, online admit cards, confidential item creation, conduct of Computer Based Entrance Test and result of Computer Based Entrance Test for more than 15,000 (fifteen thousand) candidates in last two years (after 1st Jan, 2019).
- (ix) The agency must have in-house capability for database generation, handling and management.
- (x) The agency must have ISO 9001 and ISO 27001.
- (xi) Organizations having ISO 20000, CMMi level-3 or CMMi level-5 certification would be given preference.
- (xii) The source code of the software must be owned by the service provider.
- (xiii) Proposals of Agencies blacklisted by the Central Government/State Government, PSU, Autonomous body or any Govt. Authority will be rejected. At any stage of bid or even after award of tender if the firm is found blacklisted, the work order shall be cancelled and security deposit shall be forfeited.
- (xiv) The Bids of the Bidder/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall be rejected.

The agency will provide an Affidavit along with technical bid as following:

(a) Certified that this company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India.

(b) The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.

- (xv) The agency must deploy at least two technical employees at every test center. The agency must have capacity to deploy more skilled manpower if required. Agency must submit details like Employee ID, name, Employee corporate Email, Contact no. of permanent employees.
- (xvi) The agency must have primary as well as secondary data center for data security. Both the data centers should be located in India in different cities. The data center must have Tier-III, CERT-in or ISO certification as per GOI guidelines. The agency must deploy Tier-III data centre with D R (Data Recovery) support both based in India.
- (xvii) The agency must have experience in successfully executing/supporting End to End (From application management, admit card management, examination conduct management, confidential matter handling, conduct of examination and result generation) offline entrance exam processes for candidate strength of more than 20,000 candidates in Uttar Pradesh (The Results has been successfully declared).
- (xviii) The details of all pending court cases along with interim orders or court orders

issued by any Hon'ble Court against the bidder/firm, if any, need to be enclosed along with the technical bid. If there are no such cases, then the firm has to submit an undertaking that "**No court case is pending and No court order is issued against the firm**".

5. **BID Evaluation Criteria**

- 5.1 The financial bid will be opened only of that bidder (s), who has been declared technically qualified by the duly constituted Core Committee for Admission, 2023 of University of Allahabad. The short-listed bidders may be asked to make a presentation before opening of the financial bid before the Core Committee.
- 5.2 The evaluation of the agencies shall be done on the basis of the documents attached therein with bid.
- 5.3 The criteria for the evaluation of the technical offer shall be as follows-
- a) Proof of each criteria mentioned above (i to xiii) has to be submitted along with bid.
 - b) Experience should not include subletting work.
 - c) Details of technical evaluation must be given in prescribed Proforma.
- 5.4 In order to have uniformity and smooth conduct of entrance examination(online/offline), CUET registration and counselling process, the University will prefer to award the work of examination (online/offline), along with registration and counselling of the CUET / PG and other courses', excluding CRET, to a single firm. The firm who will qualify the L1 rates for conducting online/offline examination will be awarded the work of CUET registration/counselling and PG and other courses', excluding CRET. The said firm has to perform these works on the L1 rates received by the University from the same firm or the other firms.

6. ***Financial Bid***

The Financial bids of only the technically qualified bidder(s) will be opened subject to the following: -

- (i) The financial bid shall be submitted in the format indicated at **Annexure 8, 9A, 9B, 9C and 9D.**
 - (ii) The bidders must quote their rates strictly as per Tender.
 - (iii) The rates and taxes, if any, must be stated for each item separately both in words and figures.
 - (iv) The prices once accepted by University of Allahabad shall remain valid till the successful execution of the work order. University of Allahabad shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Taxes/Government levies/duties during the period of execution of the contract, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.
 - (v) The university may accept a single vendor for the complete process to maintain the quality and integrity of the process. The university reserves the right to withdraw activities listed under any of the annexure and treat them independently.
 - (vi) Rates to be quoted in financial bid for offline examination, after excluding the expenditure on account of Centre charges. The centre charges would be found by the university and university may decide to select centers by itself.
7. The tender will be awarded to the firm, who has quoted the lowest rates. In the case of

freak rates / abnormally low rate will not be claimed as claim of taking the order.

8. **LATE BIDS**

Any bid received by University of Allahabad after the deadline for submission of bids prescribed by the University of Allahabad will be rejected.

9. **VALIDITY**

Tenders submitted by tenderers shall remain valid for acceptance for a period of 180 days from the date of opening of tender. The tenderers shall not be entitled during this period to revoke or cancel the tender or to vary the tender submitted in terms and conditions thereof.

10. **REJECTION OF TENDER**

10.1 Tender once submitted will remain with the University of Allahabad and will not be returned to the bidders.

10.2 University of Allahabad reserves the right to reject any or all the tenders in full or in part including lowest one without assigning any reasons what-so-ever, and the decision of the Competent Authority of University of Allahabad in this regard will be binding on all the bidders. Tenders not complying with any of the provisions stated in this tender document are liable to be rejected.

10.3 No Bidder shall contact University of Allahabad on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of University of Allahabad, it should be done in writing. Any effort by a Bidder to influence any University Officials in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

11. **TERMINATION OF CONTRACT**

Competent Authority reserves the right to terminate the contract or impose penalty as deemed fit by the Competent Authority, on account of non-satisfactory services, non-compliance of set norms /orders, violation of any contract provisions by the Firm/Agency/Contractor. The decision of the Competent Authority shall be final and binding on the Firm/Agency/Contractor.

12. **AWARD OF CONTRACT**

12.1 The contract will be awarded to the technically accepted vendor whose financial quotes are the lowest

12.2 Normally, there will not be any negotiation with vendor if rate quoted by the bidder is found reasonable. However, the Core Committee reserves the right to negotiate with L-1 firm to tradeoff between two modes of assessment and also reject bids wherein abnormally low rate which are not workable financially are quoted by vendor.

12.3 Prior to the expiry of the period of bids validity, The DirectorAdmissions-2023 will notify the successful Bidder in writing by letter or by fax, to be confirmed in writing by speed post or hand delivered letter, that its bid has been accepted.

12.4 Confidentiality will have to be maintained in all the jobs as assigned by University of Allahabad.

12.5 Failure of the successful Bidder to comply with the requirement of signing of contract within stipulated period as decided by UNIVERSITY OF ALLAHABAD, shall constitute sufficient grounds for the annulment of the award in which event UNIVERSITY OF

ALLAHABAD may make the award to the next evaluated bidder or call for new bids and forfeiture of the EMD.

13. **PERFORMANCE SECURITY**

- 13.1 The Bidder should furnish performance security to UNIVERSITY OF ALLAHABAD for an amount of **Rs. 5,00,000/- (Rs. Five Lakh only)** in the form of Bank guarantee from a commercial bank in given format at **Annexure-'7B'** or FDR/TDR/BG pledged in favour of **"Finance Officer, University of Allahabad, Prayagraj"** payable at Prayagraj, valid up to one year from the date of implementation of the Contract.
- 13.2 The proceeds of the performance security shall be payable in favour of "Finance Officer, University of Allahabad, Prayagraj" payable at Prayagraj, to as compensation resulting from the Vendor's failures to complete its obligation under the contract.
- 13.3 The performance security deposit would be refunded after six months of satisfactory completion of job and no interest would be paid.

14. **CORRUPT OR FRAUDULENT PRACTICES**

- 14.1 Bidders shall observe the highest standard of ethics during the execution of the contract for holding the **Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24.**
- 14.2 The Competent Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.3 In case vendor does not meet the obligations of the Contract or does not provide the satisfactory service, the vendor may be black-listed.

15. **MISCELLANEOUS**

- 15.1 It will be imperative on each bidder to fully acquaint itself of all the local conditions and factors, which would have effect on the performance of the contract.
- 15.2 During the validity of this bid or during the period of contract, if any, if the bidder provides the same or equivalent services to any other Department/Organization in India at a price lower than the price fixed for University of Allahabad, the bidder shall automatically pass on those benefits to University of Allahabad.
- 15.3 Any addendum/corrigendum to this Advertised Tender Enquiry will be notified only on the University website www.allduniv.ac.in.

16. **PAYMENT CONDITIONS**

- 16.1 Payment will be made on after completion of job after receiving bills in duplicate and on the certificate of the *Director, Admissions-2023-24* for satisfactory execution of the jobs.
- 16.2 No advance payment will be made.
- 16.3 The Competent Authority reserves the right to make suitable deduction from the Bidder's bill, in case the quality of work is not satisfactory, in accordance with MoU signed by both parties.
- 16.4 Every complaint will have to be attended immediately.

16.5 All payments will be made subject to deduction of TDS as per Income Tax Act, 1961 and other taxes/deductions, if any, as per Government of India rules.

17. **ARBITRATION**

Any dispute arising between the University and the Contractor/ Agency shall be resolved by an Arbitrator appointed by the hon'ble Vice Chancellor of the University of Allahabad.

1. The firms/company's black listed at any stage need not to apply.
2. The Core Committee for Admissions, 2023 University of Allahabad reserves the right to reject or accept any tender without assigning any reason.
3. The Core Committee for Admissions, 2023 University of Allahabad reserves the right to alter/modify any or all conditions of this tender document.
4. Each bidder should clearly specify that the bidder agrees to abide by the conditions of this tender document on their printed letter head indicating thereon GST Registration, FAX, Email, Telephone No. etc.
5. All pages of the tender document are to be signed and stamped by the bidder.
6. All disputes are subject to Jurisdiction of Prayagraj.

18. **FORCE MAJEURE:**

Neither University of Allahabad nor the contractor shall be liable to each other for any delay in, or failure of their respective obligation under this agreement caused by occurrence beyond the control of University or contractor, as the case may be, including but not limited to fire including explosion, floods, power shortage, acts of God, hostility, acts of public enemy, wars, insurrections, riots, strikes, lock-outs, sabotages, any law, statute or ordinance order, actions or regulations, of the Government, local or other public authorities. Contractor will promptly by not later than 07 days of the commencement thereof notify the other in writing of such contingency and prove that such is beyond the control and affects the implementation of the contract adversely and materially.

Certified that I/We agree to the contents of terms and conditions of the tender.

Signature & Seal of the bidder

SCHEDULE OF REQUIREMENTS AND SCOPE OF WORK

19. The University of Allahabad is inviting the bidders to participate in conducting **(a) "Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24"** for admissions into various PG, CRET and Professional Courses. The candidates, who apply, will have an option to opt either for Online computer-based entrance test or Offline OMR-based Entrance Test in certain courses. The Entrance Test for some of the courses are only Online like MBA, B.Ed., M.Ed. and Professional Courses, while the Entrance Test for some courses are only Offline like CRET. Some entrance tests will be held both in Online as well as Offline mode at the same time e.g., PGAT-I.**(b)**The approximate number of applications in session 2023-2024 would be more than 30,000 (more than Thirty Thousand).
20. The proposed tentative schedule of receipt of online applications is as follows:

(a) **PGAT/CRET:**

Sl. No.	Activity	Date
1	Opening of Online Registration	
2	Last date of Registration (for both online payment and payment through Challan)	
3	Last date of submission of application	
4.	Last date of submission of fee	

(b) CUET-2023 Registration & Counseling will be done after the declaration of result by NTA.

21. Scope of Work

- 21.1 (A) The various stages of admission process for **Online Computer-based Entrance Test** are broadly as follows:
- a) Receipt of Applications in online mode and integration with bank(s) as recognized by RBI and communicated by the University for Receipt of online payment.
 - b) Generation and online uploading of Admit Cards. SMS alerts on the registered mobiles for information from time to time and any changes.
 - c) Provide mock link on website for candidates to familiarize with Computer-based Entrance Test.
 - d) Conduct of Computer-based Entrance Test objective type Examination at various centers spread all over India.
 - e) Result Generation of Computer-based Entrance Test.
 - f) Combining the Scores of Computer-based Entrance Examination and declaration of final results.
 - g) Publishing the results and sharing complete information of Students responses, raw scores, audit trail and system generated reports with the University of Allahabad.

- h) Helpdesk and Email/SMS support throughout the entire project duration to solve the candidates' queries related to entrance examination.
- i) Support University of Allahabad in addressing RTI queries by providing required data and man power till six months of the completion of task.
- j) Biometric and digital photo authentication post completion of examination.
- k) Handing over the entire data in soft copy as well as hard copy in desired format for using the same during counseling, admission to a program/hostel/library and annual/semester examinations.
- l) Any other requirement, if arise, at any time on the instruction of Director, Admission-2023.

21.1 (B) The various stages of admission process of the University of Allahabad for all candidates including professional courses, for **Offline OMR-based Entrance Test**, are broadly as follows:

- a) Receipt of Applications in online mode and integration with bank(s) as recognized by the RBI and communicated by the University for receipt of online payment.
- b) Generation and online uploading of Admit Cards.
- c) Test Centers booking and management on the direction of Director, Admissions 2023-2024.
- d) Preparation /Supply of test content in 4 sets with backup arrangements.
- e) For CRET Examination Test Centre will be at the Prayagraj and the examination and Centre charges payable will be decided by the University.
- f) Conduct of **Offline OMR-based Entrance Test** objective type Examination at various centers covering Uttar Pradesh and New Delhi.
- g) Designing, Printing and Supply of OMR Answer Sheets.
- h) Processing of OMR Answer Sheets, Scanning, Evaluation and Result Generation.
- i) Helpdesk and Email/SMS support throughout the entire project duration to solve the candidates' queries related to the entrance examination.
- j) Handing over the entire data in soft copy as well as hard copy in desired format for using the same during counseling, admission to a program/hostel/library and annual/semester examinations.
- k) Support the University of Allahabad in addressing RTI queries by providing required data and man power till six months even after completion of task.
- l) Other requirements, if arises, at any time on the instruction of Director, Admissions-2023.

21.1(C) **CUET-2023:** The agency shall be responsible for registration and other requirements at the instructions of Director-2023-2024.

- a) Receipt of Applications in online mode and integration with bank(s) as recognized by the RBI and communicated by the University for receipt of online payment.
- b) Combining the Scores from NTA and giving final results.
- c) Publishing the results from NTA (student's responses, raw scores, audit trail and system generated reports) with the University of Allahabad.
- d) Generation and online uploading of Score Card.
- e) Other requirements, if arises, at any time on the instruction of Director, Admissions-2023.

21.2 Counselling for CUET(UG) and PGAT courses.

21.3 The agency shall also create an online query interface for the assistance of applicants and the University.

- 21.4 The agency is required to submit its approach and methodology to execute the project clearly explaining how it intends to achieve the objectives and scope of the work and the University may ask to bidder(s) for demonstration.
- In view of the nature of the work, the university expects 100% error free processing of the admission process at all stages.
- 21.5 The agency shall enter into a Memorandum of Understanding with the university detailing scope of work, service level agreements, penalties, financials and other terms and conditions.
- 21.6 The agency shall deploy **a dedicated project manager and requisite skilled team (Number of team will be as decided by the Director, Admissions-2023)** for the project at Prayagraj. Names, qualifications and experience of key team members need to be specified. Team members must be regular employee of the firm to whom tender is awarded.
- 21.7 All information, data, reports, studies, object modules, executables, flow charts, diagrams of any nature whatsoever produced by, for, or as a result of, any of the Services, and all copies of the foregoing, shall be the sole and exclusive property of the university. The information or documents required, created and submitted in the development and implementation of this project in any and on all reports, CDs, DVDs, software screens, flowcharts, and diagrams shall be the exclusive copyright of the University of Allahabad. The aforementioned material/data related to admission shall be handed over to the University after completion of admission process.
- 21.8 Confidentiality of the process shall be paramount and any lapse shall invite penalties and legal actions. The selected agency shall not disclose the fact that it is working for the university to third parties.
- 21.9 The selected agency would have to comply with the e-governance standards of Government of India (<http://egorstandards.gov.in>).
- 21.10 In case of any manipulation by the vendor, the University will have the right to proceed against the vendor under the relevant provisions of Law.
- 21.11 The successful agency is required to comply with the requirements of all the Acts, Rules and Regulations framed by the State Government/Central Government relating to contract work and the University of Allahabad will not be responsible for any breach thereof.

Signature & Seal of the bidder

PART-'A'

ANNEXURE-1

(Forming part of the technical bid)

TECHNICAL BID FORM

(To be submitted on the firm's letter head and signed by an authorized person.)

To

The Director, Admissions-2023
University of Allahabad Prayagraj-211002

Ref.: Notice Inviting Tender/Bid No. UOA/2023/01/Admissions Dated...../...../.....

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for the said for **"Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24"**.

We undertake, if our bid is accepted, to provide the said services in accordance with the schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to Rs...../- (Rs..... only) for the due performance of the Contract, in the form as prescribed by the University of Allahabad, Allahabad. The bank guarantee will be valid upto one year beyond the implementation of contract.

We agree to abide by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

WE, _____ DECLARE

1. That we are equipped with adequate machinery and manpower for undertaking the said services for University of Allahabad.
2. That we hereby offer to give the Services at the prices and rates mentioned in the Financial Bid.
3. That we enclose herewith the complete Technical Bid as required by you.
4. We have carefully read and understood the terms and conditions of the bid/tender documents and the conditions of the contract applicable to the bid document and we do hereby undertake to provide services as per these terms and conditions.
5. Certified that the bidder is:
A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

1. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this,day of.....2023

Signature of Bidder

Details of enclosures:

Full Address: _____

Telephone No: _____

Address: _____

Fax No .: _____

E-mail: _____

COMPANY SEAL

Profile of Manufacturer / Firm

1. Name of the Bidder :
2. Postal Address :
3. Address of the Office :
(if original manufacturer)
4. Telephone/Mobile No. :
5. Owner/Authorized representative's name, : address and phone number
6. Year from which the bidder is in this business : (Must have at least five years' experience)
8. PAN Number :
9. TAN Number :
10. C.S.T. Number :
11. GST Number :
12. Service Tax Number :

(i) Whether the bidder has been black listed by any : Government Organization.

DECLARATION

I _____ hereby certify that information given above are true to the best of my knowledge, and, in any case/time, it is found to be incorrect, I will be debarred by the University.

Dated:

Signature & Seal of the bidder

Annexure-3

(Forming part of the technical bid)

TECHNICAL BID (FORMAT)

Sl. No.	Specific conditions as essential for prequalification	Firm / Vendor Response (Yes/No)	If Yes, then Page No.
1.	Earnest Money Deposit (Rs. 05 Lakh)		
2.	The agency must be a company/firm registered under the Companies Act, 1956 for at least five years as on 01.01.2023		
3.	Annual turnover of the agency for each of the last three financial years (2019-2020, 2020-2021& 2021-2022) must be of at least Rs.2Crores.		
4.	Average turnover generated from services related to Entrance examination in last three financial years (2019-2020, 2020-2021& 2021-2022) must be at least of Rs. 1 Crore.		
5.	Annual Accounts duly audited by Chartered Accountant and Audited Annual Report must be furnished for last three financial years (2019-2020, 2020-2021& 2021-2022).		
6.	The agency must have executed (successfully completed) at least three online examinations in the last three years (i.e. after 01.01.2019) assessing at least 10,000 candidates in a single shift for any Department of Central Government/ State Government/ Autonomous bodies/ PSU / Bank or Joint Entrance Examination for Engineering, Medical or Management.		
7.	The agency must have contracted access to at least 5,000 nodes in Uttar Pradesh. i.e., bidder must have the capacity for conducting online examination of 10,000 candidates in a single shift in Uttar Pradesh.		
8.	The agency must have executed at least one End to End Project of online examination on Computer Based Entrance Test mode including online applications, online admit cards, confidential item creation, conduct of Computer Based Entrance Test and result of Computer Based Entrance Test for more than 15,000 (fifteen thousand) candidates in last two year (after 1 st Jan, 2019).		
9.	The agency must have in-house capability for database generation, handling and management.		
10.	The agency must have ISO 9001 and ISO 27001.		

11.	Organizations having ISO 20000, CMMi level-3 or CMMi level-5 certification would be given preference.		
12.	The source code of the software must be owned by the service provider.		
13.	Proposals of Agencies blacklisted by the Central Government/State Government, PSU any Autonomous body or any Govt. agency will be rejected. The Bids of the Bidder/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall be rejected.		
14.	The agency will provide a affidavit along with technical bid as following: (a) Certified that this company/Firm was never blacklisted by any Govt./Public sector agency/Undertaking in India. (b) The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.		
15.	The agency must deploy at least two technical employees at everytest center. The agency must have capacity to deploy more skilled manpower if required. Agency must submit details like Employee ID, name, Employee corporate Email, Contact no. of permanent employees.		
16.	The agency must have the primary data center with secondary data center for data security. Both the data center should be located in India in different cities. The data center must have Tier-III, CERT-in or ISO certification as per GOI guidelines. The agency must deploy Tier-III data centre with D R (Data Recovery) support both based in India.		
17.	The agency must have experience in successfully executing / supporting End to End (From application management, admit card management, examination conduct management, confidential matter handling, conduct of examination and result generation) offline entrance exam processes for candidate strength of more than 50000 candidates in Uttar Pradesh (The Results has been successfully declared).		
18.	The details of all pending court cases along with interim orders or court orders issued by any Hon'ble court against the bidder / firm, if any, needs to be enclosed. If there are no such cases, the firm has to submit an undertaking "No Court case is pending and No court order is issued against the firm".		
19.	ISO 9001-2008 certificate enclosed		

20.	ISO 27001 certificate enclosed		
21.	ISO 20,000 certificate enclosed		
22.	CMMi Level-3 certificate enclosed		
23.	CMMi Level-5 certificate enclosed		
24.	A Copy of the PAN Number of the firm or proprietor enclosed		
25.	A Copy of the TIN/ TAN Number of the firm or proprietor enclosed		
26.	Copy of Income-Tax return certificates of last three years enclosed		
27.	Two Certificates for satisfactory completion of previous work enclosed		
28.	Entire NIT (except price bid) duly signed & stamped by the bidder		
29.	Any technical deviations/suggestion should be attached		

Annexure-4

(Forming part of the technical bid)

CERTIFICATE

(To be given by Bidder)

"I/We certify that I/We have checked this received/downloaded bid documents with the bid documents available online at www.allduniv.ac.in and there is no discrepancy/variation/printing mistake and it is further certified that no alteration / modification has been made in the bid documents. I/We accept that the entire responsibility of ensuring that this application form along with other documents is as per original available on website is mine/ours. I/We also agree that if anything contrary is found the decision of the Committee constituted for opening of Tender will be final and binding on me/us."

Place: _____

Signature of Bidder

Date: ____ / ____ / 2023

Company seal

DECLARATION

(To be executed by the Tenderer)

I/We.....Proprietor/ Partner /Director of
M/s..... hereby declare:

- (a)** That I/We or any of my/our partner(s) is/are neither working in University of Allahabad nor removed / dismissed from service of University of Allahabad.
- (b)** That I/We or any of my / our partner's relatives (as defined in note below) are neither employed in any capacity nor removed / dismissed from services University of Allahabad.
- (c)** That in case of change of partners or change in constitution of the firm, I/We shall abide by the conditions 1 and 2 above and shall bring any change to the knowledge of the Registrar, University of Allahabad immediately.
- (d)** That I/We shall intimate the names of persons who are working with me / us at Allahabad in any capacity or are subsequently employed by me/us.
- (e)** That I/We have not been debarred / black listed by any Central/ State Govt. Departments/ Public Sector Undertakings / Autonomous agencies / organizations. Further I/We also confirm that the works awarded to us have been completed to the satisfaction of the awarding agencies, and that there had been no premature termination of contract for non-performance/ delayed execution on my / our part.
- (f)** That I/We am / are aware that any breach of the above condition would render me / us liable to be cancellation of existing contracts and forfeiting of my / our Earnest Money Deposit/ Security deposit held by University of Allahabad.

Place: _____

Date: _____

(NAME OF THE TENDERER)

(with signature and capacity in which He is signing)

(Office Seal)

Note:

- (i) The term "relatives" means wife/husband/parents and grandparents/children/grand-children/brothers/sisters/Uncles/Aunts/cousins and their corresponding in-laws.
- (ii) If at any time, it transpires that the information given in the declaration is incorrect / wrong, the contract is liable to be terminated forthwith without assigning any reason, besides forfeiting the EMD/SD and liable for initiating action for debarring the firm from entering into further contracts.

Signature of Tenderer

Company seal

Annexure-6
(Forming part of the technical bid)

Mandate Form

Electronic Clearing Service (Credit Clearing)/Real Time Gross Settlement(RTGS) Facility for Receiving Payments

Details of Account Holder:

1.	Firm/Contractor/Agency	
2.	Name of Accounts Holder	
3.	Complete Contact Address	
4.	Telephone Number / Fax / E-mail	

Bank Accounts Details:

1.	Name of the Bank viz. SBI/PNB	
2.	Branch Name with Complete Address	
3.	Telephone Number and E-mail of Bank Branch	
4.	Whether the Branch is computerized?	
5.	Whether the Branch is RTGS enabled? If yes, then what is the Branch's IFSC Code?	
6.	Is the Branch also NEFT enabled	
7.	Type of Bank Account (SB/Current/Cash Credit)	
8.	MICR Code of Bank	
9.	Complete Bank Account Number	
10.	Repeat Bank Account Number	

Signature of Customer

Date:

I hereby Certified that

Bank Stamp
Manager

Signature of Branch

1.

2.

BID SECURITY FORM (EMD)

Whereas (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the services of (name and/or description of the services) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of bank) of (Name of country), having our registered office at (Address of bank) (hereinafter called "the Bank"), are bound unto (Name of Purchaser) (hereinafter called "the Purchaser") in the sum of For which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; **or**
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - a) fails or refuses to execute the Contract Form if required; or
 - b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature with Seal of the Bank)
Date: _____
Address: _____

(Name & Address of Bidder)

PERFORMANCE SECURITY FORM

To: _____(Name of Purchaser)

WHEREAS _____(Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No..... dated to supply (Description of Goods and Services).

AND WHEREAS it has been stipulated by you in the said order that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the order and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of

Signature and Seal of Guarantors (Bank)

.....
.....
.....
Date
Address
.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

(Name & address of the Bidder)

PART-'B'
FINANCIAL BID FORM

To,

The Director, Admissions-2023-2024
University of Allahabad
Prayagraj-211002

Ref.: Notice Inviting Tender/Bid No. UOA/2023/01/Admissions, Dated/.... /2023
Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for services as per the schedule of requirements & Scope of work and in conformity with the said bidding documents.

We hereby offer to supply the Services at the prices and rates mentioned in the Financial Bid.

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Financial Bid as required by you. This includes:

- (a) Bid Letter
- (b) Price Schedule (Schedule to tender enquiry, quoting rates, duly signed & stamped.)
- (c) Statement of deviations from financial terms and conditions, if any.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to provide services as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor.

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the bid document is the constituted attorney.

(Note: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document)

We do hereby undertake, that, until formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this _____ day of _____ 2023

Signature of Bidder

List of enclosures:

Full Address: _____

Telephone No.: _____

Address: _____

Fax No.: _____

E-mail: _____

FINANCIAL BID (Format of Price Schedule)**(A) FINANCIAL BID FOR COMPUTER BASED ENTRANCE TEST (ONLINE)**

Sr. No.	Description of work	Rate Candidate (INR)	Per
1.	Provision of online Application		
	Payment Gateway integration		
	Finalization of test centers		
	Online Hall ticket generation and uploading on website for download		
	Provide the mock link on website for candidates to familiar with Computer based test mode		
	Conduct of computer based Exam at different centers at different cities		
	Result Generation of Computer Based Exam		
	Combining the scores of Computers based Exam and giving the final results		
	Publishing the results (student responses, raw scores, audit trail & system generated reports) with the University of Allahabad		
	Helpdesk and Email/SMS support throughout the entire project duration to solve the candidates' queries related to examination		
	Support to University of Allahabad in addressing RTI queries by providing the required data		
	Biometric and webcam (digital photo) registration prior to the start of exam		
	Data in desired format as and when required for future use		
2	Statutory taxes, if any to be quoted separately with rate		

Signature & Seal of the bidder

FINANCIAL BID (Format of Price Schedule)

(B) FINANCIAL BID FOR OMR BASED (OFFLINE) ENTRANCE TEST

Sr. No.	Description of work	Rate Per Candidate (INR)
1.	Provision of online Application	
	Payment Gateway integration	
	Online Hall ticket generation and uploading on website for download	
	Preparation /Supply of test content in 4 sets with backup arrangements	
	Supply of Examination Centre Management Kits	
	Conduct of Offline OMR Based entrance test objective type Examination at various centers covering Uttar Pradesh & New Delhi.	
	Designing, Printing and Supply of OMR Answer Sheets	
	Processing of OMR Answer Sheets, Scanning, Evaluation and Result Generation	
	Helpdesk and Email/SMS support throughout the entire project duration to solve the candidates' queries related to examination	
	Support University of Allahabad in addressing RTI queries by providing the required data	
	Data desired in require formats as and when required	
2	Statutory taxes, if any to be quoted separately with rate	

- Note: 1. In case of Offline Examination, Rates to be quoted in financial bid after excluding the expenditure on account of Centre charges. University will decide the rate of Centre Charges.
2. University may conduct the exam in the University premises and its constituent Colleges at Prayagraj.

Signature & Seal of the bidder

FINANCIAL BID (Format of Price Schedule)

(A) FINANCIAL BID FOR CUET Registration related activities (ONLINE)

Sr. No.	Description of work	Rate Per Candidate (INR) For UG courses under CUET-2023
1.	Provision of online Registration Payment Gateway integration Combining the NTA scores of CUET - 2023 Exam and giving the Category wise Merit List / as desired by Director Helpdesk and Email/SMS support throughout the entire project duration to solve the candidates' queries related to Registration. Support to University of Allahabad in addressing RTI queries by providing the required data Data in desired format as and when required for future use	
2.	Statutory taxes, if any to be quoted separately with rate	

Signature & Seal of the bidder

FINANCIAL BID (Format of Price Schedule)

(A) FINANCIAL BID FOR Counseling related activities (Online / Offline)

Sr. No.	Description of work	Rate Per Candidate (INR) For UG courses under CUET-2023 / PGand Professional Courses excluding CRET (Online)	Rate Per Candidate (INR) For UG courses under CUET-2023 / PGand Professional Courses excluding CRET (Offline)
1.	Provision of Online/Offline counselling portal Provision of uploading of required documents Provision of document verification Category wise seat display Category wise seat generation Provision of choice preference and choice locking Payment gateway integration Withdraw option Allotment of seat Collection of fee Generation of fee receipt/admission card Report generation as desired by the Director etc.		
2	Statutory taxes, if any to be quoted separately with rate		

Signature & Seal of the bidder

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract (hereinafter called the Integrity Pact) is made on day of the month of 2023, between, on one hand....., Director, Admissions-2023 and Registrar, University of Allahabad as witness (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s represented by Shri....., Chief Executive Officer (hereinafter called the "BIDDER/Seller" which expression shall mean and includes, unless the context requires, his successors and permitted assigns) of the Second Part.

WHEREAS as BUYER to procure ("**Computer Based Entrance Test (Online) & OMR-Based Entrance Test (Offline) and Counseling related activities (Online / Offline) for ADMISSIONS in Various PG Courses, CRET along with CUET-2023 Registration and Counseling for Admission in UG / PG Courses of University of Allahabad for Session 2023-24**") and the BIDDER/Seller is willing to offered the services

and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Autonomous Body performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from Bribing of indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bridging and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation third party related to be contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract. The BUYER will during the pre-

contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDER.

- 1.2 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would be stalled.

Commitments of Bidders

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments, he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.4 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness, and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.5 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 3.6 The BIDDER shall not use improperly, for purposes of competition of personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business, details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.7 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 If the BIDDER or any employee of the BIDDER or any person acting on behalf or the BIDDER, either directly or indirectly, is a relative of any of the Officers of the BUYER, or alternative, if any relative of an officer of the BUYER has financial interest/stake in the Bidder's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.10 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealing or transactions. Directly or indirectly, with any employee of the BUYER.

4 **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder of with any public Sector Enterprises in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount of **Rs. 5,00,000. only (Rs. five Lakh only)** as Earnest Money/Security Deposit, with the BUYER through any of the following instructions:
- (i) Bank DD/FDR/TDR/BG or Pay Order in favour of **Finance Officer, University of Allahabad**
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand or payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP)
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of

both the BIDDER and the BUYER, including warranty period, if any, whichever is later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanction for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) (vi). To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) (vii). To debar the BIDDER from participating in future bidding processes of the University of Allahabad for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credits have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of decision by the BUYER to forfeit

the same without assigning any reason for imposing sanction for violation of this pact.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Pact.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of Government of India or a PSU at lower price, then that very price, with due allowance of relapsed time, will be applicable to the present case and the difference in the cost would be refundable by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

- 8.1 The BUYER has appointed independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepted that the Monitor has the right access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitors shall be under contractual obligation to treat the information and documentation of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the parties. The parties will offer to

the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority or BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposal for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payments or commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. **Other Legal Action**

This action stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of his Integrity Pact shall be forming date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of his Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____
BUYER BIDDER

**Signature & Name of Director, Admissions-2023
University of Allahabad, Prayagraj**

**Authorized Signatory
of the Firm**

Witness

Witness

1. _____

1. _____

2. _____

2. _____

- * Provision of these clauses would need to be amended / deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign supplier.