

GOVERNMENT OF INDIA
NITI Aayog
New Delhi

National Competitive Bidding (NCB)

APPOINTMENT OF SUPPORT AGENCY FOR
RECRUITMENT FOR NITI AAYOG

REQUEST FOR QUALIFICATION

CUM

REQUEST FOR PROPOSAL

October, 2019

**NATIONAL INSTITUTION FOR TRANSFORMING INDIA (NITI) AAYOG
NOTICE INVITING - REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR
PROPOSAL (RFP)**

The National Institution for Transformation of India or NITI Aayog has been created to serve as the think tank of the Government of India. The institution plays a leadership role in policymaking in the Central Government, works closely with State Governments, serves as a knowledge hub and monitors progress in the implementation of policies and programmes of the Government of India.

The NITI Aayog is engaged in a number of transformational initiatives as a catalyst and an accelerator of change across sectors in partnership with Central Ministries and the State Governments. The three broad functions of NITI Aayog are given below-

Policy & Knowledge - NITI Aayog is engaged in policy intervention across the sectors while designing strategic and long-term policies and programmes for the Government of India. Further, it provides both directional and policy inputs as well as relevant technical advice to the Centre and States.

Innovation- Promoting a culture of innovation and entrepreneurship by serving as a platform for promotion of world-class Innovation Hubs, Grand Challenges, Start-up businesses and other self-employment activities, particularly in rigorous technology and innovation driven area.

Monitoring and Evaluation -Design, experiment, quasi-experiment, rigorous econometric modelling techniques and big data analytics to provide insight and feedback to drive evidence-based policy and programme design.

The objective is to seek the services of an agency to support end to end process of recruitment by NITI Aayog. NITI Aayog means NITI Aayog and its subordinate offices. Interested applicants are requested to submit their responses to the “RFP” at the address mentioned below on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before 13-11-2019, 5.30p.m.

The submissions must be addressed to:

Adviser (Admn.)
Room No. 318 (Admn.1B Section)
NITI Aayog, Sansad Marg,
New Delhi-110001

DISCLAIMER

1. This RFQ-cum-RFP document is neither an agreement nor an offer by National Institution for Transforming India (NITI) Aayog, Government of India (hereinafter referred to as “NITI Aayog”) to the prospective Applicants or any other person. The purpose of this RFQ-cum-RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ-cum-RFP.
2. NITI Aayog does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ-cum-RFP document and it is not possible for NITI Aayog to consider particular needs of each party who reads or uses this document. RFQ-cum-RFP includes statements which reflect various assumptions and assessments arrived at by NITI Aayog in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. Each prospective Applicant should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFQ-cum-RFP document and obtain independent advice from appropriate sources.
3. NITI Aayog will not have any liability to any prospective Applicant/ Firm/ or any other person under any law (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ-cum-RFP document, any matter deemed to form part of this RFQ-cum-RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of NITI Aayog or their employees, any Consulting Agency or otherwise arising in any way from the selection process for the Assignment. NITI Aayog will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon any statements in this RFQ-cum-RFP.
4. NITI Aayog will not be responsible for any delay in receiving the proposals. The issue of this RFQ-cum-RFP does not imply that NITI Aayog is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the services and NITI Aayog reserves the right to accept/reject any or all of proposals submitted in response to RFQ-cum-RFP document at any stage without assigning any reasons whatsoever. NITI Aayog also reserves the right to withhold or withdraw the process at any stage

with intimation to all who submitted RFQ-cum-RFP Application.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NITI Aayog accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. NITI Aayog reserves the right to change/ modify/ amend any or all provisions of this RFQ-cum-RFP document. Such revisions to the RFQ-cum-RFP / amended RFQ-cum-RFP will be made available on the website of NITI Aayog and CPPP portal.

Section 1: Letter of Invitation

New Delhi

Date: October 23, 2019

The National Institution for Transformation of India or NITI Aayog has been created to serve as the think tank of the Government of India. The institution plays a leadership role in policymaking in the Central Government, works closely with State Governments, serves as a knowledge hub and monitors progress in the implementation of policies and programmes of the Government of India.

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The objective is to seek the services of an agency to support end to end process of recruitment by NITI Aayog. By NITI Aayog means NITI Aayog and its subordinate offices. Interested applicants are requested to submit their responses to the “RFP” at the address mentioned below on Central Public Procurement Portal (CPPP: <http://eprocure.gov.in>) on or before 13-11-2019, 5.30 p.m.

A support Agency for Recruitment will be selected as per Combined Quality cum Cost Based Selection (CQCCBS).

The RFQ – cum - RFP includes the following documents:

SECTION 1: Letter of Invitation

SECTION 2: Instructions to Applicants

SECTION 3: Pre – Qualification and Technical Proposal - Standard Forms

SECTION 4: Financial Proposal - Standard forms

SECTION 5: Terms of Reference

SECTION 6: Standard format of Work Order

All clarifications/ corrigenda will be published only on the website of NITI AAYOG.

The official website for accessing the information related to this RFQ – cum - RFP

is: <https://niti.gov.in> along with Central Public Procurement Portal (<https://eprocure.gov.in>).

Yours sincerely,

Adviser (Administration)

NITI Aayog

New Delhi

Section 2: Instructions to Applicants

2.1 Introduction

- 2.1.1 The Client (hereinafter called “NITI Aayog”) named in the Data Sheet will select an organization in accordance with the method of selection specified in the Data Sheet. Applicants are advised that the selection of support Agency for Recruitment (hereinafter called “Agency”) shall be on the basis of an evaluation by NITI Aayog through the selection process specified in this RFQ – cum - RFP (the —Selection Process). Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that NITI Aayog’s decisions are final without any right of appeal whatsoever.
- 2.1.2 The Applicants are invited to submit Pre-Qualification, Technical and Financial Proposals (collectively called as —the Proposal), as specified in the Data Sheet, for the services required for the Assignment. The Applicant shall submit the Proposal in the form and manner specified in this RFQ – cum – RFP, in relevant sections herewith.
- 2.1.3 The Proposal will form the basis for grant of work order to the selected Agency. The agency shall carry out the assignment in accordance with the Terms of Reference of this RFQ – cum - RFP (the —TOR).
- 2.1.4 NITI Aayog requires that the Applicant hold NITI Aayog’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The applicant shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of NITI Aayog and the Project.
- 2.1.5 Applicants shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NITI Aayog or any other costs incurred in connection with or relating to its Proposal.
- 2.1.6 It is the NITI Aayog’s policy to require that the Applicants observe the highest standard of ethics during the Selection Process and execution of work/assignment. In pursuance of this policy, the NITI Aayog:
- (i) will reject the Proposal for award, will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be awarded any contract or work order if it determines that the Applicant has engaged in corrupt or fraudulent activities in competing for and in executing the work order in question;
- 2.1.7 **Dispute Resolution:** If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RFQ – cum - RFP, the parties shall promptly and in good faith 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 above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by CEO, NITI Aayog, whose decision shall be final.
- 2.1.8 **Termination of Assignment:** NITI Aayog will have the right to terminate the

assignment by giving 30 (thirty) days written notice. In the event of termination for no fault of Applicant, the NITI Aayog will reimburse all the expenses incurred by the Applicant (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Applicant or in case of termination of the assignment by the Applicant for reasons not attributable to the NITI Aayog, the NITI Aayog will forfeit the performance security of the Applicant.

2.1.9 The Applicant shall submit his proposal in **two covers** namely **Technical Proposal** and **Financial Proposal** respectively on Central Public Procurement Portal (<https://eprocure.gov.in>). Original EMD is to be deposited at NITI Aayog. The submissions for Pre-Qualification shall be evaluated first as specified in this RFQ-cum-RFP. Subsequently the technical evaluation as specified in this RFQ-cum-RFP will be carried out only for those Applicants who meet the Pre-Qualification criteria. Based on this technical evaluation, a list of technically qualified Applicants shall be prepared in the order of their merit. The Financial Proposals of technically qualified Applicant securing the highest rank will be opened.

2.1.10 The evaluation will be done in accordance with procedure given in Clause 2.6.

2.1.11 Number of Proposals: No Applicant shall submit more than one Application.

2.1.12 Right to reject any or all Proposals:

(i) Notwithstanding anything contained in this RFQ - cum - RFP, the NITI Aayog reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

(ii) Without prejudice to the generality of above, the NITI Aayog reserves the right to reject any Proposal if:

- a) At any time, a material misrepresentation is made or discovered, or
- b) The Applicant does not provide, within the time specified by the NITI Aayog, the supplemental information sought by the NITI Aayog for evaluation of the Proposal.

(iii) Such misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then the NITI Aayog reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the NITI Aayog, including annulment of the Selection Process.

2.1.13 Acknowledgement by Applicant:

(i) It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFQ – cum - RFP;
- b) received all relevant information requested from the NITI Aayog;
- c) accepted the risk of inadequacy, error or mistake in the information

provided in the RFQ – cum - RFP or furnished by or on behalf of the NITI Aayog;

- d) satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - e) acknowledged that it does not have a Conflict of Interest; and
 - f) agreed to be bound by the undertaking provided by it under and in term hereof.
- (ii) The NITI Aayog shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ - cum- RFP or the Selection Process, including any error or mistake therein or in any information or data given by the NITI Aayog.

2.2 Clarification and amendment of RFQ – cum - RFP documents

Applicants may seek clarification on this RFQ – cum - RFP document, within seven (7) days of the date of issue of this RFQ – cum - RFP document. Any request for clarification must be sent by standard electronic means (PDF and word file) NITI Aayog’s e-mail:recruitment-niti@gov.in. The NITI Aayog will endeavor to respond to the queries prior to the Proposal Due Date. The NITI Aayog will post the reply to all such queries on its official website and CPPP portal.

- 2.2.1 At any time before the submission of Proposals, the NITI Aayog may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Applicant, modify the RFQ - cum - RFP documents by an amendment. All amendments/ corrigenda will be posted only on the NITI Aayog’s Official Website. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the NITI Aayog may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Applicants willing to attend the pre-bid should inform NITI Aayog beforehand in writing and email. The maximum number of participants from an applicant, who chose to attend the Pre-Bid Meeting, shall not be more than two per applicant. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit

- 2.3.1 An Earnest Money Deposit in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of **Pay and Account Officer, NITI Aayog, New Delhi**, payable at New Delhi, for the sum of Rs. 50,000/- shall be required to be submitted by each Applicant. The Bank Guarantee shall be in the format of Form 3D.
- 2.3.2 The Demand Draft/ Bank Guarantee in original shall be placed in an envelope and marked as —EMD— [name of assignment] and Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to NITI Aayog in physical form before the Proposal Due Date. In addition, a scanned copy (in pdf format) shall also be uploaded on Central Public Procurement Portal

(hereinafter referred to as CPPP). Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.

- 2.3.3 NITI Aayog will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Applicants shall be returned, without any interest, within one month after grant of the work order to the Selected Applicant or when the selection process is cancelled by NITI Aayog. The Selected Applicant's Earnest Money shall be returned, without any interest upon the Applicant accepting the work order and furnishing the Performance Security in accordance with provision of the RFQ - cum - RFP and work order.
- 2.3.4 NITI Aayog will be entitled to forfeit and appropriate the Earnest Money Deposit as mutually agreed loss and damage payable to NITI Aayog in regard to the RFQ - cum - RFP without prejudice to NITI Aayog's any other right or remedy under the following conditions:
- (i) If an Applicant engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFQ - cum - RFP (including the Standard Form of work order);
 - (ii) If any Applicant withdraws its Proposal during the period of its validity as specified in this RFQ – cum - RFP and as extended by the Applicant from time to time,
 - (iii) In the case of the Selected Applicant, if the Selected Applicant fails to accept the work order or provide the Performance Security within the specified time limit, or if the Applicant commits any breach of terms of this RFQ – cum - RFP or is found to have made a false representation to NITI Aayog.
 - (iv) Performance Security equivalent to the amount indicated in this RFQ – cum - RFP shall be furnished before start of work on assignment in form of a Bank Guarantee substantially in the form specified in the RFQ – cum - RFP / work order.
 - (v) For the successful bidder the Performance Security shall be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) days after the completion of the assignment.
- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.6 An Applicant should have, during the last 1 (one) year, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate within India.

2.4 Preparation of proposal

- 2.4.1 Applicants are requested to submit their Proposal in English language and strictly in the formats provided in this RFQ - cum - RFP. The NITI Aayog will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- 2.4.2 In preparing their Proposal, Applicants are expected to thoroughly examine the

RFQ - cum - RFP Document.

- 2.4.3 The technical proposal should provide the documents as prescribed in clause 2.6., along with photocopy of PAN Card. No information related to financial proposal should be provided in the technical proposal.
- 2.4.4 Failure to comply with the requirements spelt out above shall lead to the deduction of marks during the evaluation. Further, in such a case, NITI Aayog will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the technical proposal the applicant shall be disqualified and his proposal will not be considered.
- 2.4.5 The Proposals must be digitally signed by the Authorized Representative (the - Authorized Representative) as detailed below:
- (i) by the proprietor in case of a proprietary firm;
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation.
- 2.4.6 Applicants should note the Proposal Due Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFQ - cum - RFP, no supplementary material will be entertained by the NITI Aayog, and the evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Data Sheet. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the NITI Aayog reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- 2.4.7 **Financial proposal:** While preparing the Financial Proposal, Applicants are expected to take into account the various requirements and conditions stipulated in this RFQ - cum - RFP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to all taxes associated with the Assignment. While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, transportation, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (ii) The Financial Proposal shall take into account all the expenses and tax liabilities and cost of insurance specified in the work order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, **excluding GST**, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Applicant shall be paid only GST over and above the cost of Financial

Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.

2.4.8 The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFQ - cum - RFP.

2.4.9 Applicants shall express the price of their services in Indian Rupees only.

2.5 Submission, receipt and opening of proposals

2.5.1 The Proposal shall be submitted through e-procurement portal CPPP. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have file name in accordance to following format [form_name.applicant_name]. Applicant name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.

2.5.2 The Authorized Representative of the Applicant should authenticate EMD Details, Pre-Qualification, Technical and Financial proposal using his digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

2.5.3 The Applicant shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, on e-procurement portal. No cover, other than EMD shall be accepted in physical form.

2.5.4 No proposal shall be accepted after the closing time for submission of Proposals.

2.5.5 After the deadline for submission of proposals, the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Applicants meet the prescribed Minimum Qualification Criteria. The RFP details containing the Earnest Money Deposit, Technical and Financial Proposals shall remain closed.

2.5.6 After the Proposal submission until the grant of the work order, if any Applicant wishes to contact the NITI Aayog on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence the NITI Aayog during the Proposal evaluation, Proposal comparison or grant of the work order decisions may result in the rejection of the applicant's proposal.

2.6 Proposal Evaluation

2.6.1 As part of the evaluation, the Pre-Qualification Proposal submission shall be checked to evaluate whether the Applicant meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Applicants who meet the Minimum Qualification Criteria (-Shortlisted Applicant), shall be checked for responsiveness in accordance with the requirements of the RFQ-cum-RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFQ-cum-RFP document.

- 2.6.2 Prior to evaluation of Proposals, the NITI Aayog will determine whether each Proposal is responsive to the requirements of the RFQ – cum – RFP at each evaluation stage as indicated below. The NITI Aayog may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

RFQ Stage

- (i) The Pre-Qualification Proposal is received in the form specified in this RFQ cum- RFP,
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (iii) It does not contain any condition or qualification, and
- (iv) It is not non-responsive in terms hereof.

RFP Stage

Technical Proposal

- (i) The Technical Proposal is received in the form specified in this RFQ-cum-RFP,
- (ii) It is accompanied by the Earnest Money Deposit as specified in this RFQ-cum-RFP,
- (iii) It is received by the Proposed Due Date including any extension thereof in terms hereof;
- (iv) It does not contain any condition or qualification, and
- (v) It is not non-responsive in terms hereof.

Financial Proposal

- (i) The Financial Proposal is received in the form specified in this RFQ cum RFP,
- (ii) It is received by the Proposed Due Date including any extension thereof in terms hereof,
- (iii) It does not contain any condition or qualification, and
- (iv) It is not non-responsive in terms hereof.

The NITI Aayog reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the NITI Aayog in respect of such Proposals. However, NITI Aayog reserves the right to seek clarifications or additional information from the applicant during the evaluation process. The NITI Aayog will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

- 2.6.3 As part of the evaluation, the Pre-Qualification Proposals submitted [**in Form 3A**] should fulfill the Minimum Qualification Criteria. In case an Applicant does not fulfill the Minimum Qualification Criteria, the Technical Proposal [**in Form 3E**] of such an Applicant will not be opened and evaluated further. In such cases, the RFP details containing the Technical Proposal, Financial Proposal and Earnest Money Deposit will not be opened after completion of evaluation of Pre-Qualification.

2.6.4 Pre Qualification Criteria: All Agencies having following qualifications are invited to participate in the RFP cum RFQ:

- a. The agency must be a company/firm registered in India for at least three years as on 01/04/2019.
- b. Turnover of the agency for recruitment/examination related business for each of the last three financial years (2016-2017, 2017-2018, 2018-2019) should be at least Rs. 20 lakhs for each year duly certified by Chartered Accountant.
- c. The agency should have executed 3 projects related to recruitment or on line examinations in the last three years (i.e. after 1st April 2016) for any State/Union Public Service Commission/ Government departments/PSU/ Joint Entrance Examination for engineering, medicine or management.
- d. The agency should have ISO 9001 certification ISO 27001 & at least CMMi level-3 certifications in development and services.
- e. The bidder's CBT software should be STQC certified or the processes meet ISO 9001 & 27001 standards. The CBT software should meet the cyber security audit requirements as specified by CERTIN.
- f. The bidder must have (owned/ outsourced) primary data centre with DR site infrastructure for data Security. Both the data centres should be located in India in different seismic zones. The data centre must be Tier III and ISO certified. Data centre should be certified as per the Meity, Government of India Guidelines.
- g. The bids of respondents to this RFP debarred by the Government of India shall **NOT** be considered. The Bids of the Bidders/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall also **NOT** be considered.

2.6.5 **Technical Evaluation:** The evaluation committee(-Evaluation Committee) appointed by the NITI Aayog will carry out the evaluation of Proposals on the basis of the following evaluation criteria and points system. If required, the NITI Aayog may seek specific clarifications from any or all Agency (ies) at this stage. The NITI Aayog shall determine the Agency that qualifies for the next phase after reviewing the clarifications provided by the Agency (ies). Each evaluated Proposal will be given a technical score (St) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

S. No	Description of Marking Scheme	Maximum Marks	Marks evaluated by Technical Evaluation Committee	Supporting documents required	Page Reference (to be filled by bidder)
1	Marks for Approach and Methodology will be	10		As per Form 3 F	

	awarded by the Committee based on the Presentation & Demonstration made by the bidder.				
2	Software solution	10			
2.1	Organization should own the source code of the application software.	5		Self-Certificate by Authorized Signatory	
2.2	The organization should have in-house 50 technical personnel (Graduate with relevant IT knowledge) to maintain software and data used to conduct the exam and should follow well defined Software Change Management processes to manage changes in the software (Pl attach proof)	5		ESI/PF registration or Certificate from Company Secretary or self-declaration shall be submitted.	
3	CMMI level (Organization-Development)	10		Self-attested copies of relevant certificates	
3.1	CMMI level 3 Development	6			
3.2	CMMI level 4 Development	8			
3.3	CMMI level 5 Development	10			
4	CMMI level (Services)	5		Self-attested copies of relevant certificates	
4.1	CMMI level 3 Development	3			
4.2	CMMI level 4 Development	4			
4.3	CMMI level 5 Development	5			
5	Average annual turnover of the company in INR during FY 2015-16, FY 2016-17 and FY 2017-18 in INDIA	15		Certificate by Chartered Accountant	
5.1	Up to 50 Cr	5			

5.2	>=50 Crore and <100 crore	10			
5.3	>100 Crore	15			
6	Experience in Recruitment/CBT in years	15		Supported by the work orders received by the bidder.	
6.1	<3 years	0			
6.2	= 3 years	7			
6.3	>3 years, 2 marks for each additional year	9-15(max)			
7	No.of Assignments completed with more than 25,000 candidates in India during FY 2015-16, FY 2016-17 and FY 2017-18	15		Supported by the work orders received by the bidder.	
7.1	Less than 3 assignments	00			
7.2	3 to 5 assignments	08			
7.3	6 to 10 assignments	12			
7.4	More than 10 assignments	15			
8	Infrastructure for Data Centre / Disaster Recovery (DR)	20		Audit certificate from any 3rd Party Auditor of DC & DR / Certification	
8.1	DC & DR Owned by Service Provider				
	Tier-III	12			
	Tier-IV	16			
	Tier-V	20			
8.2	DC owned by Bidder, DR Hired from different sources-				
	Tier-III	9			
	Tier-IV	12			
	Tier-V	15			
8.3	Both DC & DR hired from others (similar to Cloud)- Tier-III				

	Tier-IV	6			
	Tier-V	8			
		10			

2.6.7 A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFQ - cum - RFP Document and the Terms of Reference

2.6.8 The proposal of the Agency who have cleared the minimum qualification score of 70% shall be ranked on the basis of technical score (St) and their financial proposal will be open ended.

2.6.9 **Financial Evaluation:** In this process, the financial proposal of the Agency declared qualified shall be opened by indicating the date and time set for opening of its Financial Proposal. The information of this date and time may be sent by registered letter, facsimile, or electronic mail.

2.6.10 Selection Procedure:

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Applicant. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

$$Sf = 100 \times Fm/F;$$

in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = St \times Tw + Sf \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

2.6.9 The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be issued the work order (the Successful Applicant).

2.7 Grant of Work Order

2.7.1 After selection, a Work Order will be issued, in duplicate, by the NITI Aayog to the Successful Applicant and the Successful Applicant shall, within 7 (seven) days of the receipt of the work order, sign and return the duplicate copy of the work order in acknowledgement thereof. In the event the duplicate copy of the work order duly signed by the Successful Applicant is not received by the

stipulated date, the NITI Aayog may, unless it consents to extension of time for submission thereof, appropriate the Earnest Money Deposit of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the NITI Aayog on account of failure of the Successful Applicant to acknowledge the work order, and the next highest ranking Applicant may be considered.

- 2.7.2 **Performance Security:** Performance Security equivalent to 10 (ten) percent of the total cost equivalent to processing of 40,000 applications, i.e., 40,000* Financial Score (F) as calculated at Form 4B in the Financial Proposal shall be furnished from a Nationalized/Scheduled Bank, before start of work on assignment, in form of a Bank Guarantee substantially in the form specified at Annexure of the work order. For the successful bidder the Performance Security will be retained by NITI Aayog until the completion of the assignment by the Applicant and be released 60 (Sixty) Days after the completion of the assignment.

2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning grant of the work order shall not be disclosed to the applicants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been given the work order.

2.9 Fraud and corrupt practices

- 2.9.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFQ – cum – RFP, the NITI Aayog will reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the NITI Aayog will, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the NITI Aayog for, inter alia, time, cost and effort of the NITI Aayog, in regard to the RFQ – cum – RFP, including consideration and evaluation of such Applicant’s Proposal.
- 2.9.2 Without prejudice to the rights of the NITI Aayog under this Clause, hereinabove and the rights and remedies which the NITI Aayog may have under the work order or the Agreement, if an Applicant or Agency, as the case may be, is found by the NITI Aayog to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the work order or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFQ – cum – RFP issued by the NITI Aayog during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the NITI Aayog to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

2.9.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

2.9.3.1 Corrupt practice means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the NITI Aayog who is or has been associated in any manner, directly or indirectly with the Selection Process or the work order or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the NITI Aayog, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the work order or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the work order or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the NITI Aayog in relation to any matter concerning the Project;

- a) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- b) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- c) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the NITI Aayog with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- d) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.10 **Pre-Bid Meeting**

2.10.1 Pre-Bid Meeting of the Applicants will be convened off-line at the designated date, time and place. A maximum of two representatives of each Applicant will be allowed to participate on production of an authorization letter from the Applicant [Form 3C].

2.10.2 During the course of Pre-Bid Meeting, the Applicants will be free to seek clarifications and make suggestions for consideration of the NITI Aayog. The NITI Aayog will endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a

fair, transparent and competitive selection process.

2.11 Miscellaneous

2.11.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

2.11.2 The NITI Aayog, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to

2.11.2.1 suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

2.11.2.2 consult with any Applicant in order to receive clarification or further information;

2.11.2.3 retain any information and/or evidence submitted to the NITI Aayog by, on behalf of and/or in relation to any Applicant; and/or

2.11.2.4 independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

2.11.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the NITI Aayog, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

2.11.4 All documents and other information provided by NITI Aayog or submitted by an Applicant to NITI Aayog shall remain or become the property of NITI Aayog. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. NITI Aayog will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Applicant to NITI Aayog in relation to the assignment shall be the property of NITI Aayog.

2.11.5 The NITI Aayog reserves the right to make inquiries with any of the Applicants about their previous experience record.

2.12 Tentative schedule for selection process

The NITI Aayog will endeavor to follow the following schedule:

Date of issue of RFQ – cum – RFP	23-10-2019
Last date for receiving queries/requests for clarifications	29-10-2019
Pre-Bid Meeting at 3 p.m. in ‘Bengal Tiger Conference Room’ 5 th Floor, NITI Aayog	31-10-2019
NITI Aayog’s response to queries/requests for clarifications, if any	4-11-2019
Proposal Due Date	13-11-2019, 5.30 p.m.
Opening of Technical Proposals	14-11-2019, 3 p.m.
Display of list of applicants on NITI Aayog’s website/ CPPP portal	15-11-2019
Presentation by applicants in NITI Aayog, Sansad Marg, New Delhi	19-11-2019
Display of list of technically qualified applicants on NITI Aayog’s website/ CPPP Portal	25-11-2019
Opening of Financial Proposals of technically qualified applicants in NITI Aayog	27-11-2019

2.13 Data Sheet

Reference	Description
Section 1	The objective is to seek the services of a support Agency for managing end to end recruitment process of NITI Aayog and its subordinate offices.
2.6.10	The method of selection is Combined Quality cum Cost Based Selection (QCBS) using 70:30 weightage for quality and cost respectively.
2.1.1	The name of client: NITI Aayog, Government of India
2.3.4 (v)	The proposal of the applicant shall be valid for 60 (sixty) days from the Proposal Due Date.
2.2	Clarification must be requested on or before 29/10/2019. Applicants shall share the MS Word or PDF file in soft copy of pre-bid queries at the time of requesting clarifications. The e-mail address for requesting clarification is: recruitment-niti@gov.in
2.2.2	Date & Time of pre bid meeting – 31/10/2019 at 3.00 p.m. at the Official Address: ‘Bengal Tiger Conference Room’ 5 th Floor, NITI Aayog, Sansad Marg, New Delhi- 110001
2.5	The last date for submission of Proposal is 13/11/2019 up to 1730 Hours (IST). The proposal will be submitted on CPPP. The address for submission of EMD/Bank Guarantee is Room No. 318 (Admn.1B Section), NITI Aayog, Sansad Marg, New Delhi 110001
2.5.3	Applicants must submit: <ul style="list-style-type: none"> • EMD (EMD is to be submitted in physical form) • Pre-Qualification Proposal • Technical proposal • Financial proposal Through Central Public Procurement Portal only. No physical bid will be accepted.
2.4.9	The applicant to state cost in Indian Rupees only.

Section 3: Pre-Qualification and Technical Proposal – Standard Forms

Form 3A	Pre – Qualification Proposal Submission Form
Form 3B	Self-certification of Minimum Eligibility
Form 3C	Format for Power of Attorney for Authorized representative
Form 3D	Format of Bank Guarantee for Earnest Money Deposit
Form 3E	Technical Proposal Submission Form
Form 3F	Proposed Approach and Methodology for entire recruitment process for NITI Aayog

Form 3A: Pre-Qualification Proposal Submission Form

[Location, Date]

To

Adviser (Admn.)
NITI Aayog,
Sansad Marg,
New Delhi-110001

RFQ – cum – RFP dated [date] for selection of Support Agency for Recruitment

Dear Sir,

With reference to your RFQ – cum – RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Pre-Qualification Proposal for selection as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the Applicant].

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of support of Recruitment Agency and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Support Agency for recruitment for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last one year, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our

part.

6. We declare that:
 - a) We have examined and have no reservations to the RFQ – cum – RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum – RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum – RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Support Agency for recruitment, without incurring any liability to the Applicants.
8. We declare that we are not a member of any other Consortium/JV applying for selection as a Support Agency for recruitment.
9. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum – RFP.
11. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.

12. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by NITI Aayog in connection with the selection of support agency for recruitment or in connection with the selection process itself in respect of the above mentioned Project.
13. We agree and understand that the proposal is subject to the provisions of the RFQ – cum – RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
14. We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date (PDD) specified in the RFQ – cum – RFP.
15. A Power of Attorney in favour of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. The Technical and Financial Proposal is being submitted in a separate cover. This Pre- Qualification Proposal read with the Technical and Financial Proposal shall constitute the application which shall be binding on us.
17. We agree and undertake to abide by all the terms and conditions of the RFQ – cum – RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3B: Self-certification of Minimum Eligibility

[Location, Date]

Sl. No	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No) with
1	The agency must be a company/firm registered in India for at least three years as on 01/04/2019 .	Certificate of Registration	
2	Turnover of the agency for recruitment/examination related business for each of the last three financial years (2016-2017, 2017-2018, 2018-2019) should be at least Rs. 20 lakhs for each year duly certified by Chartered Accountant.	Certified by Chartered Accountant.	
3	The agency should have executed 3 projects related to recruitment or on line examinations in the last three years (i.e. after 1 st April 2016) for any State/Union Public Service Commission/ Government departments/PSU/ Joint Entrance Examination for engineering, medicine or management.	Copy of work orders/certificate by the client.	
4	The agency should have ISO 9001 certification, ISO 27001 & at least CMMi level-3 certifications.	Copy of certificates	
5	The bidder's CBT software should be STQC certified or the processes meet ISO 9001 & 27001 standards. The CBT software should meet the cyber security audit requirements as specified by CERTIN.	Copy of valid STQC/ISO certificate(s), Copy of valid Cert-In certificate	
6	The bidder must have (owned/outsourced) primary data centre with DR site infrastructure for data Security. Both the data centres should be located in India in different seismic zones. The	Copy of document in support of owned / outsourced Data Centre	

	data centre must be Tier III and ISO certified. Data centre should be certified as per the Meity, Government of India Guidelines.		
7	The bids of respondents to this RFP debarred by the Government of India shall NOT be considered. The Bids of the Bidders/their Partners/Directors/Agents against whom any criminal case is pending before any Court shall also NOT be considered.	Self declaration	
8	Permanent Account Number (PAN)	Copy of PAN	
9	Tax Deduction Account Number (TAN)	Copy of TAN	
10	Goods and Services Tax (GST) Registration	Copy of GST Registration Certificate	
11	Employees' Provident Fund (EPF) Registration	Copy of EPF Registration certificate	
12	Employees' State Insurance (ESI) Registration	Copy of ESIC Registration Certificate	
13	The bidders should not have been blacklisted by central/state government departments / public sector undertakings / autonomous bodies / Central Vigilance Commission (CVC) with regard to the work executed by it in the last five financial years.	Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only)	

**If at any time it is found out that the Agency did not have the capabilities as enumerated above, NITI Aayog may put the Agency in negative list without prejudice to any other civil/criminal action under the law and forfeiture of the earnest money deposit.*

Form 3C: Format for Power of Attorney for Authorized Representative

Know all men by these presents, We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the —Authorized Representative), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection of support agency for recruitment [name of assignment], by NITI AAYOG (the -Authority) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us until accepting the work order with the Authority.

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

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

For [name and registered address of organization] [Signature]
[Name]

[Designation]

Witnesses:

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

Accepted

Signature] [Name]

[Designation] [Address]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter

documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure. **Photocopy of the Power of Attorney would not be considered.**

2. Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form 3D: Format of Bank Guarantee for Earnest Money Deposit

BG No.

Date:

1. In consideration of you, NITI Aayog, Government of India, New Delhi — 110 001 (hereinafter referred to as the —Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [**Name of company**], (hereinafter referred to as the—Bidderwhich expression shall unlessit be repugnant to the subject or context thereof include its successors and assigns), for appointment as Support Agency for Recruitment for [name of assignment] pursuant to the RFQ – cum – RFP Document dated [date] issued in respect of the Assignment and other related documents including without limitation the draft work order for services (hereinafter collectively referred to as —RFQ – cum – RFP Documents), we [**Name of the Bank**] having our registered office at [registered address] and one of its branches at [branch address] (hereinafter referred to as the —Bank), at the request of the Bidder, do hereby in terms of relevant clause of the RFQ – cum – RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the RFQ – cum – RFP Document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the —Guarantee) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RFQ – cum – RFP Document.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum – RFP Document shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RFQ – cum – RFP Document including, Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity period of the Proposal as set forth in the said RFQ – cum – RFP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RFQ – cum – RFP Document including without limitation, failure of the said Bidder to keep its Proposal valid during the validity

period of the Proposal as set forth in the said RFQ – cum – RFP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).

4. This Guarantee shall be irrevocable and remain in full force for a period of 60 (sixty) days from the Proposal Due Date and a further claim period of thirty (30) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RFQ – cum – RFP Document or to extend time for submission of the Proposals or the Proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RFQ – cum – RFP Document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RFQ – cum – RFP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
12. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date].

Signed and Delivered by [name of bank]

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

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

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

Form 3E: Technical Proposal Submission Form

[Location, Date]

Adviser (Admn)
NITI Aayog,
Sansad Marg,
New Delhi-110001

RFQ – cum – RFP dated [date] for selection for [name of assignment]

Sir,

With reference to your RFQ – cum – RFP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for selection of Support Agency for Recruitment as [name of assignment]. The Proposal is unconditional and unqualified.

We are submitting our Proposal as [name of the applicant].

If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFQ – cum – RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFQ – cum – RFP.

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

Further:

1. We acknowledge that NITI Aayog will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of support agency for recruitment, and we certify that all information provided in the Proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the support agency for recruitment for the aforesaid Project.
3. We shall make available to NITI Aayog any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. We acknowledge the right of NITI Aayog to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project, assignment or contract by any

public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

6. We declare that:
 - a) We have examined and have no reservations to the RFQ – cum – RFP, including any Addendum issued by the Authority;
 - b) We do not have any conflict of interest in accordance with the terms of the RFQ – cum – RFP;
 - c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFQ – cum – RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with NITI Aayog or any other public sector enterprise or any government, Central or State; and
 - d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the support agency for recruitment without incurring any liability to the Applicants.
8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor any of our consortium members have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RFQ – cum – RFP.
10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
11. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken

by NITI Aayog in connection with the selection of support agency for recruitment or in connection with the selection process itself in respect of the above mentioned Project.

12. We agree and understand that the proposal is subject to the provisions of the RFQ – cum – RFP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
13. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall be binding on us.
14. We agree and undertake to abide by all the terms and conditions of the RFQ – cum – RFP Document.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of

Firm:

Address:

Telephone:

Fax:

(Name and seal of the Applicant/Member in Charge)

Form 3F: Proposed Approach and Methodology for entire recruitment

- i. Website and application portal
- ii. Sourcing
- iii. Applicant engagement
- iv. Applicant tracking system
- v. Screening
- vi. Online test

(Note: Based on the proposal statement the bidder has to made a presentation before the Committee at NITI Aayog, New Delhi)

Section 4: Financial Proposal – Standard Forms

Form 4A: Financial Proposal Submission

Form 4B: Summary of Costs

Form 4A: Financial Proposal Submission Form

[Location, Date]

To

Adviser (Admn.)
NITI Aayog,
Sansad Marg,
New Delhi-110001

Dear Sir,

Subject: Services for [name of assignment].

We, the undersigned, offer to provide the services for [name of assignment] in accordance with your Request for Qualification – cum – Request for Proposal dated [date] and our Proposal. Our attached Financial Proposal is for the sum of [amount(s) in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India namely —Prevention of Corruption Act 1988.

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

Yours
sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Form 4B: Summary of Costs

SI No	Item	Rate per application (without GST) in INR
A	End-to-End process of recruitment with software based screening (without Computer Based Test)	
B	End-to-End process of recruitment with CBT (Computer Based Test)	

Notes:

1. The financial score for the purpose of evaluation in accordance with Clause 2.6.10 will be calculated using the formula:-

$F=0.75*\text{Rate per application quoted at SI No 'A' above} + 0.25*\text{Rate per application quoted at SI No. B above}$

2. The payment will be made after completion of each recruitment process as under

$$= 0.4 \times \text{number of applicants registered} + 0.6 \times \text{number of applications completed} \times \text{rate quoted per application (A or B, as the case may be)}$$

3. In case of data migration from ongoing recruitment process, if any, which requires processing of data base from screening/ online test stage, in that case payment for such migrated applications will be

$$= 0.4 \times \text{number of applications migrated} \times \text{rate quoted per application (A or B, as the case may be)}$$

4. The assignment or engagement of the firm can be extended up to 3 years.

5. 5% escalation is allowed on the rates for each consecutive year.

6. GST would be payable at the applicable rates as may be in force from time to time.

Section 5: Terms of Reference

NITI Aayog intends to engage an Agency to support the end to end recruiting process. During the last recruitment process for 7 different posts a total of 40000(approx.) applicant registered themselves and 19500 (approx.) applied for the posts. The broad scope of work is given below-

1. **Data integration and Setting up, Hosting and maintaining the website for entire recruitment process.**
 - a) The agency shall be responsible for data integration of all the stages of the recruitment process. It shall set up, host and maintain a website for comprehensive management of the entire recruitment process from the stage of receiving applications till declaration of final results.
 - b) It should have the provision for data migration from the existing system for ongoing process if any
 - c) The main web server and the disaster recovery servers should be located in India.
 - d) The web server, hosted applications and database shall comply with CERT-IN security guidelines or equivalent and should be security audited by CERT-IN approved vendors. The website should be accessible through all standard/popular browsers.
 - e) The website should support all the stages of the recruitment process, viz. Interview Process and Final result declaration etc.
 - f) The agency will have to deploy sufficient resources for the website to ensure availability and quick response time to the candidates to the satisfaction of the NITI Aayog even at peak loads.
2. **Application portal** - Develop an application portal for accepting online applications.
 - a) The agency shall create an application form and dedicated website / portal that should be capable of receiving online applications.
 - b) The website and application form should be designed keeping in view the requirement of NITI Aayog.
 - c) The website should be capable of registering the applicants based on mobile/e-mail OTP system.
 - d) Necessary security measures/certifications shall be obtained/provided by the agency.
 - e) The website shall have a provision for payment gateway including payment through designated banks as specified by the NITI Aayog.
 - f) The website shall have an administrative module for the authorised functionaries of the NITI Aayog for access of real time information.
 - g) The website shall be equipped to generate email and SMS responses to the candidates at the required stages of the process as instructed by NITI Aayog.
 - h) Regular MIS reports shall be submitted to the NITI Aayog, as per requirement of NITI Aayog.
3. **Sourcing** - Integrate an Artificial Intelligence based process for showing job ads to people with the right profile and interest level as per the requirement of the post/job using social media sites.
4. **Applicant engagement** –Maintain manual helpdesk at least for 9 hours all 7 days in the week including holidays and/or use AI-powered assistants (Chatbots) for applicant engagement, answering their queries and help them to complete the application process.

5. **Applicant tracking system** - Use applicant tracking systems (ATS) software for data crunching, metric analysis and communication to create, update and engage the prospective talent pool.

- a) The agency shall be responsible for uploading of Interview call letters for the primary stage as well as the subsequent stages on the website in a downloadable/ searchable form. An interface will be provided to the candidates and subsequently communicated by SMS/ Email so that they can download their own call letter on proper authentication as per direction of NITI Aayog.
- b) The agency shall be responsible for integration of the results of the Interview.
- c) An interface shall be provided for the candidates to assist them during the entire process. No candidate should be able to view data of another candidate at any stage.
- d) An interface shall be provided to the NITI Aayog so that all activities relating to management of a particular recruitment process may be done by the authorised personnel of the NITI Aayog.
- e) Appropriate training to NITI Aayog personnel shall be provided as required.
- f) At the end of each recruitment process, the entire data relating to that process and web pages shall be archived and handed over to the NITI Aayog in External Drives and DVDs.

6. **Screening** -

- a) Coordinating and receiving the online application database from the NITI Aayog, if needed. The system should have the provision for integrating the data base of all applicants from the ongoing process, if any.
- b) De-duplication check on merged database to identify applicants who have filled up more than one online forms and reporting of such cases to the NITI Aayog.
- c) Purification of the database as per decisions of the NITI Aayog.
- d) Generation of MIS reports daily and as per requirement of the NITI Aayog.
- e) Creation and delivery of an error free database to the NITI Aayog for storage and retrieval on a suitable medium. The database shall be in open source server architecture and should be fully searchable. An interface for searching the database on all fields shall be provided which will display information in a format required by the NITI Aayog.
- f) A verifiable audit trail of all activities undertaken shall be maintained by the agency which may be inspected by the NITI Aayog anytime.
- g) Identification of eligible candidates based on qualification, age and experience, as prescribed in the advertisement, by matching the application data.
- h) Screen the applications by using intelligent screening software by assessing applications/resumes based on the pre-defined parameters as recommended by the Screening Committee duly constituted by the NITI Aayog and rank the eligible candidates and produce a shortlist of the strongest potential candidates.

7. **Online test** – Arrange online aptitude test or psychometric test to shortlist the candidates if required by the NITI Aayog. The Scope of Work has been divided into following three broad phases:

- (a) Pre- Examination Phase
- (b) Examination Delivery Phase
- (c) Post Examination Phase

All processes of those examination phases shall be carried out by the selected bidder under the supervision of Screening Committee duly constituted by the NITI Aayog.

Note: (a) Based on timelines agreed, following shall be made available by the NITI Aayog:

1. Sub Work Order for each Project
2. Copy of final recruitment Notice, Detailed Requirement Document (DRD), Syllabus and job Description for various Posts.
3. Template of Admit Card and Confirmation on Template of CBT.
4. Template and Guidelines for Preparation of Merit List.
5. Rules/guidelines/marketing scheme for evaluation.
6. Approved Process document for preparation of results (including Normalization Process wherever applicable).

(b) Based on the timelines agreed, following shall be made available by the selected bidder:

1. Approved Process document for execution of entire project requirement etc. (Project Plan, Deployment of Project Team at NITI Aayog office if required).
2. Development and hosting of Online Application Registration Portal
3. Provide Link for Payment Gateway Integration for online receipt of application fees if required.
4. Generation of MIS of the Application Fee and Reconciliation if applicable.
5. Development of suitable software for generating e-Admit Cards
6. Facility of Bulk e-mail & SMS
7. To provide Mock Test Link for practice by the candidates at-least 15 days prior to the date of examination.
8. Dispatch of e-Admit Cards through E-Mail and SMS alerts.
9. Setting-up of Help Desk (9 Hours x 7 Days a week). The Help Desk facility to be provided at service provider's location through a dedicated Toll-Free Number and e-mail.
10. Booking of exam centres (after approval of NITI Aayog), deployment of invigilation staff and conduct of CBT examination. No exam to be scheduled/ conducted in the exam centre other than NITI Aayog test on the day of exam.
11. The Selected Bidder shall provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256 bit AES encryption along with proper training for the usage of the software.
12. Creation of question papers, moderation, translation and encryption.
13. The question paper of every candidate should have randomized questions and MCQ responses on the consoles at various test centres. The test engine should have capability to allow/disallow the revisiting of questions as per the requirement of end client.
14. Decryption of the question papers at the specified time.
15. Setting up of command centre/control centre at NITI Aayog for real-time monitoring of CBT exam.
 - a. The service provider must provide an automated DASHBOARD in the NITI Aayog. Service provider shall provide the required hardware, peripherals including Software.
 - b. A National Level Status indicator will be made available at the NITI Aayog which will display the status of Examinations at Pan-India Level and at Regional/City/Venue level.
 - c. Live feeds of CCTV surveillance data (on demand) as prescribed by NITI Aayog should be available on Graphical User Interface drilling down to the venue level.
 - d. Dashboards must be REALTIME to the extent possible.

- e. Information that cannot be shown Real-time should be available on “Near-Realtime” mode.
- f. Other information, as desired by the NITI Aayog shall be made available as downloadable reports for end of Shift, end of Day and end of complete examination.
- g. Apart from a Desktop based dashboard, the NITI Aayog will be provided with an LCD-wide-screen (40”) dashboard
- h. The dashboard will contain the following aspects:
 - i. Attendance at each venue (no. of candidates appearing for exam)
 - j. Check-list of facilities at each venue must be made available
 - k. Except for the candidates examination data, all major aspects of venue will be available on this dashboard
 - l. Status of start & end of Examination
 - m. Status of capturing of Biometric details
 - n. Status of download of question paper from Data Centre to Venue Server
 - o. No. of live nodes
 - p. Status of any node getting affected
 - q. Status of transfer of exam data to central system
 - r. Status of sealing of venues
- 16. Conduct of computer-based test ensuring physical security, data security, web-surveillance, CCTV surveillance and biometric registration and verification (both for candidates and invigilators).
- 17. Processing of candidate’s online representation for MCQ question/ answer option after exam.
- 18. Audit Trail of the entire CBT and result preparation activities.
- 19. MIS/ customized report generation/analytics
- 20. Complaint Management for queries received from candidates and end client.
- 21. Profile of Question Paper (QP) Setters (Academic Qualification & Work Experience without identifiable details).
- 22. Soft Copy of Candidates Data, Centre Master details having Centre No. and Centre Details.
- 23. Report on adverse occurrences including malpractices.
- 24. Submission of candidate’s raw response after the examination, audit trail, CCTV footage, attendance sheets and biometric data.
- 25. Preparation of Final Merit List in specified format as laid down by end client.
- 26. Submission of invigilators database to NITI Aayog.
- 27. Submission of city wise availability of nodes on Pan India basis every fortnight to NITI Aayog.

7.1 Pre-Examination Phase:The selected bidder is expected to design the examination plan and examination and get the same confirmed by NITI Aayog for each project as per template agreed. Broadly, the requirements will be as follows:

7.1.1. Design of application portal and candidate handling process:

- a) Approved Process document for execution of entire project requirement etc (Project Plan, Deployment of Project Team at NITI Aayog office (5-8 members). The CV of the project team shall be got approved in advance from NITI Aayog.
- b) Design, development and testing of software portal for registration of online applications, integration of payment gateway and testing
- c) Go-Live of application registration portal

- d) Handling candidates queries through help desk (Toll free number and e-mail)
- e) Reconciliation and finalization of eligible candidate data
- f) Mapping of candidates details with Exam Centres
- g) Validation and verification of identity
- h) Attendance and biometric (photograph and thumb impression) handling Machine/seat allocation, invigilator allocation randomly and handling of security parameters

7.1.2. Complete Security management processes:

- a) Physical Security
- b) Information Security
- c) Server Security
- d) Network Security

7.1.3 Any other processes related to conduct of examination including mock dry run for the CBT examination at centres specified by NITI Aayog.

7.1.4 The selected bidder shall prepare and provide Standard Operating Procedure (SOP) and documentary manuals for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.

7.1.5 The selected bidder shall provide specifications for Hardware and Software required at all stages of the examination at:

- a) Exam centres
- b) Devices and systems to be used for authentication and
- c) Audit trail mechanisms required for Exam.

7.1.6 The selected bidder shall provide consulting, training and manpower support to handle the entire Examination. The required hardware, software, networking shall be installed by the bidder on lease/rent basis, whose cost would be covered under the financial bid.

7.1.7 The selected bidder, as per the requirements and directives from NITI Aayog, shall set-up systems at the required exam centres in India and ensuring that at least 10% of the systems are available as backup per shift.

7.1.8 The selected bidder shall ensure that all exam centres have the prescribed hardware, software, and LAN connectivity for conducting examination.

7.1.9 The selected bidder shall ensure that UPS, Generator and Air conditioners facilities are available and functional at each exam centre in each lab for un-interrupted power supply with adequate back-up. Besides the selected bidder shall also ensure that mobile generators are also available as a back-up to meet out any eventuality.

7.1.10 The selected bidder shall ensure proper ventilation and appropriate cooling system in examination rooms/halls and each examination rooms/ halls are well lighted for reading and writing.

7.1.11 The selected bidder shall carry periodic audit at Exam Centres for

- a) Hardware, Operating System, Processor Speed, RAM, Network and Key Boards etc.
- b) Software - Screen resolution and LAN connectivity, Browser.
- c) Working condition of UPS, generator and Air conditioners.

7.1.12 The selected bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both males and females at each examination centre.

7.1.13 The selected bidder shall host and manage the examination process through intranet-based solution at Exam Centres.

- 7.1.14 The selected bidder shall securely install and implement Question Papers (in English and Hindi or any other regional language as applicable) for “Computer Based Test (CBT)-Examination”.
- 7.1.15 The selected bidder shall generate the e-admit cards based on the logic approval of NITI Aayog.
- 7.1.16 The selected bidder shall ensure checking of original Identification proof and admit card of the candidates at the main gate of the examination centre.
- 7.1.17 Individual password shall be given to each candidate by the selected bidder at the examination centre prior to start of actual examination.
- 7.1.18 The selected bidder shall ensure that the candidate’s passport size photograph is printed and Signature of the candidate is taken on the specific space in the attendance sheet and verification of the signature and photograph in attendance sheet is done vis-à-vis the signature and photograph in the admit card.
- 7.1.19 The selected bidder shall ensure complete biometric registration and verification process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage shall be used later for authentication purposes. The selected bidder shall also provide biometric verification at the completion of examination. Centre wise mismatch report if any shall be provided.
- 7.1.20 The selected bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at exam centres.
- 7.1.21 The selected bidder shall ensure availability of proper security, hand-pat frisking at the examination centres. The selected bidder should also have capability to provide frisking through Hand Held Metal Detector (HHMD) at the examination centres whenever asked for.
- 7.1.22 Frisking facilities for Female candidates: Only Female staff will frisk the female candidates; however, female frisking process should be conducted in a three-side covered enclosure.
- 7.1.23 All pre-examination phase processes shall be carried out by the selected bidder in consultation with NITI Aayog.
- 7.1.24 **Test Centers:** The selected bidder shall provide a list of examination centres to NITI Aayog prior to the issue of admit cards for respective examination. The Test Centres should have the following:
- a) The Test Centres location should be easily accessible through public transport like air, rail, bus, metro, auto etc.
 - b) The examination centres should have all necessary amenities/facilities for PWD Candidates including wheel chair, ramp, toilet, etc.
 - c) The selected bidder shall ensure that all fire safety requirements are made available at the examination centres.
 - d) The selected bidder shall also ensure that they have all statutory clearances at the examination centres for deployment of jammers.
 - e) The Test Centres should have separate Entry & Exit Gates with signages so that smooth entry and exit to/ from the Examination Centres is ensured for conduct of Examination.
 - f) All the Centres should be thoroughly verified by the selected bidder before scheduling of any NITI Aayog’s examination.
 - g) NITI Aayog reserves the right to blacklist any of the centre(s).
 - h) Any centre previously blacklisted by any of Department/Ministry of Central/State Government/PSU should not be offered to NITI Aayog without an explicit approval.
 - i) All the test centres should be audited by the internal experts of the Bidder Company.

- j) The selected bidder shall also ensure that at no point of time they conduct any test in those centres which are blacklisted in other examinations or by any Govt. Bodies/Agency.
- k) The selected bidder shall not deny/restrict NITI Aayog or it's subordinate office with identification document from doing audit/inspection of examination centres with prior notice.
- l) In case any examination centre is damaged causing operational break-down/fire/water logging, etc, the selected bidder should have buffer provision for another examination centre including transportation in the same city within the municipal limit so as to shift the candidates and conduct the Examination.

7.2 Examination Delivery Phase:The selected bidder shall deploy adequately pre-screened and trained manpower and ensure required hardware and software for smooth conduct of examination at each Exam centre in consultation with NITI Aayog.The selected bidder shall make necessary arrangements for following at each exam centre:

7.2.1. Minimum number of personnel to be deployed:

Exam Centre Administrator/ Centre Superintendent	One (Regular Employee of the Service Provider)
IT Manager	One per 250 nodes (minimum 1 in a centre) [Regular Employee of the Service Provider]
Invigilators	Two per 30 nodes (minimum 2 in a room)
Support Staff	Minimum One per 100 candidates (Suitability need to be justified with Centres) and locations
Security Guards	Minimum One per 100 candidates (Suitability need to be justified with Centres. Male & Female Security Guards must be deployed as per the requirement)
MTS	Minimum Two per 100 candidates

The above staff should be increased proportionately on the basis of size of the centre in terms of nodes for exam. In addition, service provider should provide a pre-screened and trained City Head for each of the cities of examination.

The staff provided at the Test Centre for conduct of examination should be from among the round the year engaged staff of the selected bidder and as well as of the Test Centre. Centre Superintendent, and Invigilators must be teachers/staffs of a recognized college/ school/Institution. The selected bidder should ensure biometric identification of invigilators. The invigilators should be deployed for the examination along with Lanyard ID card.

The service provider is required to check the antecedents of each and every personnel deployed by them at the test centre (s) [i.e. Exam Centre Administrator/Centre Superintendent, IT Manager, Invigilators, Support Staffs, Security Guards, MTS, etc]. The antecedents of all these personnel are to be verified before their deployment in the examination centres. The service provider shall submit a complete process of selection of Invigilators and other staffs to NITI Aayog. NITI Aayog reserves its right to collect and verify the details (Identity) of Invigilators and staff deployed at various exam centre(s).

7.2.2. Minimum Pre-requisites for Test Terminals:

Screen Resolution	1024 X 768
Screen Size	15 inch or above monitor
Operating System	Windows 10 with appropriate Service Pack/Linux
Browser	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

7.2.3. Minimum Exam Centre Server Pre-requisites:

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 400 machines/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.

7.2.4 The Examination shall be computer based with bilingual questions & MCQ responses (both in English and Hindi or any other language as applicable) being provided onscreen on a random basis, without any manual intervention.

7.2.5 The selected bidder should be able to conduct examination with question paper prepared from question bank. In case of reliance on the question bank process of creation of question, the method of randomness of selection of question may be pre-verified by NITI Aayog.

7.2.6 The Examination Software should have the technical capability to restrict re-visiting of questions, if required.

7.2.7 In case of emergency, the selected bidder should have competence of creating question paper for a repeat/cancelled/deferred examination ready with buffer question paper within a period of 21 days.

7.2.8 Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.

7.2.9 Computer based exam software should support standard features such as display of details of candidates, detailed instruction regarding login, start and closure of examination at scheduled time, virtual numeric scientific keypad, time left, flag questions for review, marking/unmarking of question, display of status of questions with different colour and symbols, switching between sections, switching between Hindi and English languages or any other language as applicable, provision for enlargement of font, negative marking, automatic

calculation of test score, navigation to unanswered questions, auto save and prompt for submission.

- 7.2.10 Arrangement of scribe for and other amenities for Divyang candidates as per GOI Norms.
- 7.2.11 The selected bidder shall complete biometric registration process of the candidates before start of examination (digital photo and biometric fingerprint) and after that allow candidates to appear for test at Examination Centres. Similarly, biometric verification will be done after completion of examination.
- 7.2.12 The selected bidder shall arrange/provide adequate displays and required instructions/information to the candidates appearing for test at Examination Centres.
- 7.2.13 While the examination will be conducted on local LAN, data of test progress should be transferred to central server every 10 minutes (or as specified by NITI Aayog) for monitoring purposes. The selected bidder should provide reports to NITI Aayog to view the test progress at all the Centres during the examination.
- 7.2.14 The selected bidder should have technology competence to rule out unauthorized access to LAN either physically or remotely.
- 7.2.15 The service provider would arrange for the necessary servers to conduct the examination at each test centre. One main server and one backup server will be available for every 250 candidates at a test centre.
- 7.2.16 The service provider must have the requisite MOU's with the colleges/test centre(s) and who would arrange for the client systems necessary for the conduct of examination at each test centre. There should be at least 10% reserve pool of client systems of the total number of registered candidates in a session at each test centre.
- 7.2.17 There must be adequate spacing between two adjacent seats. Service provider should arrange for partition of appropriate size between adjacent seats.
- 7.2.18 At the test centre, main server, backup server and client systems would be provided with functional UPS with generator backup. Uninterrupted power supply should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.
- 7.2.19 The selected bidder shall maintain audit trails of all activities of the candidate (click by click) during the course of the examination.
- 7.2.20 The selected bidder shall obtain candidate's feedback through online Feed Back Form, after the examination is over.
- 7.2.21 The selected bidder shall provide rough paper sheet/s to the candidates as per requirement.
- 7.2.22 The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in NITI Aayog. The data should be real time generated from each Exam Centre during the examination.
- 7.2.23 At the end of the exam, transfer/export of candidate response and audit trails shall be done by the selected bidder on secured channel from local server to Central server of the selected bidder within 4 hours from each exam centre. Other data such as attendance sheet, fingerprint, photograph, seating plan, CCTV recording, application PDF etc. (if any) should be sent to NITI Aayog within 7-10 days of conclusion of the examination.

7.3 Post Examination Phase:

- 7.3.1 A detailed process document with respect to preparation of results will be prepared by the service provider and handed over to the authorized representative of NITI Aayog for approval.
- 7.3.2 The selected bidder shall calculate marks obtained by each candidate as per the requirement and marking scheme to be provided by NITI Aayog. The service provider shall also be required to make score cards of the candidates to be hosted online for candidate's

access as per end client requirement. The final merit list shall be submitted by the service provider in digitally signed & non-editable format to NITI Aayog.

- 7.3.3 The candidate's responses, biometric, photograph, audit trails, should be uploaded automatically from the local server to the selected bidder's data centre in a secured manner. Labelled CCTV footage should be handed over to NITI Aayog within a period of 7-10 days after conduct of examination. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam centre server.
- 7.3.4 The selected bidder should be able to handover the raw responses/data to NITI Aayog immediately (same day) after the candidate's response uploaded from local exam server. The software should have capability to take the answer key post examination. The data also needs to be uploaded to a server at the Master Control Facility of service provider. After confirmation of proper transfer of data to the server, the Test Administrators of service provider in presence of NITI Aayog representatives should demonstrate complete automatic deletion of the responses and audit trails in hard disc of the main and backup server.
- 7.3.5 The selected bidder should be able to provide link to each candidate its own response after the examinations in order to raise any objection/queries with respect to questions, candidate's response and answer key (s).
- 7.3.6 The selected bidder shall provide biometric data (on the day of examination) of all the candidates captured during examination, in the desired format, for verification purposes during subsequent stages of the admission/recruitment process.
- 7.3.7 The selected bidder shall provide Post Examination Analytics Report in the following manner:
 - a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as per requirements of NITI Aayog.
 - b) Candidate (s) performance Analysis (Post wise, Shift wise, Centre wise, area wise, discipline wise, gender wise, etc.);
 - c) Psychometric Analysis of Question Papers.
 - d) Analyse audit logs and provide summary of audit logs like number of clicks, time log, MAC, IP address etc.
 - e) To provide audit trail & related report of result preparation in order to ensure that there is no tempering taken place during result preparation.
 - f) To provide forensic analysis report regarding proxy candidates, unfair means report etc.
 - g) Any other reports by analyzing the data stored, whenever required by NITI Aayog.

Note:

- i. The selected bidder will have to carry/demonstrate complete System Test Run (STR) with test data to NITI Aayog before implementation of the software. The selected bidder should also be able to demonstrate click by click audit trail for any type of enquiry.
- ii. 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.
- iii. **Test Data Archiving:** The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of NITI Aayog.
- iv. **MIS generation/ customized reports:** The selected bidder shall provide adequate information as per the requirement of NITI Aayog within maximum period of 5 working days from the date of request.

8. **Video Interviews** – to assist the NITI Aayog in scheduling video interviews for the candidates if required.
9. **Display result** – Display the list of candidates shortlisted for interviews and selected candidates at the portal.
10. **Offer letter** – Issuance of offer letter to selected candidates and track joining through the system.
11. **Data security, maintaining absolute privacy and integrity** – The selected bidder will be responsible for providing secure systems. The selected bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices. The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti- spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to. The selected bidder shall be responsible for maintaining absolute privacy and integrity. At the end of each recruitment process the selected bidder has to supply the complete data in DVD/Media to NITI Aayog within 3 days in excel/pdf format or provide utility to read it .
12. The selected bidder shall provide documented inputs and support for handling
 - a. Candidates queries
 - b. Press queries
 - c. RTI queries
 - d. Court Cases
 - e. Any other Enquiry
13. **Project Execution timelines:** The proposed indicative timelines of various activities for execution of end to end recruitment process is indicated below:

a) Screening based Recruitment

Sl.	Activity	Tentative Time (in days)
1.	Handing over of final recruitment notice, detailed requirement document and job description.	Day -1
2.	(i) Design, Development & testing of software portal for registration of on-line applications, integration of payment gateway and testing. (ii) Go-Live of application registration portal. (iii) Resumption of help desk service.	By 16 th day
3.	Design, Development & testing of software for screening of application as per parameter set by NITI Aayog.	By 31 th day
4.	Submission of screening report/merit list to NITI Aayog after last date of receipt of applications (assuming 30 days given for making the applications)	By 46 th day
5.	Provision of downloadable Interview Call letter (e-mail,SMS alert)and hosting the link on the website	By 53 rd day

6.	Interview by NITI Aayog	By 75 th day
7.	Issuance of appointment letter	By 90 th day
	Total (in days)	90

b) Computer Based Test - Recruitment

Sl.	Activity	Tentative Time (in days)
1.	Handing over of final recruitment notice, detailed requirement document, job description and syllabus	02
2.	Design, Development & testing of software portal for registration of on-line applications, integration of payment gateway and testing.	15
3.	(i) Go-Live of application registration portal. (ii) Resumption of help desk service. (iii) Setting up, moderation and translation of question papers. (iv) Identification and booking of computer-based test centres.	30
4.	Finalization of data and generation of Roll numbers of candidates.	07
5.	Provision of downloadable Admit Card (e-mail,SMS alert)and hosting the admit card link on the website	30
6.	Conduct of computer-based test (Duration of exam may vary from single-multiple days and single-multiple sessions as per the requirement).	01
7.	Inviting online representations from candidates related to questions and answers keys post examination.	05
8.	Review of online representations received from candidates.	20
9.	Preparation and submission of final merit list.	10
	Total (in days)	120

14. Penalty –

Sl No	Description	% of penalty
1.	Time overrun beyond the timelines indicated against each deliverable in project execution timeline at Sl No 13 (a) and (b) above.	0.5% per day of delay of respective recruitment process value
2.	Wrong question/ answer options	Rs. 20,000 per error
3.	Out of syllabus	Rs. 50,000 per question
4.	Repeat of questions more than 1% (in case of multiple shift)	Rs. 25,000 per question
5.	Upload of wrong question paper	25% of the exam value plus reexam at the cost of service provider

6.	Upload of wrong answer key	Rs. 25,000 per key
7.	Examination delayed beyond 30 mins at any centre	Rs. 1,000 per candidate for delayed number of candidates
8.	Examination delayed for more than 01 hour at any centre Rs	Rs. 5,000 per candidate for delayed number of candidates
9.	Non-availability of 10% buffer system	Rs. 5,000 per unavailable buffer node
10.	CCTV surveillance failure	Rs. 5,000 per non-functional CCTV camera Non
11.	Non-functional DG set/UPS	Rs. 50,000 per centre
12.	Non-availability of invigilators as per defined standards	Rs. 5,000 per invigilator
13.	If any exam could not be conducted on account of any non-performance of service provider or due to lack of service provision/delivery as per the scope of services in RFP	100% of the respective recruitment process value with liquidated damage will be recovered and No payment for such exam will be made to service provider with any other legal action being reserved.
14.	If the service provider is unable to provide time slot for conduct of the examination beyond 2 months from the date of issue of order	01% of the Project Cost per week of delay

14.1 The above penalty would be levied only on account of delay/ non-performance attributed to vendor.

14.2 NITIAayog's decision on the penalty would be final.

14.3 Additionally, in case of default noted which is deemed to be of more serious nature compromising on the integrity of the exam, NITI Aayog reserves the right to recover any cost of damage as is imposed on NITI Aayog and additionally also recover cost of loss of brand while reserving its right to claim any legal damage as deemed fit.

14.4 If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for NITI Aayog to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.

15. Time Frame: The selected bidder would be required to make the system up and operational within a period of 30 days from the date of signing of Contract.

(Terms of Payment to the Selected Agency will be as given in Clause 3.5 of the work order)

Section 6: Standard Form of Work Order

STANDARD FORM OF WORK ORDER

FOR APPOINTMENT OF
Support Agency for recruitment for NITI AAYOG

Between

[NITI Aayog]

&

[Name of Support Agency for recruitment for NITI Aayog]

[Date]

Form of Work Order

Work order to undertake [name of assignment]

_____, hereinafter referred to as the
—NITI Aayog which expression unless repugnant to context or meaning thereof shall include its successors, affiliates and assigns) has:

- a) Requested the Support Agency for recruitment to provide certain services as defined in this work order (hereinafter called the —Services); and
- b) Support Agency for recruitment having represented to the NITI Aayog that they have the required professional skills, personnel and technical resources, have agreed to provide the services on the terms and conditions set forth in this assignment.

NOW THEREFORE the NITI Aayog hereto hereby agrees as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this work order:

Appendix A: Terms of reference containing, inter-alia, the Description of the Services and reporting requirements,

Appendix B: Cost Estimate

Appendix C: Copy of Bank Guarantee for Performance Security [in the format given in Annexure A]

2. The mutual rights and obligations of the NITI Aayog and the Support Agency for recruitment shall be as set forth in the work order; in particular:
 - a) Support Agency for recruitment shall carry out the Services in accordance with the provisions of the work order; and
 - b) NITI Aayog will make payments to the Support Agency for recruitment in accordance with the provisions of the work order.

3. **Commencement, completion, modification and termination of work order**

- 3.1.1 Effectiveness of work order: This Work order shall come into effect on the date the work order is assented to by the Support Agency for recruitment or such other date as may be stated.
- 3.1.2 Commencement of Services: Support Agency for recruitment shall commence the Services from any date notified by the NITI Aayog.

3.1.3 Expiration of work order: Unless terminated earlier pursuant to relevant clauses in this work order hereof, this work order shall expire when Services have been completed and all payments have been made at the end of such time period after the Effective Date.

3.1.4 Modification: Modification of the terms and conditions of this work order, including any modification of the scope of the Services or of the work order Price, may only be made by written agreement between the Parties.

3.1.5 Force Majeure

Neither party will be liable in respect of failure to fulfill its obligations, if the said failure is entirely due to Acts of God, Governmental restrictions or instructions, natural calamities or catastrophe, epidemics or disturbances in the country. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

A Party affected by an event of Force Majeure shall immediately notify the other Party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

3.1.5.1 No Breach of Work order: The failure of a party to fulfill any of its obligations under the Work order shall not be considered to be a breach of, or default under this Work order insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- a) has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Work order, and
- b) has informed the other party as soon as possible about the occurrence of such an event.
- c) the dates of commencement and estimated cessation of such event of Force Majeure; and
- d) the manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Work order.

3.1.5.2 Neither Party shall be able to suspend nor excuse the non- performance of its obligations hereunder unless such Party has given the notice specified above.

3.1.6 Extension of Time: Any period within which a Party shall, pursuant to this Work order, 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.

3.1.7 Payments: During the period of their inability to perform the Services as a result of an event of Force Majeure, Support Agency for recruitment shall be entitled to continue to be paid under the terms of this Work order, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the services and in reactivating the services after the end of such period.

3.2 Termination

3.2.1 By the NITI Aayog: The NITI Aayog may terminate this Work order, written notice of termination to the Support Agency for recruitment, to be given after the occurrence of any of the events specified in this clause:

- a) if the Support Agency for recruitment do not remedy a failure in the performance of their obligations under the Work order, within a period of fifteen (15) days, after being notified or within such further period as the NITI Aayog may have subsequently approved in writing;
- b) within fifteen (15) days, if the Support Agency for recruitment become insolvent or bankrupt;
- c) if, as the result of Force Majeure, Support Agency for recruitment are unable to perform a material portion of the Services for a period of not less than fifteen (15) days;
- d) within fifteen (15) days, if the Support Agency for recruitment fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant clauses hereof;
- e) within seven (7) days, if the Support Agency for recruitment submits to the NITI Aayog a false statement which has a material effect on the rights, obligations or interests of the NITI Aayog. If the Support Agency for recruitment places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the NITI Aayog;
- f) within seven (7) days, if the Support Agency for recruitment, in the judgment of the NITI Aayog has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Work order;
- g) if the NITI Aayog, in its sole discretion and for any reason whatsoever, within a period of fifteen (15) days' decides to terminate this Work order.

3.2.2 Payment upon termination: Upon termination of this Work order, the NITI Aayog will make the following payments to the Consultants:

- a) Remuneration pursuant to relevant clauses for Services satisfactorily performed prior to the effective date of termination;

- b) If the Work order is terminated pursuant to Clause 3.3.1a), b), d), e) or f), the Support Agency for recruitment shall not be entitled to receive any agreed payments upon termination of the Work order. However, the NITI Aayog may consider making payment for the part satisfactorily performed on the basis of the quantum merit as assessed by it, in its sole discretion, if such part is of economic utility to the NITI Aayog. Under such circumstances, upon termination, the NITI Aayog may also impose liquidated damages as per the provisions of relevant clauses of this Work order. The Support Agency for recruitment will be required to pay any such liquidated damages to NITI Aayog within 30 days of termination date.

3.2.3 Disputes about Events of Termination: If either Party disputes Termination of the work order under relevant clauses hereof, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration under relevant clauses hereof, and this Work order shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.3 Obligations of the Support Agency for recruitment

3.3.1 General: The Support Agency for recruitment shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and employ appropriate advanced technology and safe methods. The Support Agency for recruitment shall always act, in respect of any matter relating to this Work order or to the Services, as faithful advisers to the NITI Aayog, and shall at all times support and safeguard the NITI Aayog's legitimate interests in any dealings with Sub-consultants or third parties.

3.3.2 Conflict of interest:

3.3.2.1 Prohibition of Conflicting Activities: Neither the Support Agency for recruitment nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Work order, any business or professional activities which would conflict with the activities assigned to them under this Work order; and
- b) after the termination of this work order, such other activities as may be specified.

3.3.3 Confidentiality: The Support Agency for recruitment, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Work order, disclose any proprietary or confidential information relating to the Project, the Services, this Contact or the NITI Aayog's business or operations without the prior written consent of the NITI Aayog.

3.3.4 Documents Prepared by the Support Agency for recruitment to be the Property of the NITI Aayog: All designs, reports, other documents and software submitted by the Support Agency

for recruitment pursuant to this work order shall become and remain the property of the NITI Aayog, and the Support Agency for recruitment shall, not later than upon termination or expiration of this Work order, deliver all such documents and software to the NITI Aayog, together with a detailed inventory thereof. The Support Agency for recruitment may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the Service Contract.

3.3.5 Liability of the Support Agency for recruitment: Subject to additional provisions, if any, in this work order the Support Agency for recruitment Agency's liability under this Work order shall be as provided by the Applicable Law.

3.3.6 Professional Liability Insurance: Support Agency for recruitment will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Support Agency for recruitment Agency's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Support Agency for recruitment hereunder or (ii) the proceeds, Support Agency for recruitment may be entitled to receive from any insurance maintained by the Support Agency for recruitment to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

3.4 Obligations of the NITI Aayog

3.4.1 Assistance and Exemptions: the NITI Aayog will use its best efforts to ensure that the Government will provide the Support Agency for recruitment with work permits and such other documents as necessary to enable the Support Agency for recruitment to perform the Services:

3.4.2 Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

3.5 Payment –

3.5.1 Advance Payments to the Support Agency for recruitment will not be considered.

3.5.2 The Agency will submit pre-receipted invoices in triplicate, complete in all respects, after completion of each recruitment process, for necessary settlement. The invoices should be submitted along with complete details of the work undertaken, supporting documents and bills as well as technical certificate for completion of the assignment/activity for which the bills are submitted. Payments are to be made within 30 days after delivery subject to such technical acceptance.

3.5.3 The payment will be made after completion of recruitment process as specified in Form 4 B (Summary of Costs). Amount of penalty if any shall be deducted from the billing amount at the time of payment.

3.5.4 The GST shall be paid as applicable.

3.5.5 For facilitating Electronic transfer for funds the selected agency will be required to

indicate the name of the Bank and Branch, account number (i.e. bank names, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected agency.

3.5.6 Currency: The price is payable in local currency i.e. Indian Rupees.

3.5.7 Payment for Additional Services: For the purpose of determining the remuneration due for additional services as may be agreed under relevant clauses for modification in this work order.

3.6 Settlement of disputes

3.6.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Work order or its interpretation.

3.6.2 Disputes Settlement: Any dispute between the Parties as to matters arising out of and relating to this Work order that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provision specified in the Service Contract.

3.7 Responsibility for accuracy of project documents

3.7.1 General

3.7.1.1 The Support Agency for recruitment shall be responsible for accuracy of the estimate and all other details prepared by him as part of these services. He shall indemnify the NITI Aayog against any inaccuracy in the work, which might surface during implementation of the project.

3.8 Liquidated damages

3.8.1.1 If the selected Consultant fails to complete the Assignment, within the period specified under the work order, or in case of underperformance and undue delays in performance by the agency, the Performance Guarantee is liable to be forfeited in full or part besides other action, including blacklisting of the agency, as may be deemed fit by NITI Aayog.

4. Miscellaneous

4.1 Assignment and Charges

4.1.1 The Work order shall not be assigned by the Support Agency for recruitment save and except with prior consent in writing of the NITI Aayog, which the NITI Aayog will be entitled to decline without assigning any reason whatsoever.

4.1.2 The NITI Aayog is entitled to assign any rights, interests and obligations under this Work order to third parties.

4.1.3 Indemnity:

4.1.3.1 The Support Agency for recruitment agrees to indemnify and hold harmless the NITI Aayog from and against any and all claims, actions, proceedings, lawsuits, demands, losses, liabilities, damages, fines or expenses (including interest, penalties, attorneys' fees and other costs of defence or investigation (i) related to or arising out of, whether directly or indirectly, (a) the breach by the Support Agency for recruitment of any obligations specified in relevant clauses hereof; (b) the alleged negligent, reckless or otherwise wrongful act by the Support Agency for recruitment or the omission including professional negligence or misconduct of any nature whatsoever in relation to Services rendered to the NITI Aayog; (c) any Services related to or rendered pursuant to the Work order (collectively —Indemnified matter)). As soon as reasonably practicable after the receipt by the NITI Aayog of a notice of the commencement of any action by a third party, the NITI Aayog will notify the Support Agency for recruitment of the commencement thereof; provided, however, that the omission so to notify shall not relieve the Support Agency for recruitment from any liability which it may have to the NITI Aayog or the third party. The obligations to indemnify and hold harmless, or to contribute, with respect to losses, claims, actions, damages and liabilities relating to the Indemnified Matter shall survive until all claims for indemnification and/or contribution asserted shall survive and until their final resolution thereof. The foregoing provisions are in addition to any rights which the NITI Aayog may have at common law, in equity or otherwise.

4.1.3.2 The Support Agency for recruitment shall at all times indemnify and keep indemnified NITI Aayog against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its Support Agency for recruitment employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Support Agency for recruitment

4.1.3.3 The Support Agency for recruitment shall at all times indemnify and keep indemnified NITI Aayog against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Support Agency for recruitment, in respect of wages, salaries, remuneration, compensation or the like.

4.1.3.4 All claims regarding indemnity shall survive the termination or expiry of the Work Order.

4.1.4 Notices: Unless otherwise stated, notices to be given under the Work order including but not limited to a notice of waiver of any term, breach of any term of the Work order and termination of the Work order, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses specified in the Service Contract. The

notices shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

4.1.5 Severability: If for any reason whatever any provision of the Work order is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under the Work order or otherwise.

4.1.6 Professional Liability Insurance: Support Agency for recruitment will maintain at its expense, Professional Liability Insurance including coverage for errors and omissions caused by Support Agency for recruitment's negligence, breach in the performance of its duties under this Work order from an Insurance Company permitted to offer such policies in India, for a period of one year beyond completion of Services commencing from the Effective Date, (i) For an amount not exceeding total payments for Professional Fees made or expected to be made to the Support Agency for recruitment hereunder or (ii) the proceeds, the Support Agency for recruitment may be entitled to receive from any insurance maintained by the Support Agency for recruitment to cover such a liability, whichever of (i) or (ii) is higher with a minimum coverage of [insert amount and currency].

4.1.7 Performance security

4.1.7.1 The support agency for recruitment shall prior to the Effective Date and as a condition precedent to its entitlement to payment under this Work order, provide to the NITI Aayog a legal, valid and enforceable Performance Security in the form of an unconditional and irrevocable bank guarantee as security for the performance by the support agency for recruitment of its obligations under this Work order, in the form set out in this work order, in an amount equal 10 (ten) percent of the total cost of Financial Proposal under this Assignment. Further, in the event the term of this Work order is extended, the support agency for recruitment shall at least fifteen (15) days prior to the commencement of every Subsequent Year or at least thirty (30) days prior to the date of expiry of the then existing bank guarantee, whichever is earlier, provide an unconditional and irrevocable bank guarantee as Performance Security for an amount equivalent to **10(ten) percent** of the total cost of Financial Proposal under this Assignment.

4.1.7.2 The Performance Security shall be obtained from a scheduled commercial Indian bank, in compliance with Applicable Laws (including, in case the Consultant is a non-resident, in compliance with applicable foreign exchange laws and regulations). {In the event the support agency for recruitment is a joint venture consortium, the Performance Security

may be provided by any Member; provided that such Performance Security shall mention the details of this Work order and the other Members.

4.1.7.3 The Performance Security shall be extended accordingly such that the Performance Security remains valid until the expiry of a period of 60 (Sixty) Days from the date of completion of the assignment. If the NITI Aayog shall not have received an extended/ replacement Performance Security in accordance with this clause at least thirty (30) days prior to the date of expiry of the then existing Performance Security, the NITI Aayog shall be entitled to draw the full amount of the bank guarantee then available for drawing and retain the same by way of security for the performance by the Support Agency for recruitment of its obligations under this Work order until such time as the NITI Aayog shall receive such an extended/ replacement Performance Security whereupon, subject to the terms of this Work order, the NITI Aayog will refund to Support Agency for recruitment the full amount of the bank guarantee, unless the NITI Aayog has drawn upon the Performance Security in accordance with the provisions of this Work order, in which case only the balance amount remaining will be returned to the Support Agency for recruitment; provided that the NITI Aayog will not be liable to pay any interest on such balance. The NITI Aayog will return the bank guarantee provided as Performance Security to the issuer thereof for cancellation promptly upon receipt of any extension/ replacement thereof. Subject to satisfactory completion of all deliverables under this Work order, the Performance Security will, subject to any drawdowns by the NITI Aayog in accordance with the provisions hereof, be released by the NITI Aayog within a period of 60 (Sixty) Days from the date of completion of the services.

5 The NITI Aayog shall have the right to claim under the Performance Security and appropriate the proceeds if any of the following occur:

- a) the support agency for recruitment becomes liable to pay penalty;
- b) occurrence of any of the events listed in Clause 3.2 of the Work Order;
- c) any material breach of the terms hereof; and/or
- d) without prejudice to paragraph above, the support agency for recruitment fails to extend the validity of the Performance Security or provide a replacement Performance Security in accordance with the provisions of this Work order.

Annexure A: Form of Bank Guarantee for Performance Security

(To be stamped in accordance with Stamp Act if any, of the country for issuing bank)

Ref.: Bank Guarantee:

Date: Dear

Sir,

In consideration of NITI Aayog, Government of India (hereinafter referred as the - NITI Aayog, which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Support Agency for recruitment] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the - Support Agency for recruitment which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Work order by issue of NITI Aayog's Work order Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Support Agency for recruitment, resulting in a Work order valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the - Work order) and the Support Agency for recruitment having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the NITI Aayog for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address](hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the NITI Aayog immediately on demand an or, all monies payable by the Support Agency for recruitment to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/or without any reference to the Support Agency for recruitment. Any such demand made by the NITI Aayog on the Bank shall be conclusive and binding notwithstanding any difference between the NITI Aayog and the Support Agency for recruitment or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the NITI Aayog discharges this guarantee.

The NITI Aayog shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Work order by the Support Agency for recruitment nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the work order or other documents. The NITI Aayog shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the NITI Aayog and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Work order between the NITI Aayog and the Support Agency for recruitment any other course or remedy or security available to the NITI Aayog. The Bank shall not be relieved of its obligations under these presents by any exercise by the NITI Aayog of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NITI Aayog or any other indulgence shown by the NITI Aayog or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the NITI Aayog at its option shall be entitled to enforce this Guarantee

against the Bank as a principal debtor, in the first instance without proceeding against the Support Agency for recruitment and notwithstanding any security or other guarantee that the NITI Aayog may have in relation to the Support Agency for recruitment liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder. This Guarantee shall not be affected by any change in the constitution or winding up of the Support Agency for recruitment /the Bank or any absorption, merger or amalgamation of the Support Agency for recruitment /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Support Agency for recruitment] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in – yyyy’ format] at [place].

WITNESS

1. [signature, name and address]

2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The date will be fixed as indicated in S.C.C.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the - Bank Guarantee. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the NITI Aayog.