



भारतीय बीमा संस्थान
INSURANCE INSTITUTE OF INDIA

G Block, Plot No: C-46, Bandra-Kurla Complex, Beside Videsh Bhavan, Mumbai - 400 051
www.insuranceinstituteofindia.com Phone No.: 022-26544 200

REQUEST FOR PROPOSAL (RFP) FOR ONLINE EXAMINATION SERVICES

TENDER NO: OnlineExam2021

Date of Publishing Tender	: 27 th August 2021
Last Date of Tender submission	: 27 th September 2021
Tender form fees (Nonrefundable)	: NIL
Earnest Money Deposit	: Rs. 10,00,000/- (Rs. Ten Lakhs Only)
Last date for Queries	: 24 th September 2021
Technical bid Opening	: 28 th September 2021

Address for Communication and
Submission of Bids

: Secretary General
Insurance Institute of India,
"G" Block, Plot No C - 46,
Bandra-Kurla Complex,
Near American Consulate,
Mumbai 400051
E-mail: rfp@iii.org.in



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SECTION I

INSTRUCTIONS/GUIDELINES TO BIDDERS

The purpose of this RFP is to solicit proposals from qualified Successful bidders who have requisite expertise and infrastructure to conduct online examinations on behalf of III for its professional examinations. The complete set of bidding documents can be downloaded from III website.

The Tender offer should be submitted in one sealed envelope mentioning 'OFFER FOR PROVIDING ONLINE EXAMINATION SERVICES', which should in turn contain two sealed covers super scribed as Part I (Eligibility Bid, Technical bid, EMD) and Part II (Commercial bid).

Part I (Cover 'A') should contain Demand Draft/Bank Guarantee for **Rs. 20, 00,000/- (Rs. Twenty Lakhs Only)** as per clause 2.0 below along with the eligibility bid and technical bids, and **Part II (Cover 'B')** should Contain the commercial bid.

1.0) THE TENDER OFFER

1.1) The Tender Offer as indicated above should be addressed to the Secretary General, Insurance Institute of India, "G" Block, Plot No C - 46, Bandra Kurla Complex, Near American Consulate, Mumbai-400051 and should be submitted before 3.00 pm on 27th September 2021 if the last date for submission of tenders happens to be a holiday due to some unforeseen circumstances, then the tender can be submitted by 11 a.m. on the next working day.

1.2) Cover 'A' containing the eligibility and technical bids will be opened by the Committee constituted by III in the presence of those bidders who wish to remain present at 11.30 am on 28th September 2021 at the above address.

1.3) Cover 'B' containing commercial bids would be opened by the Committee constituted by III in the presence of short listed bidders who are present at the address given above. The time and date would be intimated to the shortlisted bidders. In case, the date happens to be a holiday, then the tenders would be opened on a subsequent date, which will be intimated.

1.4) For finalization of most competitive offer, III will conduct "Reverse Auction". The detailed procedure for reverse auction is given in Annexure- 14. The technically qualified bidders will participate in the reverse auction process. The bidders should furnish indicative prices for the project in their Commercial Bid. The lowest Indicative commercial offer (total cost) may be considered as the starting bid of the reverse auction and not for deciding the L1 status. III may also decide the starting bid for reverse auction. Bidders should note that the indicative commercial offer is considered for the purpose of conducting reverse auction process only. The L1 bidder will be decided only later on finalization of prices through reverse auction.

2.0) EARNEST MONEY DEPOSIT (E.M.D):

2.1) the intending bidders should submit Demand Draft for **Rs. 10,00,000/- (Rs. Ten Lakhs Only)**. **The date of draft should be after the date of publication of this RFP.**

2.2) The Demand draft/ Bank Guarantee shall be drawn in favor of "Insurance Institute of India" Payable at Mumbai.

2.3) In case of bidder submitting Bank Guarantee, it has to be valid for 1 year from the date of tender publication.

2.4) The EMD will not carry any interest.



2.5) The Bank Guarantee format is given in **Annexure – 15**.

3.0) FORFEITURE OF E.M.D:

The EMD made by the bidder will be forfeited if –

- 3.1) The successful bidder withdraws the tender after acceptance of his bid.
- 3.2) The successful bidder withdraws the tender after last date and time of bid submission.
- 3.3) The Successful bidder violates any of the provision of the accepted terms and conditions off this tender specification..

4.0) REFUND OF E.M.D:

4.0) EMD amount will be refunded to successful the bidder within 15 working days from the date of signing the contract and submission of performance bank guarantee (PBG). And for the rest of the bidders the EMD amount will be refunded within 15 working days after the date of issue of first purchase order.

5.0) THE INSTITUTE RESERVES THE RIGHT TO:

- 5.1) Revise the quantities (i.e. estimated number of candidates and total examination hours) at the time of placing the order.
- 5.2) Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary, prior to the date of online reverse auction.
- 5.3) Reject any or all the tenders without assigning any reason thereof.
- 5.4) Award contracts to one or more bidders for the item/s covered by this tender.

6.0) REJECTION OF TENDERS:

The tender is liable to be rejected **interalia** :

- 6.1) If it is not in conformity with the instructions mentioned herein,
- 6.2) If it is not accompanied by the requisite EMD,
- 6.3) If it is not properly signed by the bidder,
- 6.4) If it is received after the expiry of the due date and time for bid submission.
- 6.5) If it is evasive or incomplete including non-furnishing of the required documents.
- 6.6) If it is quoted for period less than the validity of tender.
- 6.7) If it is received from the bidder who is blacklisted / Debarred by any Central / State Government/ Universities / Educational Institution.
- 6.8) If it is received from the bidder who is contesting any kind of litigation in the court of law for unsatisfactory service or any other kind of deficiency in the services.
- 6.9) If the technical bid does not fulfill the requirement.



7.0) VALIDITY OF TENDERS

The tenders should be valid for acceptance for a period of at least 1 year from the date of tender publication. The offers with lesser validity period would be rejected.

8.0) SIGNING OF CONTRACT

The successful bidder shall sign and return the Contract (Annexure**13**) within 2 weeks from the date of letter to be issued by III, communicating acceptance of the 'Commercial Bid'..

9.0) PRICE

9.1) The bidders should quote only the base price in INR only. All applicable taxes will be paid as per actuals.

9.2) The prices will be valid for the period of five Years from the date of letter to be issued by III, communicating acceptance of 'Commercial Bid'.

10.0) PERFORMANCE GUARANTEE:

10.1) The successful bidder will have to furnish a 'Performance Guarantee' which should be not less than 5% of the value of the 'Contract' for proper fulfillment of the Contract in the form of a 'Bank Guarantee' from a nationalized/scheduled bank valid for 5 years and 6 months from the date of letter to be issued by III communicating awarding of the Contract. . This Bank Guarantee shall be released on completion of six months after the completion of Contract.

10.2) The 'Performance Guarantee' has to be submitted within 2 weeks from the date of letter to be issued by III, communicating acceptance of 'Commercial Bid'.

10.3) The 'Performance Guarantee' may be forfeited in the event of a breach of Contract by the Successful bidder.

11.0) FORMAT AND SIGNING OF BID

11.1) The bid shall be typed on 8.5" by 11" or A4 size paper in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract.

11.2) The person signing the bid shall sign all pages of the bid except brochures and product literature.

11.3) Any interlineations, erasures or overwriting shall be valid only if the person signing the bid countersigns them.

11.4) The bids should be serially numbered with index and spirally bound or fastened securely. The bids submitted in loose sheets may be rejected as non-compliant.

11.5) It may be noted that all the relevant documents including commercial bid document should be on the bidder's letter head only.

11.6) The technical details must be completely filled in correctly. The filling up of the information using terms such as "OK", "Accepted", "Noted", "As given in Brochure/Manual", "Negotiable", "to be discussed" is not acceptable. III may treat such offers as not adhering to tender guidelines and as unacceptable.



12.0) PROJECT SCHEDULE

12.1) Project should be scrupulously completed within the time schedule (within 30 days from the date of awarding o contract) or as per the instructions of III to be communicated from time-to-time.

12.2) III reserves the right to cancel the contract if the above schedules are not adhered to by the selecte d bidder and make an offer to the other bidders in the order of L2, L3,.. and so on provided they agree to match the price quoted by L1 bidder.

13.0) BACK GROUND:

III is a premier Institute in the domain of Insurance education and training in India and also in SAARC, Afro-Asian, Middle East and other parts of world. III is recognized by Insurance Regulatory and Development Authority of India as a sole examination body for various insurance intermediaries. III qualification i.e. Licentiate / Associateship and Fellowship is recognized by Government and Private Sector Insurance companies. Many reputed MBA Institutes and Colleges/Universities across India encourage their students to pursue III qualification.

At present III conducts online examinations every quarter in the months of March / June / September /December every year in about **171** centers in India. Approximately 40,000 subjects are enrolled for each examination cycle. III intended to explore online examination at more centres in India and about 16 overseas centers.

At present III conducts total four session in a year. In year 2020, Institute had tested 17,000 candidates and approximately 41,000 subjects in one quarter/cycle/session across 171 Indian and 11 overseas centres.

14.0) SCOPE OF WORK (SOW)

14.1) General

1.Successful bidder should have proven competency in terms of technology and infrastructure to conduct online examinations (Computer Based Testing & Remote Proctoring) for the candidates enrolled for various courses offered by III. The Successful bidder should be the OEM or be an authorized licensee for the application software to conduct online examinations. The Successful bidder should provide necessary proof to III. Detailed technical specification for online examination is given in annexure – 5.

2.The Successful bidder should have a direct or indirect control over the conduct of online examination at the centers either owned or hired by him them for the purpose of conducting examination. It would be the responsibility of Successful bidder to conduct online examination at the place and center strictly as per the guidelines of III. The facilities required at test centers are given in annexure -6

3. At present the online examination is being conducted every quarter. The frequency may vary depending on the requirements of III.

4. 'Question Bank' for subjects is available with III and the same shall be shared with the Successful bidder in .xls format. It would be the responsibility of Successful bidder to covert the 'Question Bank' in appropriate form so that same can be uploaded in the test engine of Successful bidder. Successful bidder should exercise due precaution to ensure that the access to the 'Question Bank' is granted only to the authorized person of Successful bidder. It would be responsibility of Successful bidder to ensure that "Question Bank" should be uploaded, stored in encrypted form and under any circumstance the contents of "Question Bank" should not be leaked to any third person or party. Successful bidder should also provide the facility to III to view the question bank for doing QC once uploaded before making it live to check for all in advert omissions and errors. In bilingual question papers English and Hindi both options must be visible to all candidates during the



examination.

Successful bidder shall also ensure that the stored “Question Bank” and other critical data related to examination is secured from any possible cyber-attack or hacking.

5.III shall share the centre wise details of the candidates who intend to appear for the Online Examination. It would be the responsibility of the Successful bidder to upload examination venue details on III web portal one day in advance before starting slot booking date.

6.The examination is to be conducted as per the guidelines of III. Any deviation from these guidelines will not be acceptable and the Successful bidder would be solely responsible for any liability including court litigation arising out of it.

7. The Successful bidder must provide necessary MIS related to the examination as and when it is sought by III. The Successful bidder must provide the candidate wise response sheet showing the questions which appeared for him the correct answer and chosen option by him for all candidates within 3 working days from date of appearing for those who appeared for the particular day during examination cycle.

8. Post examination Successful bidder should upload the marks related data of the candidate in III portal. III IT team shall give necessary access to the Successful bidder for syncing the data.

9. No extra license fees should be charged by the shortlisted bidder for implementing the software in the test environment and at the Disaster Recovery site of III.

10. The ownership of entire data will be solely with III. The Successful bidder shall retain the data of the Candidates including the question paper & the answers up to one year from the date of examination. III may demand such data as and when required. The bidder should take a backup of the data before destroying and submit the same in encrypted and password protected format to III. All the backups must be kept in fire proof vault while it is at Successful bidders premise. The Successful bidder has to handover complete data in a restorable format within 2 working days whenever required by III.

11. The technically eligible Successful bidders shall be required to demonstrate the Proof of Concept (POC) on a test bed showing detailed functionalities of the software solution for the suggested workflow at their own cost to the satisfaction of III.

12.The Applicant should submit unqualified acceptance in the prescribed format (Annexure-4). Further the Successfulbidder may specify the details of additional functionalities being offered to III as part of their solution, without any extra cost as a separate annexure in Annexure – 8.

13.The Successful bidder shall be responsible for providing Tier 3 Data Centres for Primary DC and DR facility within India .The DR should preferably be in a different seismic zone or minimum distance of 500 km from the primary DC facility. The service provider shall ensure and maintain following parameters

- a. RPO – 15 Minutes
- b. RTO – 30 Minutes

14. Successful bidder should have authorized and globally accepted software certification, CMMI Level 3 for development & services both. Organizations having CMMI Level 5 would be given more weightage in technical evaluation

15.The Successful bidder should have the primary data centre with Secondary DC site for data security. Both the data centres should be located in India in different seismic zone. The Data centre must be Tier III and ISO certified. Data centre should be certified as per the Government of India guidelines. The infrastructure of the Successful bidder must be CERT-in certified as per Government of India guidelines.



16. The Successful bidder shall be responsible for the uploading of venue details on III portal as per the given schedule. Any discrepancy or delay in the process within prescribed time limit provided by the Institute will attract the penalty of 5% of the total billing amount for that examination cycle.
17. The Successful bidder shall be responsible for the uploading of the result file on III portal post completion of the examination within prescribed time limit provided by the Institute. Any discrepancy found in the result file will attract the penalty of 25% of the total billing amount for that examination cycle.

14.2) Operations

1. III shall provide the guidelines for making of the forms/registration and other details as needed by the Successful bidder team from time to time.
2. III shall also inform the window period during which the students can appear for the examinations at the said centers.
3. Successful bidder shall verify the Admit card of the candidate appearing for the examination with valid government issued photo ID proof. Viz. PAN card, AADHAR card, PASSPORT, Driving License etc.
4. In addition to the names and particulars, III shall also inform the subjects required to be fixed/allotted to the respective student for the purpose of giving online examinations.
5. III shall forward the online multiple choice questions or any other type of questions (to be decided mutually) in .xls format only. It will be the responsibility of Successful bidder to upload this files (minimum 256-bit encryption) in a test engine. The question paper will be generated dynamically from the question bank based on predefined parameters and weightage as specified by III
6. The Successful bidder shall strictly take care that the concerned students are permitted to appear/give online examination in the specified period and by going through the prescribed questions that are sent by III to the SUCCESSFUL BIDDER. The Successful bidder shall provide most convenient route map from the nearest railway station(s), bus stand(s) and airport to their examination centre(s).
7. The Successful bidder shall provide the Computers, necessary Software and other Computer related help to the students for giving online examination and shall also provide sufficient convenient space, table, chair etc. to the students appearing for the examination, conducted by III.

14.3) Duties and responsibilities of the Successful bidder

1. The Successful bidder shall take very care that all the necessary facilities and arrangements as mentioned in Annexure 5 and Annexure 6, required for the purpose of conducting the examination shall be made readily available to the students appearing for the online examination, organized and conducted by III.
2. The Successful bidder shall strictly adhere to the instructions and directions given by III regarding the organizing and conducting the examination at various centers of the SUCCESSFUL BIDDER and shall also strictly follow up the schedule and programs for examination that may be forward to them by III.
3. The Successful bidder and its centres shall maintain utmost secrecy about the examination program as well as question that may be forwarded to it.
4. In case any complaint is received regarding the breach of any of the responsibilities, cast on the Successful bidder and its Officers at various centers, then III shall have the right to take cognizance of the same and in case the same are found to be true, the necessary escalations can be done at a higher level by III and neces



sary actions can be taken for the same.

5. The Successful bidder shall appoint the Supervisor/Proctors for conducting the online examination (CBT) on its respective centers. The Successful bidder shall appoint proctor for Remote Proctoring Examination per 20 candidates.

6. The Successful bidder will ensure that the centers install and maintain necessary security controls and measures in respect of the equipment/infrastructure provided to students as per Annexure 6 for taking the online tests and further shall also ensure the integrity of the Test process at all centers.

7. The Successful bidder shall be responsible for training suitable personnel who would be authorized as its supervisors by the Successful bidder for the online Tests. The Successful bidder is and shall be bound by the acts of commission and omission by its supervisors and other employees authorized as its supervisors for the online test notwithstanding the fact that such personnel not being on the pay rolls of the Successful bidder.

8. The Successful bidder covenants and warrants to III that it is the lawful owner of all the rights, title and interest (including copyrights) in respect of the testing services and system. The Successful bidder shall at all times be responsible for managing the system and for compliance of all laws in force, for the test delivery services provided. III acknowledges that the Successful bidder possesses proprietary rights in respect of the said test delivery systems.

9. During the subsistence of this Agreement, the Successful bidder is free to provide its services, including online Testing services, to any other parties. In other words, Successful bidder is providing a non-exclusive service to III under this agreement. However the same shall not cause any hindrance or obstruction in the services that may be provided to III. Similarly, III shall also have the right to procure similar services from any other Successful bidder without any reference to the selected bidder under this agreement.

14.4) Responsibilities of III

1. III shall be responsible to provide the detailed particulars about the students appearing for the online examination at various respective centers of the Successful bidder. The Successful bidder shall provide a specific arrangement for the same and the machinery for providing the said, shall be set up in consultation with III for the same and the Successful bidder shall be required to strictly adhere for the same.

2. III shall provide the requisite question and it will be the responsibility of III to process the result of the candidates based on the Marks data to be shared by Successful bidder post conduct of examinations.

3. III shall be responsible for answer to any of the queries or questions of any local authority or the Government Authority regarding conducting the online examination. However, providing the licensed Software to the Computer, used for conducting the online examination shall always be the responsibility of the Successful bidder.

4. III shall provide the Successful bidder with all necessary information required for providing the services as described in Annexure 6. III shall issue necessary instructions and code of conduct to students who take the online tests of the said programs. III and the Successful bidder shall cooperate with each other in taking necessary action against erring students. The SUCCESSFUL BIDDER shall be primarily responsible for the implementation of the necessary instructions/code of conduct issued by III.

5. III covenants that its students shall conduct themselves in an orderly manner and shall abide by all the rules and regulations laid down by III and the Successful bidder or the Test Centres and in case of any unruly behavior III agrees that such students shall be removed from the Center by the supervisors and no claims whatsoever will be entertained by the SUCCESSFUL BIDDER in this regard.

6. The Successful bidder should have Helpdesk Support to resolve candidate queries.



Description	Primary Responsibility	Secondary Responsibility
Online student data	III	
Subject data	III	
Application Hosting	Successful bidder	III
To freeze on Specs and Process for the online booking system	III	The Successful bidder to identify requirement and process flow
Customize and host the online booking system	III	
Questions bank generation	III	Successful bidder
QC of Question Bank	III	Successful bidder
Questions bank translation	III	
Rules for creation of Question set	III	Successful bidder
Randomization of Q Packs	Successful bidder	
Creating of Q Packs	Successful bidder	
QC of the Assessments	Successful bidder	III
Students Login IDs and record creation	Successful bidder	
Setting up of access control for online booking System	Successful bidder	
Online Booking commencements	III	Successful bidder
Admit Card generation system	III	Successful bidder
Online Booking ceases	III	Successful bidder
Test centres readied for inspection	Successful bidder	III
Briefing to centre supervisors and System administrators	Successful bidder	
III Tests – (Multiple times over a period)	Successful bidder	
Score moderation	III	Successful bidder
Results generation	Successful bidder	III
Declaration of results to successful candidates	III	

14.5) Training

Training of 1 batch of III's employees (approx. 15 participants) is to be provided once in a year by the Successful bidder free of cost at identified locations of III. The training infrastructure required need to be specified which shall be arranged by III. Onsite training must be provided in all functional areas and should be of sufficient duration to the User's satisfaction. It should include training in system administration, operation and management of application software, trouble shooting, interpretation of error message etc.

14.6) Documentations

The complete documentation of the application software is to be provided along with impleme-



ntation of the software. The documentation will include:

- Operator Reference manuals for each operator task.
- Error messages manuals.
- Documentation on troubleshooting.
- Administrator manual (System should provide Administrative Rights).

15.0) SERVICE LEVEL AGREEMENT

15.1) The selected Successful bidder shall guarantee a uptime of minimum 99.5% for the DC and DR Services

- during each examination period
- 15 minutes before each examination period
- 15 minutes after each examination period

(Any planned shutdown will not be considered for calculating SLA).

The percentage of uptime is calculated for each examination cycle on quarterly basis as follows:

(Total contracted examination minutes in a quarter – downtime during contracted examination minutes) / Total contracted examination minutes in a quarter * 100

The table below specifies support/maintenance matrix along with mean time to resolve (MTTR).

SN	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)
15.1.1	Online examination services during exam time	0: 10	0:10
15.1.2	Change of request /customization	0:30	15 days

15.2) MTTR1 (Mean Time to Response):-Defined as time taken by the help desk to respond to the concerned user over the service desk tool / phone/Email or in person and acknowledge the problem.

15.3) MTTR2 (Mean Time to Resolve): - Defined as time taken to resolve a problem after MTTR1.

16.0) PENALTY TABLE

16.1) In case the Successful bidder fails to meet the above SLA, penalty will be imposed as specified in the table below.

Sr.No	Services		Penalty
16.1.1	Online examination services During Examination	Uptime ≥99.5% for each round of examination	NIL
		<99.5 % to ≥ 99% for each round of examination	10% of the billable value f or the relevant examination cycle
		<99.00 % for each for each round of examination	25% of the billable value f or the relevant examination cycle
16.1.2	Change of request /customization within 15 days		Rs.1000/- per day of delay or part thereof for each change request



16.1.3	Delay in GO LIVE		0.5% of the contract value for every week of delay or part thereof
16.1.4	Non_availability of PC in full working condition to the examination day		Rs. 1000 per affected examinee
16.1.5	Non-availability of CCTV footage to III within 2 working days of request from III		Rs. 1,00,000 per day of delay
16.1.6	Any deficiency in service on the part of Successful bidder which results into damaging III creditability/reputation		Rs.1,00,00,000
16.1.7	Non-uploading of Examination venues on III web portal within prescribed time limit by Successful bidder		5% of the billable value for the relevant examination cycle
16.1.8	Any discrepancy in the Final uploaded result file on III web portal by Successful bidder		25% of the billable value for the relevant examination cycle

16.2) The problem shall be considered to be solved when the Successful bidder has communicated to the user about the resolution of the incident and the resolution formally recorded.

16.3) The downtime calculated shall not include the following:

- Any planned shutdown
- Failure or malfunction of any equipment or services not provided by the Successful bidder.
- Negligence or other conduct of III or its agents, including a failure or malfunction resulting from applications or services provided by III or its Successful bidders

However, it is the responsibility/ onus of the selected the bidder to prove that the outage is attributable to III. The selected Successful bidder shall obtain the proof authenticated by III's official that the outage is attributable to III.

16.4) The penalty shall be recovered for delayed services from the payment due or the Performance Bank Guarantee, without prejudice to any other right or remedy available under the contract.

16.5) The maximum penalty will be upto 15% of the contract value.

17.0) PAYMENT TERMS:

17.1) The various payments due for implementation of the solution shall be as per the table given below. III also reserves the right to prescribe additional documents for release of payments and the Successful bidder shall comply with the same.



SN	Item	Payment	Documents to be submitted
17.1.1	One time Customization charges /Additional Customization charges	100 % on successful completion	Sign off letter from III
17.1.2	Per examination hour charges	Quarterly in arrears	Quarterly reports

17.2) No advance payment will be made in any case.

18.0) GENERAL TERMS

18.1) The agreement shall be in force for a period of 5 years from the date of first PO.

18.2) The queries may be communicated only through email and response to query will be by return email. No queries will be accepted on telephone or through any means other than e-mail. The queries should be sent in .xls/.xlsx format with fields mentioned in the Annexure-11 only.

18.3) The addendum/Amendments/Corrigendum, if any, will be posted on our website only. The prospective the Successful bidders should check the website frequently to get updates on such changes. III reserves the right to cancel the RFP at any time without assigning any reasons.

18.4) III reserves its right to carry out DR site inspection before awarding the contract. There shall not be any additional charges for such inspection.

18.5) If the Successful bidder wishes to depart from any terms and conditions of the tender in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given Annexure 12. Unless this is done, the requirements of the RFP will be deemed to have been accepted in every respect. III reserves the right to accept/reject any or all of the deviations shown by the Successful bidder.

19.0) ROYALTIES AND PATENTS

Any royalties or patents or the charges for the use of application or infringement thereof that may be involved in the contract shall be included in the price. The Successful bidders shall protect III against any claims thereof.

20.0) VIOLATIONS BY SUCCESSFUL BIDDER

The selected Successful bidder may be blacklisted by III for future in case found guilty of non-compliance or non-performance as per terms of contract or for any corrupt or fraudulent practices and III's decision in this matter shall be final and binding on the Successful bidder.



SECTION II

PART I – TECHNICAL BID

The following documents along with the soft copy of all requirements for technical compliance on a CD have to be submitted in Cover A (in the same order) neatly filed with proper indexing. The contents of the CD and the hard copies in the technical bid should be identical. The CD should not contain any information other than Technical Bid. Submissions in Hard copy will be treated as final for all legal matters.

- 1) Tender document Fees /- (NIL) (Non-refundable):
- 2) Demand Draft/Bank Guarantee for Rs. 20, 00,000/- (Rs. Twenty Lakhs only)
- 3) Power of Attorney /Authorization Letter
- 4) The Successful bidders Information as per Annexure - 1
- 5) System Information as per Annexure- 2
- 6) Letter as per Annexure-3
- 7) Compliance Statement as per Annexure-4
- 8) Online examination System compliance as per Annexure-5
- 9) Online test Centers compliance as per Annexure-6
- 10) Additional Functionalities as per Annexure 8
- 11) Any other document indicating the feature of the product.
- 12) ISO Certification document, if any.
- 13) Implementation plan (with duration of implementation & roadmap for the same)
- 14) The list of the centers where the examination can be conducted



भारतीय बीमा संस्थान
INSURANCE INSTITUTE OF INDIA

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www.insuranceinstituteofindia.com Phone No.: 022-26544 200

PART B-COMMERCIAL BID

a) The Successful bidders have to submit commercial bids along with the Soft copy as per **Annexure-7**. The contents of the CD and the hard copies in the commercial should be identical. The CD should not contain any information other than commercial bid. Incomplete commercial bid will be rejected. If amount is not mentioned it will be considered as Rs 0/- (Rupees Zero). **Submissions in Hard copy will be treated as final for all legal matters.**



SECTION III

GENERAL TERMS & CONDITIONS

1.0) PROCEDURE FOR PROCESSING THE TENDER DOCUMENT:

1. The IT Committee will open the Part I Cover 'A'. In case the over 'A' does not contain a **Demand Draft /Bank Guarantee towards** Earnest Money Deposit, their offer would be rejected.
2. In the first stage, only the Eligibility cum TECHNICAL BID will be opened and evaluated. Those Successful bidders satisfying the eligibility and technical requirements as determined by the Institute and accepting the terms and conditions of this document shall be short listed. As part of the Technical Evaluation, the Successful bidders will be required to provide proof of implementation, arrange demonstration of the solution at a place specified by the Institute and also shall require arranging site visits. The Institute shall shortlist the Successful bidders based on Technical Evaluation, Site visit & proof of implementation. The technical evaluation of bids will be as per the technical evaluation criteria (attached as annexure-9). The commercial bids of only those Successful bidders shall be opened who score minimum 75 marks and above in the technical bid.
3. In the second stage, the COMMERCIAL BID of only those Successful bidders, whose technical bids are Shortlisted, will be opened. The Institute reserves the right to accept or reject any technology proposed by the Successful bidder without assigning any reason thereof.
4. Any commercial bid incomplete in any respect would not be considered.
5. For finalization of most competitive offer, III will conduct "Reverse Auction". The detailed Procedure for reverse auction is given in Annexure -14. The technically qualified Successful bidders will participate in the reverse auction process. The Successful bidders should furnish indicative prices for the project in their Commercial Bid to facilitate finalizing the start bid for reverse auction" under E-Procurement process. The lowest Indicative commercial offer (total cost) may be considered as the starting bid of the reverse auction and not for deciding the L-1 status. III may also decide the starting bid for reverse auction. The Successful bidders should note that the indicative commercial offer is only considered for the purpose of conducting reverse auction process only. The L-1 Successful bidder will be decided only later on finalization of prices through reverse auction.
6. This procedure is subject to changes, if any, and the procedure adopted by III for opening the Tender shall be final and binding on all the parties.



2.0) AGREEMENT

The successful bidder shall enter into a detailed Agreement as per proforma / draft Agreement as mentioned in Annexure- 13 and also sign a Non-Disclosure Agreement (NDA) as per enclosed Annexure. However, III reserves the right to alter/vary/amend/modify all or any of the terms set out in the said proforma /draft Agreement.

Encl:

- Annexure-1 (The Successful bidder Information)
- Annexure-2 (System Information)
- Annexure-3 (Letter to be submitted by the Successful bidder along with bid documents)
- Annexure-4 (Compliance Statement)
- Annexure-5 (Online examination System)
- Annexure-6 (Online test Centers)
- Annexure-7 (Format for Commercial Bid)
- Annexure-8 (List of Additional Functionalities)
- Annexure-9 (Technical Evaluation Chart for Online Examination System)
- Annexure-10 (List of the existing III Online Examination Centre)
- Annexure-11 (Queries-Format)
- Annexure-12 (Deviations-Format)
- Annexure-13 (Agreement Draft)
- Annexure-14 (Reverse Auction Procedure)
- Annexure- 15 (EMD-PBG-Format)
- Annexure-16 (NDA – Format)

Secretary General

Insurance Institute of India



Annexure- 1

The bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

Sr. No.	Information Particulars	Response
1.	Company Name	
2.	Date of incorporation	
3.	Company Head office /Registered Office and Address: Contact person(s): Phone: Fax: E-mail: Website	
4.	Provide the range of services /options offered by You covering Yes/No /Comments Service description and different schemes available for: (if option is NO) -Customization: -Warranty -Post implementation Ongoing support for: Helpdesk Training Documentation Other (specify)	
5.	Any pending or past litigation (within last three years)? If yes please Yes /No /Comments Give details. (if option is Yes) Also mention the details of claims and complaints received in the last three years (About the Company / Software that are sold / Licensed by the company)	
6.	Please also mention turnover for last three years and include the Year Turnover Copies of Balance Sheet in support of it. Please note that the Pr./Ls Bidder should have minimum annual turnover of Rs. 10Cr to 2018-19 Participate in this RFP. The bidder should have made profits in 2019-20 Any two of the three financial years (2018-19, 2019-20, 2020-21) 2020-21	
7.	ISO Certification Details	

Signature of Bidder

Place

Date

Stamp



Annexure -2

System Information

The following information should be provided (Attached separate sheet if required)

Sr.No.	Information Required	Particulars / Response
1	Software Information Name of the software product Version of the proposed software	
2	Hardware Platforms Information: Server Type: Model Name: Configuration:	
3	Operating Systems	
4	Database	
5	Front end tool and associated Software	
6	Language and development environment in which proposed version is coded	
7	Warrant period and the scope of warranty in detail	
8	System Module components – Specifically indicate modules/ components and their dependencies (whether the modules / components can be implemented independent of other modules / components) and level of integration for each proposed module / component	
9	Description of the solution development environment and application tools used. Also furnish either Third Party Tools or Tools available with the system software / RDBMS that are used in designing the solution	
10	Application response time, application scalability	
11	Broad solution enhancement / integration strategy for the next 3-5 years	
12	Whether the company has full control over the source code of bundled third party software	
13	Whether the solution offered is single product and all the modules should be integrated through a menu.	
14	Whether the solution is web enable with security features and different user level access controls.	
15	List of major implementation in India and abroad, number of concurrent users, no. of people tested	
16	Minimum internet speed required to work software smoothly	
17	Supports Remote Proctoring a) Web Camera b) IP base CCTV	

We confirm that, all the details mentioned above are true and correct and if III observes any misrepresentation of facts on any matter at any stage of evaluation, III has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that III can at its absolute discretion apply what ever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of the bidders for providing software solution.

We also acknowledge the information that this bid is valid for a period of one year, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Place

Date

Stamp

SIGNATURE OF SUCCESSFUL BIDDER WITH SEAL
NAME OF THE AUTHORISED SIGNATORY



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INSURANCE INSTITUTE OF INDIA

G Block, Plot No: C-46, Bandra-Kurla Complex, Beside Videsh Bhavan, Mumbai - 400 051

www.insuranceinstituteofindia.com Phone No.: 022-26544 200

Annexure- 3

Letter to be submitted by the bidder along with bid documents

TO:

Secretary-General,
Insurance Institute of India,
"G" Block, Plot No. C-46, Bandra-Kurla Complex,
Near American Consulate,
Mumbai- 400051.

Dear Sir,

Subject: 'Selection of Successful bidder "Online Examination"

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date]. We are hereby submitting our Proposal in a sealed envelope that includes a Technical Proposal and a Commercial Proposal under separate sealed envelopes.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed effort. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Proposal you receive. We remain,

Yours sincerely,

For _____

Signature _____

Name _____

Address
(Authorized Signatory)

Place

Date

Stamp



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Annexure- 4

Compliance Statement

DECLARATION

We certify that the systems/services offered by us for tender confirms to the specifications stipulated by you. We hereby undertake and agree to abide by all the terms and conditions stipulated by III in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).

The system must be compliant to the Information Technology Act 2008 (as amended from time to time) and other govt. and regulatory guidelines in force.

Signature:

Seal of company Place

Date

Stamp



Annexure – 5

S.N Requirement	Online examination System	Compliance (Yes/No)	Remark
1.	<p>Test Engine should</p> <ol style="list-style-type: none"> Support major Indian languages viz, English, Hindi and others Be capable of shuffling of questions Be capable of shuffling of options (alternates) Be capable of displaying image files Be possible to display Group Questions Be capable of getting Input and output files in excel as per III Requirements. Have the facility of Candidate feedback. Be able to set parameters for submission of exam. be able to display of candidate photograph and name on the Screen during the examination. 		
2.	<p>Should support Descriptive/Subjective Questions with the facility Of typing answers by the candidate and multilevel evaluation Process for III.</p>		
3.	<p>The Successful bidder should have secured environment for question paper Upload and response download. Facility of uploading / deleting Questions should also be available with III.</p>		
4.	<p>The Successful bidder should have an active Dashboard to display the exam Status on the exam day.</p>		
5.	<p>The candidate shall have option to answer either in English or Hindi or any major Indian languages. Hence, the software should support the same. III shall make every effort to provide the Successful bidder with the softcopy of the question bank in the regional languages also.</p>		
6.	<p>The examination will comprise Multiple Choice Objective Questions and / or descriptive type questions.</p>		
7.	<p>The system should support NEGATIVE MARKING for the wrong answers wherever / whenever required.</p>		
8.	<p>The software application should support conduct of online examination anywhere / anytime i.e. Remote proctoring Examination.</p>		
	<ol style="list-style-type: none"> Candidate Identity Verification Capture Time based candidate image and real time video monitoring. Candidate motion tracking with smart alerts. Proctor Live Authorization, Chat with Candidate Integrated Exam Engine (Pause Exam , Launch Exam , Cancel Exam) Live Exam Dashboard / Candidate Monitoring. Lock down of candidate PC (No remote sharing or other SW allowed) Exam Play back available for each candidate (photo) Exception scenario handling in consultation with III Suspicion Score Alert Report Scores and Reports sub 		



S.N Requirement	Compliance (Yes/No)	Remark
9. In respect of MCQ examinations, after completion of the same, the marks scored by the candidates should be displayed on the screen immediately.		
10. III should be able to generate the necessary MIS reports and do the analysis within the software itself.		
11. The solution should have built-in security features to allow only authorized users to use the application, generate logs and audit trails.		
12. The systems should have the following features besides other Mandatory features: a) Administrative module b) Role based access for read/write/modify. c) Audit trail and log. d) Capability to authorize Digital Signatures e) The Successful bidder has to provide the software as a service. f) New release and updates are free of cost. g) Integration with existing portal of III if required. h) The web based administrator access is to be provided to III to monitor the activities of the exam centres and generate various MIS reports.		
13. Question bank is stored in encrypted form		
14. Each student will get questions and options in different order selected randomly from a fixed Question Databank.		
15. It must support TCP/IP or be network protocol independent. The Product must work in network environment (web based) with multiple users.		
16. The students just need to use the mouse and click on the Right Choice / Correct option from the multiple choices /options given with each question. i) Objective types of questions presently consist of Multiple Choice and True/False type questions. To enhance the base of its question bank III may add soon other type of Objective type Questions e.g. matching the information in two tables, filling in the blanks, etc. shall also be included in the Question Databank. ii) The answers to the questions are to be marked by clicking the appropriate radio button. iii) For Multiple Choice Questions, each question has four five options, and the candidate has to click the appropriate option. iv) For True/False Type Questions, each question has two options, and the candidate has to click appropriate option.		



S.N Requirement	Compliance (Yes/No)	Remark
17. The sequence of steps to be followed by each examinee for appearing in Examination will be as follows: a) The students will have to enter required data for authentication on the screen displayed. b) The student's details including photograph shall appear on the screen, which will be verified by invigilator. c) The examinee will get Instructions to guide through the test. d) The Time of the examination begins only when the 'Start Test' button is pressed. e) The examinee proceeds answering the questions one by one by clicking on the small grey circle next to the chosen answer. f) The examinee can move to First, Last, Previous, Next and Unanswered questions by clicking on the buttons with respective labels displayed on screen throughout the test. g) The answers can be changed at any time during the test and are saved automatically. h) It is possible to Review the answered as well as the Unanswered questions.		
18. The Time remaining is shown in the Right Top Corner of the screen		
19. The system automatically shuts down when the time limit is over OR alternatively if examinee finishes the exam before time he can quit by pressing the 'End Test' button.		
20. It must provide fail-over backup and recovery capabilities.		
21. In case of any technical snag during the examination time candidate should get same set of questions with answers already marked if he scheduled for the examination on the same day and same batch		
22. If III wants to have access to the ?Question paper? answered by the candidates at any future date the system should be able to retrieve the "Question paper".		
23. Apart from objective type of testing the system must support the descriptive type of questions wherein candidates will type the answers and separate multilevel evaluation for evaluators / examiners is available		



Annexure – 6

Online test Centers:

SN	Requirements	Compliance Yes/No	Remarks
1	The test administrators are certified and well versed with system functionalities		
2	The access to the PC at the centers is password protected		
3	All the centers have installed CCTV		
4	The PC provided at the centers are as per the configuration suggested by you		
5	Every centre has the UPS or any other power back up arrangement		
6	The test centre has Broadband internet connection and in case of disruption in internet connection from ISP has the alternate arrangement with other ISP		
7	The location of the test centre is such that candidates can reach the centre easily		
8	Each Test Centre has minimum 10 PC		
9	There should be minimum 1 proctor in each computer lab and if there are more than 20 candidates in one computer lab, then one proctor should require for every batch of 20 candidates or part thereof.		
10	Should have feature of Remote Proctoring. Web Camera IP based CCTV		
11	Each test centre should have competent security guards for orderly conduct of examinations.		



Annexure- 7

Format for Commercial Bid (Indicative only)

1. One time Customization charges

SN Particulars	Total
1. One time Customization charges *	

* Maximum Rs.10,00,000/- (Ten lakhs) only

2. Candidate Usage Charges

SN Particulars	Per Hour Charge (A)	Expected Hours(B)	Total (A*B)
1. Candidate Usage Charges 20,00,000 Hours			
a. (Online Examination – CBT) 18,00,000 hours			
b. (Online Examination – Remote Proctoring) 2,00,000 hours			

3. Additional Customization Charges

SN Particulars	Man Hour Rate (A)**	Expected Man days(B)	Total (A*B)
1. Additional Customization Charges		200 (8 Hours per day)	

** Maximum Rs. Five thousand per day.

Commercial Bid Summary Grand Total (1+2+3)

Note:

- L1 will be identified on the Grand Total of the Commercial Bid summary at the end of online reverse auction.
- The price should be as per Section I, Sr no 9.0
- Company reserves the right to revise the quantities at the time of placing the order.
- The Successful bidder has to submit commercial bid only in the above format.

Place

Date

Stamp



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Annexure 8

List of Additional Functionalities (in addition the functions mentioned in Annexure-5) being offered as part of the Solution, without any Additional Cost:

S R . N O	M o d u l e	F u n c t i o n a l i t y



ANNEXURE 9

Technical Evaluation Chart for Online Examination System

SN	PARAMETERS	RANGE	MARKS
		CRITERIA	MARKS
1.	Prior Experience in conducting Online Examination	For 5 Years and above	20
		Less than 5 Years and more than 2 years	15
		Less than 2 years	03
		No experience	0
2.	Minimum two examination bodies using the product and services of the company for conducting online examination	3 or more than 3 companies using product in India	30
		Less than 3 companies using product in	20
3.	Total number of Test Centers – Own / Franchise	Total (Maximum) Marks	50
		Every own centre	.5 Mark
		Every Franchise centre	.25 Mark
	Total		100 Marks

Note:

1) The Successful bidder should not give wrong information in order to attain higher marks. The available features shall be crosschecked during site visit. Any mismatch between the provided information may lead to the rejection of the bid.

2) The commercial bids of only those Successful bidders shall be opened who score minimum 75% and above in the technical bid.



Annexure - 10

List of the preferred Online Examination Centre

Indian Centres (this is only indicative list and not the exhaustive one)

Agartala	Chennai	Jamshedpur	Raipur	Visakhapatnam
Agra	Coimbatore	Jodhpur	Rajahmundry	Warangal
Ahmedabad	Cuddapah	Jorhat	Rajkot	
Ajmer	Cuttack	Jullundur	Ratlam	
Aligarh	Dehradun	Kanpur	Ratnagiri	
Allahabad	Delhi	Karimnagar	Salem	
Alwar	Dharwad	Karnal	Sambalpur	
Amravati	Dibrugarh	Kolhapur	Satara	
Amritsar	Dimapur	Kota	Satna	
Andaman (Port Blair)	Ernakulam	Kottayam	Shahdol	
Asansol	Goa	Lucknow	Shimla	
Aurangabad	Gorakhpur	Ludhiana	Silchar	
Bangalore	Gulbarga	Machilipatnam	Solapur	
Bareilly	Guntur	Madurai	Sriganganagar	
Baroda	Guwahati	Mangalore	Srinagar	
Behrampur	Gwalior	Meerut	Surat	
Belgaum	Haldwani	Mumbai	Thane	
Bhagalpur	Hazaribaug	Mysore	Thanjavur	
Bhavnagar	Hissar	Nagercoil	Trichy	
Bhilai	Hyderabad	Nagpur	Trinulveli	
Bhopal	Imphal	Nanded	Trivandrum	
Bikaner	Indore	Nashik	Tuticorin	
Bongaigaon	Jabalpur	Nellore	Udaipur	
Calcutta	Jaipur	Patna	Udupi	
Calicut (Kozhicode)	Jalgaon	Pondicherry	Varanasi	
Chandigarh	Jalpaiguri	Pune	Vellore	
	Jammu	Raichur	Vijaywada	

Overseas Centres (This is only indicative list and not the exhaustive one)

Abu Dhabi	Doha	Mauritius
Alkhobar	Dhaka	Muscat
Baharain	Dubai	Nairobi
Bangkok	Jeddah	Riyadh
Bhutan	Kampala	
Colombo	Kathmandu	
Dar-E-Salam	Kampala	
	Kuwait	



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ANNEXURE- 11 QUERIES-FORMAT

Sr. No.	The Bidder Name	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (Tender Ref)	Query
1					
2					
3					

Note: The Queries may be communicated only through email and response to query will be by return email. No queries will be accepted on telephone or through any means other than e-mail. The queries should be sent in .xls/.xlsx format with above fields only.



ANNEXURE-12

DEVIATIONS-FORMAT

Sr. No.	The Bidder Name	Page No (tender Ref)	Clause (tender Ref)	Description in the tender (Tender Ref)	Deviation Details	Reason for deviation
1						
2						
3						

Note: III reserves the right to accept/reject any or all of the deviations shown by the Successful bidder.



ANNEXURE – 13

ANNEXURE – 13 AGREEMENT DRAFT (Should be on Rs.100/-stamp paper)

This agreement made on this ____ day of ____ between ____ hereinafter called the "SUCCESSFUL BIDDER" and INSURANCE INSTITUTE OF INDIA., hereinafter called "III" sets forth the terms and conditions for providing Online Examination Facility.

1.0) PRICE

1.1) The Successful bidders shall quote only the base price in INR only. All applicable taxes will be paid as actuals.

1.2) The price shall be all inclusive of labor cost, ex-factory price per unit, packing, forwarding, freight transit insurance, Excise Duty, road permit charges, other duties, if any, including State Levy, delivery, installation, commissioning and testing charges.

1.3) The prices for all the components are valid for the period of ____ Years from the date of first purchase order from III.

2.0) PERFORMANCE GUARANTEE:

2.1) The successful bidder will have to furnish a Performance Guarantee to the tune of 5% of the value of the contract for proper fulfillment of the contract in the form of a Bank Guarantee from a nationalized/scheduled bank valid for 5 years and 6 months from the date of purchase order from III. This Bank Guarantee shall be released on the completion of six months after the completion of contract.

2.2) The Performance Guarantee has to be submitted within 2 weeks from the date of first purchase order from III.

2.3) The Performance Guarantee may be forfeited in the event of a breach of contract by the Successful bidder.

3.0) SCOPE OF WORK (SOW)

3.1) General

1. Successful bidder should have proven competency in terms of technology and infrastructure to conduct online examinations (Computer Base Testing & Remote Proctoring) for the candidates enrolled for various courses offered by III. The Successful bidder should own or be an authorized licensee for the application software to conduct online examinations. The Successful bidder should provide necessary proof to III. Detailed technical specification for online examination is given in annexure – 5

2. The Successful bidder should have a direct or indirect control over the conduct of online examination at the centers either owned or hired by him for the purpose of conducting examination. It would be the responsibility of Successful bidder to conduct online examination at the place and centre strictly as per the guidelines of III. The facilities required at test centres are given in annexure -6

3. At present the online examination is being conducted every quarter. The frequency may vary depending on the requirements of III.

4. Question Bank' for subjects is available with III and the same shall be shared with the Successful bidder In



.xls format. It would be the responsibility of Successful bidder to covert the 'Question Bank' in appropriate form so that same can be uploaded in the test engine of Successful bidder. Successful bidder should exercise due precaution the access to the 'Question Bank' is granted only to the authorize person of Successful bidder. It would be responsibility of Successful bidder to ensure that "Question Bank" should be uploaded, stored in encrypted form and under any circumstance the contents of "Question Bank" should not be leaked to any third person or party. Successful bidder shall also ensure that the stored "Question Bank" and other critical data related to examination is secured from any possible cyber-attack or hacking. . Successful bidder should also provide the facility to III to view the question bank for doing QC once uploaded before making it live to check for all in advert omissions and errors. In bilingual question papers English and Hindi both options must be visible to all candidates during the examination.

5. III shall share the centre wise details of the candidates who intend to appear for the Online Examination. It would be the responsibility of the Successful bidder to upload examination venue details on III web portal one day in advance before starting slot booking date.

6. The examination is to be conducted as per the guidelines of III. Any deviation from these guidelines will not be acceptable and the Successful bidder would be solely responsible for any liability including court litigation arising out of it.

7. The Successful bidder must provide necessary MIS related to the examination as and when it is sought by III. The Successful bidder must provide the candidate wise response sheet showing the questions which appeared for him the correct answer and chosen option by him for all candidates within 3 working days from date of appearing for those who appeared for the particular day during examination cycle.

8. Post examination Successful bidder should upload the marks related data of the candidate in III portal. III IT team shall give necessary access to the Successful bidder for syncing the data.

9.No extra license fees should be charged by the shortlisted bidder for implementing the software in the test environment and at the Disaster Recovery site of III.

10. The ownership of entire data will be solely on III. The Successful bidder shall retain the data of the candidates including the question paper & the answers up to one year from the date of examination. III may demand such data as and when required. The bidder should take a backup of the data before destroying and submit the same in encrypted and password protected format to III. All the backups must be kept in fire proof vault while it is at Successful bidders premise. The Successful bidder has to handover complete data in a restorable format within 2 working days whenever required by III.

11. The technically eligible Successful bidders shall be required to demonstrate the Proof of Concept (POC) on a test bed showing detailed functionalities of the software solution for the suggested workflow at their own cost to the satisfaction of III.

12. The Applicant should submit unqualified acceptance in the prescribed format (Annexure-4). Further the Successful bidder may specify the details of additional functionalities being offered to III as part of their solution, without any extra cost as a separate annexure in Annexure – 8.

13. The Successful bidder shall be responsible for providing a Tier 3 Data Centres for Primary DC and DR facility within India .The DR should preferably be in a different seismic zone or minimum distance of 500 km from the primary DC facility. The service provider shall ensure and maintain following parameters.

c. RPO – 15 Minutes

d. RTO – 30 Minutes

14. Successful bidder should have authorized and globally accepted software certification, CMMI Level 3 for development & services both. Organizations having CMMI Level 5 would be given more weightage in technical



evaluation

15. The Successful bidder should have the primary data centre with Secondary DC site for data security. Both the data centres should be located in India in different seismic zone. The Data centre must be Tier III and ISO certified. Data centre should be certified as per the Government of India guidelines. The infrastructure of the Successful bidder must be CERT – in Certified as per Government of India guidelines.

16. The Successful bidder shall be responsible for the uploading of venue details on III portal as per the given schedule. Any discrepancy or delay in the process within prescribed time limit provided by the Institute will attract the penalty of 5% of the total billing amount for that examination cycle.

17. The Successful bidder shall be responsible for the uploading of the result file on III portal post completion of the examination within prescribed time limit provided by the Institute. Any discrepancy found in the result file will attract the penalty of 25% of the total billing amount for that examination cycle.

3.2) Operations

1. III shall provide the guidelines for making of the forms/registration and other details as needed by the Successful bidder team from time to time.

2. III shall also inform the window period during which the students can appear for the examinations at the said centers.

3. Successful bidder shall verify the Admit card of the candidate appearing for the examination with valid government issued photo ID proof. Viz. PAN card, AADHAR card, PASSPORT, Driving License etc.

4. In addition to the names and particulars, III shall also inform the subjects required to be fixed/allotted to the respective student for the purpose of giving online examinations.

5. III shall forward the online multiple choice questions or any other type of questions (to be decided mutually) in .xls format only. It will be the responsibility of Successful bidder to upload this files (minimum 256-bit encryption) in a test engine. The question paper will be generated dynamically from the question bank based on predefined parameters and weightage as specified by III.

6. The Successful bidder shall strictly take care that the concerned students are permitted to appear/give online examination in the specified period and by going through the prescribed questions, that are sent by III to the SUCCESSFUL BIDDER. The Successful bidder shall provide most convenient route map from the nearest railway station(s), bus stand(s) and airport to their examination centre(s).

7. The Successful bidder shall provide the Computers, necessary Software and other Computer related help to the students for giving online examination and shall also provide sufficient convenient space, table, chair etc. to the students appearing for the examination, conducted by III.

3..3) Duties and responsibilities of the Successful bidder

1. The Successful bidder shall take every care that all necessary facilities and arrangements as mentioned in Annexure 5 and Annexure 6, required for the purpose of conducting the examination shall be made readily available to the students appearing for the online examination, organized and conducted by III.

2. The Successful bidder shall strictly adhere to the instructions and directions given by III regarding the organizing and conducting the examination at various centers of the SUCCESSFUL BIDDER and shall also strictly follow up the schedule and programs for examination that may be forwarded to them by III.

3. The Successful bidder and its centres shall maintain utmost secrecy about the examination program as



well as question that may be forwarded to it.

4. In case any complaint is received regarding the breach of any of the responsibilities, cast on the Successful bidder and its Officers at various centres, then III shall have the right to take cognizance of the same and in case the same are found to be true, the necessary escalations can be done at a higher level by III and necessary actions can be taken for the same.

5. The Successful bidder shall appoint the Supervisor/Proctors for conducting the online examination (CBT) on its respective centers. The Successful bidder shall appoint proctor for Remote Proctoring Examination per 20 candidates.

6. The Successful bidder will ensure that the centers install and maintain necessary security controls and measures in respect of the equipment/infrastructure provided to students as per Annexure 6 for taking the online tests and further shall also ensure the integrity of the Test process at all centers.

7. The Successful bidder shall be responsible for training suitable personnel who would be authorized as its supervisors by the Successful bidder for the online Tests. The Successful bidder is and shall be bound by the acts of commission and omission by its supervisors and other employees authorized as its supervisors for the online test notwithstanding the fact that such personnel not being on the pay rolls of the Successful bidder.

8. The Successful bidder covenants and warrants to III that it is the lawful owner of all the rights, title and Interest (including copyrights) in respect of the testing services and system. The Successful bidder shall at all times be responsible for managing the system and for compliance of all laws in force, for the test delivery services provided. III acknowledges that the Successful bidder possesses proprietary rights in respect of the said test delivery systems.

9. During the subsistence of this Agreement, the Successful bidder is free to provide its services, including online Testing services, to any other parties. In other words, Successful bidder is providing a non-exclusive service to III under this agreement. However the same shall not cause any hindrance or obstruction in the services that may be provided to III. Similarly, III shall also have the right to procure similar services from any other successful bidder without any reference to the selected Successful bidder under this agreement.

3.4) Responsibilities of III

1. III shall be responsible to provide the detailed particulars about the students appearing for the online examination at various respective centers of the Successful bidder. The Successful bidder shall provide a specific arrangement for the same and the machinery for providing the said, shall be set up in consultation with III for the same and the Successful bidder shall be required to strictly adhere for the same.

2. III shall provide the requisite question and I will be the responsibility of III to process the result of the candidates based on the Marks data to be shared by Successful bidder post conduct of examinations.

3. III shall be responsible for answer to any of the queries or questions of any local authority or the Government Authority regarding conducting the online examination. However, providing the licensed Software to the Computer, used for conducting the online examination shall always be the responsibility of the Successful bidder.

4. III shall provide the Successful bidder with all necessary information required for providing the services as described in Annexure 6. III shall issue necessary instructions and code of conduct to students who take the online tests of the said programs. III and the Successful bidder shall cooperate with each other in taking necessary action against erring students. The SUCCESSFUL BIDDER shall be primarily responsible for the implementation of the necessary instructions/code of conduct issued by III.



5. III covenants that its students shall conduct themselves in an orderly manner and shall abide by all the rules and regulations laid down by III and the Successful bidder or the Test Centres and in case of any unruly behavior III agrees that such students shall be removed from the Center by the supervisors and no claims whatsoever will be entertained by the SUCCESSFUL BIDDER in this regard.

6. The Successful bidder should have Helpdesk Support to resolve candidate queries.

Description	Primary Responsibility	Secondary Responsibility
Online student data	III	
Subject data	III	
Application Hosting	Successful bidder	III
To freeze on Specs and Process for the online booking system	III	The Successful bidder to identify requirement and process flow
Customize and host the online booking system	III	
Questions bank generation	III	Successful bidder
QC of Question Bank	III	Successful bidder
Questions bank translation	III	
Rules for creation of Question set	III	Successful bidder
Randomization of Q Packs	Successful bidder	
Creating of Q Packs	Successful bidder	
QC of the Assessments	Successful bidder	III
Students Login IDs and record creation	Successful bidder	
Setting up of access control for online booking System	Successful bidder	
Online Booking commencements	III	Successful bidder
Admit Card generation system	III	Successful bidder
Online Booking ceases	III	Successful bidder
Test centres readied for inspection	Successful bidder	III
Briefing to centre supervisors and System administrators	Successful bidder	
III Tests – (Multiple times over a period)	Successful bidder	
Score moderation	III	Successful bidder
Results generation	Successful bidder	III
Declaration of results to successful candidates	III	

3.5) Training

Training of 1 batch of III's employees (approx. 15 participants) is to be provided once in a year by the Successful bidder free of cost at identified locations of III. The training infrastructure required need to be specified which shall be arranged by III. Onsite training must be provided in all functional areas and should be of sufficient duration to the User's satisfaction. It should include training in system administration, operation and management of application software, trouble shooting, interpretation of error message etc.



3.6) Documentations

The complete documentation of the application software is to be provided along with implementation of the software. The documentation will include:

- Operator Reference manuals for each operator task.
- Error messages manuals.
- Documentation on troubleshooting.
- Administrator manual (System should provide Administrative Rights).

4.0) SERVICE LEVEL AGREEMENT

4.1) The selected Successful bidder shall guarantee a uptime of minimum 99.5% for the DC and DR Services

- during each examination period
- 15 minutes before each examination period
- 15 minutes after each examination period

(Any planned shutdown will not be considered for calculating SLA).

The percentage of uptime is calculated for each examination cycle on quarterly basis as follows:

(Total contracted examination minutes in a quarter – downtime during contracted examination minutes) *100

Total contracted examination minutes in a quarter.

The table below specifies support/maintenance matrix along with mean time to resolve (MTTR).

SN	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)
4.1.1	Online examination services during exam time	0: 10	0:10
4.1.2	Change of request /customization	0:30	15 days

4.2) MTTR1 (Mean Time to Response):-
Defined as time taken by the help desk to respond the concerned user over the service desk tool / phone/Email or in person and acknowledge the problem.

4.3) MTTR2 (Mean Time to Resolve): - Defined as time taken to resolve a problem after MTTR1.

5.0) PENALTY TABLE

5.1) In case the Successful bidder fails to meet the above SLA, penalty will be imposed as specified in the table below.

Sr.No	Services		Penalty
5.1.1	Online examination services During Examination	Uptime >=99.5% for each round of examination	NIL
		<99.5 % to >= 99% for each round of examination	10% of the billable value for the relevant examination cycle
		<99.00 % for each round of	25% of the billable value for the relevant



		examination	examination cycle
5.1.2	Change of request /customization within 15 days		Rs.1000/- per day of delay or part thereof for each change request
5.1.3	Delay in GO LIVE		0.5% of the contract value for every week of delay or part thereof
5.1.4	Non_availability of PC in full working condition to the examination day		Rs. 1000 per affected examinee
5.1.5	Non-availability of CCTV footage to III within 2 working days of request from III		Rs. 1,00,000 per day of delay
5.1.6	Any deficiency in service on the part of Successful bidder which results into damaging III creditability/reputation		Rs.1,00,00,000
5.1.7	Non-uploading of Examination venues on III web portal within prescribed time limit by Successful bidder		5% of the billable value for the relevant examination cycle
5.1.8	Any discrepancy in the Final uploaded result file on III web portal by Successful bidder		25% of the billable value for the relevant examination cycle

5.2) The problem shall be considered to be solved when the Successful bidder has communicated to the user about the resolution of the incident and the resolution formally recorded.

5.3) The downtime calculated shall not include the following:

- Any planned shutdown
- Failure or malfunction of any equipment or services not provided by the Successful bidder.
- Negligence or other conduct of III or its agents, including a failure or malfunction resulting from applications or services provided by III or its Successful bidders

However, it is the responsibility/ onus of the selected the Successful bidder to prove that the outage is attributable to III. The selected Successful bidder shall obtain the proof authenticated by III's official that the outage is attributable to III.

5.4) the penalty shall be recovered for delayed services from the payment due or the Performance Bank Guarantee, without prejudice to any other right or remedy available under the contract.

5.5) the maximum penalty will be upto 15% of the contract value.

6.0) PAYMENT TERMS:

6.1) The various payments due for implementation of the solution shall be as per the table given below. III also reserves the right to prescribe additional documents for release of payments and the Successful bidder shall comply with the same.



SN	Item	Payment	Documents to be submitted
6.1.1	One time		
	Customization Charges /Additional Customization Charges	100 % on successful completion	Sign off letter from III
6.1.2			
	Per examination Hour charges	quarterly in arrears	Quarterly reports

6.2) No advance payment will be made in any case.

7.0) GENERAL TERMS

7.1) the agreement shall be in force for a period of 5 years from the date of first PO.

7.2) the queries may be communicated only through email and response to query will be by return email. No queries will be accepted on telephone or through any means other than email. The queries should be sent in .xls/.xlsx format with fields mentioned in the Annexure-11 only.

7.3) The addendum/Amendments/Corrigendum, if any, will be posted on our website only .The prospective the Successful bidders should check the website frequently to get updates on any such changes. III reserves the right to cancel the RFP at any time without assigning any reasons.

7.4) III reserves its right to carry out DR site inspection before awarding the contract. There shall not be any additional charges for such inspection.

7.5) If the Successful bidder wishes to depart from any terms and conditions of the tender in any respect he shall draw the attention to such points of departure explaining fully the reasons thereof and furnish separately adopting the form given Annexure 12. Unless this is done, the requirements of the RFP will be deemed to have been accepted in every respect. III reserves the right to accept/reject any or all of the deviations shown by the Successful bidder.

8.0) ROYALTIES AND PATENTS

Any royalties or patents or the charges for the use of application or infringement thereof that may be involved in the contract shall be included in the price. The Successful bidders shall protect III against any claims thereof.

9.0) VIOLATIONS BY SUCCESSFUL BIDDER

The selected Successful bidder may be blacklisted by III for future in case found guilty of non-compliance or non-performance as per terms of contract or any corrupt or fraudulent practices and for III's decision in this matter shall be final and binding on the Successful bidder.

10.0) SAVINGS CLAUSE

The Successful bidder's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels shall be excused if and to the extent the Successful bidder's non-performance is by Company's omission to act, delay, wrongful action caused, failure to provide inputs, or failure to perform its obligations under this Agreement.



11.0) LIMITATION OF LIABILITY & INDEMNITY

The Successful bidder represents and warrants that the repair and maintenance of services / products hereby sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The successful bidder agrees that it will and hereby does, indemnify the company from any claim, directly or indirectly resulting from or arising out of any breach or claimed breach of this warranty. Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the maximum aggregate liability of successful bidder for all claims under or in relation to this Agreement, shall be, regardless of the form of claim(s), shall be limited to 100% of contract value.

12.0) INTELLECTUAL PROPERTY

Intellectual Property Rights means all rights in inventions, patents, copyrights, design rights, trademarks and trade names, service marks, trade secrets, knowhow and other intellectual property rights (whether registered or unregistered) and all applications for any of them, actual or pending anywhere in the world.

13.0) EXCLUSIBILITY

It is specifically agreed and understood that the SUCCESSFUL BIDDER shall have no right and concern with activities of III in the programs and courses except the permission to conduct the certification examination at its respective centers as per the terms of this agreement and similarly III shall have no right, interest or claim or charges of whatsoever nature over any of the activities of the Successful bidder.

14.0) QUALITY AND AUDIT

Both the Successful bidder as well as III shall cause to conduct joint as well as several regular quality checks and periodical audit would be done to ensure all the test centers are test worthy and test ready.

15.0) TERMINATION

Either party has the right to terminate this agreement by furnishing six months' notice in writing to the other party. Upon termination of this Agreement, III and the SUCCESSFUL BIDDER shall remove the hyperlinks connectivity with each other and III shall certify, in writing, to the SUCCESSFUL BIDDER confirming the same and vice-versa. It is also mutually agreed that from the date of effective termination of this agreement, no obligations or liabilities cast/devolve on the SUCCESSFUL BIDDER and III except the rights & liabilities under the various provisions of the agreement which shall survive the termination. The Successful bidder hereby agrees to indemnify and keep indemnified III against all claims, proceedings, losses, costs and damages incurred or suffered by or awarded or decreed or instituted against or paid or arising out of the termination of this Agreement due to breaches by the Successful bidder of any of the provisions of this Agreement.

16.0) CONFIDENTIALITY

Both parties agree and promise not to disclose, transfer or disseminate confidential information, in whole or in part, except for the purpose of performance of this Agreement. Neither party shall disclose, transfer, or disseminate confidential information to third parties without the prior written consent of the other party and only under written solicitation, agreement, or subcontract executed by the third party recipient to accept and be bound by each and every obligation in this paragraph.

17.0) FORCE MAJEURE

The Successful bidder will not be liable for delay in delivery or performance or implementation services and would stand exonerated from any failure to deliver or perform, due to circumstances beyond control including force majeure conditions. This clause is equally applicable to III in respect of performance obligations under this Agreement excluding their payment obligations under this agreement.

18.0) SERVICE OF NOTICE

All notices or other communications which may be required to be given by either party to the other party under this Agreement shall be in writing and mailed by registered or certified mail, return receipt requested, or transmitted by hand delivery, or by facsimile or by email to the addresses mentioned in this Agreement



or to any other addresses to be notified by the party subsequent to the date of executing this Agreement.

19.0) ARBITRATION

All disputes arising in connection with this agreement shall, to the extent possible, be settled amicably by prompt negotiations between the parties. In the event of failure to settle the disputes by mutual negotiations within sixty days of the commencement of the negotiations, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as may stand amended from time to time. The parties shall appoint one Arbitrator each, and notify the other party within 30 days the appointment of such Arbitrator. The Arbitrators so appointed shall then appoint a third Arbitrator to form a panel of three arbitrators and the decision of the majority of the arbitrators shall be final and binding on the parties. The Arbitration proceedings shall be conducted in Mumbai and the language of the Arbitration shall be English.

20.0) GOVERNING LAWS

The construction, validity and performance of this agreement shall be governed in all respects by the laws of India. The parties hereby submit themselves to the exclusive jurisdiction of the applicable laws at Mumbai.

21.0) JURISDICTION OF COURTS

The Mumbai Courts shall have the jurisdiction to try and cases arising out of or relating to this agreement or any part thereof.

These presents supersede all earlier Agreement(s), Memorandum of understanding and any other contracts between III and the SUCCESSFUL BIDDER prior to the date of signing this agreement in this regard.

IN WITNESS WHEREOF THE PARTIES HERE TO have set and subscribed their respective hands and seals the day and year herein above mentioned.

a) SIGNED SEALED & DELIVERED BY THE

b) SIGNED SEALED & DELIVERED BY THE WITHIN NAMED INSTITUTE WITHIN NAMED
(SUCCESSFUL BIDDER)

Secretary General

In the presence of

Witnesses: 1 _____

Witnesses: 2 _____

In the presence of

Witnesses: 1 _____

Witnesses: 2 _____



REVERSE AUCTION PROCEDURE

- a) III shall provide web based E-tender system for reverse auction.
- b) Price quoted by the Successful bidders at the end of online reverse auction will be taken as the final commercial quote for evaluation of that the Successful bidder.
- c) During reverse auction, the participating the Successful bidders shall input only the total cost that they have to offer. This amount shall be arrived at by the Successful bidder themselves off-line by using the formula mentioned for evaluation to outbid the earlier bid.
- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The commercial figure quoted will be an all-inclusive base price figure – inclusive of out of pocket expenses, travelling, boarding, lodging, all taxes, duties, license fees, road permits and transit insurance etc., except GST. No such expenses will be reimbursed separately.
- f) Any conditional bid would be rejected.
- g) The Successful bidder shall arrange the Digital certificates (at no cost to III) from a Certifying Agency notified by Comptroller of Certifying Authority (CCA) as per Information Technology Act, 2000 as amended from time to time.
- h) In case, only one the Successfulbidder is technically qualified, no reverse auction will take place. However, III reserves right to negotiate price with the lone the Successfulbidder. The prices once finalized through online reverse auction or negotiation will be termed as the “approved prices”.
- i) III will determine the Start Price and other parameters for the Reverse Auction:
 - a) On its own and / or
 - b) Evaluating the price band information available in the commercial bids of the technically qualified the Successful bidders based on the basis of the lowest quote received in the commercial bids.
- j) Based on the Net Present Value (NPV) adjusted Total Cost of Ownership (TCO) declared by the Successfulbidders during the Reverse Auction, the Successfulbidders will be categorized as L1, L2, L3 etc (In the ascending order, i.e. L1 being the Successfulbidder with the lowest TCO, followed by L2 with the next lowest score and so on.)
- k) The Successfulbidder with the NPV adjusted L1 Quote post the Online Reverse Auction and Commercial evaluation will be declared L1 Successfulbidder. The Purchase Order will be issued on the basis of unit rates quoted by the selected Successful bidder.
- l) The final outcome of the bidding process will be published on III website.
- m) The bid price shall be in Indian Rupees.
- n) Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.
- o) The Successful bidder would need to provide all costs in Annexure for Commercial Bid Details.
- p) In the event the Successfulbidder has not quoted or has omitted any product or service, then it will be deemed that the Successfulbidder shall provide the same product and/or service at no additional cost to III.
- q) The Successful bidder shall not add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.



भारतीय बीमा संस्थान
INSURANCE INSTITUTE OF INDIA

G Block, Plot No: C-46, Bandra-Kurla Complex, Beside Videsh Bhavan, Mumbai - 400 051

www.insuranceinstituteofindia.com Phone No.: 022-26544 200

ANNEXURE-15

Performa – BG-EMD

Date:

To:

Secretary General
Insurance Institute of India,
"G" Block, Plot No
C - 46, Bandra-Kurla Complex,
Near American
Consulate, Mumbai- 400051.

WHEREASM/s. _____, (Hereinafter called "the Supplier") has undertaken, in Pursuance of **Tender No:** _____ dated _____ to supply _____ (Description of Goods and Services) (Hereinafter called "the Tender").

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

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

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **Rs. _____/- (Rupees _____ Only)** and we undertake to pay you, upon your First written demand declaring the Supplier to be in default under the Tender and without cavil or Argument, any sum or sums within the limit of **Rs. _____/- (Rupees _____ Only)** (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand and or the sum specified therein.

This guarantee is valid until the _____.

Signature and Seal of Guarantors (Supplier's Bank)

.....

Date.....

.....

.....

Address:

.....

Annexure-16



NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned the Successful bidder,

_____, having our principal place of business/ registered office at _____, hereinafter referred to as the **SUCCESSFUL BIDDER**, are desirous of bidding for Bid No. _____ dated _____ covering

Request for Proposals for _____

Project of Insurance Institute of India , Ref : _____
(hereinafter called the said 'Bid') **to the Insurance**

Institute of India, "G"Block, Plot No. C-46, Near American Consulate, Bandra Kurla Complex, Bandra (East) ,Mumbai - 400 051, hereinafter referred to as Institute and ,

WHEREAS, the Successful bidder is aware and confirms that the Institute's business/ operations information, Application/software, hardware, business data, architecture schematics, designs, storage, media and other information / documents made available by Institute in the Bid documents during the bidding. Process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to Institute, NOW THEREFORE, in consideration of the foregoing, the Successful bidder agrees to all of the following conditions, in order to induce Institute to grant the Successful bidder specific access to Institute's confidential information, property, information systems, network, databases and other data.

IT IS HEREBY AGREED AS UNDER:

a) The Successful bidder agrees to hold in trust any confidential information received by the Successful bidder, as part of the Biding process or otherwise, and the Successful bidder shall maintain Strictest of confidence in respect of such confidential information. The Successful bidder also agrees:

(i) To maintain and use the confidential information only for the purposes of bidding for this Bid and thereafter only as permitted herein;

(ii) To only make copies as specifically authorized by the prior written consent of Institute and with the same confidential or proprietary notices as may be printed or displayed on the original;

(iii) To restrict access and disclosure of confidential information to such of their employees, agents, consultants and representatives strictly on a "need to know" basis, to maintain confidentiality of the confidential information disclosed to them in accordance with this clause; and

(iv) To treat confidential information as confidential unless and until Institute notifies the Successful bidder of release of its obligations in relation to the said confidential information.

b) Confidential information does not include information which:

(i) The Successful bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

(ii) Is independently developed by the Successful bidder without breach of conditions under this Bid;

(iii) Information in the public domain as a matter of law;

(iv) Is received from a third party not subject to the obligation of confidentiality with respect to such information;

(v) Is released from confidentiality with the written consent of Institute.

The Successful bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Successful bidder.

c) Notwithstanding the foregoing, the Successful bidder acknowledges that the nature of activities to be



performed as part of the Bidding process or thereafter may require the Successful bidder's personnel to be present on premises of Institute or may require the Successful bidder's personnel to have access to software, hardware, computer networks, databases and storage media of Institute while on or off premises of Institute. It is understood that it would be impractical for Institute to monitor all information made available to the Successful bidder's personnel under such Circumstances and to provide notice to the Successful bidder of the confidentiality of all such information. Therefore, the Successful bidder agrees that any technical or business or other information of Institute that the Successful bidder's personnel, representative or agents acquire while on Institute premises, or through access to Institute computer systems or databases while on or off Institute premises, shall be deemed confidential information.

d) Confidential information shall at all times remain the sole and exclusive property of Institute. Upon completion of the Bidding process and/or termination of the contract, confidential information shall be returned to Institute or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of Institute. Nothing contained herein shall in any manner impair rights of Institute in respect of the confidential information.

e) In the event that the Successful bidder hereto becomes legally compelled to disclose any confidential information, the Successful bidder shall give sufficient notice to Institute to enable Institute to prevent or minimize to the extent possible, such disclosure. The Successful bidder shall not disclose to a third party any confidential information or the contents of this Bid without the prior written consent of Institute. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Successful bidder applies to its own similar confidential information but in no event less than reasonable care.

f) The obligations herein shall survive the completion or cancellation of the Bidding process.

For and on behalf of: _____ (The SUCCESSFUL BIDDER)

Authorised Signatory

Name: _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____