



भारतीय दिवाला और शोधन अक्षमता बोर्ड  
**Insolvency and Bankruptcy Board of India**

7<sup>th</sup> Floor, Mayur Bhawan  
Shankar Market,  
Connaught Place,  
New Delhi- 110001

**REQUEST FOR PROPOSAL FOR ADMINISTRATION OF  
ONLINE LIMITED INSOLVENCY EXAMINATION**

**Closing date & time: 23 Feb 2021, 14:00 hrs**

ESTT-15/1/2021-IBBI

Dated: 29<sup>th</sup> January, 2021

Name of bidder: \_\_\_\_\_

Address of the bidder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This document contains 44 pages including the cover page. Please check that all the pages are intact in the document.

### **CHECK LIST FOR BIDDERS / APPLICANTS.**

1. The bidder should ensure that all pages of this, request for proposal (RFP) document are duly signed by the authorised signatory as a token of acceptance of all terms and conditions by the bidder. Any other documents and papers submitted in this RFP should also be signed by the authorised signatory under his signature with official seal wherever applicable.
2. The following documents form part of the RFP and should be submitted with RFP:

Sl. No.	Details of documents to be submitted	Documents submitted	
		(Yes / No)	Page No. at which Document Attached
1.	The RFP document can be downloaded from Insolvency and Bankruptcy Board of India website <a href="https://ibbi.gov.in/">https://ibbi.gov.in/</a>		
2.	EMD of Rs. 5,00,000/- (Rs. Five Lakh) in the form of a Demand Draft /Bank Guarantee issued by any nationalised or scheduled bank in favour of Insolvency and Bankruptcy Board of India, payable at New Delhi		
3	Bid document duly filled in and signed by tenderer or his/their authorised representative along with seal on each page		
4	Certificate of Incorporation/ Registration		
5	A copy of PAN Card/ GIR Number		
6	Copies of I.T. returns for FY 2016-17, 2017-18 & 2018-19		
7	Attested copy of LST/CST/Service Tax/GST Registration number, if applicable		
8	Attested copy of Articles of Association and Memorandum of Association in case of a company		
9	Attested copy from chartered accountant for turnover details of previous 3 financial years (2016-17, 2017-18 & 2018-19) (along with copies of balance sheets filed with the Registrar of Companies in case of a company)		
10	General power of attorney in favour of the signatory signing the RFP documents.		
11	Financial bid as per format in a separate sealed envelope		
12	Bid Form, duly filled in, as per section VI		
13	Annexure I Compliance report w.r.t. scope of work		
14	Annexure II Details of bidder		
15	Annexure III Qualification criteria		
16	Annexure V Indemnification bond		

## TABLE OF CONTENTS

<b>TITLE</b>	<b>SECTION</b>	<b>PAGES</b>
Notice inviting tender	Section I	4-5
Instructions to bidders	Section II	6-15
General (commercial) conditions of contract	Section III	16-21
Special conditions of the contract	Section IV	22-24
Scope of work	Section V	25-29
Bid form	Section VI	30
Financial bid	Section VII	31
Bid security form	Section VIII	32
Performance security guarantee bond	Section IX	33-34
Agreement	Section X	35-36
Letter of authorization for attending bid opening	Section XI	37
Compliance report w.r.t. scope of work	Annexure-I	38
Particulars of the bidder	Annexure-II	39
Qualifying criteria	Annexure-III	40-41
Format –A	Annexure -IV	42
Indemnification bond	Annexure – V	43
Declaration	Annexure – VI	44

## SECTION-I

### NOTICE INVITING TENDER

RFP NO. ESTT-15/1/2021-IBBI

Dated: 29<sup>th</sup> January 2021

Insolvency and Bankruptcy Board of India (IBBI), a statutory body under the Ministry of Corporate Affairs, invites completed sealed bids (sealing through PVC tapes/wax) for selection of “Service Provider” for administration of online Limited Insolvency Examination (along with various related activities mentioned in this RFP).

#### Eligibility requirements for the service provider

1. A single legal entity duly registered in India fulfilling the following criteria are eligible to apply:
  - i. **Turn over:** - The bidder should have annual turnover of Rs. 15 crore or more from the business of conducting computer-based examination during each of the last 3 financial years (2016-17, 2017-18 & 2018-19) as per audited Profit and Loss account.
  - ii. **Experience:** -
    - a. The bidder should have proven experience of at least 10 years.
    - b. The bidder should have successfully executed computer based online exams with Government Departments/Autonomous Bodies/PSUs/Public Service Commission’s/Other agencies in the field of computer-based examination in India, with a minimum of 25,000 or more candidates scheduled/appeared in a year in the last 3 years for certification. (Other agencies mean statutory bodies and all bodies having ownership and / or control under Central / State Govt.).
  - iii. The bidder should meet qualifying criteria as per Annexure III.
  - iv. The proposal to be submitted must be signed by each authorized representative of the bidder.
  - v. Bid security /EMD to be submitted, will be Rs. 5,00,000/- (Rs. Five lakh) in the form of a Demand Draft /Bank Guarantee issued by any nationalised or scheduled bank in favour of Insolvency and Bankruptcy Board of India, payable at New Delhi.
2. The bid document should be downloaded from the website <https://ibbi.gov.in/>.
3. **Submission of RFP:** The duly completed sealed (packing PVC tape/sealing wax) bid documents shall be submitted to the undersigned at 7<sup>th</sup> Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001 as per detailed instructions given in the bid document, either in person or by Registered AD, **so as to reach us by 14:00 hrs on or**

**before 23 Feb 2021.** This office is not responsible for delay, if any, in transit. No claims on this account shall be entertained.

4. **Opening of bid:** Bid shall be opened in the Conference room, 7<sup>th</sup> Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001 in the presence of bidders / authorized representatives of the bidders who wish to be present on **at 15:00 hrs on 23 Feb 2021.**
5. The details of terms and conditions are given in bid document. The right to accept or reject the whole or part thereof of any bid document without assigning any reason whatsoever is reserved with the Insolvency and Bankruptcy Board of India, New Delhi.

(Keshav Kumar Giridhari)  
Deputy General Manager  
7<sup>th</sup> Floor, Mayur Bhawan  
Shankar Market, Connaught Place  
New Delhi-110001

## SECTION II

### INSTRUCTIONS TO BIDDERS

#### A. INTRODUCTION

1. Section 196(1)(d) and (e) of the Insolvency and Bankruptcy Code, 2016 (**Code**) vests with the Insolvency and Bankruptcy Board of India (**IBBI**) powers to specify by regulations, standards for the functioning of Insolvency Professionals (**IP**) and the minimum curriculum for the examination for the registration of IPs with IBBI and enrolment as members of the Insolvency Professional Agency.
2. Regulation 3(2) of Insolvency and Bankruptcy Board of India (Insolvency Professional) Regulations, 2016 notified on 23<sup>rd</sup> November 2018 confers that the IBBI shall either on its own or through a designated agency, conduct a Limited Insolvency Examination to test the knowledge and application of knowledge of individuals in the areas of insolvency, bankruptcy and allied subjects.
3. IBBI, a statutory body established in accordance with the Code, shall be conducting the Limited Insolvency Examination for individuals, who possess the requisite qualifications and experience as specified in the said Regulations, to test their professional knowledge, skills, values and ethics in respect of IP. IBBI shall also prescribe the syllabus, format and frequency of Limited Insolvency Examination.

#### PROJECT BACKGROUND

IBBI intends to implement a system that will test the professional knowledge, skills, values and ethics in respect of insolvency profession certification process. The system shall mainly comprise the following activities:

- Readiness of server
- Readiness of centers for computer-based exam
- Conduct computer-based exam
- Preparation/compilation of result
- MIS/customised report generation

#### 1. DEFINITIONS

- a. **“IBBI”** means the Insolvency and Bankruptcy Board of India established under Section 186 of the Code.
- b. **“The bidder”** means the single legal entity (through its authorised representative) which participates in the tender and submits its bid.
- c. **“The services”** means all activities related to conduct and performance of contractual obligations under the contract.
- d. **“The work order”** means the order placed by IBBI on the service provider, including all attachments and appendices thereto and all documents incorporated by reference therein. The work order shall be deemed as “contract” appearing in the document.

- e. **“The contract price”** means the price due to the Service Provider, under the work order for the full and proper performance of its contractual obligations.
- f. **“Contract”** means, documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the IBBI and the bidder, together with the documents referred to therein including instructions issued from time to time by IBBI, and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- g. **“Acceptance”** is a process of accepting satisfactory services rendered by the service provider by IBBI.

## **2. ELIGIBLE BIDDERS**

2.1 A single legal entity duly registered in India fulfilling the following criteria are eligible to apply:

a. **Turn over:** - The bidder should have annual turnover of Rs. 15 crore or more from the business of conducting computer-based examination during each of the last 3 financial years (2016-17, 2017-18 & 2018-19) as per audited Profit and Loss account.

b. **Experience:** -

i. The bidder should have proven experience of at least 10 years.

ii. The bidder should have successfully executed computer based online exams with Government Departments/Autonomous Bodies/PSUs/Public Service Commission's/Other agencies in the field of computer-based examination in India, with a minimum of 25,000 or more candidates scheduled/appeared in a year in the last 3 years for certification. (Other agencies mean statutory bodies and all bodies having ownership and / or control under Central / State Govt.).

c. The bidder should meet qualifying criteria as per Annexure III.

d. The proposal to be submitted must be signed by each authorized representative of the bidder.

e. Bid security /EMD to be submitted, will be Rs. 5,00,000/- (Rs. Five lakh) in the form of a Demand Draft /Bank Guarantee issued by any nationalised or scheduled bank in favour of Insolvency and Bankruptcy Board of India, payable at New Delhi.

## **B. BID DOCUMENTS**

### **3. COST OF BIDDING**

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by IBBI to facilitate the evaluation process,

and in negotiating a definitive contract or all such activities related to the bid process. IBBI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 4. DOCUMENTS REQUIRED

- 41 The services required to be rendered; bidding procedures and contract terms and conditions are prescribed in the bid document. The bid document include:
- a) Notice inviting tender - Section I
  - b) Instructions to bidders - Section II
  - c) General (commercial) conditions of contract - Section III
  - d) Special conditions of the contract - Section IV
  - e) Scope of work - Section V
  - f) Bid form - Section VI
  - g) Financial bid- Section VII
  - h) Bid security form - Section VIII
  - i) Performance security guarantee bond - Section IX
  - j) Agreement - Section X
  - k) Letter of authorization for attending bid opening - Section XI
  - l) Compliance report w.r.t. scope of work - Annexure-I
  - m) Particulars of the bidder - Annexure-II
  - n) Qualifying criteria - Annexure-III
- 42 The bidder is expected to examine all instructions, forms, terms and specifications in the bid document. Failure to furnish all information required as per the bid documents or submission of the bids not substantially responsive to the bid documents in every respect will be at the bidder's risk and shall result in rejection of the bid.

#### 5. CLARIFICATION OF BID DOCUMENTS

- 51 A prospective bidder, requiring any clarification on the bid document shall notify IBBI in writing or by e-mail at Insolvency and Bankruptcy Board of India, in mailing address indicated in the invitation of bid. The queries should necessarily be submitted in the following format:

S. No	Page number	Bid document reference number	Content of bid document for clarification	Points of clarification

- 52 IBBI shall not be responsible for ensuring that the bidders' queries have been received by it. **Any requests for clarifications received later than 12:00 hrs on 15 Feb 2021 will not be entertained.**
- 53 IBBI will hold a **pre-bid meeting with prospective bidders on 16 Feb 2021 at 14:30 hrs** at 7<sup>th</sup> Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001. The corrigendum/addendum (if any) & clarifications to the queries from all bidders will be posted

on the IBBI website by **18 Feb 2021**.

- 54 Any clarification issued by IBBI in response to query raised by prospective bidders shall form an integral part of bid document and it may amount to an amendment of relevant clauses of the bid document.

## **6. AMENDMENT OF BID DOCUMENTS**

- 61 At any time, prior to the date of submission of bids, IBBI may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify bid document by amendments or cancel the bid process.
- 62 The amendments shall be notified on IBBI website and these amendments will be binding on them. The bidder is not supposed to change any clause in bid document downloaded from website. However, the printed version of bid document available along with amendments (if any) issued by IBBI will be applicable to all bidders in case of any discrepancies.
- 63 In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, IBBI may, at its discretion, extend the deadline for the submission of bids suitably.

## **C. PREPARATION OF BIDS**

### **7. DOCUMENTS COMPRISING THE BID**

**The bid prepared by the bidder shall comprise the following components:**

- a. Documentary evidence established in accordance with the clause 2 & 10, that the bidder is eligible to bid and is qualified to execute the contract if the bid is accepted.
- b. Bid security furnished in accordance with clause 12.
- c. A bid form and financial bid completed in accordance with clause 8 & 9.
- d. Clause by clause compliance, as per Annexure-I.

### **8. BID FORM**

The bidder shall complete the bid form and appropriate price schedule furnished in the bid document, indicating the details of services and descriptions thereof as per Section VI.

### **9. BID PRICES**

- 91 Rates shall be quoted on “per enrolment” basis and shall include all incidentals thereof as per price schedule given in Section VII. The offer shall be in Indian Rupees. No foreign exchange will be paid/ made available by IBBI.
- 92 Prices indicated in the price schedule shall be entered as basic unit price i.e., ‘rates/charge per enrolment’. Taxes shall be quoted separately.
- 93 A bid submitted with a price quotation in any format other than prescribed will be treated as non-responsive and be rejected.

## **10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION**

The bidder shall furnish as part of the bid document establishing the bidders' eligibility, the following documents or whichever is required as per terms and conditions of bid document.

- 101 The RFP document downloaded from Insolvency and Bankruptcy Board of India website.
- 102 EMD/bid security in accordance with clause no. 12.
- 103 Bid document duly filled in and signed by bidder (through authorised representative) along with seal on each page.
- 104 Certificate of Incorporation/ Registration.
- 105 Attested copy of PAN/GIR Number.
- 106 Copies of the I.T. returns for 2016-17, 2017-18 & 2018-19.
- 107 Attested copy of LST/CST/Service TAX/GST Registration number, if applicable.
- 108 Attested copy of Memorandum of Association and Articles of Association, in case of a company.
- 109 Attested copy from chartered accountant of turn over details for the years 2016-17, 2017-18 & 2018-19 (P&L Account) (along with copies of balance sheets filed with the Registrar of Companies, in case of a company).
- 1010 General power of attorney in favour of the signatory signing the RFP documents.
- 1011 Financial bid as per format in a separate sealed envelope.
- 1012 Bid Form, duly filled in, as per section VI.
- 1013 Annexure I - Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. A bid without clause-by-clause compliance of terms and conditions shall not be considered.
- 1014 Annexure-II - (Tenderer's profile, duly filled in).
- 1015 Annexure-III - (Qualification criteria) is enclosed.
- 1016 Annexure -V - An undertaking to the effect that bidder shall itself, as desired by IBBI, use only authorized activities for IBBI work and shall indemnify IBBI for any loss or damage and including litigation, if any, which may arise due to IBBI activities.
- 1017 Any other document as required as per Clause 2 & 7 and any other clause of the bid document.

## **11. PROPOSED SERVICES TO BE RENDERED**

The system shall mainly comprise of the following activities with any other related activities:

- 11.1 Readiness of server.
- 11.2 Readiness of centers for computer-based exam.
- 11.3 Conduct computer-based exam.
- 11.4 Preparation/compilation of result.
- 11.5 MIS/customised report generation.

## **12. BID SECURITY**

- 12.1 The bidder shall furnish, as part of his bid, a bid security (EMD) for an amount of Rs. 5,00,000/- (Rs. Five lakh). No interest shall be paid by IBBI on the bid security for any

period, whatsoever.

- 122 The bid security is required to protect IBBI against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 12.7.
- 123 Bid security shall be paid in the form of Crossed Demand Draft issued by any nationalised or scheduled bank in favour of Insolvency and Bankruptcy Board of India, payable at New Delhi, / Bank Guarantee in the prescribed format in section VIII.
- 124 A bid not secured in accordance with para 12.1 & 12.3 shall be rejected by IBBI as nonresponsive at the bid opening stage and returned to the bidder unopened.
- 125 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 15 days after the expiry of the period of the bid validity prescribed by IBBI pursuant to clause 13.
- 126 The successful bidder's bid security will compulsorily be converted to part performance security deposit in accordance with clause 26.
- 127 The bid security may be forfeited:
- (a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form.
  - Or
  - (b) If the bidder makes any modifications in the terms and conditions of the tender before acceptance of the tender.
  - Or
  - (c) In the case of successful bidder, if the bidder fails to sign the contract in accordance with clause 26.
- 128 In the above cases (12.7 (a), 12.7 (b) & 12.7 (c), the bidder will not be eligible to participate in the tender for same item for three years from the date of issue of letter of intent. The bidder will not approach the court against the decision of IBBI in this regard.

### **13. PERIOD OF VALIDITY OF BIDS**

- 131 Bid shall remain valid for 90 days after the date of opening of bids prescribed by IBBI. A bid valid for a shorter period shall be rejected by IBBI as nonresponsive.
- 132 In exceptional circumstances, IBBI may request consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided as per Clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. A bidder accepting the request and granting extension will not be permitted to modify his bid.

### **14. FORMAT AND SIGNING OF BIDS**

- 141 The bid shall be typed or printed, and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. Bid submitted shall be sealed properly.
- 142 The bid shall contain no interlineations, erasures or overwriting except as necessary to

correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

#### **D. SUBMISSION OF BIDS**

##### **15. SEALING AND MARKING OF BIDS**

Interested bidders may submit the sealed bid in four envelopes as detailed below:

- 15.1 Sealed envelope I - shall contain the original of the bid duly marked “ORIGINAL”, “**Technical bid for providing online Limited Insolvency Examination administration services**”.
- 15.2 Sealed envelope II - bid security as mentioned in Clause 12, Section II above & super scribed as “**Tender for providing online Limited Insolvency Examination administration services**”, “**Bid security**”.
- 15.3 Sealed envelope III - financial bid as per Section VII. (Duly signed by authorized representative of bidder with seal) & super scribed as “**Financial bid for providing online Limited Insolvency Examination administration services**”.
- 15.4 Sealed envelope IV to contain all the above three envelopes & super scribed as “**Tender for providing online Limited Insolvency Examination administration services**”.
- 15.5 The name and address of the bidder should be mentioned on each envelope.
- 15.6 The proposal should be filled by the bidder in English language only.

##### **16. SUBMISSION OF BIDS**

- 16.1 The duly completed sealed (packing PVC tape/sealing wax) bid documents shall be submitted to Deputy General Manager, 7<sup>th</sup> Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001 as per detailed instructions given in the bid document, either in person or by Registered AD, to reach latest **by 14:00 hrs on or before 23 Feb 2021.** This office is not responsible for delay if any in transit. No claims on this account shall be entertained. Tenders received after due date and time shall not be entertained.
- 16.2 IBBI shall at its discretion, extend this deadline for submission of bids by amending the bid document in accordance with clause 6 in which case all rights and obligations of IBBI and bidder previously subject to the deadline will thereafter be subjected to the deadline as extended.

##### **17. LATE BIDS**

Any bid received by IBBI after the deadline for submission of bids prescribed by IBBI pursuant to clause 16, shall be rejected and returned unopened to the bidder. It is the sole responsibility of the bidder that he should ensure timely submission of the tender.

##### **18. MODIFICATION AND WITHDRAWAL OF BIDS**

- 18.1 The bidder may withdraw his bid after submission provided that the written notice of the withdrawal is received by IBBI prior to the deadline prescribed for submission of bids.

- 182 The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by email but followed by the signed confirmation copy by post, so as to reach this office not later than the deadline for submission of bids.
- 183 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

## **E. BID OPENING AND EVALUATION**

### **19. OPENING OF BIDS**

- 191 The IBBI shall open the bids in the presence of bidders or authorised representatives who choose to attend, at **15:00 hrs. on 23 Feb 2021**. The bidder's representative who are present, shall sign an attendance register. The bidder shall provide an authority letter to this effect before they are allowed to participate in the bid submit opening (Format given at Section XI).
- 192 A maximum of two representatives for any bidder shall be authorised and permitted to attend the bid opening.
- 193 The Bids shall be opened in the following manner:
- 19.3.1 The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received, the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all the bids with date.
- 19.3.2 The envelopes containing the tender offer and not properly sealed, as required vide para 15 shall not be opened and shall be rejected outright. Closing the cover by gum will not be treated as sealed cover. The reasons for not opening such tender offers shall be recorded on the face of the envelope and all the members of bid opening committee shall initial with date.
- 19.3.3 First the outer envelope containing the three envelopes be opened. The bid opening committee shall initial on all three envelopes with date.
- 19.3.4 Among these three envelopes, the envelope marked "**Bid security**" shall be opened first and examined.
- 19.3.5 The bidders who have submitted proper bid security as per tender document, their "**Qualifying bid**"/ "**Technical bid**" shall be opened and papers / documents submitted by the bidder shall be examined and recorded by the tender opening committee (TOC). After opening the qualifying bid, all the documents contained therein shall be serially numbered and signed by the bid opening committee members.
- 19.3.6 After recording of the "**Qualifying Bid**"/ "**Technical Bid**", the TOC will place all the Financial bids submitted by the bidder in an envelope and will seal it with a wax for keeping in safe custody.
- 194 The Financial bid shall be opened in the following manner:
- 19.4.1 The envelope marked "**Financial bid**", will be opened only for qualified tenders in "**Qualifying bid**"/ "**Technical bid**".

19.4.2 The date and time of opening of "Financial bid" shall be conveyed to all the bidders through email who have qualified in Qualifying Bid and their representative shall be allowed to attend the financial bid opening.

19.4.3 After opening the "Financial bid" the bidder's name, bid prices, modifications, bid withdrawals and such other details as IBBI, at its discretion, may consider appropriate; will be announced at the opening.

19.4.4 In case there is discrepancy in figures and words in the quote; the same shall be announced in the bid opening, but the quote in words shall prevail.

## **20. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of Technical bids, IBBI may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

## **21. SELECTION PROCEDURE**

- 21.1 IBBI shall constitute a Tender Evaluation Committee (TEC) to evaluate the responses of the bidders. The Committee on the basis of eligibility and qualifying criteria will undertake an initial screening and compilation of all the applications. The bidders, not meeting the eligibility requirement and barred by any government, will be summarily rejected.
- 21.2 The TEC constituted by IBBI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- 21.3 Each of the responses shall be evaluated as per the criteria specified in this RFP. The decision of IBBI in regard to evaluation and selection shall be FINAL and binding on the bidder.
- 21.4 IBBI reserves the right to reject any application for any reason, without liability, the information provided by the bidder/ gathered by IBBI shall become IBBI's property even if application is rejected and can be used by IBBI in any manner, if deem fit.
- 21.5 The "Financial bid" of only those bidders would be opened whose technical bid has been approved by the Competent Authority of IBBI after detailed examination of technical bid strictly as per the scope of work, technical capability of the bidders and compliance to the Qualification/criteria.
- 21.6 Financial evaluation and identification of L-1 bidder would be based on rate per candidate per enrolment basis only.

## **22. CONTACTING IBBI**

- 22.1 Subject to Clause 20 no bidder shall try to influence IBBI on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 22.2 Any effort by a bidder to influence IBBI during bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

## **23. AWARD OF CONTRACT**

- 23.1 IBBI shall consider award of contract only to those eligible bidders whose offers have been found technically, commercially and financially acceptable and evaluated as the most suitable.
- 23.2 Award of work shall be considered on the basis of requirement as assessed by IBBI at a later date. Mere empanelment does not confer automatic rights to any bidder, to service work/ job.
- 23.3 Selected bidder will have to enter into an agreement with IBBI.
- 23.4 The work against the tender is for two year's requirement and the terms and conditions of this tender shall be operative for a period of two year from the date of signing of agreement between IBBI and the bidder. The contract is extendable up to a period of another two years under same terms & conditions mutually agreed upon.

## **24. IBBI's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

IBBI reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of IBBI's action.

## **25. ISSUE OF ADVANCE ORDER/ LETTER OF INTENT**

- 25.1 The issue of a letter of intent shall constitute the intention of IBBI to enter into contract with the bidder.
- 25.2 The bidder shall within 5 days of issue of the letter of intent, give his acceptance along with performance security (if BG is submitted for EMD) in conformity with section IX provided with the bid document.

## **26. SIGNING OF AGREEMENT**

- 26.1 The signing of agreement shall constitute the award of contract on the bidder. The agreement with the successful bidder shall be signed by IBBI within a week of submission of his acceptance.
- 26.2 As soon as the tender is approved by the competent authority, the bid security deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by IBBI till the completion of contract period. No interest will be payable on such deposit.

## **27. ANNULMENT OF AWARD:**

Failure of the successful bidder to comply with the requirement of clause 25 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event, IBBI may make the award to any other bidder at its discretion or call for new bids.

## **SECTION III**

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

#### **1. APPLICATION**

The general conditions shall apply in contract made by IBBI for the services.

#### **2. STANDARDS**

Bidder, selected for appointment shall abide by all relevant rules & regulations of the government as issued from time to time, shall keep IBBI informed about any change in their status etc.

#### **3. PATENT RIGHTS**

All rights for reproduction, editing and future use for the computer-based examination activities shall be with IBBI unless otherwise stated explicitly and agreed by IBBI at the time of accepting the proposal. The bidder shall indemnify IBBI against any third-party claims of infringement of patent, copyright, trademark or industrial design, intellectual property rights arising from use of any design/model if any under the scope of contract.

#### **4. PERFORMANCE SECURITY**

- 4.1 The bid security deposited by the successful bidder shall be compulsorily converted into the performance security deposit, which will be held by IBBI till the completion of contract period.
- 4.2 The bidder shall also deposit Rs. Ten lakh as performance security in the form of Bank Guarantee / Fixed Deposit.
- 4.3 If the bidder fails or neglects any of the bid obligations under the contract it shall be lawful for IBBI to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 4.4 For every re-examination to be conducted at any center/venue due to any reason attributable to the bidder, the cost of re-examination and any other liability will be borne by the service provider.
- 4.5 The performance security deposit will be discharged by IBBI after completion of bidder's obligations under the contract provided there are no recoveries to be made arising out of poor quality of work, incomplete work and/or violation of any terms and conditions of the contract as stipulated in the bid document or shall be extended suitably in event of extension of period of contract or till all obligations under the contract has been satisfied.
- 4.6 No interest will be paid to the successful bidder on the performance security deposit.

## **5. INSPECTION AND TESTS**

- 5.1 IBBI or its representative shall have right to enquire/inspect the method of services by bidder.
- 5.2 Should any inspection point out to the need of improvement, the alteration necessary to improve shall be incorporated free of cost to IBBI.
- 5.3 Nothing in clause 5 shall in any way release the bidder, from any obligations under this contract.
- 5.4 If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfil the requirements of the contract, IBBI shall give the bidder, notice setting forth details of such shortcomings or failure and the bidder, shall make or alter the same to make it comply with the requirements of the contract forthwith. These replacements shall be made by the bidder, free of all charges. Should it fail to do so within this time, IBBI reserves the discretion to reject and replace at the cost of the whole or any portion of service as the case may be, which is un-satisfactory or fails to fulfil the requirements of the contract. The cost of any such replacement made by IBBI shall be deducted from the amount payable.

## **6. AUDIT AND TECHNICAL EXAMINATION**

IBBI shall have the right to cause an audit and technical examination of the work and the final bills of the bidder including all supporting vouchers, abstract etc. to be made after settlement of the final bill and if as a result of such audit and technical examination any sum is found to have been retained unduly in respect of any work done by the contractor under the contract or any work claimed by him to have been done by him under the contract and found not to have been executed, the contractor shall be liable to refund the amount so retained and it shall be lawful for the IBBI to recover the amount from the bidder.

## **7. PAYMENT TERMS**

- 7.1 The payment will be made in Indian Rupees only. The mode of payment shall be subject to submission of pre-receipt invoice/bills in duplicate on monthly basis. Bidder shall facilitate the collection of enrolment fee by IBBI through its payment gateway.
- 7.2 IBBI shall decide the enrolment fee for the examination from time to time. The vendor shall help collect the enrolment fee through payment gateway of IBBI. The bidder shall be paid monthly only the contracted charges per enrolment basis as quoted by the bidder in the financial bid.
- 7.3 **Third party work compensation**  
The bidder shall be fully responsible for all claims made by the third party and shall also be responsible for all expenses incurred by IBBI in any litigation initiated by any third party.

## **8. PRICES**

- 8.1 Prices charged by the bidder for the services performed under the contract shall not be higher than the price quoted by the bidder in his bid.
- 8.2 Prices will be fixed at the time of issue of work order which will be valid for the duration of contract including extension if any and as per taxes and statutory duties applicable at that time.
- 8.3 The bidder shall quote any taxes separately as applicable.

## **9. CHANGES IN WORK ORDERS**

- 9.1 IBBI may, at any time, by a written order given to a bidder, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.
- 9.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the bidder, for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order. However, the decision of the IBBI on the issue would be final and binding on the bidder.

## **10. SUB-CONTRACTS**

- 10.1 Any tie-up by the bidder with other agencies shall be subject to Clause 14 (b) of section IV – ‘Special conditions of the contract’.
- 10.2 In such cases the bidder shall notify IBBI in writing of all collaborations made with such other agencies registered in India to render any services under this contract by submitting terms and conditions and MoU made with the said agency on or before the due date of submitting the bid document.

## **11. DELAYS / DEFICIENCIES IN THE BIDDER’S PERFORMANCE**

- 11.1 Delivery of service and performance of the services shall be made by the bidder, in accordance with the time schedule specified by IBBI in its work order. It also covers Saturday/Sunday and other holidays where IBBI may require services. In case the work is not completed in the stipulated delivery period, as indicated in the Work Order. The IBBI reserves the right to cancel/pre-maturely closing the work order and also to get the balance work done by an appropriate agency at the exclusive risk and cost of the defaulting bidder.
- 11.2 Delay by the bidder, in the performance of its delivery obligations shall render the bidder, liable to any or all of the following sanctions, forfeiture of its performance security, imposition of liquidated damages, and/or termination of the contract for default.
- 11.3 If at any time during the performance of the contract, the bidder, or subcontractor(s)

should encounter condition impeding timely delivery of the goods and performance of service, the bidder, shall promptly notify to IBBI in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the bidder's notice, IBBI shall evaluate the situation and may at its discretion extend the period for performance of the contract.

11.4 If the works/services are not completed in the extended delivery period, the work order shall be short closed, and the performance securities shall be forfeited.

11.5 IBBI will review the performance of the bidder quarterly and if the performance is found wanting or if there is any breach of conditions of the contract, then the contract will be liable to be terminated. The decision of IBBI will be final and binding on all concerned parties.

## **12. LIQUIDATED DAMAGES**

12.1 The timely rendering of fault free services as stipulated in section V of the NIT is the essence of the contract. Extension of the time period for any or all the deliverables in the contract is not to be granted except in circumstances adjudged by the IBBI to be beyond control. In case the vendor is deficient in delivery of services or any part thereof as per terms of the contract without the prior written consent of IBBI, IBBI will have right to recover liquidated damages as per clause 12 of the NIT.

12.2 a) In case of any kind of fault or break in service of any live node/terminal during the computer-based examination, in addition to any other penalty, IBBI reserves the right to impose penalty at Rs. 1000 per such node/terminal.

b) In case the bidder fails to fulfil the obligations as per the terms and conditions of the contract, the IBBI may impose penalty to the extent of 100% of the total payment due for that computer-based examination. In addition, the performance security may also be forfeited.

c) If the bidder fails to complete any part/ entire work/service(s) before the completion date or the extended date or if the bidder repudiates the contract before completion of the services, IBBI may without prejudice to any other right or remedy available to IBBI as under the contract recover from the bidder, as ascertained and agreed liquidated damages and not by way of penalty:

(i) IBBI may recover from the bidder, a sum equivalent Rs. 2 lakh for delay in completion of implementation the service(s) for each week of delay beyond the scheduled completion date or part thereof, subject to a maximum of Rs.40 lakh.

(ii) IBBI may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes IBBI right to claim such amount against bidder's bank guarantee or which may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the contract/agreement.

### **13. FORCE MAJEURE**

- 13.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of IBBI as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.
- 13.2 Provided, also that if the contract is terminated under this clause, IBBI shall take over from the bidder all unused, undamaged and acceptable materials which may be in possession of the bidder at the time of such termination or such portion thereof as IBBI may deem fit. No charges shall be payable by IBBI for such materials.

### **14. TERMINATION FOR DEFAULT**

- 14.1 IBBI may, without prejudice to any other remedy for breach of contract, send to the bidder written notice of default.
- 14.2 If the bidder, fails to make good the defaults as mentioned in the clause 14.1 of the notice, IBBI will have right to terminate the contract in whole or in part.
- 14.3 In the event IBBI terminates the contract in whole or in part pursuant to para 14.1 IBBI may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the bidder, shall be liable to IBBI for any excess cost for such similar services. However, the bidder, shall continue the performance of the said contract in this regard and to the extent of services not terminated therein.

### **15. TERMINATION FOR INSOLVENCY**

IBBI may at any time terminate the Contract by giving written notice to the bidder without compensation to the bidder, in case the bidder, becomes bankrupt or otherwise insolvent as declared by a competent court. Such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to IBBI.

## **16. ARBITRATION**

- 16.1 In case of any dispute arising between the parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Chairperson, Insolvency and Bankruptcy Board of India, for adjudication. The decision of Chairperson will be final and binding to both the parties. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- 16.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- 16.3 The venue of the arbitration proceeding shall be the office of IBBI, New Delhi or such other places as the arbitrator may decide.
- 16.4 The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

## **17. SET OFF**

Any sum of money due and payable to the bidder (including security deposit refundable to him) under this contract may be appropriated by IBBI or the Govt. or any other person or persons contracting through the Govt. of India and set off the same against any claim of IBBI or Govt. or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with IBBI or Government or such other person or persons contracting through Government of India.

**18.** The bidder, shall fully indemnify, defend and hold IBBI harmless from and against all claims, liabilities, losses or damages, recoveries, proceeding, judgments, costs, charges and expenses which may be made or brought or commenced against IBBI or which IBBI may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the bidder, or its agents, employees, officers or any matters arising upon or by virtues of this contract.

## SECTION IV

### **SPECIAL CONDITIONS OF THE CONTRACT**

1. The special conditions of the contract shall supplement the Instructions to bidders as contained in Section II and General conditions of contract as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. (a) The bank guarantee for bid security as prescribed in clauses 12.1 & 12.3, Section II of the bid document shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per format given in Section VIII on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its Telephone number and FAX number.  
(b) In case the bidder has submitted bank guarantee for bid security, the bidder will ensure that the issuing bank will send a direct copy to IBBI by Registered Post / Speed Post confirming the issuance of bank guarantee.  
(c) In case where the documents of bid security are not submitted in the manner prescribed under clause 2(a) above, cover containing the technical and financial offers shall be rejected and returned to the bidder unopened.
3. IBBI reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient grounds.
4. It shall be obligatory on the part of bidder to share all the sources in respect of providing computer based Limited Insolvency Examination administration services and any other item, which is not proprietary of the bidder.
5. IBBI will not be liable for any financial/ legal liability.
  - i) From any other persons from whom the material/ services realized through by the bidder.
  - ii) From any person, model, authority from whom the bidder, procured and lodged the materials or other services as desired by IBBI.
6. The bidder has to arrange demonstration of the services to be supplied at his own cost.
7. The successful bidder would be required to commence the online examination within 7 days of award of work.
8. The successful bidder will be responsible for providing secure systems. The successful bidder should adhere to information security management procedures as per acceptable standards with best practices.
9. The bidder shall be responsible for guarding the systems against virus, malware, spyware and spam infections using the latest antivirus which include anti-malware, anti-spyware and anti-spam solution for the entire system.

10. The bidder shall have to maintain strict privacy and confidentiality of all the data it gets access to during the course of performance of the contract.
11. IBBI may perform an infrastructure compliance review to verify the conformity of the Infrastructure (both IT, non-IT & network infrastructure) provided by the bidder against the requirements provided in the RFP and/or as proposed in the proposal submitted by the bidder. However, the bidder would be responsible for continuous compliance of the norms.
12. The service provider will be responsible for arranging the equipment (hardware, software etc.) in perfect working condition and will have to post adequate number of trained personnel for the conduct of Limited Insolvency Examination.
13. Interface software for providing final data in required format will have to be developed and implemented by the bidder as per requirement of IBBI.
14. Keeping in view that the work involved is confidential and sensitive in nature, service provider has to ensure the following:
  - (a) It shall not divulge any details, whatsoever, pertaining to the computer-based examination to anyone including any other agency(ies) / authority(ies) without prior written permission of IBBI.
  - (b) Bidder shall not sub-contract the main operational aspects such as design and secure deployment of question paper and other core activities and shall be solely responsible for the safe and smooth conduct of examination. However, if so required, the bidder may have tie-ups with other agencies for arranging necessary infrastructure.
15. **PERIOD OF CONTRACT:** The initial contract shall be for two year (unless terminated otherwise). However, the contract may be extended for further two years with mutual consent on same terms and conditions.
16. A List of Government Departments/Autonomous Bodies/ PSUs/ Public Service Commission's/ Other agencies where the bidder has done or is doing the similar work should be submitted along with tender. Copies of Work orders along with work completion certificate of such Government Departments/ PSU/ Autonomous Bodies/ Public Service Commission/other agencies. Other agencies include statutory bodies and all bodies having ownership and / or control under Central / State Government.
17. Details regarding the deliverables as understood by the bidder w.r.t. the scope of work along with details of infrastructure at each tentative venue as envisaged by the bidder.
18. Certificate by the authorized signatory that all the terms & conditions of the bid and Scope of Work are acceptable to the bidder.
19. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Examination Process. Notwithstanding anything

to the contrary contained in this RFP, IBBI shall be at liberty to reject the proposal without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Examination. In such an event, IBBI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security or performance security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Board for, *inter alia*, time, cost and effort of the Board, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal. “Corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Examination (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IBBI who is or has been associated in any manner, directly or indirectly with the selection process or the letter of intent or has dealt with matters concerning the agreement or arising there from, before or after the execution thereof.

20. The bidder should not be barred from any Government Department for undertaking such on-line examinations.

## SECTION V

### SCOPE OF WORK

- 11 IBBI intends to select a bidder to implement an online computer-based examination system at various locations, covering tier 1 and tier 2 cities across India.
- 12 Bidder has to develop an online portal for candidate registration. All candidates are required to register on online portal. After successful registration, candidates will apply for enrolment based on availability at available center. At the time of enrolment bidder shall facilitate collection of fee as decided by IBBI from time-to-time from candidates using payment gateway of IBBI. The fees shall be collected by the vendor only at the time of enrolment without holding any excess payment from the candidate. The Bidder shall not collect any other fee, including fees/charges for registration, from candidates. IBBI reserves the right to put any conditions for enrolment regarding age or qualification of candidates, number of attempts, minimum time gap between attempts etc. The bidder shall be paid monthly only the contracted charges per enrolment as quoted by the bidder in the financial bid.
- 13 The selected bidder shall be responsible for:
  - (a) Identification and preparation of test centers across India.
  - (b) Preparation of question bank on the basis of questions provided by IBBI in mutually agreed format.
  - (c) Verification of candidates for impersonation.
  - (d) Invigilation /recording of each test center.
  - (e) Conduct the computer-based examinations.
  - (f) Setting up of help desk.
  - (g) Post exam services.
- 14 The bidder must schedule the examination for candidates as per their choice. The bidder shall also be responsible for handling any requests for re-scheduling.
- 15 The bidder must also ensure that such candidates, as may be prohibited by IBBI from time to time, do not make any enrolments for such durations as may be specified.
- 16 The bidder shall have a designated email address for handling requests related to examination. However, the email shall be distinct without having any resemblance to IBBI email ids.
- 17 Refunds, if any, to be made to candidates shall be handled by the bidder. A report of such refunds shall be provided to IBBI from time to time.

#### **2. Identification and preparation of test centers across India:**

- 2.1 The selected bidder shall be responsible for identification, preparation and manage the test centers as per the guidelines of IBBI. The key responsibilities of selected bidder are as under:
  - i. The examination shall be conducted nationwide in multiple shifts per day for a duration

- of 2 hours each.
- ii. The examination shall be held daily (minimum 300 days a year at 100 centers across India subject to at least one test centre in every state and Union Territory). The bidder shall submit a list of centers by the time registration is open and keep IBBI informed in case the list is changed. The number of operational centers shall be more than 75 at all times.
  - iii. Bidder shall provide facility for prior multiple mock tests on the website for registered candidates to acquaint themselves with the interface and pattern before the examination. Such mock tests shall be made available 7 days before commencement of examination. The mock test should be on the template of main exam to be conducted.

### **3. Infrastructure & facilities at test centers:**

- 3.1 Bidder shall be responsible to provide complete infrastructure including:
  - i. Preparation of examination center with hardware, software, server, internet and LAN connectivity etc.
  - ii. Computer (terminal) with adequate and appropriate configuration. The hardware, software provided should match with the test application requirements.
  - iii. Fool proof data security and data transfer, right to access to data base server should not be with anyone locally at examcenter.
  - iv. Detailed audit of infrastructure such as desktop/LAN/basic amenities etc.
  - v. Provisions for data backup and disaster recovery.
  - vi. Ensuring that all the terminals and the servers including backups should be free from cyber security risks.
  - vii. Providing manuals to test centers for secured conduct of examination and exception handling/emergency procedures.
  - viii. Ensure proper gate management.
  - ix. Ensure that each candidate is frisked before entry to the examination hall and no electronic device or gadget is taken inside the hall. The bidder would be fully responsible for any consequences including costs if any, arising out of the same.
  - x. Ensure proper proctoring of examination hall.
  - xi. Desks should be partitioned such a way that the computer screen of one candidate is not visible to others.
  - xii. The test centers should have basic facilities e.g. tables, chairs, adequate supply of drinking water, clean toilets etc., and proper security at the test centers. Proper facility for persons with disability (PwD) to take the examination should be made available.
- 3.2 IBBI may appoint its invigilators/observers to any test centers along with the bidder's supervisors/staff, and such invigilators/observers have to be provided full details available at the examination center. IBBI reserves the right to appoint such invigilators/observers to conduct surprise visits of test centers without prior intimation to the bidder.

#### **4. Question bank and dispatch of question papers:**

- (a) Bidder will have to adhere to the Standard Operating Procedure (SOP) laid down by IBBI for all pre and post exam activities.
- (b) IBBI would provide the question bank and at all times, the question bank shall be IBBI's property and the bidder shall not use the question bank for any other purpose other than authorized by IBBI.
- (c) The bidder will have to provide an IT system, that draws a unique question paper from the question bank with the logic provided by IBBI.
- (d) The bidder would be responsible for providing requisite user-friendly software and methodology. This software will have to be installed by the bidder in a secured computer system/Server.
- (e) The software should have facility to shuffle the questions as well as answer options in the question paper presented to the candidates.
- (f) The software shall be capable of presenting multiple-choice questions to candidates. There must be provision of placing comprehension, any picture, mathematical formula before presenting/as part of question(s).
- (g) Question bank, to be deployed through the exam software, will be shared by IBBI with bidder 7 days before commencement of examination.
- (h) IBBI may at its discretion, add or remove questions to/from the question bank, or replace the question bank altogether any number of times. Such instruction for modification of question bank shall be executed by vendor within 3 working days, without any additional payment.

#### **5. Capturing biometric and photograph of candidates during registration**

- 5.1 Bidder shall verify the identity of candidates and ensure that only the candidates enrolled appears in the examination.
- 5.2 Identification of candidates appearing for the exam shall be made through admit card and photo ID.
- 5.3 For checking impersonation, the bidder will have to display candidates' personal details such as Roll No. and Name including photo on the screen of the terminal during the exam period.
- 5.4 The left thumb impression and signature of the candidate shall be taken alongside the attendance sheet.

#### **6. Recording of each exam lab**

Bidder will have to make arrangement for continuous monitoring and recording of candidates' activities at each venue by CCTV surveillance and preserve it for a period of one month from the date of the examination.

## **7. Conduct of the computer-based exam:**

- i. Bidder shall provide adequate mechanism to securely transfer question sets for upload at central server and secure link to transfer the question papers at test centers.
- ii. Minimum 128-bits encryption should be applied to the data that is transmitted over the internet.
- iii. The application should auto save the responses of the candidate once responded (candidate should not have to click or perform any action during the course of the examination to save his/her responses).
- iv. There should be no human intervention for generation and allocation of test papers.
- v. The Examination shall be computer based with the questions being provided onscreen with multiple choice answers.
- vi. Computer based exam software should support standard features such as automatic calculation of test score, negative marking, time left, flag questions for review, navigation to unanswered questions and prompt for submission.
- vii. During the test, access to all possible web resources for browsing, chatting etc. should be blocked from the computers of the candidate as well as any other computer peripherals such as printers. Functions like Copy–Paste, print screen etc. should also be disabled.
- viii. Audit trail of exam activity should be recorded and should be available to the IBBI on demand.
- ix. Bidder should provide reports to IBBI to view the test progress.
- x. Bidder shall transfer the entire data of exam immediately after completion of exam to central server, and no trail be left at the test center.
- xi. Bidder shall provide facility to view the question wise details such as the question, answers marked by candidates, correct answer to the question etc. when required by IBBI.
- xii. Bidder shall be responsible for designing and for developing various modules required and for providing requisite user-friendly software/application and methodology. The bidder shall provide proper facility to persons with disability (PwD) candidates.
- xiii. The bidder shall take all steps to prevent leakage of question papers.
- xiv. Bidder shall adhere to all necessary security compliances like encryption of question papers, encrypted communication/data transfer, password protection and accessibility by authorized officers etc.
- xv. The server and examination data shall remain in India at all times.

## **8. Post exam services**

### **The bidder shall fulfil the following requirements for post exam services:**

- i. Transmit the daily summary of examination over email including List of present/ appeared, did not appear, fail and pass candidates to the IBBI on next working day.
- ii. Transmit regarding list of passed candidates on a fortnightly basis.
- iii. Prepare the marksheet of each candidate, in the format given by IBBI, at the test center upon completion of examination, and a copy of print bearing photo of candidate taken

- at the time of examination be given to the candidate.
- iv. Transmit the answer sheet of candidate(s) to IBBI within one working day upon request of IBBI.
  - v. Make available reports as per the format and frequency as required by IBBI.
  - vi. Provide log reports when required by IBBI.
  - vii. Resolve any discrepancy noticed by the IBBI while processing of the result.
  - viii. Set up help desk covering telephonic and web- based support. It shall handle all queries and submit a fortnightly summary to IBBI.
  - ix. The issues regarding content of question bank or policy matters which are beyond information available with the bidder shall be escalated to IBBI by the bidder, and upon receipt of reply from IBBI, response to candidate shall be given by the bidder.
  - x. IBBI reserves the right to alter or modify any of the procedure as per requirement.

**SECTION VI**

RFP No: \_\_\_\_\_

BID FORM

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

To,  
Deputy General Manager,  
Insolvency and Bankruptcy Board of India,  
7<sup>th</sup> Floor, Mayur Bhawan, Shankar Market,  
Connaught Place, New Delhi-110001

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda Nos .....we, undersigned, offer to provide as per clause 11, section II in conformity with the said services to be rendered, conditions of contract and specifications for the rate shown in the financial bid, attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence services within schedule time frame and to complete delivery of all the services specified in the contract as per schedule calculated from the date of issue of your order.
3. If our Bid is accepted, we undertake that EMD/Bid Security deposited shall be compulsorily converted into the performance security deposit in case BG is submitted for EMD, we will obtain the performance guarantees of a Scheduled Bank for a sum Rs. \_\_\_\_\_ for the due performance of the contract.
4. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this .....day of..... 2021

Name and Signature -----

In the capacity of .....

Duly authorized to sign the bid for and on behalf of.....

**SECTION VII**

**Financial Bid**  
(Amount in Rs.)

A. **Rate per enrolment in Rupees:** \_\_\_\_\_ (In figures)

\_\_\_\_\_ (In Words)

B. Taxes. \_\_\_\_\_

1. Price should be written both in figures and words.
2. Rates shall be quoted on “per enrolment basis” and shall include all charges in respect of things mentioned in the paras related to the scope of work including any incidentals thereof.
3. Taxes, if any, shall be quoted separately failing which the quoted rates would be taken as inclusive of taxes and no subsequent request for addition of taxes would be entertained by this office.
4. L-1 bidder will be determined on the basis of lowest **Rate per enrolment exclusive of taxes.**

Dated:

Signature

Name of Bidder

**SECTION -VIII**

**BID SECURITY FORM**

Whereas ..... (hereinafter called “the Bidder”) has submitted its bid dated ..... for Providing Computer Based Examination Administration services for the Insolvency and Bankruptcy Board of India, 7th Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001 vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_ KNOW ALL MEN by these presents that WE ..... OF ..... having our registered office at .....(hereinafter called “the Bank”) are bound unto the Insolvency and Bankruptcy Board of India (hereinafter called “IBBI”) in the sum of Rs. \_\_\_\_\_ for which payment will and truly to be made of the said IBBI, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity.
2. If the Bidder, having been notified of the acceptance of his bid by IBBI during the period of bid validity.
  - (a) Fails or refuses to execute the Contract, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

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

Name & Signature of witness

Signature of the Bank Authority

Name\_\_\_\_\_

Signed in Capacity of\_\_\_\_\_

Full address of Branch Tel No. of Branch

Address of witness

## SECTION -IX

### PERFORMANCE SECURITY GUARANTEE BOND

In consideration of Insolvency and Bankruptcy Board of India (hereinafter called "IBBI") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said contractor(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for Providing Computer Based Examination Administration Services (hereinafter called "the said agreement"), of security deposit for the due fulfilment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to IBBI an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from IBBI, stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by IBBI by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of IBBI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.
3. We undertake to pay to IBBI any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Supplier/ Vendor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s)/Supplier/ Vendor(s) shall have no claim against us for making such payment.
4. We (name of the bank) \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of IBBI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till IBBI certifies that the terms and conditions of the said agreement have been fully or properly carried out by the said contractor(s) and accordingly

discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of 30 months from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank)\_\_\_\_\_ further agree with IBBI that IBBI shall have the fullest liberty without our consent and without affecting in any manner our obligations thereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IBBI against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of IBBI or any indulgence by IBBI to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier/ Vendor(s).
  
7. We (name of the bank)\_\_\_\_\_lastly undertake not to revoke this guarantee during its currency except with the previous consent of IBBI in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_  
(indicate the name of bank)

## SECTION -X AGREEMENT

**The successful bidder shall have to execute the following agreement.**

This agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (Year) \_\_\_\_\_ between \_\_\_\_\_ herein after called "The Contractor" (Which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Insolvency and Bankruptcy Board of India here in after referred to as the "Board", of other part.

Whereas the contractor has offered to enter into contract with the said Board for the execution of work of Providing Computer Based Limited Insolvency Examination Administration Services for the Insolvency and Bankruptcy Board of India, 7th Floor, Mayur Bhawan, Shankar Market, Connaught Place, New Delhi-110001 vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_ and the rates approved by the Board (copy of Rates annexed) have been duly accepted and whereas the necessary security deposits have been/will be furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness, and it is hereby agreed and declared by and between the parties to these presents as follows:

1. The contractor shall, during the period of this contract that is to say from ..... to of work at the rate of Rs. \_\_\_\_\_ (In words) \_\_\_\_\_ per enrolment until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, Providing Computer Based Limited Insolvency Examination Administration Services for the Board, and other associated works as described in RFP No. dated when the Board or any other persons authorized by the Board in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
2. The NIT (notice inviting tender) Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contract" wherever herein used.
3. The contractor hereby declares that nobody connected with or in the employment of the IBBI is not/shall not ever be admitted as partner in the contract.
4. The contractor shall abide by the terms and conditions, rules, guidelines, safety precautions etc. stipulated in the tender document including any correspondence between the contractor and the Board having bearing on execution of work and payments of work to be done under the contract. These will be the terms and conditions for the purpose of this agreement.



**SECTION-XI**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING**

(To reach IBBI before date of bid opening)

To,

Deputy General Manager,  
Insolvency and Bankruptcy Board of India, 7<sup>th</sup> Floor, Mayur Bhawan,  
Shankar Market, Connaught Place, New Delhi-110001

Subject: Authorization for attending bid opening on \_\_\_\_\_ (date) in the tender no \_\_\_\_\_ dated \_\_\_\_\_ for Providing Computer Based Examination Administration Services.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Signature Specimen</b>
<b>I</b>		
<b>II</b>		

Alternate Representative

**Signature of bidder or officer authorized to sign the bid documents on behalf of the bidder.**

A maximum of two representatives for any bidder shall be authorized and permitted to attend the Bid Opening.

## ANNEXURE –I CLAUSE BY CLAUSE COMPLIANCE

We (Name of Bidder) \_\_\_\_\_ hereby furnish the technical compliance report as per RFP as under.

- (a) We confirm the acceptance & understanding of deliverables by the bidder with respect to Scope of Work and other terms and conditions of RFP.
- (b) We confirm that the service provider can conduct Computer Based Test/Exam as per Scope of Work in RFP.
- (c) We undertake to be responsible for complete security of processes, infrastructure, VPN connections, etc. as per the plan drawn in consultation with the IBBI.
- (d) Detailed methodology for Data storage and transfer of data through VPN under secured environment are indicated.
- (e) Detailed methodology for creating Question paper under secured environment are indicated.
- (f) List of test centers is enclosed.
- (g) Detailed activities to be provided w.r.t. Pre-Test activities as defined in Scope of Work, are indicated.
- (h) Detailed methodology for preparation and dispatch of question papers through VPN connectivity w.r.t. Scope of Work, are indicated.
- (i) Detailed methodology to be adopted for carrying out Post-Test processing w.r.t. Scope of Work, are indicated.
- (j) The Service provider will provide all the facilities as per guidelines laid down by the IBBI for PwD candidates.
- (k) The Agency will provide all data of the candidates including audit trail of all activities of candidates to the IBBI on demand.

**Dated:**

**Signature:**

**Bidder's Seal:**

**Name of Bidder:**

## ANNEXURE-II: DETAILS OF BIDDER

(to be submitted by bidder on their letter heads)

- (i) Name of the Bidder,
- (ii) Address of Office at Delhi (if any)
  - Tel. Nos.
  - Mobile No.
  - Fax No.
  - E – mail
- (iii) Full address of the head office (Registered Address)/other offices Tel. Nos.
  - Mobile Fax No.
  - E – mail
- (iv) Year of Establishment
- (v) Legal status of the bidder (Private Ltd./Public Ltd.)
- (vi) Memorandum of Association and Articles of Association to be submitted.
- (vii) Year-wise financial turnover 2016-17 \_\_\_\_\_; 2017-18 \_\_\_\_\_; 2018-19\_\_\_\_\_.

I/we hereby certify that all the particulars given above are correct and true to the best of my knowledge.

Signature

Full name

Designation

Address

**(Authorized Representative)**

**Note:**

- A.** If needed, the bidder can use separate sheets for explaining the above points.
- B.** IBBI reserves the rights to verify the facts given by the bidder, with the authorities, if so required.

### ANNEXURE -III: QUALIFICATION CRITERIA

S. No.	Criteria	Supporting Document to be submitted	Page no.
1	The bidder should have proven experience of at least 10 years	Certificate of Incorporation/Registration.	
2	The bidder should have average annual turnover of Rs. 15 crore or more from the business of conducting CBT during each of these financial years (2016-17, 2017-18 & 2018-19)	Self – attested copy of Audited Balance Sheet.	
3	The bidder should have successfully executed computer-based exams with Govt. Departments/Autonomous Bodies/PSUs/Public Service Commission's/Other agencies in the field of computer-based examination in India. (The other agencies mean statutory bodies and all bodies having ownership and / or control under Central / State Govt.) in the field of computer-based examination in India. With a total minimum of 25,000 candidates scheduled/appeared in a year in the last 3 Years for certification.	Copy of Workorder/Invoice establishing undertaking the work, or certificate for the effect from the agency for which the work has been undertaken. (To be submitted as per Format-A)	
4	Software for question paper authoring, computer based/online examination, biometric candidate handling, etc. must be owned by the agency or the Agency should have licensed copy of the application.	Declaration on bidder letter head that the agency will make changes in software as per IBBI requirement.	
5	The bidder should not be Blacklisted by any Government department or Semi- government organization, Autonomous Bodies/PSUs/Public Service Commission's/Other agencies in the field of computer-based examination in India. (The other agencies means statutory bodies and all bodies having ownership and/or control under Central/State Govt.) in the field of computer-based examination in India on the day of bidding. (Annexure – VI)	Self – Declaration signed by Authorized signatory	
6	Bidder should have Test Centers (owned) Infrastructure across minimum 100 Indian Cities	Self-declaration on ownership to be submitted along with Centre address	

7	Bidder should have following certificates to ensure Quality and Security in processes is being adhered to: <ul style="list-style-type: none"> <li>- CMMI level 5 Service and Development</li> <li>- ISO 27001</li> <li>- ISO 20000</li> <li>- ISO 9001</li> <li>- CERT-In and STQC</li> </ul>	Copies of all certificates to be submitted clearly showing the validity period and should not have expired	
---	---	--	--

### Annexure -IV Format-A

**Details of successfully executed Computer Based/online Exams in a year in last 3 Years for Government Departments /PSUs/ Autonomous Bodies/ Public Service Commission/other agencies (The other agencies means statutory bodies and all bodies having ownership and / or control under Central / State Govt.)**

**Govt. Departments/PSU/**

<b>S. No.</b>	<b>Name of concerned Govt. Agency/ Department/ Exam Conducting Body</b>	<b>Name of Exam and number of candidates</b>	<b>Relevant Certificates enclosed</b>

**Annexure -V**

(ON THE LETTER HEAD OF THE BIDDER)

To,

Sir,

To the fullest extent of the law, M/s. \_\_\_\_\_ (name of the bidder) shall indemnify, defend and hold harmless INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (IBBI), its officers, employees and agents from and against any and all loss, costs, penalties, fines, damages, claims expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this contract.

\_\_\_\_\_  
\_\_\_\_\_

(To be signed by the authorized representative of the Bidder)

**Annexure -VI**

(ON THE LETTER HEAD OF THE BIDDER)

To

Sir,

I, \_\_\_\_\_ (name) s/o, d/o \_\_\_\_\_ on  
behalf of \_\_\_\_\_ (name of the bidder) hereby affirm and  
declare that \_\_\_\_\_ (name of the bidder) has  
not been black listed / debarred / faced any disciplinary or penal action from any Govt.  
Department.

\_\_\_\_\_  
\_\_\_\_\_

(To be signed by the authorized representative of the Bidder)