

दैनिक जागरण हि.टी  
दिनांक 14.03.2026



संजय गांधी स्नातकोत्तर आयुर्विज्ञान संस्थान, लखनऊ  
**Sanjay Gandhi Postgraduate Institute of Medical Sciences**  
Raebarail Road Lucknow-226014 (U.P.)  
Phones: 0522-2495842, 2494095  
Website: www.sggpi.ac.in

#### EXPRESSION OF INTEREST (EOI)

Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow (hereinafter referred to as the "Institute") is committed to providing efficient, state-of-the-art services for which efficient and skilled manpower having in-depth knowledge of their respective subjects is required.

The Institute offers postgraduate medical training and operates a tertiary-care referral hospital that provides affordable medical care. It caters to patients referred not only from the entire State of Uttar Pradesh and neighbouring States such as Bihar, Madhya Pradesh, Chhattisgarh, Uttarakhand, Odisha, and West Bengal, but also from across India and neighbouring countries including Nepal, Bangladesh, Pakistan, Sri Lanka, Bhutan, and several Middle Eastern countries. The Institute is also emerging as a destination for medical tourism.

This autonomous Institute is a University established by the Government of Uttar Pradesh. Located on a sprawling 550-acre campus, the Institute awards its own degrees, which are duly recognized by the National Medical Commission. It offers DM, MCh, MD, PhD, post-doctoral fellowships and post-doctoral certificate courses, senior residency in various specialties, as well as paramedical and allied health sciences programmes, including College of Nursing courses.

The Institute presently has 275 faculty members across 37 academic departments engaged in teaching, training, patient care and research. To ensure optimal healthcare delivery, non-academic support wings such as paramedical services, hospital services, engineering, and ministerial/secretarial services provide essential inputs to the management of patient-care services.

The Institute is in the process of recruiting various categories of support staff and anticipates receiving approximately 1,00,000 applications for the said examination. To facilitate this, the Institute intends to empanel Government Public Sector Undertakings (PSUs) for providing Online Examination Services (Computer Based Test) for conduct and processing of various examinations.

The Institute hereby invites **EXPRESSION OF INTEREST (EOI)** from interested Government PSUs for empanelment for "Online Examination Services (Computer Based Test): Conduct and Processing of Various Examinations of Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow."

The relevant documents regarding Scope of work are available on the Institute's website [www.sggpims.org.in](http://www.sggpims.org.in).

The interested Government PSUs are required to send their proposals, addressed to the Director, to the Institute through Registered Post/Speed Post/Courier to the following address on or before 25.03.2026, 05:00 PM.

**RSD Cell, Room No. 101, Administrative Block,  
Sanjay Gandhi Postgraduate Institute of Medical Sciences,  
Lucknow 226014, Uttar Pradesh**

The Institute shall not be responsible for any postal delay and will not entertain any proposals received after the prescribed date and time.

Hence, those bidders who have submitted their offer against EOI ref. no. 1/51/Contract Cell/Online Exam. Various Services/2025-26 dated 26.02.2026 need not to submit again.

The proposal so received shall be duly reviewed by the Institute, and invite the suitable Public Sector Undertakings (PSUs) for Power Point presentation on fixed date and time, which will be communicated separately.

**Advt. No. 1/56/Contract Cell/Online Exam, Various Services/2025-26.**

**DIRECTOR**

**EOI No. 1/56/Contract Cell/Online Exam. Various Services/2025-26 dated 14.03.2026 & 1/56/Contract Cell/Online Exam. Various Services/2025-26 dated 15.03.2026**

|  |   |                                     |
|--|---|-------------------------------------|
| Name of PSU  | : |                                     |
| Address of PSU   | : |                                     |
| Authorised Representative/<br>signatory  | : | Name -<br>Mob. No. -<br>E-mail ID - |
| Preamble<br><br>(in max. 500 words)<br>About the PSU's (For<br>Examination related work<br>only) | : |                                     |

Kindly choose the option as per criteria fulfilled by your PSU's (for examination related work only). Attach the relevant document for verification.

**Scoring Model for Empanelment of PSU's**

| Sr. No.      | Criteria   | Select                   | Pg No |
|--------------|--|--------------------------|-------|
| <b>1.1</b>   | <b>Service Provider's IT profile</b><br>Overall IT staff strength ( Project Management/ Development/ Quality Assurance / Implementation/ Operations) |                          |       |
| (a)          | >=250 - 500  | <input type="checkbox"/> |       |
| (b)          | >500 - 1000  | <input type="checkbox"/> |       |
| (c)          | >1000  | <input type="checkbox"/> |       |
| <b>1.2</b>   | <b>Service Provider's Certification</b>  |                          |       |
| <b>1.2.1</b> | <b>CMMi level Development</b>  |                          |       |
| (a)          | CMMi level 3 Development   | <input type="checkbox"/> |       |
| (b)          | CMMi level 4 Development   | <input type="checkbox"/> |       |
| (c)          | CMMi level 5 Development   | <input type="checkbox"/> |       |
| <b>1.2.2</b> | <b>CMMi level Service</b>  |                          |       |
| (a)          | CMMi level 3 Service   | <input type="checkbox"/> |       |
| (b)          | CMMi level 4 Service   | <input type="checkbox"/> |       |
| (c)          | CMMi level 5 Service   | <input type="checkbox"/> |       |
| <b>1.3</b>   | <b>Service Provider's Financial Capability</b><br>Average annual turnover from examination service for the period 2021-22, 2022-23 & 2023-24         |                          |       |
| (a)          | More than 50 CR and Less than 100 Crore INR  | <input type="checkbox"/> |       |
| (b)          | More than 100 CR and Less than 200 Crore INR   | <input type="checkbox"/> |       |
| (c)          | More than 200 Crore INR  | <input type="checkbox"/> |       |

|             |   |                          |  |
|-------------|---|--------------------------|--|
| <b>1.4</b>  | <b>Service Provider's experience in CBT (Work Experience)</b>   |                          |  |
|             | <b>Maximum no of candidates appeared in computer based examination in single shift completed in India in last three year (as on date of bid submission)</b> |                          |  |
| (a)         | 30,000 - 60,000 Candidates  | <input type="checkbox"/> |  |
| (b)         | 60,001 - 1,00,000 Candidates  | <input type="checkbox"/> |  |
| (c)         | > 1,00,000 Candidate  | <input type="checkbox"/> |  |
| <b>1.5</b>  | <b>Service Provider's infrastructure capability</b>   |                          |  |
|             | <b>Primary Data Center with Secondary DC site to be managed by the Service Provider/ group of companies for data Security</b>                               |                          |  |
| (a)         | Tier III DC infrastructure with Secondary DC  | <input type="checkbox"/> |  |
| (b)         | Tier IV DC infrastructure with Secondary tier III DC  | <input type="checkbox"/> |  |
| (c)         | Tier IV DC infrastructure with Secondary tier III DC with Cert-in Certified infrastructure  | <input type="checkbox"/> |  |
| <b>1.6</b>  | <b>Service Provider's software security certification</b>   |                          |  |
|             | <b>Cert-in Certified Solution</b>   |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |
| <b>1.7</b>  | <b>Work done capacity</b>   |                          |  |
| (a)         | Presence in > 25 states of India  | <input type="checkbox"/> |  |
| (b)         | Presence in 10 - 25 states of India   | <input type="checkbox"/> |  |
| (c)         | Presence in < 10 states   | <input type="checkbox"/> |  |
| <b>1.8</b>  | <b>Scanning, Evaluation &amp; Result</b>  |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |
| <b>1.9</b>  | <b>Application/ Software regarding Question Bank development for the Institute</b>  |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |
| <b>1.10</b> | <b>Medical Institution Experience (Exam related work only)</b>  |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |
| <b>1.11</b> | <b>Preparation of Question Paper for Paramedical Staff</b>  |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |
| <b>1.12</b> | <b>Work Experience in Government Organization</b>   |                          |  |
|             | Yes   | <input type="checkbox"/> |  |
|             | No  | <input type="checkbox"/> |  |

Signature :  
(with Official Stamp)

Name of Representative/ signatory :  
Designation :



**Instructions to Agencies**

1. Offer have to be submitted through Registered Post/Speed Post/Courier or may be deposited in R.S.D. Cell in Administrative Block of SGPGIMS On Or Before 25<sup>th</sup> of March 2026 (Wednesday) in the prescribed proforma in sealed envelope addressed to DIRECTOR SGPGIMS, LUCKNOW. (ON ENVELOPE CLEARLY MENTION IN CAPITAL LETTERS: "OFFER FOR CBT EXAMINATIONS") All the documents in support of eligibility criteria etc. are also to be provided with the offer documents.
2. The Institute reserves the right to amend or withdraw any of the terms and conditions contained in the Document or to reject any or all offers without assigning any reason. The decision of the Director of the Institute in this regard shall be final and binding on all.
3. The offer is non-transferable.
4. The organization submitting their offer would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the offer.
5. Offer documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the board of directors/ or authorized by a person having authority of the company to delegate and authorize any officer of the company thereof to sign for and on behalf of the company.
6. Only legally authorized person will sign the Agreement.
7. The schedule of rate(s)/fee must be carefully and properly filled in. All rates/fee should be mentioned in words as well as in figures. Please note Corrections and alterations in the Financial offer shall not be allowed.
8. All the pages of the offer documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped and mention the total number of pages on the **Prescribed format Part-A**.
9. All letters posted to the organization on the address given in offer will be considered to have been delivered. Accordingly, it is being advised to write full & correct postal address.
10. The Institute reserves the right to seek clarifications on any documents or any information provided by the organization at the stage of evaluation, however no additional certificate shall be entertained. The clarification shall be provided by the organization at that stage in the affidavit format.



## Instructions

### 1. Instructions for Technical Offer

Organization shall provide the valid documents, certificates and affidavits as listed below with the offer and shall specify the page no., failing which offer will be summarily rejected:-

- (a) Certificate of Turnover for the desired period and amount in the related field/business, issued by Chartered Accountant in the annexed format at **Annexure no. I.**
- (b) self-attested scanned copy of PAN.
- (c) An affidavit duly sworn before a Notary that the firm or company have never been blacklisted (**Annexure -II**).
- (d) An affidavit duly sworn before a Notary that the firm/ Partners/ proprietor/Director of the company have ever been convicted or punished by any Court of Law nor any criminal prosecution/case, involving offences moral turpitude, pending against them wherein a charge sheet has been prepared and filed against them. (**Annexure-III**)
- (e) Self-Declaration to the effect that the rates offered is the lowest rates, or the highest rate (as the case may be), quoted to any Government Institute/Hospital (State/Central) in India. (**Annexure-IV**)
- (f) Self-Attested scanned copy of GST registration Certificate along with number.
- (g) 'Copy of resolutions for authorization of signatory or authorization letter to sign the offer/documents/agreement along with name and designation.'

### 2. Instructions for Financial Offer

Complete the financial offer as per the points given below:-

- (a) quote offer in figures as well as in words the amount offered and in the event of any discrepancy, the amount quoted in word would be taken to be the offered amount.
- (b) Must ensure that the rates are written in such a way that no blank space is there.
- (c) Must clearly specify the GST to be paid extra, failing which price will be taken as basic price excluding GST. GST will not be considered for deciding L-1.

### Check List:

| Sl. No. | Document to be submitted                                | Yes/No | Page Number |
|---------|---|--------|-------------|
| 1.      | Experience and satisfactory work experience certificate |        |             |
| 2.      | CA certificate in the format given at Annexure- I       |        |             |
| 3.      | Self-attested copy of PAN                               |        |             |
| 4.      | Affidavit in the format given at Annexure-II            |        |             |
| 5.      | Affidavit in the format given at Annexure-III           |        |             |
| 6.      | Self-Declaration in the format given at                 |        |             |

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|    |                                      |  |  |
|----|--------------------------------------|--|--|
|    | Annexure-IV                          |  |  |
| 7. | GST registration Certificate         |  |  |
| 8. | Copy of resolutions                  |  |  |
| 9. | Financial Offer in Prescribed Format |  |  |

**SCOPE OF WORK**

1. Scope of work is related to Registration, Conducting and Processing of Online Examinations of SGPGIMS, which contains as under:-
  - (a) There shall be entrance and exit exams for DM, MD, PDCC, M. Ch., B.Sc. (Nursing), M.Sc. (Nursing), B.Sc. (Med Technology) and M.Sc. (Med. Technology) and other courses.
  - (b) Recruitment of Faculty and Non-Faculty posts.
  - (c) The examination shall be conducted in the following manner:
    - (i) M.C.Q. (Multiple Choice Questions)
    - (ii) Online Evaluation of subjective answer sheets (optional -on need basis).
2. The successful Agency shall ensure the following:-

**Deliverables**

The deliverable of the project is the successful Conduct and processing of various examinations of the Institute in online mode (Computer Based Test).

The agency will be responsible for setup and maintenance of command center at Examination Section, SGPGIMS with adequate and technically qualified manpower to successfully execute and monitor the following 03 (three) phases/categories of deliverables as given below:

- PRE- EXAMINATION WORK**
- CONDUCT OF ONLINE EXAMINATION**
- POST- EXAMINATION WORK**

**PHASE/CATEGORY PRE EXAMINATION WORK**

- (a) Designing the online Registration , Examination plan and Examination process under consultation with Examination Section for:
  - Selection of online Examination Centers /Venues
  - Complete Security Management Processes (Physical and Technical for all online examination centers, servers, Desktops, LAN etc)
  - Candidate handling & identification process at Examination Center.
  - Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used at Examination Centers.
  - Other related processes involved for conducting SGPGIMS online exams as required by the Examination Section.
- (b) To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- (c) To provide specifications of Hardware and Software being used at all stages of the

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SGPGIMS online exams at online Examination Centers and Devices and systems being used for authentication and audit trail mechanisms of SGPGIMS online exams.

- (d) To provide consultancy, training and manpower support to handle the entire SGPGIMS online exams project at the Examination Section. The required Hardware, Software, networking shall be installed by agency at Examination Section, SGPGIMS, Lucknow.
- (e) To provide and setup secured software for Authoring and Complete Examination Management Process at Examination Section, SGPGIMS, Lucknow.
- (f) To provide training/ manpower for generation of encrypted confidential data that will be used for test delivery across various centers.
- (g) To provide Online Examination (CBT) delivery software as per customization of the SGPGIMS.
- (h) To identify required secure Test Centers in various cities as per requirement of Examination Section, SGPGIMS after receiving intimation regarding city locations and approximate number of candidates and provide details in writing within a month along with details of the facilities offered at each of center.
- (i) The location of examination centers/venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centers must be accessible by differently abled candidates.
- (j) While providing computers and relevant software with necessary security systems, the agency shall keep in view the requirements of differently abled candidates.
- (k) Each exam center should be of minimum capacity of 160+10% buffer i.e.16 per 160 systems as buffer and total 176 systems for each online examination slot/session (in very exceptional circumstances it may vary).
- (l) At each examination center there should be sufficient no. of **additional switches** that can be used at the time of emergency.
- (m) To ensure that Test Center has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of SGPGIMS online exams.
- (n) To ensure 3 tier Electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for at least 4 hours at each Test Center.
- (o) Minimum one center at each city should be OPH friendly.
- (p) To ensure that sufficient no. of Air conditioners should be available in the examination lab and they should be working properly during the examination.
- (q) To carry out periodic audit at Test Centers for:-
  1. Hardware - Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  2. Software - Operating System, Screen resolution, band width for internet and LAN connectivity, Browser compatibility.
  3. Working conditions of UPS and Generator.
  4. Adequate Air-conditioning in labs.

- (r) To ensure drinking water for candidates (500 ml ISI marked packed water bottle to each candidate during examination.
- (s) Separate toilet facilities for both Boys and Girls, at each floor of examination center.
- (t) To ensure availability of proper security, frisking at the examination centers. Separate frisking facilities for Female candidates. Only Female staff will frisk the female candidates, however, female frisking process should be conducted in three side covered enclosure.
- (u) "Hand Pat Frisking with HHMD (hand held metal detector) would be suffice for frisking however general precautions regarding any pandemic infection need to be followed, if enforced at that time."
- (v) To provide facility of mock test for candidates through website and any support required in this regard is to be provided through call center. Help desk with email and landline no. would be suffice between 9.00 am to 6.00 pm.
- (w) To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall logged in through dummy roll numbers and report shall be submitted to the Examination Section.
- (x) To provide Hardware and Software required to setup SGPGIMS Command Center for Monitoring, Administration and Control of all activities at all stages during Online Exam.
- (y) The agency shall ensure CCTV in each room of exam center, which shall be accessible to control room of SGPGIMS. However, successful agency shall ensure (i) visibility of all the cameras/rooms in control room/rooms, entire path leading from exam center upto gate of gents and ladies toilets (ii) unedited CCTV footage shall be provided by the successful agency to the Institute.
- (z) To ensure biometric capture of candidate before starting of the examination and after each bio-break taken during examination however general precautions regarding any pandemic related issues needs to be followed, if applicable.
- (aa) The various blocks of Exam center to be used for online examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries.
- (bb) The backup server should be properly configured to ensure the redundancy in case the primary server fails.
- (cc) Specification of desktop/laptop must be updated with latest OS and antivirus and no other application apart from exam must be there.
- (dd) Any other work decided by the Examination Section on the basis of requirement of the individual examination.
- (ee) Each examination Center must have facilities of proper security and access control systems including video surveillance etc, to the satisfaction of the Examination Section, SGPGI. This may include, but is not restricted to, using technology for secure access, video surveillance, recording of video surveillance and availability

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of such recording on demand by the Examination Section, SGPGI. It would be desirable to have facilities for keeping belongings of candidates in Examination Center.

**PHASE/CATEGORY II CONDUCT OF ONLINE EXAMINATION**

- (a) Minimum manpower deployment at each examination center must as per following requirement: -

Each Exam Center of capacity of upto 200 including 10% buffer should have the minimum following personnel's to be deployed by the agency.

|                           |   |
|---------------------------|---|
| Test Center Administrator | 1 (One for each center)                           |
| IT Manager                | 1 for each 200 candidates                         |
| Invigilators              | 2 per 24 candidates                               |
| Support Staff             | 2 per 100 candidates<br>(one male and one female) |
| Security Guards           | 4 per 100 candidates<br>(two male and two female) |
| Electrician               | 1 (One for each center)                           |

**Note:**

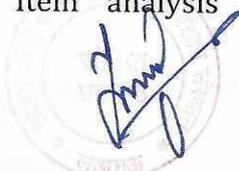
*Above staff should be increased proportionately on the basis of candidates allotted to that center.*

- (b) The Conduct of examination would be multidisciplinary / multiple subject/ multilingual as per scheme of examination. Henceforth the test delivery system should be able to handle this aspect of multidisciplinary / multiple subjects/ multilingual very well.
- (c) Language of question papers shall be Bilingual language of English & Hindi.
- (d) To host the exam and manage the test delivery process through intranet based solution at Examination Centers, the computer systems, servers and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- (e) To securely transmit, download, install and implement confidential data received from Examination Section. The Question Paper installation and implementation shall be as per requirement and instruction of Examination Section, SGPGIMS in real time situation.
- (f) To arrange frisking of candidates at examination center, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of the SGPGIMS.
- (g) To complete registration process of the candidates before start of examination (digital photo, bio-metric finger print etc) and after that allow candidates to appear for test at Examination Centers.
- (h) To arrange/provide adequate displays and required instructions/ information to the candidates appearing for test at Online Examination Centers.
- (i) To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit ability of the assessment process.

- (j) To obtain candidate's feedback through online Feed Back Form, after examination is over.
- (k) Candidate responses to a question paper should be sent back to the central server (Data center) from the server of exam center within one hour from the conclusion of examination in case internet speed is low. However, successful agency shall provide proof in this regard.
- (l) To arrange Video Surveillance at all examination centers. Video Surveillance with recordings has to be submitted after its proper sealing. It would be an compulsory feature and will be utilized as per need of the Examination Cell, SGPGIMS.
- (m) Installation of Jammer in each center.
- (n) 1 No. Landline in each center for communication with every cell to be recorded and recording submitted to SGPGIMS after the exam within 03 days.
- (o) To devise and setup system for monitoring and supervision of Examination Center activities (Center level/ Candidate's level) at designated office.
- (p) To transfer/export the data in encrypted format including raw score data from local server to Central server and vice versa as per the instruction of Examination section, SGPGIMS.
- (q) To provide blank paper sheet/s to the candidates as per requirement.
- (r) Successful agency shall provide unedited PDF/HTML of candidate response sheet, Ink/Digitally signed supplemented by Hard copy at the end of the test to Examination Section, SGPGIMS.
- (s) "Provision of online link where candidates can logon and view his/her response sheet, or emailing of response sheet to candidates within 48 hours of conduction of examination, by the successful agency"
- (t) To send confidential data of examination as per instruction of Examination Section, SGPGIMS.
- (u) Contingency plan for Student management/Shifting in case of any emergency.
- (v) Proper care and handling of all the logistics provided by SGPGIMS for Conduct of Examination.
- (w) Agency shall provide question bank, if Institute desires so, Question bank for the post of Nursing, Technician, Pharmacist, Physiotherapist, Clerical, Stenographers, Data entry operator, Assistant Accountant, Store keeper, Medical Record Technician, Librarian, Jr. Engineers, Liftman, Lineman, Helper, Attendant, Hospital Attendant, Medical Social worker, Assistant Dietician, Receptionist etc. shall be provided by the successful agency.

**PHASE/CATEGORY III POST EXAMINATION WORK**

- (a) To conduct post examination work under the General direction /guidance of the Examination section or equivalent Committee formed at SGPGIMS
- (b) To calculate marks obtained by each candidate as per requirement of Examination Section, SGPGIMS.
- (c) To carry out other works related to post processing of responses & other confidential data and providing data as required by the Examination Section, SGPGIMS.
- (d) To provide Post Examination Analytics Report in the following manner:
  - i) Item analysis of MCQ responses of the candidates (difficulty index and



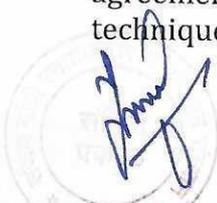
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- discrimination index etc.)
- ii) Student performance Analysis
- (e) To provide Hardware and Software required for Biometric verification of candidates at various stages starting from conduct of examination to final selection of the candidates & Joining.
- (f) Evaluation of online subjective answer sheet must be done by successfully agency and in this regard it was clarified that (i) Internet based online evaluation shall be done by the successful agency, (ii) there shall be no center/nodal place, but shall be done from remote places of the concerned experts/ examiners, (iii) rates for each evaluation answer sheet must be quoted, (iv) subjective exam shall be conducted by Institute.
- (g) To provide documented inputs and support for handling
- ☐ Students queries
  - ☐ Press interaction
  - ☐ RTI queries
  - ☐ Court Cases
- Note:**
- The agency shall have to carry/demonstrate complete System Test Run (STR) with test data to the SGPGIMS before implementation. The agency should also be able to demonstrate click by click audit trail for any type of enquiry.
- (h) Result/ Merit list to be provided in PDF Format and to be accessible to the authorized/ nominated persons as informed by Exam Cell. Result should be password protected and should only be accessible after punching of three separate password (OTP) forward to authorized persons at the time of declassification on their mobiles.
- (i) Result or any other document should bear their signatures and stamp of the agency on each document asked by the exam cell/nodal officer or any person authorized by the Director.
- (j) **Penalty would be imposed on the agency in case of malpractice or involvement of its employees/ persons engaged by it in cheating or any sort of compromise of any exam center. In such a situation the firm/agency will be blacklisting and penalty will also be imposed on it which will include (but not limited to) forfeiture of security money.**
- (k) **In case of any of the acts mentioned in clause (j) or malpractices the entire responsibility will be of the Exam conducting agency. Lodging of FIR would also be responsibility of exam conducting agency.**
- (l) Installation of duplicate server at the exam cell which will record the duplicate logs as being recorded in main server for exam conducting agency will comply and make provision for making good all the requirements in ensuring fair conduct of the exam.
- (m) Mode of Communication with SGPGIMS would be through dedicated mail ids only.

### **Special Terms and Conditions**

#### **Standard of Performance**

The Agency shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Agency shall adhere to professional, engineering and consulting



standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the SGPGIMS. The Agency shall always support and safeguard the legitimate interests of the SGPGIMS, in any dealings with the third party.

The Agency shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.

The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work and Technical Specifications and requirements. The Online Examination Application Software before installation will be subjected to 'Quality Assurance Test' prescribed by the SGPGIMS.

The security of the system should be fool proof and shall be treated as "**not fool proof**", where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor/agency.

The vender/agency shall be liable to pay to the SGPGIMS for any financial losses by way of system and process failure.

#### **Intellectual Property Rights**

No software or services covered by the contract shall be developed, sold, disposed or done by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.

The Agency shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

#### **Governing Language**

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

#### **Consortium**

No consortium will be entertained by SGPGIMS. The agency shall hold the full responsibility of the contract. Any consortium formed by the agency at his end which was formed either to gain entry into the agreement with SGPGIMS or during the project for the execution of the agreement will be at the sole risk and responsibility of the agency and would lead to rejection of tender or termination of contract with penalty.

#### **Prices**

The prices quoted (phase wise) for the items/services shall under no condition change during the period of agreement. The rates should be quoted for Director SGPGIMS.



**Sub contracts**

The Agency shall not subcontract the awarded contract or part thereof without written consent of the SGPGIMS.

**Delays in the Agency's Performance**

Conduct of the examination as per timeline is the main aspect of the work and performance of the Services shall be made by Agency in accordance with the approved time schedule as notified from time to time by the Examination Section, SGPGIMS to the agency and will become the forming part of the Contract Agreement.

The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Agency encounters conditions impeding the timely delivery of the items and the performance of the service, the Agency shall promptly notify to the SGPGIMS in writing the fact of the delay, its likely duration and its cause(s). The SGPGIMS will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Agency's time for execution of said item of work, but in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the SGPGIMS on its own.

Delay on part of the Agency in the performance of its delivery obligations shall render the agency liable to the imposition of penalty unless an extension of time is agreed upon.

**Confidentiality**

The Agency and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the SGPGIMS's business or operations without the prior consent of the SGPGIMS. SGPGIMS also reciprocally agrees with the Agency that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Agency to such of its customers along with the information pertaining to its businesses and the proprietary information of the Agency described herein as "confidential information", belonging to the Agency and which may come into the possession or custody of SGPGIMS in the course of providing services by the Agency hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly (*subject to provisions of the law of the land*).

**Force Majeure**

Notwithstanding anything contained in the Bid Document, the Agency shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not

foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the SGPGIMS, regarding Force Majeure shall be final and binding on the Agency.

If a Force Majeure situation arises, the Agency shall promptly notify to the SGPGIMS in writing, of such conditions and the cause thereof. Unless otherwise directed by the SGPGIMS in writing, the Agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The SGPGIMS may, terminate this agreement by giving a written notice of a minimum 15 days to the Agency, if as a result of Force Majeure; the Agency is unable to perform a material portion of the services for a period of more than 30 days.

### **Responsibilities of the Agency**

The agency shall be responsible for the successful conduct and processing of online examination (Computer Based Test) as per the terms and specification and direction of Examination Section, SGPGIMS.

### **Service Level Agreement**

1. Only legally authorized person will sign the Agreement.
2. The Agency has to maintain a current/saving bank account with any branch of a nationalized/Scheduled bank and intimate the A/C No. to the Finance Department, Nodal Department and Contract Cell of the Institute, within a week of award of tender.
3. **THE SUCCESSFUL AGENCY DELIVERABLES.**
  - (a) The Successful agency shall provide the Services on the day and time as required by the Institute, from time to time.
  - (b) The Services shall be provided only through qualified and experienced personnel for particular service.
  - (c) The Successful agency will issue the identity card to the manpower deployed with name and address of the manpower and employer name printed on the card. Under no circumstances should such identity card carry the name of the Institute, or its logo, in any form.
  - (d) All manpower deployed for the Services shall wear such dress as may be specified by the Institute from time to time.
  - (e) The successful agency shall ensure that there is no disruption of services because of absenteeism of human resource. The Successful agency must have an alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.
4. **Performance Indicator(PI) :**

Performance of the contract would be judged as on overall basis, inter alia taking the following parameters into consideration:-

- (i) Attendance and punctuality of personnel deployed to provide Services.
- (ii) Status and quality of task performed.



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- (iii) Number of breakdowns in the Services.
- (iv) Inter-personal and behavioral problems observed.
- (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the Institute.
- (vi) Complaints received.
- (vii) General opinion/general assessment by any Faculty/ Department/ Committee, constitute for the purpose of monitoring.

**5. RESPONSIBILITIES OF THE SUCCESSFUL AGENCY:**

- (a) The Successful agency shall provide all the Services as provided in Scope of Work. The Successful agency shall provide such Services on all working days/shifts and even on holidays.
- (b) Apart from providing the aforesaid Services, as and when called for the Successful agency shall discharge any other duties, which in the opinion of the Institute are within the SCOPE OF WORK of the Successful agency, and the Successful agency shall carry out such duties with diligence and care.
- (c) The Successful agency shall provide speedy and competent services as per the Industrial standards and shall also deploy the required number of personnel to this effect.
- (d) The manpower deployed by the Successful agency for carrying out the services under the terms of the contract shall be employees of the Successful agency. No relationship of master and servant is created between the deployed manpower and the Institute under this contract. The Successful agency shall be solely responsible for their affairs and will be under mandatory / obligation to comply with the statutory obligations such as EPF, GST, ESIC etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the Institute. In the event any such claims made by the personnel of the Successful agency on the Institute, the Successful agency shall be wholly responsible and Successful agency shall indemnify the Institute against any such claims, either monetary or otherwise. Over and above, as aforesaid, all applicable statutes, will invariably invoke concurrently or prospectively as will be the case, will be borne by Successful agency or the Institute as per the provision of the tax.
- (e) The Successful Agency at all times should indemnify the Institute against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, the Workmen Compensation Act 1923, Industrial Disputes Act 1947, Maternity Benefit Act 1961, Payment of Bonus Act, 1965 or any other law relating thereto and rules made there under from time to time. The Institute will not own any responsibility in this regard.
- (f) Successful agency shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the Successful agency. The Successful agency shall indemnify the Institute from any claims arising out of accidents or mishaps, disabilities of any

nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by Successful agency.

- (g) In case the Successful agency fails in fulfilling the obligations of work/service under the contract, fully and in time, the Institute shall have the absolute right to take up the work at the Successful agency's cost and risk, and recover all such expenses from the amounts due to the Successful agency including their Security Deposit.
- (h) The Successful agency will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/ Services as per direction of the Nodal Officer or by such officer as may be designated by the Institute. The Successful agency is overall responsible for the good conduct and character of the manpower deployed. Successful agency is expected to be duly diligent to carry out background check of every manpower before deploying it with the Institute and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful agency.
- (i) Successful agency will have to abide by the Minimum Wages Act-1948 and all other relevant and applicable statutory labour and other laws, rules and regulations as applicable in the state of Uttar Pradesh. The Successful agency shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services and indemnify the Services under the Agreement to be executed between Institute and Successful agency and shall indemnify the Institute and its officers/employees from any claim or consequences/damages for any lapse or non-compliance thereof. The Successful agency and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Institute as principal employer shall be deducted from the bills of the Successful agency and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Successful agency.
- (j) The Successful agency shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Successful agency shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Nodal Officer. The Successful agency shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Institute shall not be held accountable or responsible under this head with regard to staff on the rolls of the Successful agency in any manner whatsoever.

**6. CONSIDERATION/ COMPENSATION:-**

- (a) The Successful agency would also fully indemnify any legal and financial liability bestowed upon the Institute in respect to the personnel employed/deputed under the Agreement executed between Institute and Successful Agency.



- (b) The Successful Agency shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the Successful Agency. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the Successful Agency. The Successful Agency shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfillment of the terms of the contract. The Successful Agency will make full arrangement and responsible for safety and security of all such staff.
- (c) If at any later date, it is found that the information, documents and certificates submitted by the Successful Agency/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found that any type of liability/ responsibility fixed on the Institute or its employees by any Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Agency/Contractor.

**7. COMPLIANCE OF LABOUR STATUTES:**

- (a) The Successful Agency shall comply with prevailing laws and statutes pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- (b) The Successful Agency shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Agency engages 20 or more personnel in the Institute premises, the Successful Agency shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- (c) It will be the sole responsibility of the Successful Agency to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.

**8. CONTROL & SUPERVISION OF SUCCESSFUL AGENCY'S PERSONNEL:**

- (a) The Successful Agency shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behavior, appearance of the personnel deployed in the Institute's premises.
- (b) In the event of the work carried out by the Successful Agency or its personnel if being not found satisfactory, the Successful Agency upon advice, directions or orders from the Institute shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.
- (c) The Successful Agency shall ensure that the personnel engaged by them shall remain on the premises of the Institute as per timings indicated by the Institute. However, prior permission will have to be obtained by the Successful Agency/its supervisors from the Institute in the event of Successful Agency/its personnel being required to remain on the Institute's premises beyond the aforesaid



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stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

**9. DAMAGES TO PERSON & PROPERTY:**

- (a) The Successful Agency shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The Successful Agency shall submit along with his monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill.
- (b) The Successful Agency shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel deployed by the Successful Agency against any accident or injury etc. suffered by the personnel of Successful Agency during the course of his employment.
- (c) The Successful Agency shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Successful Agency in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.
- (d) The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- (e) If in the course of execution of the contract by the Successful Agency any damage is caused by the Successful Agency or its personnel deployed in the Institute's premises to persons and property of the Institute, the Successful Agency shall be liable for the same and indemnify the Institute against such damages. Successful Agency shall also render all assistance and cooperation to the Institute in the event of any inquiry relating to any accident.
- (f) In case of any lapse, default and negligence, fraud etc. on the part of the Successful Agency or its personnel deployed in the Institute's premises, due to which the Institute suffers any loss, the Successful Agency shall be responsible to indemnify the loss and damages to the Institute. However, Institute will be at liberty to recover such losses from his security deposit and/or other payments due to him.
- (g) The Successful Agency shall indemnify the Institute against any action, proceedings, claims or demands of any persons(s), or its personnel made against the Institute in respect of Services. The Successful Agency shall also indemnify the Institute for any commission or omission or default on the part of the Successful Agency, its personnel or agents which the Institute may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

**10. Miscellaneous Liability/Responsibility:**

- (a) The Successful Agency shall not divulge any information confidential or otherwise, that he may come across. The Successful Agency has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the Successful Agency that such license is valid only



- during the subsistence of the contract and such license shall not be construed to confer any right on the Successful Agency and or for its personnel, including the right to tenancy, sub-tenancy etc.
- (b) In the event of failure to observe this condition, the Institute shall be at liberty to deduct all financial liability arising from such a case, from the dues of the Successful Agency.
  - (c) The Successful Agency and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by the Institute or Nodal officer of the Institute. The Successful Agency on the direction, orders or advice of the Institute will be under mandatory obligation to change the personal immediately.
  - (d) The Director of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Director of Institute, may investigate into any complaint regarding default in terms and conditions of bid/Agreement committed by the Successful Agency.
  - (e) No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the Successful Agency.

**11. LIMITATION OF LIABILITY:**

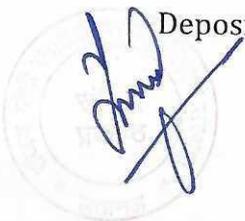
Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and /or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the party has been advised of the possibility of such damages. The total aggregate liability of either party under this agreement shall not exceed the exam value paid to Successful Agency by the customer for the service that give rise to such liability. The limitation on any party's liability herein shall not apply to liability for damages, resulting from (i) the willful misconduct and (ii) breach of the use terms in respect of use of Successful Agency application system, Successful Agency shall not be held liable for any delay or its failure in its obligations, if and to the extend such or failure has resulted from a delay or failure by or on behalf of customer to perform any of customer's obligations.

**12. VALIDITY OF OFFER:**

The initial validity of the offer is 180 days from the date of submission of offer. At the behest of the Institute the Successful Agency shall increase the validity period of his offer subject to a maximum of another 180 days for L1 Agency only (as per Gem Guideline).

**13. COMMENCEMENT OF WORK:**

The Successful Agency is required to sign the Agreement and start the work within seven days from signing of the Agreement. In case it is found that the work has not been taken up within seven days from the date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.



**14. PERIOD OF CONTRACT AND ITS RENEWAL:**

- (a) The life of the contract shall be for a maximum period of 03 (three) years from the date of execution of agreement.
- (b) In the first instance, the contract would be for a period of one year. Thereafter, the contract shall be renewed for further periods of one year each, on the request of the agency, made in writing at least three months before the date of expiry of the period of contract, or the extended period of contract, as the case may be, and upon receipt of satisfactory performance report, on such request and need of the Institute.
- (c) Each renewal of contract shall be made on the same terms and conditions on which the initial agreement has been entered into.
- (d) Subject to other conditions of the contract, the minimum period for the running of the contract is 1 (one) year, during which the successful agency cannot withdraw from its obligations under the contract.
- (e) In all circumstances and eventualities, whether arising out of expiry of the period of contract or its non-renewal or termination or withdrawal, the successful agency shall have to continue the work till such time that a new or alternate arrangement is made by the Institute.

**15. TAXES AND DUTIES:-**

- (a) Statutory levies like Turnover Tax, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the Successful Agency.
- (b) GST and other taxes extra, as applicable from time to time, shall be applied.
- (c) Agency shall ensure depositing of all statutory levies and taxes, including GST in the respective department/authority.

**16. SECURITY DEPOSIT: -**

- (a) The service provider/successful agency shall submit security deposit @ 05% of the Annual Contract Value, having validity of 48 months. The successful agency shall ensure the extension of its validity for further period, if the contract is extended.
- (b) The security deposit may be made in the form of Bank Guarantee of any Scheduled Bank, in favour of 'Director, SGPGIMS, Lucknow'.
- (c) The security deposit shall be released, or refunded, as the case may be, only upon expiry of a period of 12 (Twelve) months after the expiry of the contract or its abandonment or its termination, as the case may be, after adjustment of all dues of the Institute or damages of any kind, if any. The Institute shall be entitled to adjust any and every due amount from the said Security Deposit.
- (d) The security deposit would also stand forfeited, in its entirety, in case the successful agency withdraw in violation of "Period of contract".

**17. NOTICE PERIOD FOR ABANDONMENT OF CONTRACT:-**

- (a) Neither party shall be entitled to withdraw from the contract during initial period of one year.



- (b) After expiry of the initial period of one year, either party shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf.
- (c) Notwithstanding anything contained herein above in clause 17, if the successful agency gives a Three Months Notice of abandonment from the Contract, the Institute endeavor to ensure alternative arrangements. However, even after expiry of Three months Notice, if necessary alternative arrangements could not be made by the Institute, the successful agency shall have to continue to work under Contract till such alternatives arrangements are made by the Institute. In the event of failure to observe this condition, the Institute shall be at liberty to deduct all financial liability arising from such a case, from the dues of the Successful Agency.

**18. TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the successful agency, in a summary proceeding, the Institute may terminate the contract in the event of:-

- (a) Breach of any of the terms and conditions of this contract.
- (b) Any document or information provided by the successful agency, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- (c) The successful agency submitting to the Institute materially false or incorrect reports.
- (d) Interference, in any form, during any inspections by an inspector nominated by the Director.
- (e) The successful agency fails to observe agreed service standards or fails to provide Services in conformity with Institute; instructions or procedures or protocol.
- (f) The presentations and declarations made by the successful agency before entering into the contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- (g) The successful agency goes into liquidation or is wound up or dissolutions proceedings are initiated.
- (h) If liquidator or Receiver is appointed to take possession of undertaking, business or assets of successful agency.
- (i) Changes in the Ownership or Management of the successful agency.

**19. GOVERNING LAW:-**

The Tender/ Contract shall be subject to all the enforceable Indian laws and any dispute(s) arising out of or in connection with tender/ Contract, including, but not limited to, any dispute as to its validity, performance, or termination etc., shall be settled/ tried exclusively by the courts of Lucknow, Uttar Pradesh, India.



**20. ACTS OF GOD & OTHERS:-**

Neither party to the Agreement shall be responsible for any delay in performance of any terms and conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

**21. SETTLEMENT OF DISPUTE AND ARBITRATION:-**

- (a) In the event of any dispute or difference between the parties relating to or concerning the interpretation of the contract, the same shall be settled by the parties, as far as possible, by mutual discussions and consultation between themselves. The dispute shall be so settled only when the same has arisen during the subsistence of the contract. No party shall be allowed to be represented by a legal expert/lawyer during any proceeding of mutual discussion and consultation.
- (b) In the event of any dispute or differences, arising in connection with the contract, whether during the subsistence of the contract which could not be settled in terms of sub-clause (a) hereinabove, OR in the event of any dispute or differences, arising in connection with the contract at any time after the expiry thereof, same shall be referred to the Arbitrator to be appointed within three months of raising of such disputes by the both the parties with the mutual consent or in accordance with the provision of the ARBITRATION AND CONCILIATION ACT, 1996. The place of arbitration shall be Lucknow only.
- (c) The Courts at Lucknow only shall have exclusive jurisdiction.

**22. SPECIAL CONDITION: -**

Notwithstanding anything contained in this bid Document, Special Terms and Conditions shall prevail over the General Terms and Conditions of this bid Document.

**23. STAMP DUTY:-**

Stamp duty leviable on Agreement shall be borne by the Successful agency.



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**ACCEPTANCE**

I ----- son of ----- resident of -----  
-who is Proprietor/Partner/Director of M/s-----  
have read and understood the contents of the terms and conditions of the contract with sound  
mind and without any pressure from any quarter. If any document or information furnished  
with bid is found forged or fabricated at any time, the Institute has full right to Security Deposit  
and cancel the agreement.

I bind myself with terms and conditions of the contract and I am putting my signature  
and seal of the organization, as a token of acceptance to the above.

Signature  
Name  
Designation  
Seal

Date  
Place



**Penalties**

- (a) If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the agency and not in any way attributable to the delay on the part of SGPGIMS, a penalty @ 1.0% of the ordered/bill value of the delayed stage of the item, per day (subjected to maximum 10%) may be imposed and accordingly the time for the next stage be reduced by the SGPGIMS, to account for the delay.
- (b) If the delay adversely affects conduct of examination the security deposit and performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The SGPGIMS may rescind this part of the contract and shall be free to get it done from any other agency at the cost of the Agency.
- (c) If the service providing agency does not provide the Air Conditioning facilities and required numbers of invigilators in labs as well as other facilities mentioned in the tender document at Center/s, the penalty will be imposed to it on the basis of feedback received from the Faculty/representative of SGPGIMS deployed at Examination Center and it may up to 10% of quoting rates (per candidate rate) for each or all deficiency/ies.
- (d) Opportunity of being heard before imposing penalty shall be given to the successful agency.

**PAYMENT**

- (a) The payment shall be made in Indian Rupees and shall be paid in three phases only on successful completion of that phase of work without errors and delays.
- (b) No advance payment shall be made.
- (c) The successful agency/agency has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the agency fails to execute the contract, The SGPGIMS shall have liberty to get it done through any other agency with full cost recoverable from the agency.
- (d) The bill must be submitted in duplicate by the agency/successful agency. Payment shall be made within 30 days.
- (e) Payment shall be made through RTGS after adjusting TDS, penalty and other dues.



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(Annexure - I of Technical Bid)

**CERTIFICATE**

This is to certify that the annual Turnover of M/s .....,PAN No.....,GST No.....,having its office at ..... is in the 'Conducting and Processing of Online Examinations' for the following financial years are as follows:-

| <i>Financial Years</i> | <i>Turnover (in Rs.)</i> |
|------------------------|--------------------------|
| 2021-22                |                          |
| 2022-23                |                          |
| 2023-24                |                          |

**Name, signature and seal of Chartered Accountant**

**Date.....**

**Place.....**



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AFFIDAVIT  
(Notarized)

(on Rs 10.00 Non-judicial Stamp paper)

(Annexure - II of Technical Bid)

I, ----- s/o ----- resident of -----  
Owner/Partner/Proprietor/Director/Chairman of M/s -----  
having its registered office at ----- do hereby solemnly affirm  
and declare the following:

That our firm/organization/company/society namely M/S.....has never been  
blacklisted by any department/organization/Institute/Govt. in the preceding five years.

**Deponent**

Verification

Verified at ----- on the ----- date ----- that the contents of  
the above affidavit are true and correct to the best of my knowledge and belief.



**Deponent**

(Annexure - III of Technical Bid)

**AFFIDAVIT**  
**(Notarized)**

(on Rs 10.00 Non-judicial Stamp paper)

I, ----- s/o ----- resident of -----  
-owner/Partner/Proprietor/Director/Chairman of M/s -----  
having its registered office at ----- do hereby solemnly affirm  
and declare that neither agency nor the firm/ Partners/ proprietor/Director of the company  
has never been convicted or punished by any Hon'ble Court of Law nor any criminal  
prosecution, involving moral turpitude, in which a charge sheet is issued, is pending against  
any of them.

**Deponent**

**Verification**

Verified at ----- on the ----- date ----- that the contents of  
the above affidavit are true and correct to the best of my knowledge and belief.



**Deponent**

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(Annexure IV of Technical Bid)

**SELF DECLARATION FOR LOWEST RATE**

**(on Rs 10.00 Non-judicial Stamp paper)**

I, (Name of the Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that the rates quoted in the Tender is the lowest rates, or the highest rate (as the case may be), quoted to any Government Institute/Hospital (State/Central) in India.

Authorized Signatory

Designation

Seal

Date:

Place:



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**FINANCIAL QUOTATION FORMAT**

| Sl. No. | Phase wise work                              | Rates to be quoted for each candidate in INR (EXCLUDING GST) |                       |            |             |              |                |
|---------|--|--|-----------------------|------------|-------------|--------------|----------------|
|         |  |  | Candidate Volume Slab |            |             |              |                |
|         |  |  | Upto 1000             | 1001-10000 | 10001-50000 | 50001-1 Lakh | 1 Lakh & above |
| 1.      | Pre-examination work (Phase I)               | In figure  |                       |            |             |              |                |
|         |  | In words   |                       |            |             |              |                |
| 2.      | Conduct of Online examination (Phase II)     | In figure  |                       |            |             |              |                |
|         |  | In words   |                       |            |             |              |                |
| 3.      | Post examination work (Phase III)            | In figure  |                       |            |             |              |                |
|         |  | In words   |                       |            |             |              |                |
| 4.      | Online evaluation of subjective answer sheet | In figure  |                       |            |             |              |                |
|         |  | In words   |                       |            |             |              |                |
|         | <b>TOTAL OF 1+2+3+4</b>                      | In figure  |                       |            |             |              |                |
|         |  | In words   |                       |            |             |              |                |

**Terms:- Taxes are extra (as applicable).**

**Taxes and Duties:**

All statutory taxes including GST shall be paid for as per provisions in the respective rules of those Taxes if stipulated so by the statues/Acts.

Signature and Seal of Service Provider