

Request for proposal
For
Selection of Single Solution Provider for the Recruitment of Police
Personnel in Punjab Police Department

Tender Number: 002/Admin/2021



Government of Punjab, Police Department
Chandigarh

Important Dates

S. No.	Particular	Details
1	Start date of download of RFP document	13-03-2021 at 9:00 AM
2	Last date for download of RFP Document	30-03-2021 till 9:00 AM
3	Last date and time for Bid Submission	30-03-2021 till 10:00 AM
4	Date and time of opening of Technical bids	30-03-2021 at 11:00 AM
5	Date of Presentation	To be intimated later
6	Date and time for opening of Commercial bids	To be intimated later

Note: RFP is available for downloading from the following web site portals
<https://eproc.punjab.gov.in> Or www.punjabpolice.gov.in Or www.punjab.gov.in

Abbreviations

CBT	Computer Based Test
CCTV	Closed Circuit Television
CERT	Computer Emergency Response Team
EMD	Earnest Money Deposit
FY	Financial Year
GePNIC	Government eProcurement System of NIC
HHMD	Handheld Metal Detector
INR	Indian Rupees
LAN	Local Area Network
MCQ	Multiple Choice Based Questions
MeitY	Ministry of Electronics and Information Technology
NIC	National Informatics Centre
OMR	Optical Mark Recognition
PBG	Performance Bank Guarantee
PBI	Punjab Bureau of Investigation
PMT	Physical Measurement Test
PoA	Power of Attorney
PST	Physical Screening Test
PSU	Public Sector Unit
QCBS	Quality cum Cost Based Selection
RFID	Radio-Frequency Identification
RFP	Request for Proposal
RTI	Right To Information
SLA	Service Level Agreement
SME	Subject Matter Expert
SoW	Scope of Work

TEC	Technical Evaluation Committee
TL	Team Leader
TS	Technical Services

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RFP Data Sheet

#	Topic	Reference
1	The method of Selection is: QCBS	Section 4.5
2	Scope of Work	Section 2
3	Proposal should be submitted in English Language	Section 3.12.4
4	Taxes: Taxes should be exclusive in Financial Bid	Section 6.17
5	Validity: The Proposal must remain valid for 180 days from the date of submission	Section 3.16
6	Bidders must submit their bids electronically on GePNIC Portal (www.eproc.punjab.gov.in) on or before time mentioned in the table: Important Dates.	Section 3.11
7	RFP Document Fees INR 1,000 (non-refundable)	Section 3.5
8	EMD for an amount of INR 20,000 (INR Twenty Thousand), online through e-procurement portal https://eproc.punjab.gov.in	Section 3.15
9	<p>For any queries regarding the tender, bidder may contact the Nodal Person through email.</p> <p>The details of Nodal Officer are as below:</p> <p style="padding-left: 40px;">DIG, Admin Punjab Police Headquarters 63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009 Phone: 0172-2741649</p> <p>Email: dig.admn.police@punjab.gov.in</p>	-

Disclaimer

- a. The information contained in this Request for Proposal (RFP) document or subsequently provided to bidders, whether verbally or in documentary or any other form by or on behalf of Punjab Police, is provided to bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- b. This document does not constitute an offer or invitation, or solicitation of an offer, nor does this document or anything contained herein, shall form a basis of any agreement or commitment whatsoever.
- c. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized Officers of Punjab Police with the selected bidder.
- d. Punjab Police reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.
- e. The bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required in course of process of bid evaluation.
- f. Punjab Police will not have any liability to any prospective bidder/firm/ or any other person under the law (including without limitation the law of the contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of this assignment, the information and any other information supplied by or on behalf of Punjab Police or their employees, consultant or otherwise arising in any way from the selection process for the assignment. Punjab Police will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon any statements in the RFP.
- g. The information given is not exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Punjab Police accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

1 Introduction

1.1 Background

Punjab Police, the procuring agency for this RFP, intends to adopt transparent and effective technology-based recruitment against various posts in different cadres which requires specific eligibility as well as selection criteria. The recruitment process includes different selection procedures such as OMR based written examination, Computer based Test, Physical Screening Test and Physical Measurement Test which needs to be completed within expected timelines. Punjab Police, being committed towards transparency in governance, aims to pursue best practices for the recruitment and therefore, is looking for a technology support to execute and manage the recruitment process. Punjab Police with this intention, is seeking to onboard an agency to act as a recruitment partner who can provide the required services including technology, infrastructure, manpower and management.

1.2 Objective

This RFP document establishes the fundamental requirements for Automation of recruitment process of the department for entering into a contractual relationship with a qualified bidder entity willing and able to meet the expectations of Punjab Police.

The purpose of this RFP is to select an agency, registered in India, to provide services for recruitment to Punjab Police which includes end to end conduct of OMR as well as Computer Based Examination, IT infrastructure for Physical Assessment, Data Storage and host & maintain website for entire process. The different recruitment boards constituted by the Punjab Police will reserve right to receive services as part of the agreement from the selected bidder as per their requirements on rates discovered through this bidding process. In addition to that prices discovered under this bidding process can be used by other entities of State Govt. for availing similar type of services as part of recruitment process. These rates will be valid for a contract period.

The contract with the selected bidder will be for five (5) years. The details of recruitments to be conducted initially, in first years of the contract, is described in Section 1.5 below.

The detailed scope of work is provided in section 2 of this RFP.

1.3 Request for Proposal (RFP)

Sealed bids are invited from eligible, reputed, qualified bidders as detailed out in Scope of Work under section 2 of this RFP Document.

1.4 Structure of the RFP

In addition to Important dates and Data Sheet, RFP comprises of the following sections:

1. Introduction
2. Scope of work
3. Instruction to the Bidders
4. Evaluation of bid
5. Appointment of Solution Provider
6. General Contract Conditions
7. Service Level Agreements
8. System Acceptance Testing
9. Conflict of Interest
10. Annexures
11. Appendix

The Bidders are expected to examine all instructions, formats, terms, Project requirements and other information in the RFP documents. Failure to furnish all information for submission of proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

1.5 Description of recruitments

The Punjab Police shall be recruiting for the posts of Constable, Head Constable, Sub-Inspector apart from technical and specialized civil staff in five cadres, namely District Police, Armed Police, Technical Services, Intelligence and Punjab Bureau of Investigation.

In view of above, it is decided that

- for the recruitment of posts, having basic qualification (Constables in District Police and Armed Police), the written examination is to be undertaken through OMR, to be followed by a qualifying physical test.
- for the recruitment of posts having higher qualification (Constables in technical services, intelligence, Head Constables in PBI, Sub Inspectors in all cadres and Skilled Civilians in PBI), the written examination is to be undertaken through OMR, to be followed by Computer Based Test (CBT) for assessment of domain knowledge and a qualifying physical test thereafter.

Below is a high-level description of various stages to be undertaken by candidates appearing for various posts:

Posts	Cadre	Online enrolment	Examination		PMT	PST*	DV	Medical
			OMR	CBT				
Sub Inspector	Dist.	✓	✓	✓	✓	✓	✓	✓
	Armed	✓	✓	✓	✓	✓	✓	✓
	Intelligence	✓	✓	✓	✓	✓	✓	✓

Posts	Cadre	Online enrolment	Examination		PMT	PST*	DV	Medical
			OMR	CBT				
	PBI	✓	✓	✓	✓	✓	✓	✓
	TS	✓	✓	✓	✓	✓	✓	✓
Head Constable	PBI	✓	✓	✓	✓	✓	✓	✓
Constable	Dist.	✓	✓	-	✓	✓	✓	✓
	Armed	✓	✓	-	✓	✓	✓	✓
	Intelligence	✓	✓	✓	✓	✓	✓	✓
	PBI	✓	✓	✓	✓	✓	✓	✓
	TS	✓	✓	✓	✓	✓	✓	✓
Specialised Support Staff		✓	✓	✓	✓	✓	✓	✓

**PST will be mix combinations of test of the candidate's strength, stamina and general fitness as applicable to various cadres*

Based on last recruitment conducted by the Punjab Police in 2016, It is estimated that total number of candidates may vary from the range of 12 lakh to 18 lakh for the proposed recruitment under various cadre. Department shall have no encumbrances if the numbers vary from the expected figures.

1.6 Timelines for the recruitment process

- a. Indicative timelines for the recruitments taken place in initial first year of the contract are as follows:

Sr. No.	Activities	Indicative Timelines		Remarks
		District and Armed Cadre Constables	Others	
1.	On boarding of Vendor	T0	T0	T0 is a date of issuance of the work order
2.	Readiness of Portal for Applicant Registration	T0+30 days	T0+30 days	
3.	Advertisement for Recruitment	T0+ 33 days	T0+ 33 days	

Sr. No.	Activities	Indicative Timelines		Remarks
		District and Armed Cadre Constables	Others	
4.	Data collation, assessment, creation of batches and issuance of admit cards	T0+70 days	T0+70 days	Candidate Registration (21 days) Data collation (6 days) and issuance of admit cards (10 days)
5.	Development of question banks and Readiness of examination centres OMR: Printing, secure logistics, delivery and safe storage of question papers CBT: Customization of CBT Software	T0+ 110 days	T0+ 110 days	
6.	OMR based written examination of around 20 lakhs candidates in a batch of 1,00,000: 3 shifts: Around 3,00,000 candidates daily (Approx. 10 days with leave reserves)	T0+120 days	T0 +120 days	
7.	CBT examination of around 6 lakhs candidates in a batch of 6,000: 3 shifts: Around 18,000 candidates daily (Approx. 40 days with leave reserves)	NA	T0 +150 days	Additional 30 days for CBT exam including merit list generation and delivery of admit cards for specialised post
8.	Preparation of Merit list for Physical Assessment	T0+140 days	T0+ 160 days	• Scanning, compilation and

Sr. No.	Activities	Indicative Timelines		Remarks
		District and Armed Cadre Constables	Others	
				logistics involved in case of OMR
9.	PST -PMT for say 1lakh shortlisted candidates. Almost 10,000 candidates go through PST- PMT daily for cumulative of 1 lakh candidates	T0+150 days	T0+170 days	
10.	Document verification, medical, (<i>interview if required</i>) and merit list generation	T0+ 180 days	T0+200 days	

- b. The timelines for the future recruitments will be mutually decided between Punjab Police and the selected bidder as per the requirements of respective recruitment board. The same shall be provided in work order issued to the selected bidder for that particular recruitment.

2 Scope of work

2.1 Broad requirement of the services

The scope of work for the selected bidder will cover following activities:

- a. Designing of format for Online Application Form and Processing and data management
- b. Online Admit Card generation with barcode and hosting
- c. End to end conduct of OMR and CBT examinations.
- d. IT infra and support for Physical Measurement Test (PMT) involving measurement of Height
- e. IT infra and support for Physical Screening Test (PST) involving race timing
- f. CCTV/ Video surveillance for all the events
- g. Biometric verification of candidates at different stages of recruitment

- h. Data handling from start of the application process till Final result declaration, using recruitment software
- i. Result processing and Merit list generation through recruitment software
- j. Email and SMS notifications at various stages as per scope of work
- k. Respond to relevant queries from applicants through helpdesk
- l. Data Storage of recruitment process (candidate data of each stage including PST&PMT measurements, merit list etc) after **three (3) months** post completion of recruitment process viz. completion of medical of selected candidates.

The step wise detailed activities to be covered in Scope of Work are given as below:

2.2 Pre-Examination Phase

2.2.1 Online Application Management

- a. Development, Testing and Deployment of online application form (for candidates)
- b. Candidate registration and submission of online application form. The generated database should include all accurate details entered in the application forms completely.
- c. Managing online (24x7) candidate registration and login for online application submission with data fields & menu options as specified by Punjab Police
- d. Development & maintenance of website for candidate registration and submission of online application form as per requirements of the Punjab Police including portal design, development and maintenance.
- e. An application form for the candidate may be developed for single exam or multiple exams as per the eligibility criteria and the requirement of the recruitment board.
- f. Host secure servers to collect online applications.
- g. Provide SMS & Email services by sending SMS & email to the candidates at every stage of recruitment i.e., starting from Online Application till Interview/DV stage as prescribed by Punjab Police
- h. Carry/ demonstrate complete System Test Run (STR) with test data
- i. Provision to send individual common or customized messages through email and / or SMS to the candidates (either individual /group/s) as required by Punjab Police.
- j. Prepare format of online Admit Card for written examination, and upon approval of Punjab Police, host the e-Admit Cards on the recruitment portal and enable individual candidates to download the admit card
- k. The admit cards along with digitized photograph and bar codes to be generated and made available online for candidates

- I. Assessment of required number of computer systems and servers including accessories in relation to the applications received

2.2.2 Question Paper Creation

- a. The bidder is expected to create 1 primary question paper per shift per day.
- b. Prepare question sets as per the guideline/ syllabus provided by Punjab Police/Recruitment Board
- c. Provide sufficient number of SMEs for content creation.
- d. Type of Questions will be MCQ – Multiple Choice Based Questions
- e. The standard of difficulty level in each question paper would be same across the shifts. Follow best practices/ guidelines while preparing the question paper to ensure consistent difficulty level across the question paper sets
- f. Randomization of questions across all the sets should be ensured i.e. each question in each series should be distributed in a unique manner so that no commonality in position of any question is found across any series.
- g. Each question paper would have 4 sets of question paper (A, B, C, D) with same question but change sequence.
- h. The question paper will be in English and Punjabi language.
- i. The Solution Provider will be responsible for complete security and secrecy of the content.

Specific to CBT Exam

- a. Securely transmit, download, install and implement Question Papers to the examination centres
- b. The Solution Provider should use at least 256 bit encryption for Question paper transfer.
- c. Provide a facility to candidates for static mock link for mock test before /scheduled examination. The same facility should also be available online to be run through web server. The mock test should be a replica of the examination software

Specific to OMR based written Exam

- a. Each question paper should be stapled on left hand side twice and sealed from the right hand side.
- b. Supply of question papers to all the centers as per the count of candidates.
- c. Question paper as designed above should be printed on quality white/off-white paper (thickness – 56 GSM or higher).
- d. OMR answer sheet will be designed Ball point pen markable

- e. Printing of OMR answer sheets will be with provision for carbon copy.
- f. Packing of the printed OMR answer sheets along with the question paper in the same packet.
- g. Delivery of OMR Answer Sheets will be at examination centres.
- h. Provide necessary packing materials for packing of the OMR answer sheets at the examination centre for proper packing and dispatch the same to the scanning centre.
- i. The Solution Provider will be responsible for complete security of the content.

2.2.3 Examination Centre Readiness

- a. Provide adequately trained manpower as per the ratio mentioned below. Each Exam Centre should have the following minimum number of personnel, as described below:
 - i. Exam Centre Administrator – 1
 - ii. IT Manager – 1 per 250 nodes/seats (minimum 1 per centre)
 - iii. Invigilators - 1 per 30 nodes/seats with a minimum of 2 in a room
 - iv. Support Staff - Minimum 1 per 100 students (Suitability need to be justified with centres) and locations
 - v. Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centres)
 - vi. Peons - Minimum 2 per 100 students

The above staff should be increased proportionately on the basis of size of the centre in terms of nodes for exam
- b. Provision for additional equipment and suitable servers for backup and mirror services as per the requirements
- c. Coordinate pre-examination preparation at each venue, which will include
 - briefing to Department representatives
 - putting up signage's at various locations in the exam centre
 - notice boards
 - other administrative arrangements
- d. Ensure for suitable drinking water and separate toilet facilities for both boys and girls at each examination centre
- e. Ensure that no exam to be scheduled/ conducted in the exam centre other than Punjab Police test on the day of exam.

Specific to CBT Exam

- a. Identify required Exam Centres for CBT ensuring that 10% of the systems available as backup per shift

- b. Ensure that all Exam Centres have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examination
- c. Complete Security Management Processes (Physical and Technical for all examination, servers, Desktops, LAN etc)
- d. Strong cyber security system to monitor any attempt using malwares/ software applications to gain unauthorized/ remote access to any server or terminal used for online portal and to ensure that there no leakage of any data at any stage
- e. UPS facilities and Generator facility at each Exam Centre for un-interrupted power

Specific to OMR based written Examination

- a. OMR based written exams to be held in cities prescribed by the respective recruitment board
- b. Recruitment board/Punjab Police to appoint Nodal officers to be stationed at each examination centres

2.3 Conduct of Examination

- a. Processing of online application form with validation of candidates email and mobile number, registration login profiles for candidates and passwords, uploading of candidate photograph, documents & signature screening and consolidation of candidate data using secure database management systems & protocols.
- b. Following activities related to online enrolment:
 - Application receipt status information
 - Handling of duplicate candidates as per the requirements of Punjab Police System should be capable to identify and manage (including filtering, reporting and removing) duplicate candidates based on business rules created as per the requirements of the Punjab Police.
 - Generation of reports
 - Online display of application status with facility for Downloading/Printing of registration status/admit cards
 - Online dispatch of admit cards (as per approved format) to eligible candidates in their registered email ids
- c. Report generations such as Issue of Registration status, Online Admit Card, Rejection Status
- d. Arrange/ provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centres.
- e. Supply report forms which are to be filled by centre in-charge. Supply packing material for the packing of attendance sheets and other materials comprising labelled envelopes for easy handling and administration

- f. Ensure complete biometric registration process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. The biometrics taken at this stage are to be used at later stages of the recruitment process for authentication purposes
- g. Ensure that the signature of the candidate is taken in the attendance sheet and verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card
- h. Orientation to the candidates before exam on the structure of the exam, time limits and guidelines for answering the question papers (10 minutes time to be allotted)
- i. Examination at each venue is to be video graphed using CCTV cameras installed and the video footage of each venue is to be handed over in duplicate to Punjab Police in the form of separate external hard disks in sealed and secure manner.
- j. CCTV camera is to be recorded Exam Center activities from 30 minute before to 1 hour after the examination and cover activities from opening of the question papers till sealing of question papers including distribution, collection etc.
- k. The CCTV footage should be tagged with examination centre along with date and time of exam.
- l. The Bidder should have a contingency plan for Student management/Shifting in case of any emergency.
- m. Availability of 100% error free software for smooth conduct of examination with secured login system
- n. To print attendance sheets for the verification of admit card by invigilator as per requirement of Punjab Police. Arrange the stationery in this regard
- o. Monitor and supervise Exam Centre activities as follows:
 - To setup a control room/command centre in Punjab Police Head Quarters at Chandigarh or at any other place as per discretion of Punjab Police.
 - To provide automated dashboard which includes attendance, status of start and end of exam, capturing of biometric, status of download of question papers, status of transfer of data, sealing of venues, etc.
 - All the hardware to setup a control room/command centre will be provided by the selected bidder only.

2.3.1 OMR based written Examination

- a. Printing of required number of sets of question papers, sealing the question papers in envelopes and securely transporting it in boxes at the exam centres
- b. Handing over the boxes in the exam halls 10 mins prior to the exam and opening the sealed envelopes at the prescribed time

- c. Arranging two sets of question papers and transporting the same at exam centres per day. Decision on the question set to be taken by officials 15 mins prior to the exam.
- d. Provide blank paper sheet(s) to the candidates as per requirement.
- e. Supply report forms which are to be filled by centre in-charge. Supply packing material for the packing of attendance sheets and other materials comprising labelled envelopes for easy handling and administration
- f. Arrange OMR answer sheets printed well in advance. Maintain strict confidentiality and security of the same
- g. Packing of printed OMR answer sheets in tamper and waterproof envelopes with appropriate labelling.
- h. Secured and venue-wise packing of the examination material and delivery at the designated place well in advance.
- i. Room wise attendance sheet with roll number, photograph and signatures of candidate, with provision for pasting of a fresh colour photograph on the attendance sheet
- j. List of candidates with roll number appearing at each examination centre, preparing seating plan, room wise desk slips
- k. Collection of answer sheets from the candidates appeared in examination.
- l. Arrange one original copy and one carbon copy of the OMR sheet for the candidate
- m. Publish the answers to the question papers on the website after consultation with recruitment board/Punjab Police once the results are out
- n. The marks of each candidate are to be embedded automatically (no manual feeding of data) into the individual record of the candidate in the database.
- o. The bidder should also deliver one set of backup question paper per day in case of any eventuality.

2.3.2 Computer based test

- a. Provide physical safety and security of IT infra, required number of servers at all centres for assured performance
- b. Host and manage the examination process through intranet-based solution at Exam Centres
- c. Suitable instructions for answering questions during online test should be provided before start of the examination
- d. Time Synchronization of all machine, server at certain benchmark even database override. Features support no changes by any 3rd party or any tool.
- e. Individual password is to be given to each candidate at the examination centre after the biometric registration process before entering the exam hall

- f. Provide blank paper sheet/s, pen/pencils, erasers, other accessories to the candidates as per requirement. At the end of the exam, transfer/export of candidate response and audit trails on secured channel from local server to Central server of the Solution Provider within 4 hours from each exam centre. Other data such as attendance sheet, fingerprint, seating plan etc. (if any) should be sent to Punjab Police within 7 days of conclusion of each exam shift

2.4 Post Examination Activities

- a. Calculate marks obtained by each candidate as per requirement of the Punjab Police.
- b. Upload the answer key of all the series of question papers on the last day after the last sitting of the examination for the respective posts for the purpose of inviting candidates' queries/ objections for three days
- c. Keep the portal open for 3 days after the examination to receive representation of the candidates in respect of the answer keys. After receipt of the representation of the candidates, the bidder should upload the final answer key within required timelines
- d. Provision for reporting complaints by the candidates in registration portal with regard to their examination result.
- e. Dispose of all the complaints received through website
- f. Ensure Generation of Merit list based on the rules/validation shared by Punjab Police.
- g. Generation of merit list of candidates for each category as per the guidelines of Punjab Police.
- h. The results of written & Computer Based Examination should be compiled by the successful bidder as per the criteria fixed by Punjab Police for Stage II PST and PMT examination.
- i. Preservation of soft copy and transfer the same to Punjab Police after completion of examination process.
- j. Punjab Police reserves the right to appoint/ nominate observers to the examination centres during the conduct of examination.
- k. Provide list of examination centres/ venue details, primary/ contact persons/ contact numbers, details of bidder's coordination and theirs contact numbers etc. to their contact numbers etc. to the controller of examination of the commission
- l. Provide documented inputs and support for handling
 - Candidates queries
 - RTI queries
 - Court Cases

- m. Test Data Archiving: archive the examination data for future references after specified time, as per requirement of Punjab Police
- n. MIS generation/ customized reports: provide adequate information to the Recruitment Board as per the requirement of Punjab Police

Specific to CBT Exam

- a. The candidate's responses, biometric, audit trails are to be uploaded automatically from the local server to the Solution Provider's data centre in a secured manner.
- b. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server
- c. Hand over the raw responses/data to Punjab Police immediately (same day) after the candidate's response upload from local exam server.

Specific to OMR based written exam

- a. Opening of sealed answer sheets and tallying with attendance sheet to ascertain absentee data. A report along with the attendance sheet should be sent to Recruitment Board
- b. If required Double scanning of answer sheets
- c. Identification of double marking and other errors highlighted by OMR machine / scanners.
- d. Answer Database should be compared with correct answers to give the score for each Respondent
- e. Perform manual counter checking of results randomly
- f. Generate checklist of error records and absentees`
- g. Processing of answer sheets:
 - i. Opening, sorting, scanning and processing of answer sheets at the designated place by the Punjab Police's.
 - ii. Scanning of all the collected answer sheets at designated place under the supervision of deputed nodal officer by the recruitment board/Punjab Police. The entire process is to be video graphed
 - iii. The OMR sheets to be double scanned to check mismatches.
 - iv. Arrange all manpower, equipment, hardware, software, and any other material required for these purposes.
 - v. After scanning, handover answer sheets to recruitment board/Punjab Police along with hard & soft copy with matching reference number
 - vi. All answer sheets to be scanned completely in good quality to create PDF image and to store in a soft copy.

- vii. A soft copy of all OMR answer sheets should be provided in duplicate to Punjab Police within 02 weeks of the receipt of answer sheets.
- h. The generated database should include details entered in the answer sheets completely with 100% accuracy. All answer sheets should be evaluated.
- i. Ensuring purity and total data security during and after the process.

2.5 Conducting PST and PMT of shortlisted candidates

- a. Shortlisting of the candidates for the PMT & PST as per the criteria prescribed by recruitment board/Punjab Police.
- b. The PST & PMT to be held decentralized generally at strategic locations covering entire Punjab.
- c. Prepare a calendar for calling candidates as per schedule and location provided by the Punjab Police.
- d. Prepare format of online Admit Card for PMT/PST as approved by Punjab Police.
- e. Deliver admit card to candidates on registered email along with notification through SMS.
- f. Prepare format of online Admit Card for Interviews & DV, and upload the same on the recruitment portal upon approval of Punjab Police
- g. Provide proper authentication process on the recruitment portal for the candidate, only after which the candidate should be allowed to download the admit card
- h. Conduct of PST, PMT examination, as per the requirement and direction of recruitment board/Punjab Police, and data entry for PST and PMT examination and Substance Abuse Test.
- i. Formation of the batches for PST and PMT as follows:
 - i. Maintain a computer system for taking the biometrics and photograph of the candidates appearing for PST / PMT.
 - ii. Biometrics is to be verified with the biometrics taken at the time of conducting Computer Based Examination
 - iii. Maximum of 30 batches (20 candidates maximum in each batch) per day to be conducted at one location
 - iv. Verify the admit cards and fetch the details of candidates upon the screen as confirmed by the representative of the recruitment board/Punjab Police
 - v. Record the biometric fingerprint of each candidate using Biometric Fingerprint device to be installed & maintained by the Solution Provider and to update the details into the central server of the Solution Provider

- vi. Upload the status of the candidate (to be provided by the recruitment board/Punjab Police in agreed format) against performed PST and PMT in its databases in central Server
- j. The readiness of PST & PMT to be ensured by the Solution Provider as follows:
 - i. All necessary hardware (Computers, UPS, Biometric devices) and ensure proper internet connectivity at the PST & PMT venue (as identified and communicated by Punjab Police).
 - ii. Install, manage computer hardware and printer & its peripherals required for PMT & PST and for the same.
 - iii. The Punjab Police is to provide electricity connection at each PMT/PST Venue.
 - iv. Provision for power back such as generator for supply of minimum 10 KVA power (with diesel and manpower).
 - v. Provision for UPS Backup for a period of 10-15 minutes for each computer system till the generator backup kicks in.
 - vi. Deployment, installation and maintenance of sufficient number of CCTV cameras, as discussed and finalized with Punjab Police to cover the entire event of PMT & PST
 - vii. Minimum of 10 cameras (minimum 2 megapixel resolution with high definition resolution and audio record facility) are to be installed at each location and the time and date are to be displayed on all recordings to be synchronized with the system server.
 - viii. Submit the CCTV recordings to the representative of Punjab Police at the end of each day.
 - ix. The CCTV recordings is to be tagged with candidate ID along with time, data and venue.
 - x. Possible to detect any irregularity from these recordings with a facility to search and retrieve the images. In addition, the Solution Provider would be required to deploy two HD quality video cameras at the venues, which can show the video of the entire process of the running test in HD Quality
 - xi. Provide two at least 40" monitors at each venue where the inputs of all the CCTV cameras can be observed/ seen at one location
 - xii. Punjab Police is to provide Table, Chairs, Power lines, running/serial number chest numbers to be worn by candidate, emergency medical care, temporary shelter/ storage space for Solution Provider 's equipment, premises for control room, tentage, Toilets, Water Stations and security at premises.
 - xiii. Punjab Police is to provide security in venue of PST & PMT without being liable for any kind of loss suffered by the Solution Provider

- xiv. Deployment, installation and maintenance of requisite number of computer systems.
- xv. Deployment and installation of central printer with backup printer at each venue.
- k. Physical Measurement Test (PMT):
 - i. Scan the barcode marking on his/her admit card, pull up relevant data of the candidate from the database and issue RFID chips for each chest number. Update details into the candidate's database.
 - ii. Take the printed admit card from the candidate and collect all these for being handed over to Punjab Police at the end of the day.
 - iii. Install & maintain at least four computer systems (with one backup) known as "Height Measurement Counters" to digitize results of height measurement into the database. Provide a Height Scale fixed next to each "Height Measurement Counter".
 - iv. The solution provider should take steps to equip themselves with both mechanical and digital stadiometers properly calibrated from standard suppliers to measure the correct height of candidates exact to the millimetre so that no dispute arises. The solution provider shall also be equipped with Respiratory Movement Measuring Instrument for measuring chest expansion.
 - v. Upon physically measurement of the height of candidate by the representative of Punjab Police, enter details onto the screen. The computer screen (monitor) is to be fixed next to the candidate standing on the height scale.
 - vi. The USB camera connected to the same computer system is to photograph the candidate's face, chest number worn and the height reading displayed on the screen (in one single photograph) and the same is to be embedded into the candidate's individual record tagged with applicant ID in the database.
 - vii. Assist to Punjab Police Officials in measurement process and generating print outs of the measurement to be given to the candidates.
 - viii. Provide at least one operator for each PST counter in the PST area.
 - ix. The software installed in the same computer system is to record individual height of the candidate & whether the candidate is pass/fail. The criteria for Pass or fail for height value ranges is to be given by Punjab Police to the Bidder. The candidates who fail to qualify the PMT is to be required to deposit their unique serial numbered jacket (BIB) or equivalent apparel and RFID chips back at the De registration counters, sign on the report of disqualified candidates, and to be escorted out of the venue.
- l. Physical Screening Test (PST) –

- i. Modern measurement technologies, like RFID, is to be used for evaluation of each candidate.
 - ii. Deployment of 4 personnel to oversee that the RFID chips are secured properly before the candidate is allowed to enter the area for running.
 - iii. Responsible for making available adequate number of RFID chips, along with all other equipment required
 - iv. Record the start and end time of each lap done by each candidate using computer-based software and RFID technology. Recording of timings is to be 100 percent error free.
 - v. Calculate the time taken by the candidate to complete the race automatically
 - vi. The performance of the candidate in event is to be digitally tagged based on RFID inputs.
 - vii. Deployment and installation of minimum two computer systems at each data entry counter manned by trained operators
 - viii. Fetch the candidate details and enter the details of run, high jump & long jump in the records pertaining to the individual candidates in the central database
 - ix. Upon entering the details, generate batch report marking “Qualified” or “Not Qualified” against each candidate, based on the criteria given by Punjab Police
 - x. Submit daily report in hard and soft copy to Punjab Police regarding number of candidates appeared, qualified, failed, etc. as per the format agreed and each page duly signed by the authorized person of the bidder
 - xi. The measurements is to be updated in real time in the database for respective candidates
- m. Results Processing at PMT & PST Venue:
- i. Print the Qualified & Non-Qualified Results sheet in three copies and handover two copies to nodal officer or officer-in-charge of the PMT & PST Venue
 - ii. Submit final consolidated data collected from all venues.
 - iii. Submit data separately as “Qualified” & “Non-Qualified” as well as in the consolidated form of all the candidates.
 - iv. The Punjab Police is to provide “Day Completion Certificate” upon completion of the event at respective venue after receiving one copy of following data from Solution Provider Location Head:
 - v. Batch Result – Qualified & Non-Qualified (Of all batches)
 - vi. CCTV Record copied into External Hard Disk provided by bidder

- vii. Every “Day Completion Certificate” is to be signed by Punjab Police Nodal Officer or Officer-in-charge with his Full Name, Designation & signature “Day Completion Certificate” mentions:
- total number of batches completed
 - total number of candidates called
 - total number of candidates participated
 - total number of candidates qualified
 - total number of candidates non-qualified
 - CCTV Recording of the day shared in Hard Disks

2.6 Merit List Generation – Interviews, Document Verification and Medical:

- a. Shortlisting of qualified candidates for Interviews & DV as per the criteria prescribed by the recruitment board/Punjab Police.
- b. Prepare a calendar for calling candidates based on the schedule & location given by Punjab Police.
- c. Prepare format of online Admit Card for Interviews & DV, and upload the same on the recruitment website upon approval of Punjab Police
- d. Deliver admit card to candidates on registered email along with notification through SMS.
- e. Provide proper authentication process on the recruitment portal for the candidate, only after which the candidate should be allowed to download the admit card
- f. Submit final consolidated data that has been collected from all venues and generate Merit List (List of candidates eligible for Interview & DV)
- g. Prepare the merit list as per selection Criteria/ business rules provided by the recruitment board/Punjab Police for merit list generation
- h. Handover database of all candidates (selected or not selected separately) to the recruitment board/Punjab Police
- i. Provide an interface for searching the database on all fields to display information in the required format
- j. Maintain a verifiable audit trail of all activities to be inspected by Punjab Police anytime
- k. Infrastructure Set-up: install & maintain requisite number of computer systems equipped with Webcam and Biometric Device manned by a trained operator at Document Verification venue.
- l. Ensure proper internet connectivity with necessary hardware and power backup
- m. Verify Biometric Fingerprint/Photo of each candidate appearing for interview / DV with the candidate appeared in the computer-based test/OMR based written exam and PST/PMT

- n. Provide the checklist and print out to Verifying Police Officer of the documents uploaded by the candidate at the time of application submission for checking with the originals.
- o. Update status of the candidate in software as verified or not, based on the inputs given by officer of DV.
- p. Update status of the candidates in software based on medical result shared by the concern board.
- q. The same data has to be uploaded to data centre maintained by the Solution Provider to consolidate data.
- r. Software must be password protected and must not be altered at venue
- s. Take precautionary measures to avoid tampering of data in Software
- t. Intimate the officer in-charge in case any biometric of a candidate does not match for further action
- u. Generate reports as required by Punjab Police
- v. Follow the prescribed standards and best practices to ensure interoperability of devices and algorithms
- w. Prepare final selection lists for each category consisting of the candidates figuring in the merit list after interview/ document verification by applying reservation policy as intimated by the Punjab Police
- x. Handover database of all candidates (selected or not selected separately) to the recruitment board/Punjab Police
- y. Provide an interface for searching the database on all fields to display information in the required format
- z. Maintain a verifiable audit trail of all activities to be inspected by Punjab Police anytime
- aa. Reports: Submit reports as prescribed by Punjab Police from time to time. This may include day end, process end and any other report as specified by Punjab Police
- bb. Certificates: Provide such certificates for the recruitment process as prescribed by Punjab Police from time to time
- cc. The Solution Provider will handover the data to respective recruitment board/department post completion of each recruitment process as defined above after three months with proper indexes and structure on Data in duplicate on Hard drives.

2.7 Setting up of Helpdesk

Setup helpdesk for the assistance of candidates. The Helpdesk is to cover following activities:

- a. Technical Queries/Grievances handling through phone and e-mail

- b. Establish a central helpdesk to cater to the queries from/assistance to the applicants, with such number of calling lines and operators as per the requirement.
- c. Address the issues raised by the candidates immediately and
- d. Provide daily MIS of reports comprising details of issues faced by the candidates and action taken by the helpdesk
- e. Adequate candidate care and support for query handling from the start of registration till the declaration of result.
- f. A contact centre would be set up by the bidder to respond to the queries from prospective candidates during the entire process of recruitment from the date of release of advertisement notice.
- g. The Help Desk personnel should be well versed with the recruitment process and be in a position to answer all the queries of candidates.
- h. A log of all the queries/calls received including the responses given to be entered into a database.
- i. The helpdesk operators should well conversant in English, Hindi and Punjabi.
- j. A dedicated telephone number, telephone lines and the requisite infrastructure for the help desk to be provided by selected bidder. The primary telephone number should be a hunt group number and there must be sufficient voice channels within the hunt number to cater to simultaneous inbound and outbound calls. The call wait time should be of less than 30 seconds. Toll free number should operate on all Govt. working days from 9 am to 6 pm

2.8 **CCTV Surveillance and Recording**

- a. To arrange recording of CCTV Systems of all examination centres at the examination venue as per requirement of Punjab Police in order to avoid any misconduct at the examination centre
- b. During the period of examination, CCTV facility will not be interrupted due to any technical fault, etc., and the bidder will take due care of functioning of CCTV with adequate backup of CCTV during the conduct of examination and as per the time period mentioned in the Work Order of respective assignments.
- c. The hardware required for the job will be provided by the bidder and Training/ sensitization of staff deployed at the examination Centres shall be imparted by the bidder.
- d. The bidder will install cameras of 1280X720 or higher resolution IP based CCTV camera in the Examination Centre.
- e. The bidder will organize and provide required manpower to install the CCTV Colour Cameras at the Examination Centres.
- f. Supervisory technical staff 20:1.

- g. Computer/Laptop will be provided by the bidder at the Control Room of each examination centre

2.9 Adherence to guidelines for Covid19

Option1 for OMR examination

- a. Bidder to ensure COVID management by providing additional manpower as per requirement for Crowd management, washroom cleaning, sanitization of examination halls, bidder representative with thermo gun at the gate to check admit cards at the gate.
- b. Bidder to provide thermo guns as per requirement at all the examination centres
- c. Bidder to facilitate sanitization requirements such as:
- Spray Machine
 - Spray Bottles
 - Liquid Hand soap for washroom & Entry Gate
 - Hand Sanitizers (for candidates and biometric registration activity)
 - Disinfectant Liquid
 - Sponge Clothes
 - Disposal Bins
 - Queue Manager / Rope for crowd management
 - Face mask and gloves for all the staff

Option 2 for OMR examination

- a. Bidder to provide additional 10% space and exam arrangements for isolated candidates.
- b. Bidder to provide additional manpower for isolation labs.
- c. Bidder to provide face mask and gloves for all the staff.
- d. Bidder to ensure PPE kits for staff in Isolation Labs
- e. Additionally, other exam inventory arrangement in isolation labs such as question paper along with attendance, exam material etc.

Option 3 for CBT examination

- a. Ensure that the entire recruitment process is conducted as per the COVID19 guidelines of Punjab at the time of exams/ assessment
- b. Sanitization at the test centres inside the premises before and after exams (sanitizers, sanitization of infra in between sessions, disinfection of the entire centre at starting and end of the day) etc.
- c. Ensure availability of following at examination centre:
- i. disposable gloves
 - ii. face shield

- iii. PPE suit for security staff attending the frisking activities
 - iv. thermal scanners
 - v. sanitizer bottles etc.
- d. Social Distancing – with normal social distancing

2.10 Other safety and security measures

- a. Ensure availability of proper security/ frisking at the examination centres. Separate frisking facilities for female candidates. Only female staff will frisk the female candidates.
- b. The frisking of candidates should be with Hand Held Metal Detectors (HHMD). HHMD will be provided by Punjab Police.
- c. The Solution Provider is to prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination along with rules for contingency and exception handling/ emergency procedures.

2.11 Technical and Functional requirement specifications

2.11.1 Technical/Functional requirements for online registration web portal

- a. Web portal should be compatible with all popular browsers including Mobile browsers (Android & iOS).
- b. Application form should capture all relevant details and have necessary checks related to age, category, age relaxations as per requirement of recruitment board(s).
- c. Provide facility to edit online his/her registration details (with certain exceptions as mutually agreed) after submission of online registration by candidates up to pre-specified date using login profile and password
- d. The candidate should be able to take a printout of the successfully filled application.
- e. Servers should be capable to cater the peak registrations with uptime as defined in SLA
- f. The web server owned/ hired should be located in India in a reliable Tier III data centre with backup as Data Recovery provision. The Data recovery provision should ensure availability, scalability, secure backup of data and 100% error free data recovery & restoration in case of server failure. In case of storage on cloud, the selected bidder shall comply with guidelines issued time to time by MeitY.
- g. Ensure that examination software should not have database layer on the local exam server which means that there should not be any other software on the server except the examination software.

- h. Integration with multiple online payment gateways (with multiple banks, payment wallets like Paytm, PhonePe etc.), payment reconciliation, payment status, processing for refund of fee for multiple/failed payments wherever required.
- i. The database shall be in open source server architecture and should be fully searchable. An interface for searching the database on all the fields shall be provided which will display information in a format required by the Punjab Police
- j. The web server, hosted applications and database should comply with CERT-IN security guidelines or equivalent and should be security audited by CERT-IN approved vendors. The cost for the same to be borne by the Solution Provider
- k. Complete Security management processes includes following:
 - Physical Security
 - Information Security
 - Server Security
 - Network Security

2.11.2 Photo Specification for Admit Card

The specifications for the photo

- a. Image Format – JPEG
- b. Size of Image – Minimum 50 KB – Maximum 200 KB
- c. Photo of the applicant can be obtained through digital camera/ webcam or by scanning the physical photograph
- d. The photograph should follow the norms of Passport photograph guidelines as prescribed by Passport India in the website "www.passportindia.gov.in".

2.11.3 Minimum Candidate System Pre-requisites

Screen Resolution	1024 X 768
Operating System	Windows XP Professional Service Pack 3 or higher or any other OS for conducting computer-based examination.
Browser	Internet Explorer 7.0 or above or other popular browser with equivalent capability as supported by above Operating Systems
Browser settings	<ul style="list-style-type: none"> i. Java Script enabled Pop-up blocker disabled ii. Under ‘Settings’ of ‘Temporary Internet Files’, set ‘Check for newer versions of stored pages’ to ‘Every visit to the page’ Proxy disabled (Direct Internet) iii. USB and Keyboard disabled during exam after login

2.11.4 Minimum Exam Centre Server Pre-requisites

Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Screen resolution	1024 X 768
Operating system	Compatible for candidate systems as clients, must meet the performance criteria
Performance Criteria	<ul style="list-style-type: none">• Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.• Response time for question/page loading must be less than five (5) seconds.• All responses to be acted upon in real time.

2.11.5 CBT Solution Specifications

- a. 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.
- b. Software should have the capability of setting one level of password by Controller of Examination which should be shared only 60 minutes before the start of the exam.
- c. The candidate should be able to view instruction sheet and profile information at any given point during the course of examination
- d. Examination server should restrict candidate login before the specified time
- e. The questions being provided onscreen through CBT solution on a random basis with multiple choice answers, without any manual intervention
- f. While examination on local LAN, data of test progress should be transferred to central server every 15 minutes for monitoring purposes.
- g. Maintain audit trails of all activities of the candidate (click by click) from online registration onwards.
- h. Obtain candidate's feedback through online Feedback Form, after the examination is over
- i. The software should have capability to take the answer key post examination

2.11.6 OMR Sheet Specifications

- a. The original OMR answer sheet should have unique serial number of the answer sheet.
- b. There should be 01(one) carbonless copy of the original OMR answer sheet.
- c. The leaves of the answer sheet should be printed in different colours for easy identification.
- d. Thickness of the original OMR sheet should be minimum 105 gsm.
- e. Thickness of the carbonless copies should be minimum 60 gsm.
- f. Appropriate security features should be incorporated as required.
- g. The OMR answer sheets should be pre-scanned.
- h. Printed OMR answer sheets should be packed in tamper and waterproof envelopes with appropriate labelling.
- i. Size: 8.5x11.15”
- j. GSM: 95-100
- k. Pattern: The answer sheets should be in duplicate.
- l. Quality: Blemish free/dust free good quality paper
- m. Accuracy: The timing tracks & registration points have to be 100% accurate, as provided in the sample sheet attached.
- n. Type & Providing: Two colour Printing
- o. Colour: The Printing should be “Drop Out” colour
- p. Litho Code: 100% accurate Litho Code printing without any duplication
- q. Sample sheets: 10 Answer Sheets Provided with Litho Code to pass through the OMRs successfully furnishing its specifications duly signed by the bidder.

2.11.7 Technical requirements for measurement of SLA

The proposed solution should generate following reports:

- a. Helpdesk related
 - Average handle time
 - Average Speed to Answer
 - Details of non-voice mode of communications
 - Disconnected calls details
 - Grievance redressal Tickets report
- b. System Performance Reports
 - Availability of candidate Registration Application
 - Average time taken for opening Internet portal (Home page) from remote site at 512 Kbps connectivity – Report on script-based checking
- c. MIS and any other Ad-hoc or customise report as per requirement of Punjab Police.

2.12 Responsibilities of Punjab Police

The responsibilities are as below:

- a. Provide necessary Instructions for finalizing the process of the selections for various posts in Punjab Police.
- b. Provide the course material for preparation of Question Bank and Examination Paper.
- c. Provide necessary instruction for preparation of Guidelines for Selection.
- d. Provide the necessary instruction for preparation of guidelines for physical activities as part of selection process.
- e. Review the readiness of test centre for computer-based assessment and physical activities.
- f. Monitor the selection procedure and related activities.
- g. Provide assistance and support to the Solution Provider required for development and implementation of the solution and conducting the assessment for selection of the candidates.
- h. Provide timely acceptance and sign-off on deliverables for successful implementation of the project under stringent timelines
- i. Setup the project governance structure
- j. Appoint agency and bear cost for third party audit (TPA) for system as and when required

2.13 Payment Term

Milestone	Payment Head	Payment Terms	Remarks
M1	Successful completion of online application registration	80% of the respective value of event	Payment amount to be calculated based on the actual number of applicants registered
M2	Successful completion of OMR and/ or CBT examination. This milestone is also related to the payment of helpdesk in same proportion	80% of the respective value of event	Payment amount to be calculated based on number of admit card issued to candidates and 80% value of helpdesk post successful completion of examination

Milestone	Payment Head	Payment Terms	Remarks
M3	Successful completion of PST, PMT and Merit list generation, document verification and declaration of Final list of recruited personnel	80% of the respective value of event	Payment shall be based on number of admit card issued to candidates for PST and PMT. This would include all the associated activities, related to Physical Assessment (PST& PMT), all pre & post requisite, including merit list generation
M4	Successfully handing over data to recruitment board/ Punjab Police	Remaining 20% payment of each milestone i.e. M1,M2, M3	

3 Instruction to the Bidders

3.1 General

- a. While every effort has been made to provide comprehensive and accurate background information to meet requirement & specifications, Bidder must apply their own discretion about solution needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisors in relation to this RFP.
- b. All information provided supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Punjab Police on the basis of this RFP
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Punjab Police. Any notification of the preferred Bidders status by the Punjab Police shall not give rise to any enforceable rights by the Bidder. The Punjab Police may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Punjab Police.
- d. This RFP supersedes and replaces any previous public procurement documentation & communications and Bidder should place no reliance on such communications.

3.2 Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Include all supporting documentations specified in this RFP, Corrigendum or any addendum issued
 - iii. follow the format of this RFP and respond to each element in the order as set out in this RFP

3.3 Bid Validity

- a. The offer submitted by the Bidders should be valid for the period as mentioned in RFP Data sheet.

- b. In case the Bid process is not completed within the stipulated period, Punjab Police may like to request the bidders to extend the validity period of the bid. The request and the response thereto shall be made in writing.
- c. Extension of validity period by the bidder shall be unconditional.
- d. A bidder granting the request will not be permitted to modify its Proposal.
- e. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

3.4 Right to Terminate the Process

The Punjab Police reserves the right to annul the RFP process, or to accept or reject any or all the Proposals in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.5 RFP Document Fees

- a. RFP document will be available for downloading by the interested bidder on e – tendering website : <https://eproc.punjab.gov.in> or Punjab Police website : www.punjabpolice.gov.in as per the timeline mentioned in the table: Important Dates.
- b. Bidder shall remit the non-refundable RFP Document Fees for the amount as mentioned in the RFP Data sheet, through online mode only and download the acknowledgement of the payment.
- c. Bidders will have to submit the copy of payment acknowledgement receipt along with their proposal.
- d. There will be no exemption from payment of RFP document fees and offers received without or with inadequate RFP document fees will be summarily rejected.

3.6 Key Requirements of the Bid

3.6.1 Earnest Money Deposit (EMD)/ Bid Security

- a. Bidders shall submit an EMD for an amount mentioned in RFP Data Sheet, online through e-procurement portal <https://eproc.punjab.gov.in>
- b. EMD of all unsuccessful Bidders would be refunded by the Punjab Police within 30 days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 12.
- c. The EMD lying with the Punjab Police with respect to other tender/ RFP/ Expression of Interest awaiting approval or rejected or on account of contracts being completed

will not be adjusted towards EMD for this RFP. The EMD may however, be taken into consideration in case RFP are re-invited.

- d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- e. Proposals, not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
- f. The EMD may be forfeited in the event of:
 - i. A Bidder withdrawing its bid during the period of bid validity
 - ii. Bidder does not respond to requests for clarification of its Proposal.
 - iii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iv. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - v. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
- g. The addition to above the bidder shall provide technical and financial bid as per requirement of the RFP.

3.6.2 Processing Fees

The processing fees shall be paid by bidders through online mode only.

3.7 Preparation of the Proposal

- a. The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and condition and other formats of the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the requirements of the RFP shall be at Bidder's own risk and may be liable for rejection.
- b. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Proposal.
- c. The authorization shall be indicated by written power of attorney/ Board resolution and shall accompany the Proposal.
- d. The Proposal and supporting documents should be digitally signed by the authorized signatory before online submission.

- e. Bidder should take into account any corrigendum published on the RFP document while preparing the Proposal.
- f. No bidder shall be allowed to modify, substitute, or withdraw the Proposal after its submission.
- g. Each page of all parts of the bid should be serially numbered and conformity with the eligibility qualifications should be clearly indicated.
- h. Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. Punjab Police may also independently seek information regarding the performance from the clients.
- i. The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after RFP document is submitted, unless Punjab Police calls it for.

3.8 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 Punjab Police to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Punjab Police will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.9 Right to terminate the Bid process

Purchaser may terminate the bidding process at any time without assigning any reason. Purchaser makes no commitments, expression or implied that this process will result in a business transaction with anyone.

3.10 Discount

The bidder is advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be considered for evaluation purpose.

3.11 Instruction for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the GePNIC Portal, using valid Digital signature certificates. The instructions given below are meant to assist the Bidders in registering on the GePNIC Portal, prepare their bids in accordance with the requirements and submitting their bids online on the GePNIC Portal. More information useful for submitting online bids on the GePNIC Portal may be obtained at <https://eproc.punjab.gov.in> .

3.11.1 Registration

- a. Bidders are required to enrol on the e-Procurement module of the GePNIC Portal (<https://eproc.punjab.gov.in>) by clicking on the link “Online Bidder Enrolment” on the GePNIC.
- b. As a part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the GePNIC Portal.
- d. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (class II or class III Certificates with signing key usage) issued by any Certificate Authority recognized by CCA India with their profile.
- e. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- f. Bidders can then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3.11.2 Searching Tender Document

- a. There are various search options built in the GePNIC Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name; location, date etc. There is also an option of advanced search for tenders to search for a tender published on the GePNIC Portal.
- b. Once the bidders have selected the tender they are interested in, they may download the required documents/tender schedule. These tenders can be moved to the respective ‘My Tenders’ folder.
- c. The bidders should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3.11.3 Submission of Bids

- a. Bidders are advised to go through the RFP advertisement and the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- b. Bidder, in advance should get ready the bid documents to be submitted as indicated in the RFP document/ schedule and generally, they can be in PDF/XLS /RAR /JPG format.
- c. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- d. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document.
- e. Bidder has to pay the RFP Document Fee, EMD, and the Processing Fee as applicable, through online mode only.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- g. The server time (which is displayed on the bidder's dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer technology.
- i. The uploaded bid documents become readable only after the Bid opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid ID. and the date & time of submission of the bid with all other relevant details.
- k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
- l. Any queries relating to the process of online bid submission or queries relating to the GePNIC portal in general may be directed to the GePNIC Portal Helpdesk. The contact numbers for the helpdesk are 0172-2970263, 0172-2970284.

3.11.4 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

3.11.5 Venue and Deadline for Submission of Proposals

- a. Proposals, in its complete form in all respects as specified in the RFP, must be uploaded on or before the timeline mentioned in the table: Important dates on GePNIC portal.
- b. The bids submitted by hard copy/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

3.12 Bidder Qualification

- a. The Bids should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the bidder stating that he is authorised to execute documents and to undertake any activity associated with the bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.
- b. The term "bidder" as used in the RFP document shall mean the organization on whose behalf the RFP response has been submitted. The bidder may be either the Principal Officer (MD or Company Secretary) or his or her duly Authorized Representative, in which case he or she shall submit a power of attorney (PoA) along with the bid. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the representative (as per PoA) or the principal.
- c. The authorization shall be indicated by power-of-attorney accompanying the bid

3.13 Disqualification

Punjab Police, may, at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, even though the bidder may be satisfying the qualifying criteria, if the Bidder has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b. Exhibited a record of poor performance such as, but not limited to, abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding five years or submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- c. Failed to provide clarifications related thereto, when sought;
- d. Submitted more than one Proposal (directly/in-directly);
- e. Declared ineligible by the Government of India/State/UT Government/PSU for corrupt and fraudulent practices or blacklisted.
- f. Submitted a proposal with price adjustment/variation provision.
- g. Not submitted the Letter of Authorization (Power of Attorney).
- h. Not submitted an undertaking
- i. Suppressed any details related to bid.
- j. Submitted subjective, conditional offers and partial offers.
- k. Submitted bid with lesser validity period.
- l. If confidential inquiry reveals facts contrary to the information provided by the bidder.
- m. If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

3.14 Deviations

Any conditional bid shall be rejected. However, suggestions with bid shall not be ground for rejection and will be mutually discussed for the agreement at the time of signing of agreement with the selected bidder.

3.15 Earnest Money Deposit (EMD)

- a. The Bidder shall furnish, as part of its bid, EMD of the amount INR 20,000 (INR Twenty Thousands Only) as mentioned in "Data sheet" in this RFP document online through e-procurement portal <https://eproc.punjab.gov.in>
- b. The EMD is required to protect the Punjab Police against the risk of Bidder 's conduct which would warrant the EMD's forfeiture, pursuant to section 3.16.e.
- c. Unsuccessful Bidder 's EMD will be discharged or returned within 30 days after award of contract to the successful Bidder. No interest will be paid by the Purchaser on the EMD amount.

- d. The successful Bidder (s) EMD shall be discharged upon the Bidder (s) executing the Contract, pursuant to section 6.32 and after furnishing the performance bank guarantee as per the conditions prescribed in RFP.
- e. The EMD may be forfeited:
 - if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - in the case of a successful bid, if the Bidder fails;
 - to sign the Contract in accordance with RFP or
 - to furnish performance security
- f. The validity for the EMD should be as per the conditions prescribed in the “Data sheet”. No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.

3.16 Period of Validity of Bids

The Purchaser may request the bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or by e-mail). The validity of EMD as mentioned under “Data sheet” of this RFP document shall also be accordingly extended.

3.17 Local conditions

- a. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into contract. Obtaining such information shall be at Bidder 's own cost.
- b. Failure to obtain the information necessary for preparing the bid and or failure to perform activities that may be necessary for project will in no way relieve the successful Bidder from performing any work in accordance with the contract entered.
- c. It will be imperative for each Bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the RFP documents.
- d. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid response and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws and conditions

3.18 Last Date for Receipt of Bids

- a. Bids will be received by the Punjab Police not later than the time and date specified in “Data sheet” of this RFP. In the event of the specified date for the receipt of Bids being declared a holiday for the Punjab Police, the Bids will be received up to the appointed time on the next working day.
- b. The Punjab Police may, at its discretion, extend the last date for the receipt of bids by amending the RFP document, in which case, all rights and obligations of the Punjab Police and Bidder (s) previously subject to the last date will thereafter be subject to the last date as extended

3.19 Late Bids

- a. The time indicated is the bid management window on the e-Procurement portal, and as specified in “Data Sheet”, will be the date and time by which the online submission activity will be allowed.
- b. Bidder must start the bid submission well in advance so that the submission process passes off smoothly. It is the responsibility of the Bidder if the bid is not submitted in time due to any of its problems including technical glitch for whatsoever reason, during the submission process

3.20 Modification and Withdrawal of Bids

- a. The Bidder will be allowed to resubmit their bids online prior to the last time and date of the submission of the bid as specified in the “Important Date”. The Bidder cannot make any modification/ amendment/ withdrawal of bid, after the bid submission time is over.
- b. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity. Withdrawal of a bid during this interval may result in the forfeiting of EMD submitted by the Bidder(s)
- c. The Bidder can re-submit his/her bid as and when required till the bid submission last date and time specified in the “Data sheet”. The bid submitted earlier will be replaced by the new one. The payment made by the Bidder earlier will be used for revised bid and the new bid submission summary generated after the successful submission of the revised bid will considered for evaluation purposes.

3.21 Non-responsive bid

Proposals will be treated as non-responsive, if a Proposal is found to have been:

- i. submitted in manner not conforming with the manner specified in the RFP document
- ii. submitted without appropriate EMD as prescribed herein

- iii. received without the appropriate or power of attorney
- iv. containing subjective/incomplete information
- v. submitted without the documents requested in the checklist
- vi. non-compliant with any of the clauses stipulated in the RFP
- vii. having lesser than the prescribed validity period.

3.22 Amendments of RFP

Punjab Police may for any reason, modify the RFP from time to time. The amendment(s) to the RFP would be clearly spelt out posted on the website as provided in the RFP data sheet and the bidders may be asked to amend their proposal due to such amendments.

3.23 Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of these codes which includes:

- a. Prohibition of:
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transaction between the bidder and any official of the procuring entity related to bid or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. Any coercion or any threat to impair the harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. Making false declaration or providing false information for participation in a Bid process to secure a contract;
- b. Disclosure of conflict of interest
 - i. Disclosure by bidder of any transgression made in respect of the provision of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity

- ii. In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

4 Evaluation of bid

4.1 Evaluation Process

- a. The Technical Evaluation Committee constituted by the Punjab Police shall evaluate the responses to the RFP and all supporting documents / documentary evidence.
- b. The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Technical Evaluation Committee.
- c. The TEC may, at its discretion, ask for meetings with the Bidders to seek clarifications on their proposals or ask to submit additional documents on their proposal for completing bid evaluation process. The Bidders are required to respond within the prescribed time frame.
- d. The TEC reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- f. The TEC may seek inputs from their professional and technical experts in the evaluation process.
- g. Punjab Police reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the Technical evaluation process.
- h. The EMD of all non-responsive bids shall be returned to the bidders within 30 days after award of contract to the successful Bidder.
- i. All responsive Bids will be considered for further processing as below:
 - i. Punjab Police will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the RFP.
 - ii. All eligible bids will be considered for further evaluation by a Technical Evaluation Committee according to the Evaluation process define in this RFP document.
 - iii. The decision of the Committee will be final in this regard.

4.2 Pre-Qualification Criteria

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided
1.	The Bidder must be registered in India under the Companies Act 1956/2013 or LLP under LLP Act 2008 or Society Act 1860 or subsequent amendments thereto, for at least Five (5) years (as	Certificate of incorporation

	on date of bid submission)	
2.	The Bidder should have an average annual turnover of more than INR 30 crores in last three Financial Years (FY 2017-18, FY 2018-19 and FY2019-20)	Copies of audited accounts/ certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors. The provisional copy of the balance sheet for FY2019-20 may be considered for evaluation purpose only.
3.	The Bidder should have positive net worth in each of the last three Financial Years (FY 2017-18, FY 2018-19 and FY2019-20)	Copies of audited accounts/certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors
4.	Average annual turnover of Bidder from recruitment related activities of more than INR 15 crores in last three Financial Years (FY 2017-18, FY 2018-19 and FY2019-20)	Copies of audited accounts/certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors
5.	The Bidder should have at least 100 technically qualified/trained and experienced manpower on its payroll for conducting OMR/CBT.	Certificate from Company Secretary / Certificate from HR countersigned by Authorized signatory
6.	The bidder should have a valid Permanent Account Number (PAN) and GST Registration Number	Attach copies duly signed and stamped by seal of company
7.	The Bidder must have experience (complete/ongoing) of three (03) OMR/CBT based examinations for Government bodies/PSUs in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order/Experience certificate
8.	The Bidder must have conducted OMR/CBT based exams with minimum of 50,000 candidates in a single exam in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order/Authorized signatory certificate

9.	The Bidder should have any of the following valid certificates: <ul style="list-style-type: none"> • CMMi level 3 or above • ISO 9001 • ISO 27001 	Copy of valid certificates as on date of bid submission
10.	The Bidder should not be blacklisted, debarred by the Central Govt / PSU / State Govt as on bid submission date	Self-declaration by authorized signatory
11.	Special Power of Attorney / Board Resolution	Copy of Board Resolution/ Power of Attorney in the name of the Authorized Signatory

4.3 Technical Evaluation

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations.

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
A	Financial Capability		20	
1.	Average Annual Turnover in last three Financial years (2017-18, 2018-2019, 2019-2020)	<ul style="list-style-type: none"> • INR 250 Cr or more: 10 Marks • INR 200 Cr or more and less than INR 250 Cr: 8 Marks • INR 75 Cr or more and less than INR 200 Cr: 7 Marks • INR 30 Cr or more and less than INR 75 Cr: 5 Marks • Below INR 30 Cr.: 0 Marks 	10	Copies of audited accounts/ certificate from auditors The provisional copy of the balance sheet for FY2019-20 may be considered for evaluation purpose only.
2.	Average annual turnover from OMR/CBT based examination related to recruitment activities in last three Financial Years	<ul style="list-style-type: none"> • More than 50 Cr: 10 Marks • INR 30 Cr or more and less than INR 50 Cr: 9 Marks 	10	Copies of audited accounts/ certificate from auditors

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
	(2017-18, 2018-2019, 2019-2020)	<ul style="list-style-type: none"> • INR 15 Cr or more and less than INR 30 Cr: 8 Marks • Below INR 15 Cr.: 0 Marks 		
B	Experience in conducting examination		35	
1	Maximum number of candidates appeared in Computer-based test (CBT) in single shift in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-2019, 2019-2020)	<ul style="list-style-type: none"> • More than 1,50,000 Candidates: 10 Marks • 1,25,000 – 1,50,000 Candidates: 9 Marks • 1,00,000 – 1,24,999 Candidates: 8 Marks • 50,000 – 99,999 Candidates: 7 Marks • 30,000 – 49,999 Candidates: 5 Marks • Below 30,000: 0 marks 	10	Copy of LOI/ Contract/Client Certificate / Work Order
2	Maximum number of candidates appeared in OMR in single exam in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-2019, 2019-2020)	<ul style="list-style-type: none"> • More than 10,00,000 Candidates: 10 Marks • 4,00,000 – 10,00,000 Candidates: 9 Marks • 2,00,000 – 3,99,999 Candidates: 8 Marks • <2,00,000: 0 Marks 	10	Copy of LOI/ Contract/Client Certificate / Work Order
3	Experience of conducting recruitment examinations with Government bodies/PSUs in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	<ul style="list-style-type: none"> • More than 30: 3 Marks • 16 – 30: 2 Marks • 3 – 15: 1 Mark • < 3: 0 Marks 	3	Copy of LOI/ Contract/ Client Certificate / Work Order
4	Experience of conducting recruitment examinations	<ul style="list-style-type: none"> • 3 or more projects: 7 Marks 	7	LOI/Contract/Client

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
	for Police bodies (Police, Defence, CAPFs, MHA) in India in last five financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	<ul style="list-style-type: none"> • 2 projects: 5 Marks • 1 project: 2 Marks 		Certificate / Work Order
5	Experience of developing Question banks for examinations for Government bodies/PSUs in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	<ul style="list-style-type: none"> • More than 3 projects: 5 Marks • 3 projects: 3 Marks • 2 projects: 2 Marks • < 2 projects: 0 Marks 	5	LOI/Contract/Client Certificate / Work Order
C	Certifications		5	
1	Bidder to have a valid certificate	<ul style="list-style-type: none"> • CMMi Level 5: 5 Marks • CMMi Level 4: 4 Marks • CMMi Level 3: 3 Marks • ISO 27001: 1 Mark • ISO 9001: 1 Mark 	5	Copy of Valid Certificate to be enclosed
D	Recruitment Software Solution		5	
1	Recruitment software	<ul style="list-style-type: none"> • Solution source code owned by bidder: 5 Marks • Else 0 Marks 	5	Self-certification and patent details to be enclosed
E	Bidder's infrastructure capability		10	
1	Owned /Empaneled Node Capability (in the State of Punjab/UT of Chandigarh)	<ul style="list-style-type: none"> • More than 4,000: 10 Marks • 4,000 – 2,001: 7 Marks 	10	Proof to be submitted

#	Criteria	Basis of Evaluation	Max. Marks	Supporting
		<ul style="list-style-type: none"> 1,000 – 2000: 5 Marks <1000: 0 Marks 		
F	Approach & Methodology	Assessment to be based on the Approach & Methodology proposed by the bidder covering all requirements as mentioned in the RFP and Scope of Work & Presentation made by bidder before the Committee.	10	
G	Technical presentation and Demo of Proposed Solution	Proposed Solution covering solution, project plan, team deployment, online application process, features, scalability, infrastructure, invigilation process, analytics, security of the solution and end to end process, Challenges & mitigation strategies	15	
	Total Marks		100	

Note:

1. The presentation to be delivered by the proposed project manager of the bidder's along with key members of the proposed team, as desired by Punjab Police.
2. Wherever there is problem in providing name or cost of project due to Non-disclosure agreements with the clients, the bidder can provide a certificate from an independent

auditor or Company Secretary. The bidder has to provide an undertaking that to this effect.

3. Minimum passing marks in technical evaluation is 50 out of 100;
4. Parent company project experience, financial capabilities and certifications would be considered for only 100% subsidiary or division or subdivision or branch business unit which is registered in India. Bidder to provide necessary proof

4.4 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\text{Financial Score of a Bidder (Fn)} \\ = \{(\text{Commercial Bid of L1}/\text{Commercial Bid of the Bidder}) \times 100\} \%$$

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will exclude all taxes and levies and shall be in Indian Rupees and mentioned separately.
- f. Any conditional bid would be rejected
- g. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

4.5 Final Evaluation - QCBS

- a. The technical and financial scores secured by each Bidder will be added using weightage of 75% and 25% respectively to compute a Composite Bid Score.
- b. The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

$$\text{Composite Bid Score (Bn)} = \\ 0.75 * \text{Technical Score (Tn)} + 0.25 * \text{Normalized Financial Score (Fn)}$$

- c. In the event the Composite Bid Score (Bn) are 'tied', the bidder securing highest technical Score will be adjudicated as the Best Value Bidder for award of the Project

5 Appointment of Solution Provider

5.1 Award Criteria

The Punjab Police will award the Contract to the successful Bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.2 Purchaser right to accept any bid and to reject any or all the bids

- a. The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser action.
- b. The Purchaser reserves the right to reject any Bid if:
 - i. At any time, any misrepresentation is made or uncovered, or
 - ii. The Bidder does not provide, within the time specified by Purchaser, the supplemental information sought by Purchaser for evaluation of the Bid.
- c. Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bid has been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Purchaser reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Purchaser, including annulment of the Selection Process

5.3 Notification of Award

- a. Prior to the expiration of the validity period, Purchaser will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the bid process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the bidder to extend the validity period of the bid.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful bidder(s) furnishing of performance security pursuant to Clause 5.5, the Punjab Police may notify each unsuccessful bidders and will discharge their EMD.

5.4 Contract Finalization and Award

On this basis above clause the draft contract agreement would be finalized for award & signing. The recruitment boards will issue work order to the selected bidder as per their requirements. Each work order will be considered a separate project and will determine project value and timelines for the project. The selected bidder needs to perform and execute the services on the term & conditions of the RFP as per work order issued to them.

5.5 Performance Bank Guarantee

On receipt of a letter of intent from the Punjab Police, the successful Bidder will furnish a bank guarantee, by way of performance security, of INR 3,00,00,000/- (Rupees Three crore only), on or before the signing of the subsequent contract, typically within 30 days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Punjab Police may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Annexure 10.12. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 60 days beyond all contractual obligations, including warranty terms.

The Punjab Police may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

5.6 Signing of Contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses and the Proposal of the Bidder, between the Punjab Police and the successful Bidder. In addition to that NDA will be also be signed as prescribed in the Appendix 1

5.7 Rejection Criteria

Besides other conditions and terms highlighted in the RFP document, bids may be rejected under following circumstances:

- a. General Rejection Criteria
 - i. Bids received through Telex or Telegraphic or Fax or e-Mail
 - ii. If the information provided by the Bidder is found to be incorrect or misleading at any stage or time during the bid process

- iii. Any effort on the part of a Bidder to influence the Purchaser bid evaluation, bid comparison or contract award decisions
- b. Technical Rejection Criteria
 - i. Technical Bid containing financial details.
 - ii. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.
 - iii. Bidders not responding to the complete scope of work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder.
 - iv. If the bid does not conform to the timelines indicated in the bid.
- c. Financial Rejection Criteria
 - i. Incomplete Price Bid
 - ii. Price Bids that do not conform to the RFP's price bid format.
 - iii. If there is an arithmetic discrepancy in the Financial Bid calculations the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, bid may be rejected, and next best Bidder's offer will be considered

5.8 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Punjab Police may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Punjab Police shall invoke the PBG and/or forfeit the EMD.

6 General Contract Conditions

6.1 Definitions

- a. "Availability" means the time for which the services and facilities are available for conducting operations.
- b. "Bidder" means any firm having proper legal Agreement between the parties with the lead firm taking the full responsibility of managing the project as required in the RFP. The word "Bidder" when used in the pre-award period shall be synonymous with "Single Solution Provider" or "Solution Provider" or "Selected Bidder" or "Successful Bidder" which shall be used after award of the Contract.
- c. "Buyer" or "Purchaser" or "Bid Inviting Authority" means, Punjab Police Department
- d. "Contract" means that Contract entered into by Punjab Police with the Selected Bidder
- e. "Contract Period" means the period of the Contract commencing from the notification of award till 5 years, or the date of termination, in case the Contract is terminated earlier.

- f. "Contractual obligation" means all the duties that Solution Provider and Purchaser are legally responsible during the contract period.
- g. "Control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of any entity, whether through the ownership of voting securities, by Contract or otherwise.
- h. "Effective Date of Contract" or "Effective Date" means date on which the contract is made effective retrospectively from the date of notification of award.
- i. "Intellectual Property Rights" means all rights in written designs and copyrights, moral rights, rights in databases and software including its up-gradation systems and compilation rights
- j. "Milestone" means set of activities with associated timelines to be achieved sequentially in recruitment process for the Punjab Police.
- k. "Net worth" means the aggregate value of the paid up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write -back of depreciation and amalgamation
- l. "Parties" means the Purchaser and the Solution Provider
- m. "Party" means either of the Parties.
- n. "Request for Proposal (RFP)" means the documents containing the general, technical, functional, commercial and legal specifications for the required services and includes the clarifications, explanations and amendments issued through addendum/ corrigendum from time to time during the bidding process and on the basis of which Solution Provider has submitted its Proposal.
- o. "Selected Bidder" or "Successful Bidder" or "Solution Provider" shall mean the successful Bidder to whom the Contract has been awarded and with whom the Tendering Authority signs the Contract for rendering of services
- p. "Services" means the services to be performed by the Solution Provider in pursuant to the Contract more elaborately provided in the RFP and mentioned in the section of "Scope of Work"
- q. "Service Level" means the level of service and other performance criteria determining the completion of services by the Solution Provider.
- r. "Unresponsive Bid" means a submitted bid with any deviation from the requirements of the Bid Documents as stipulated in RFP. The Purchaser has discretion to waive minor deviations from the requirements of the Bid Documents. Minor deviations are a matter of form and not of substance, or they pertain to some immaterial or inconsequential defect or variation from the exact requirement of the Bid Documents.

- s. "Working Day" means any day on which any of the office of Punjab Police shall be functioning including gazetted Holidays, restricted holidays or other holidays, Saturdays and Sundays
- t. "Year" means 365 days from the notification of award

6.2 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP Document or Contract Agreement, the interpretation of the Punjab Police shall be final and binding on the Agencies.

6.3 Period of Contract

The period of contract will be five years from the date of signing of contract. The bidder must store all the project related data *excluding video footages and candidate's information with them*, for 5 years and provide Punjab Police on demand. The contract may be further extended up to 1 (one) year as per requirement of department and satisfactory performance of the selected bidder on mutual agreement.

6.4 Conditions Precedent

This Contract is subject to the fulfilment of the following conditions precedent by the Selected Bidder:

- a. Furnishing by the Bidder, an unconditional, irrevocable and continuing Bank Guarantee for Contract Performance, in a form and manner as stipulated in clause 5.5
- b. Execution of a Deed of Indemnity in terms of Clause – 6.23 Indemnity
- c. Obtaining of all statutory and other approvals required for the performance of the Services under this Contract
- d. Furnishing of such other documents as the Purchaser may specify
- e. The Purchaser reserves the right to waive any or all the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have

6.5 Key Performance Measurements

- a. Unless specified by the Purchaser to the contrary, the selected bidder shall deliver the goods, perform the Services and carry out the scope of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications as laid down under this RFP.

- b. If the Contract includes more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- c. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work with mutual discussion

6.6 Relationship Between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between Punjab Police and the selected bidder. The subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The selected bidder shall be fully responsible for the services performed by it or any of its personnel on behalf of the selected bidder hereunder.

6.7 Commencement and Progress

- a. The selected bidder shall subject to the fulfilment of the condition precedent above, commence the performance of its obligations in a manner as per the Scope of Work (Section 2 of the RFP).
- b. The selected bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP.
- c. The selected bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of work and Service Specifications and that the selected bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder

6.8 Standards of Performance

The Solution Provider shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Solution Provider shall always act in respect of any matter relating to this contract as faithful advisor to the Punjab Police. The Solution Provider shall always support and safeguard the legitimate interests of the Punjab Police, in any dealings with the third party. The Solution Provider shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Solution Provider shall conform to the standards laid down in the RFP in totality.

6.9 Approvals and required consents

- a. The Purchaser will extend necessary support to Solution Provider to obtain, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for Solution Provider to provide the Services. The costs of such Approvals shall be borne by the Solution Provider. Both parties will give each other all co-operation and information reasonably.
- b. The purchaser shall also provide necessary support to Solution Provider in obtaining the Approvals. In the event that any Approval is not obtained, Solution Provider and the Purchaser will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for the purchaser, to continue to process its work with as minimal interruption to its business operations as is Financially reasonable until such Approval is obtained, provided that Solution Provider shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Approvals are obtained if and to the extent that the Solution Provider 's obligations are dependent upon such Approvals

6.10 Applicable Laws

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

6.11 Sub-contract

- a. The selected bidder shall provide all the services through its own company and no sub-contracting is allowed. However, if sub-contracting is required for PST & PMT as defined in Scope of Work, clause 2.5, the successful bidder shall obtain written approvals from the Punjab Police.
- b. Allowing sub-contracting should not dilute the responsibility & liability of the selected bidder.
- c. It is clarified that the selected bidder shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractor.
- d. The selected bidder shall ensure that subcontractor approved under this Contract complies with:
 - i. Clause 6.14 (Confidentiality and privacy);
 - ii. Clause 6.27 (Information Security);
 - iii. Clause 9 (Conflict of Interest)

6.12 Solution Provider's obligations

- a. The Solution Provider's obligations shall include provision of all the services and deliverables specified by the Purchaser in the Scope of Work and other sections of the RFP, Contract and changes thereof to enable the Purchaser to meet their objectives and operational requirements. It shall be the Solution Provider's responsibility to ensure the proper and successful execution, performance and continued operation of the proposed services in accordance with and in strict adherence to the terms of their Bid, the RFP and Contract.
- b. The Solution Provider shall ensure that its resources are competent, professional and possess the requisite qualifications and experience appropriate to the task he/she is required to perform under this Contract.
- c. The Service Provide will ensure that all its resources and sub-contractor involved in the project do not apply for any post to be filled through recruitment which is part of assignment.
- d. The Solution Provider shall be responsible for compliance of labour laws in respect of the personnel employed by them. The Purchaser will not be held responsible fully or partially for any dispute that may arise between the firm and his workers.
- e. The Solution Provider shall be responsible for coordination with other vendors and agencies of the Purchaser in order to resolve issues and oversee smooth execution of this Contract.
- f. Solution Provider's Project Manager: The Solution Provider's Project Manager shall have all the powers requisite for the performance of services under the Contract. The Solution Provider's Project Manager shall liaise with for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Initially, he/she will perform requirement gathering after receiving work order for any recruitment process. He/she shall extend full co-operation to the recruitment board(s)/Punjab Police in the manner required by them for supervision/ inspection/ observation of the procedures, performance, reports and records pertaining to the works. He/she shall also have complete charge of the Bidder's personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practice. The Solution Provider' representative is expected to act a role of single point of contact for any matter related to this project till completion of all the milestones.

6.13 Disclosure

The selected bidder shall make available for inspection during normal business hours on all working days all relevant records and reports to the Punjab Police or its authorized representative as and when required.

6.14 Confidentiality and Non-Disclosure

- a. Information related to the examination, physical assessment, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over.
- b. The undue use of confidential information related to the process, by any agency may result in rejection of its Proposal and backlisting of the Solution Provider by the Purchaser.
- c. Except on explicit prior written consent of the Punjab Police, the Agencies and the personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of the Contract.
- d. The selected bidder shall not use any confidential information for any purpose at any time other than required for execution of the contract.
- e. The question bank, physical assessment data and candidate information will also be considered as confidential information and should be kept confidential forever.
- f. The examination question for particular exam should not be disclosed to anyone other than the candidate while giving the exam.
- g. The selected bidder should provide the details including names and phone numbers of persons (Directors, Project Manager/ TL/DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend at the time of Signing of Agreement with Punjab Police.
- h. The selected bidder, all its resources and sub-contractor involved in the project will enter into non-disclosure agreement with Punjab Police. The draft non-disclosure agreement is provided in Appendix 1 of this RFP.
- i. Any changes in the persons or their role shall be duly intimated to the Punjab Police within 3 days.
- j. The selected bidder should not entertain any requests made by the users and the users of the assessment application to make changes or carry out any action involving reversal from the set process under any circumstances which requires accessing the confidential information from the backend, unless a prior written consent is taken from the Punjab Police or any other person specifically authorized in this regard to do so.

6.15 Fraud and corrupt practices

- a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder and blacklist for further participation in any bidding process, 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 Selection Process. In such an event, the Purchaser shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, regarding the RFP, including consideration and evaluation of such Bidder’s Proposal.

- b. Without prejudice to the rights of the Purchaser and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or Systems Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Bidder shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or Systems Bidder, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the action of any person connected with the Selection Process or in contract execution (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, to influence the Selection Process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the tenderers/bidders either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the Procurement Entity of the benefits of free and open competition;
 - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - iv. “undesirable practice” means establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest; and
- d. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.16 Commercial Terms

- a. Milestone based payment will be made as per the payment schedule defined in Section 2.13.
- b. The Bidder will submit the invoice along with respective deliverable approvals by Punjab Police and all other supporting documents/proofs only after the completion of a milestone.
- c. Punjab Police will release the payment subject to necessary approval of invoice by the Punjab Police after proper verification of the invoice and all supporting documents.
- d. Payment shall be made through account payee cheques / RTGS /NEFT only after statutory deductions as applicable.

6.17 Taxes and Duties

Rates should be quoted including of all costs but exclusive of taxes. All taxes like GST, duties and any statutory levies etc. shall be paid extra on the rates quoted, on actuals, as applicable to the bidder. However, the taxes, duties and any statutory levies etc. payable by the Bidder to the concerned authorities during the contract tenure shall be the sole responsibility of the Bidder.

All taxes, duties and statutory levies payable extra on the quoted rates, on actuals to the selected bidder, shall be paid as per prevailing rates in Punjab.

6.18 Termination

Punjab Police reserves the right to withdraw/terminate the order/assignment in any of following circumstances:

- f. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- g. Information provided to Punjab Police is found to be incorrect
- h. Work Order conditions are not met within the specified time period
- i. Misleading claims about the experience/expertise/organization status are made
- j. Clear evidence is received that there is breach of copyright.
- k. No consequential damages shall be payable to the Agencies in the event of such termination.
- l. If the bidder does not execute the contract/agreement as per the terms and conditions of the RFP then the Punjab Police may invoke any or all of the clauses (Forfeit the Performance Guarantee Amount; terminate the work order/agreement).

6.19 Termination for Convenience

Punjab Police reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for Punjab Police's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. The selected bidder must perform the planned/assigned tasks till the date of termination of contract and the payment would be made on the payment milestone achieved by the Solution Provider.

6.20 Force Majeure

- a. Notwithstanding anything contained in the RFP Document, the Bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- b. For purposes of this clause "Force Majeure" means an event beyond the control of the Agencies and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, pandemic, quarantine restrictions and freight embargos. The decision of the Punjab Police, regarding Force Majeure shall be final and binding on the Agencies.
- c. If a Force Majeure situation arises, the Agencies shall promptly notify to the Punjab Police in writing of such conditions within 10 days from the occurrence of such a cause and the cause thereof. Unless otherwise directed by the Punjab Police in writing, the Agencies 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.

- d. The selected bidder or Punjab Police shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality, limited liability survive termination of the contract. However, Punjab Police shall make payment for all the services rendered by the bidder till such date of termination of contract.

6.21 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

6.21.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub-clause of resolution of disputes shall become applicable.

6.21.2 Arbitration

“Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re- enactments thereof. The Arbitration proceedings will be held at Mohali, Punjab.”

6.22 Legal Jurisdiction

The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and are in force for the time being are applicable to this contract.

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Mohali only.

6.23 Indemnity

Subject to Clause below, Bidder (the "Indemnifying Party") undertakes to indemnify Punjab Police (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by:

- a. Indemnified Party's misuse or modification of the Service;
- b. Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party;
- c. Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party;
- d. Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or
- e. information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either
 - i. procure the right for Indemnified Party to continue using it,
 - ii. replace it with a non-infringing equivalent,
 - iii. modify it to make it non-infringing.

The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

6.23.1 Indemnity Conditions

The indemnities set out in clause above shall be subject to the following conditions:

- a. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- b. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defence;
- c. If the Indemnifying Party does not assume full control over the Defence of a claims provided in this Article, the Indemnifying Party may participate in such Defence at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- d. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- e. All settlements of claims subject to indemnification under this Clause will:
 - i. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - ii. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- f. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- g. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- h. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and
- i. If a Party makes a claim under the indemnity set out under Clause 6.23 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.24 Liability

- a. The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the exam (total amount due to the bidder for performing the tasks as mentioned in this RFP) value paid to selected bidder by Punjab Police for the service that gives rise to such liability. The liability cap given under this Clause shall not be applicable to the indemnification obligations set out in Clause.
- b. In no event shall either party be liable for any consequential, incidental, indirect, exemplary, special or punitive damage, loss or expenses (including but not limited to business interruption, lost data, lost business, lost profits, or lost savings, operational loss) nor for third party claims (other than those set-forth in the contract) even if it has been advised of their possible existence.
- c. The allocations of liability in this clause represent the agreed and bargained-for understanding of the parties and compensation for the services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.
- d. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the wilful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Punjab Police to perform any of Punjab Police's obligations. In such event, Bidder shall be allowed additional time as may be required to perform its obligations

6.25 Trademarks, Publicity

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party except that Bidder may, upon completion, use the Project as a reference for credential purpose. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either alone or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Agreement, the SLA or the business of the Parties without prior reference to and approval in writing from the other

Party, such approval not to be unreasonably withheld or delayed provided however that Bidder may include Purchaser or its client lists for reference to third parties subject to the prior written consent of Purchaser not to be unreasonably withheld or delayed. Such approval shall apply to each specific case and relate only to that case

6.26 Exit management plan

- a. An Exit Management plan shall be furnished by Bidder in writing to the Purchaser within 120 days from the date of signing the Contract, which shall deal with at least the following aspects of exit management in relation to the contract and in relation to the Project Implementation, and Service Level monitoring.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. Plans for provision of contingent support to Project and Replacement Bidder for a reasonable period after transfer.
 - iii. Exit Management plan in case of normal termination of Contract period
 - iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
 - v. Exit Management plan in case of termination of the Bidder
- b. Exit Management plan at the minimum adhere to the following:
 - i. (three) months of the support to Replacement Bidder post termination of the Contract
 - ii. Complete handover of the Planning documents, bill of materials, functional requirements specification, technical specifications of all equipment, change requests if any, sources codes, reports, documents and other relevant items to the Replacement Bidder / Purchaser. Source code for any modifications done for the project shall be property of the Purchaser.
 - iii. Certificate of Acceptance from authorized representative of Replacement Bidder issued to the Bidder on successful completion of handover and knowledge transfer.
- c. In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Bidder and Purchaser shall comply with the Exit Management Plan.
- d. During the exit management period, the Bidder shall use its best efforts to deliver the services

6.27 Information Security

- a. The selected bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.
- b. The selected bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system.
- c. The selected bidder would have access to the personal information about the candidates and the combination of information about the applicants may make PII information about them.
- d. Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes involving any PII which the bidder has received under the terms of this agreement, the bidder shall indemnify and hold Punjab Police harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call centre for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys' fees associated with such Breach.
- e. The bidder shall have to maintain strict privacy and confidentiality of all the data it gets access to.
- f. Punjab Police at its discretion may appoint third party for auditing the data and operations of entire services provided to the them.
- g. The Bidder shall allow access to the Punjab Police or its nominated agencies to all information which is in their possession or control for audit.

6.28 Processing Norms

Punjab Police and the bidder/bidder acknowledge and agree that the provision of Services under this RFP may require the bidder/bidder to interact with Punjab Police and suppliers of Punjab Police relating to the Services as special agent for and on behalf of Punjab Police and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by Punjab Police and agreed by the Parties. The bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of bidder's compliance with the Processing Norms. Punjab Police agrees to indemnify, defend and hold bidder and its affiliates, their officers and employees involved in the Services,

harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder' compliance with Processing Norms.

6.29 Performance security

- a. The Performance Bank Guarantee is required to protect the Purchaser against the risk of selected Bidder's conduct, which would warrant the PBGs forfeiture.
- b. The selected Bidder shall ensure, the PBG is as per the clause 5.5.
- c. Purchaser shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Purchaser incurs any loss due to Selected Bidder's gross negligence in execution of the contract as per the agreed terms & conditions. Purchaser shall notify the selected Bidder in writing of the exercise of its right to receive such compensation within 14 (fourteen) days.
- d. Before encashing the PBG, the Solution Provider will be given an opportunity to represent before Purchaser. The decision of Purchaser on the representation given by the Solution Provider shall be final and binding. If circumstances so warrant, the matter may be referred to an arbitrator (s) as appointed under section on Arbitration in Clause 6.21.2 of this RFP.
- e. The selected Bidder shall be responsible for extending the validity date of the Performance Guarantee as and when it is due on account of extension of the contract.

6.30 Proprietary Right

All rights, title and interests in and to the Services Environment and any other material used by the bidder in the provision of the Services shall exclusively belong to the bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and Punjab Police shall not be entitled to claim any rights therein. All rights, title and interests in Punjab Police Data shall always remain with Punjab Police. Punjab Police agrees that the bidder shall have the right to list Punjab Police in its marketing material and use Punjab Police logo with respect to such listing and for reference purposes. Punjab Police acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

6.31 Liquidated damages

- a. In the event of delay or any gross negligence in execution of the project as per agreed timelines, for causes solely attributable to the Solution Provider, in meeting the deliverables, the Purchaser shall be entitled at its option to recover from the Solution Provider as agreed, liquidated damages, as per the SLAs subject to a maximum of 10% of the value of the work order of specific examination.
- b. In case of default noted which is deemed to be of more serious in nature compromising on the integrity of examinations, Punjab Police reserves the right to recover cost of loss of brand subject to a maximum of work order value. Purchaser reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Purchaser to the Solution Provider. Liquidated damages will be calculated on per week basis.
- c. Any such recovery or liquidated damages shall not in any way relieve the Solution Provider from any of its obligations to complete the Work or from any other obligations and liabilities under the Contract.
- d. Delay not attributable to the Solution Provider will be considered for exclusion for computing liquidated damages.
- e. In the event of failure by the Solution Provider to fulfil the delivery conditions, Purchaser at its discretion may initiate any of the actions as given below:
 - i. Additional resources will be requested for speeding up the work.
 - ii. Liquidated Damages will be levied.
 - iii. Any other action as may be deemed fit in the best interest of the Purchaser.

6.32 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute enough grounds for the annulment of the award based on mutual discussion, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

6.33 Ownership and Retention of Documents

- a. Each Party recognizes and agrees that all the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- b. By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property

right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.

- c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not refer to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.
- d. Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.
- e. Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or for the Bidder during performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such documents

6.34 Notices

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Work Order/Contract Agreement.

6.35 Others

Punjab Police may assign the additional work/similar nature of work to the bidder at the selected financial quote.

6.36 Predatory Pricing

The Purchaser may in case of predatory pricing/ abnormally low bid seek written clarifications from the bidder, including detailed price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid document. If after

evaluating the price analysis, the Purchaser determine that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offer price, the Purchase may reject the bid.

7 Service Level Agreements

7.1 Purpose of this Agreement

- a. This Section details the expected service levels for various services to be provided by the Bidder. Performance of the Bidder services shall be measured against the Service Level Agreements as explained and detailed in this RFP.
- b. The service level targets define the levels of service to be provided by selected bidder to Punjab Police for the duration of this contract or until the stated SLA targets are amended.
- c. The SLAs are intended to:
 - i. Make explicit the expectations that the Punjab Police has for performance
 - ii. Help Punjab Police control and ensure the planned levels and performance of services
 - iii. Trigger a process that brings Punjab Police and IA"s management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target

7.2 Service Level Requirements

The purpose of imposing penalty on account of SLA is to ensure the performance of the services as per defined parameters. In view of this, if the performance of the services is not improved, it shall constitute enough grounds for the annulment of the Contract.

7.2.1 Operational

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
1.	Delay in hosting of web portal for online application with all the relevant links and instructions for the candidates	As per set timelines of implementation	Manual based on acceptance by the department	Per day after the deadline	0.5% per day candidate
2.	Delay in screening of all Applications and issue of Admit cards at each level viz 1. Written examination, PST & PMT, Interview	7 days before examination	<p>Online upload: Log of admit card processing file with output number of screened candidates vs admit card uploaded</p> <p>Print and Dispatch of admit card: · Upload scanned copy</p>	Per day after the deadline	0.1% per days on missed application

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
			of dispatch proof in the admit card processing file against each entry <ul style="list-style-type: none"> Confirmation of Notification through SMS by SMS delivery report 		
3.	Delay in readiness of Test Centre and/or Physical assessment centre	Reediness in term of 1. Adequate manpower 2. Infrastructure for CBT or OMR as applicable 3. Pursuance of Covid19 related guidelines 4. All above requirements are defined in SoW	Manually as per observation of Project monitoring unit of Punjab Police	Per day after the deadline	0.5% per day delay per centre
4.	Any technical glitches which disrupts smooth conduction of examination such as failure of Machine, issue in Power	Solution Provider to provide all the necessary arrangements in examination centre as defined in SoW	Manually as per observation of examination coordinator from Punjab Police.	Per instance	If the reported issue is not resolved within 15 minutes, the penalty will be 0.1% per such

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
	Backup, issue in Software, LAN/WAN connectivity, etc.				instances for every 15 minutes delay
5.	<p>Any issue which disrupts smooth conduction of Test Centres as well as PST and PMT such as non-availability or non-functionality of necessary devices or infrastructure at assessment centre as define in Scope of work or the following reasons but not limited to</p> <ol style="list-style-type: none"> PST Biometric Recording PMT Enlisting medically fit candidates 	Solution Provider to provide all the necessary arrangements in test centres, PST and PMT as defined in SoW	Manually as per observation of coordinator from Punjab Police.	Per instance	If the reported issue is not resolved within 15 minutes, the penalty will be 0.05% per such instances for every 30 minutes delay in respect examination

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
	<p>e. Sufficient arrangements for stationaries such as rough pages, pen/pencil</p> <p>f. Facility related to drinking water/washroom/ sitting arrangements</p> <p>g. Pursuance of covid19 guideline, etc.</p>				
6.	Delay in setting up Helpdesk for assistance of the candidates	It should be operational on the day advertisement published for recruitment	Manual based on acceptance by the department	Per day after the deadline	0.5% per day delay
7.	Helpdesk for assistance of the candidates: Average Speed to Answer (ASA)	≥ 95% of the calls to be attended within 5 seconds	System generated report from call centre solution Average amount of time to respond to the call. This includes the amount of time caller waits in a waiting queue	Weekly	<p>≥ 90% to <95% calls attended within 5 second: 0.05%</p> <p>≥ 85% to <90% calls attended within 5 second: 0.075%</p>

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
					≥ 70% to <85% calls attended within 5 second: 0.5%
8.	Response to non-voice mode of communications: E-mails	Response to the query of the candidates received through e-mail 100% of the response within 2 hours If the mail is received after 4:00 PM, it would be responded on next working day max by 11:00 AM	System generated reports from call centre solution	Weekly	>=95% to <100% response within two hours: 0.05% <95% response within two hours: 0.1%

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
9.	Helpdesk for assistance of the candidates: Average Speed to Answer (ASA)	≥ 95% of the calls to be attended within 5 seconds	System generated report from call centre solution Average amount of time to respond to the call. This includes the amount of time caller waits in a waiting queue	Weekly	≥ 90% to <95% calls attended within 5 second: 0.025% ≥ 85% to <90% calls attended within 5 second: 0.05% ≥ 70% to <85% calls attended within 5 second: 0.1%
10.	Delay in creation of Question Bank and Question Paper	As per set timelines of implementation	Manually based on acceptance by the department	Per day after the deadline	0.1% per day of delay

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
11.	Quality of Question Bank on various quality parameters	<p>Question Bank should be created up to the mark on below quality parameters</p> <ol style="list-style-type: none"> 1. Standardisation of Difficulty level 2. Comprehensive to cover the requisite syllabus 3. Content of question bank in terms: <ol style="list-style-type: none"> a. Relevance b. Clarity c. Conciseness d. Purposeful 	<p>Manually</p> <p>Post examination</p> <p>Personnel of Punjab Police may like to review the question bank and submit their reports. The complaints registered by the candidates related to questions may also be taken into consideration for the quality of the question bank.</p>	For each question bank for each subject	0.01% per question bank reported by examiners in their report
12.	Delay in supply or shortage of printed Question set and OMR sheet	As per set timelines of implementation	Manual based on acceptance by the department	Per day after the deadline	0.1% per instance observed by Punjab Police

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
13.	Paper leakage	No such incidence	Manual based on acceptance by the department	No deviation	Paper leakage: 5% for such proven instance and further may lead to termination with forfeit of PBG and initiation of due criminal proceeding In case of any leakage of Question Paper, re-examination shall be conducted within a time frame of 30 days
14.	Security beach	No such incidence	Any frisking, violation of examinations guidelines, carrying electronic devices by the candidates etc.	No deviation	0.01% per incident
15.	Any incidence of loss of data or video footage for any reason whatsoever	Loss of data or video footage	Manually as per reported case by the department	Per incident	0.05% per such incident

S. No.	Service Level Parameters	Baseline	Measurement	Violation of Service level agreement	
				Measurement interval	Penalty
16.	Delay in Preparation of List of Applicants to be called for Written Test/ CBT/ PST/ PST/ Interview	As per set timelines of implementation	Manually based on acceptance by the department	Per day after the deadline	0.1% per instance observed by Punjab Police
17.	Unavailability of adequate number of manpower at each test centre as defined in SoW	As per agreed requisite numbers	Manually as per reported case by the department	Per incident per day	0.01% per unavailable resource
18.	Delay in updating the data from examination centres into the central system beyond 24 hours.	Data should be updated within 24 hours from the time of closing examination	Manually as per confirmation by the Solution Provider to the department	Per incident	0.1% per incident
19.	Generation of Merit List for Written Test	As per set timelines of implementation	Manually based on acceptance by the department	Per day after the deadline	0.05% per day delay

7.2.2 Technical

S. No.	Service Level Parameters	Measurement methodology	Lower Performance		Basic Requirements
			Metric	Penalty	
1	Availability of Registration Application	<p>Uptime = {1 - [(Application downtime) / (Total Time Maintenance Downtime)]}</p> <p>Total Time shall be measured on 24*7 basis for website.</p> <p>Application Downtime shall be measured from the time the solution becomes unavailable (due to any reasons whatsoever attributable to the Solution Provider) for Business processing either to the end user or for batch job processing to the time it becomes fully available for the above stated business processes.</p> <p>Any downtime for maintenance shall be with prior written intimation to the Department.</p>	Minimum 99% uptime measured on weekly basis	0.1% per week	<p>Availability shall be measured on a monthly basis as follows:</p> <ul style="list-style-type: none"> · 24 hrs x no. of days in a particular month · e.g. for a month with 30 days: 24 hrs x 30 days = 720 hrs · For 30 days month 98% = 706 hrs
2	Average time taken for opening Internet portal (Home page) from remote site at 512 Kbps connectivity	<p>Script based checking every 10 minutes daily (8 am to 8 pm)</p> <p>Quarterly average from the log. Script based</p>	> Average daily 4 seconds	0.01% per instance	

S. No.	Service Level Parameters	Measurement methodology	Lower Performance		Basic Requirements
			Metric	Penalty	
		checking to be facilitated by the Solution Provider.			

Note:

- a. Cumulative of all penalties would be capped to 10% of value of work order of specific examination. However, it shall constitute enough grounds for the annulment of the Contract.
- b. The Bidder should submit the system generated report from industrial/global acceptance tool for technical SLA for evaluation by Punjab Police.

8 System Acceptance Testing

The bidder should provide the detailed acceptance testing procedure for the solution implemented for this project as per the requirements mentioned in the RFP.

The selected bidder should provide the details of the Acceptance Criteria for all the functionalities developed and implemented. The Acceptance Criteria would be review by Punjab Police and changes if any indicated after mutual discussion with the selected bidder

Punjab Police reserves the rights to conduct additional testing test on its own or by third any third party for providing acceptance for the solution.

9 Conflict of Interest

The selected bidder shall provide professional, objective and impartial advice and at all time hold the interests of Punjab Police paramount, strictly avoid and conflict with other assignments/jobs or their own corporate interests and act without any consideration for future work.

10 Annexures

10.1 Annexure 1: RFP Response Checklist

S. No	Document/Form Name	Description
1	Checklist	Signed RFP Response Checklist
2	RFP Document Fees	Acknowledgement/Receipt of RFP Document Fees
3	EMD Format	Signed copy of EMD letter
4	EMD Receipt	EMD Online submission acknowledgement/ Receipt
5	Form 1	Covering Letter for Technical Bid
6	Form 2	Compliance Checklist for Pre-Qualification Bid
7	Form 3	Particulars of the Bidder
8	Form 4	Compliance Checklist for Technical Bid
9	Form 5	Relevant Past Experience
10	Form 6	Declaration of Non-Blacklisting
11	Form 7	Power of Attorney/ Board Resolution for Authorized Signatory
12	Form 8	Covering Letter for Financial Proposal
13	Form 9	Financial Bid
14	Form 10	Earnest Money Deposit
15	Supporting Documents	Copy of Supporting documents for Pre-Qualification and Technical Qualification, attested by Authorized Signatory

10.2 Annexure 2 - Form 1: Technical bid Covering Letter (On Bidder's Letterhead)

To,
The Director General of Police
Punjab Police Department, Government of Punjab
Punjab Police Head Quarter
63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009

Sub: Submission of proposal for Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department

Bid Reference No.: _____

Dear Sir,

We, the undersigned, having carefully examined the referred RFP no., _____, offer to propose for the "**Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department**", in full conformity with the said RFP.

2. We have read all the provisions of RFP & Corrigendum, if any, and confirm that these are acceptable to us.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this Proposal, consisting of this letter, our Pre-qualification, Technical and Commercial Proposals, the duly notarized written power of attorney/ Board Resolution, and all attachments, for a period of 180 days from the date of Issuance of RFP as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
5. We understand that until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
6. We agree in case this contracted is awarded to us, we will provide similar services to other Govt departments of Punjab Police on prices discovered through this bidding process for the duration of contract period.

7. We also confirm that as on date our bidder is not declared ineligible by the State Government or PSU or Government of India for corrupt and fraudulent practices or blacklisted.
8. We fully understand and agree to comply that on verification, if any information as provided by us in our bid found to be misleading or misrepresented or suppression of facts, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so, along with blacklisting/debarment at Punjab Police and purchaser may also send recommendations to Government of Punjab.
9. We understand that Purchaser may cancel the bid process at any time and the Purchase is not bound to accept any proposal received, not to give reason for rejection of any proposal without incurring any liability towards the bidder.
10. We declare that this is our sole participation in this RFP bid and we are not participating/co-participating through any of other related party or channel.
11. We have deposited online sum of Rs. _____/- (Rupees _____ Lakhs only) towards EMD.
12. We have also deposited online Rs. _____/- (Rupees _____ Thousand only) towards RFP document fee.
13. We have also deposited the processing fee online.

Signature,

Full Name

In the capacity of

Duly authorized to sign Proposal for & on behalf of

Date _____ Place _____

10.3 Annexure 3 – Form 2: Compliance Checklist for Pre-Qualification Bid

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided	Provided (yes/no)	Reference & page no.
1.	The Bidder must be registered in India under the Companies Act 1956/2013 or LLP under LLP Act 2008 or Society Act 1860 or subsequent amendments thereto, for at least Five (5) years (as on date of bid submission)	Certificate of incorporation		
2.	The Bidder should have an average annual turnover of more than INR 30 crores in last three Financial Years (FY 2017-18, FY 2018-19 and FY2019-20)	Copies of audited accounts/certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors. The provisional copy of the balance sheet for FY2019-20 may be considered for evaluation purpose only.		
3.	The Bidder should have positive net worth in each of the last three Financial Years (FY 2017-18, FY 2018-19 and FY2019-20)	Copies of audited accounts/certificate along with certified copies of company balance sheet and Profit and Loss Account duly audited from auditors		
4.	Average annual turnover of Bidder from recruitment related activities of more than INR 15 crores in last three Financial Years (FY 2017-18, FY 2018-19 and	Copies of audited accounts/certificate along with certified copies of company balance sheet and		

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided	Provided (yes/no)	Reference & page no.
	FY2019-20)	Profit and Loss Account duly audited from auditors		
5.	The Bidder should have at least 100 technically qualified/trained and experienced manpower on its payroll for conducting OMR/CBT.	Certificate from Company Secretary / Certificate from HR countersigned by Authorized signatory		
6.	The bidder should have a valid Permanent Account Number (PAN) and GST Registration Number	Attach copies duly signed and stamped by seal of company		
7.	The Bidder must have experience (complete/ongoing) of three (03) OMR/CBT based examinations for Government bodies/PSUs in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order		
8.	The Bidder must have conducted OMR/CBT based exams with minimum of 50,000 candidates in a single exam in India in last 5 years as on bid submission date	Copy of LOI/Contract/Client Certificate / Work Order/Authorized signatory certificate		
9.	The Bidder should have any of the following valid certificates: <ul style="list-style-type: none"> • CMMi level 3 or above • ISO 9001 • ISO 27001 	Copy of valid certificates as on date of bid submission		
10.	The Bidder should not be blacklisted, debarred by the Central Govt / PSU / State Govt as on bid submission date	Self-declaration by authorized signatory		
11.	RFP Document fee of INR 1,000/-	To be remitted online through e- tendering site. Acknowledgement		

Sr. No.	Organizational Strength/Capability	Supporting evidence to be provided	Provided (yes/no)	Reference & page no.
		copy to be provided.		
12.	EMD worth INR 20,000 (INR Twenty thousand only)	To be remitted online through e- tendering site. Acknowledgement copy to be provided.		
13.	Special Power of Attorney / Board Resolution	Copy of Power of Attorney supported by Board Resolution (wherever applicable) in the name of the Authorized Signatory as per prescribed format. <i>Note: Limited/Listed companies may use their own format for PoA supported by Board Resolution (wherever applicable) in the name of Authorized Signatory clearly stating that the person is authorized to sign on behalf of the Bidder</i>		

10.4 Annexure 4 - Form 3: Particulars of the Bidder

S. No.	Information Sought	Details to be Furnished
1	Name and Address of the Bidding Company	
2	Incorporation Status of the Firm (Public limited/private limited, etc.)	
3	Year of Establishment	
4	Date of Registration	
5	Details of registration with appropriate authorities for service tax/GST	
6	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
7	Turnover Details	

10.5 Annexure 5 – Form 4: Compliance Checklist for Technical Bid

#	Criteria	Supporting	Provided (Yes/No)	Reference & page no
A	Financial Capability			
1.	The Bidder should have average Annual Turnover in last three Financial years (2017-18, 2018-2019, 2019-2020)	Copies of audited accounts/ certificate from auditors The provisional copy of the balance sheet for FY2019-20 may be considered for evaluation purpose only.		
2.	Average annual turnover from OMR/CBT based examination related to recruitment activities in last three Financial Years (2017-18, 2018-2019, 2019-2020)	Copies of audited accounts/ certificate from auditors		
B	Experience in conducting examination			

#	Criteria	Supporting	Provided (Yes/No)	Reference & page no
1	Maximum number of candidates appeared in Computer-based test (CBT) in single shift in India in last five Financial years (2015-16, 2016-17,2017-18, 2018-2019, 2019-2020)	Copy of LOI/ Contract/Client Certificate / Work Order		
2	Maximum number of candidates appeared in OMR in single exam in India in last five Financial years (2015-16, 2016-17,2017-18, 2018-2019, 2019-2020)	Copy of LOI/ Contract/Client Certificate / Work Order		
3	Experience of conducting recruitment examinations with Government bodies/PSUs in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	Copy of LOI/ Contract/ Client Certificate / Work Order		
4	Experience of conducting recruitment examinations for Police bodies (Police, Defence, CAPFs, MHA) in India in last five financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	LOI/Contract/Client Certificate / Work Order		
5	Experience of developing Question banks for examinations for Government bodies/PSUs in India in last five Financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20)	LOI/Contract/Client Certificate / Work Order		
C	Certifications			
1	Bidder to have a valid certificate of CMMi and ISO	Copy of Valid Certificate to be enclosed		
D	Recruitment Software Solution			

#	Criteria	Supporting	Provided (Yes/No)	Reference & page no
1	Recruitment software of Bidder	Self-certification and patent details to be enclosed		
E	Bidder's infrastructure capability			
1	Owned /Empanelled Node Capability (in the State of Punjab/UT of Chandigarh)	Proof to be submitted		
F	Approach & Methodology	Reference Page No.		

10.6 Annexure 6 – Form 5: Relevant Past Experience

[For all the below details, the Completion Certificate of the projects completed as on bid submission date need to be provided (issued to the responding bidder by the respective client)]

[Bidders are required to provide details of relevant experiences in the format given below, highlighting experience of implementing similar projects.]

Use separate sheet for each citation.

Sr no.	Particular	Details
1	Project Serial number	
2	Name of Project	
3	Name of Client	
4	Address of Client	
5	Contact Person Name & Mobile / Telephone of Client Officer to whom reference may be made	
6	Project Start Date as per contract	
7	Actual Project End Date	
8	Total number of candidates in a single OMR/CBT examination	
9	Number of candidates in a single shift	
10	Project Team Size	
11	Litigation/Arbitration pending /in progress with details	
12	Brief narrative description of project with respective to recruitment services	
13	Project credentials as per the criteria	
14	Remarks	

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Bidder]

Name of Firm/Company

10.7 Annexure 7 – Form 6: Declaration of Non-Blacklisting (On Bidder’s Letterhead)

To,
The Director General of Police,
Punjab Police Department, Government of Punjab
Punjab Police Head Quarter
63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009

Sub: Self-Declaration on non-blacklisting bid in response to RFP for Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department
Bid Reference No.: _____

Dear Sir,

We hereby declare that our company or firm, _____, is not debarred/ blacklisted by any of the State or UT and / or PSU/ Central Government in India, in any manner whatsoever on any ground as on the date of the declaration.

Signature,

Full Name

In the capacity of

Duly authorized to sign Proposal for & on behalf of

Date _____ Place _____

10.8 Annexure 8 – Form7: Format for Power of Attorney executed in favour of the Authorized Signatory

(It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the Bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".)

[To be executed on stamp paper of appropriate value]

We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position/ designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number for '<RFP Name>' dated , including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in meetings/conferences and providing information/ responses to the Punjab Police, representing us in all matters before the Punjab Police, signing and execution of all Contracts and undertakings/ declarations consequent to acceptance of our Proposal and generally dealing with the Punjab Police in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/ or upon award thereof to us till the execution of appropriate Agreement/s with the Punjab Police.

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

IN WITNESS THEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2020

For

(Signature, name, designation and address) *[Please put company seal if required] [Notarize the signatures]*

Witness 1:

Witness 2:

Name:

Name

Designation:

Address:

Signature:

Designation:

Address:

Signature:

Designation

Address

Signature

Designation

Address

Signature

10.9 Annexure 9 – Form 8: Financial bid Covering Letter (On Bidder's Letterhead)

<Date>

To,
The Director General of Police,
Punjab Police Department, Government of Punjab
Punjab Police Head Quarter
63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009

Sub: Financial Proposal for RFP No_____ for ***Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department***

Dear Sir,

Having examined the RFP Document, we, the undersigned, submitting the financial proposal/quote for ***Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department***, in full conformity with the said RFP Document.

We, the undersigned, having read and examined in detail the RFP document along with corrigendum released do hereby propose to provide the services to Punjab Police as specified in the RFP number <RFP No.> Dated <DD/MM/YYYY> along with the following:

I. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the RFP.

II. EARNEST MONEY DEPOSIT (EMD)

We have submitted an EMD online for a sum of INR 20,000/- in figure (INR Twenty Thousands Only). This EMD is liable to be forfeited in accordance with the provisions of the Section 3.16.

III. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/ documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

IV. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated in online submitted Financial Bid.

V. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the Contract is awarded to us, we shall submit the performance bank guarantee in the form prescribed in Section 5.5.

We hereby declare that all the information and statements made in this Financial Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

This proposal is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by "Punjab Police".

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Respondent]

Name of Firm:

Address:

10.10 Annexure 10 – Form 9: Financial bid format

The bidder is required to quote the commercial rates in the format given below:

S No	Name of Activity	Unit Rate (INR) per Admit Card issued to the Candidates				Estimated Number of candidates for evaluation of Financial bid	Effective price (INR) for evaluation
		3A	3B	3C	3D		
1	2	3A	3B	3C	3D	4	5
		<i>Up to 50 thousand Candidates</i>	<i>50 thousand to 2.5 lakhs Candidates</i>	<i>2.5 to 5 lakhs Candidates</i>	<i>More than 5 lakhs Candidates</i>		
A	Online Application Management as per scope in section 2.2.1					22,00,000	TA= (Average of 3A,3B,3C & 3D) x (4)
B	End to end Conduct of written examination (OMR) as per scope defined in sections 2.2.2, 2.2.3, 2.3, 2.3.1, 2.4, 2.6, 2.10 and 2.11(B1)					22,00,000	(Average of 3A,3B,3C & 3D) x (4)
	Additional cost to adhere Covid19 related guidelines for OMR examinations in pursuance of scope defined in section 2.9 Option 1 (B2)					22,00,000	(Average of 3A,3B,3C & 3D) x (4)

S No	Name of Activity	Unit Rate (INR) per Admit Card issued to the Candidates				Estimated Number of candidates for evaluation of Financial bid	Effective price (INR) for evaluation
		(Up to 5 thousand Candidates)	(5 - 10 thousand Candidates)	(10 - 20 thousand Candidates)	(More than 20 thousand Candidates)		
	Additional cost to adhere Covid19 related guidelines for OMR examinations in pursuance of scope defined in section 2.9 Option 2 (B3)					22,00,000	(Average of 3A,3B,3C & 3D) x (4)
	CCTV Surveillance & Recording and Safety & Security Measures for OMR examination as per scope defined in sections 2.8 (B4)					22,00,000	(Average of 3A,3B,3C & 3D) x (4)
Subtotal							TB=B1+B2+B3+B4
		<i>(Up to 5 thousand Candidates)</i>	<i>(5 - 10 thousand Candidates)</i>	<i>(10 - 20 thousand Candidates)</i>	<i>(More than 20 thousand Candidates)</i>		
C	End to end Conduct of Computer based test (CBT) – as per Scope defined in sections 2.2.2, 2.2.3, 2.3, 2.3.2, 2.4, 2.6, 2.10, and 2.11 (C1)					1,75,000	(Average of 3A,3B,3C & 3D) x (4)

S No	Name of Activity	Unit Rate (INR) per Admit Card issued to the Candidates				Estimated Number of candidates for evaluation of Financial bid	Effective price (INR) for evaluation
	Additional cost to adhere Covid19 related guidelines for CBT examinations in pursuance of scope defined in section 2.9 – Option 3 (C2)					1,75,000	(Average of 3A,3B,3C & 3D) x (4)
	CCTV Surveillance and Recording and Safety & Security Measures for CBT examination as per scope in section 2.8 (C3)					1,75,000	(Average of 3A,3B,3C & 3D) x (4)
Subtotal							TC= C1+C2+C3
1	2	3				4	5
D	PST and PMT including the data entry for Substance Abuse Test as per scope defined in section 2.5					27,000	TD={3} x (4)
E	Helpdesk as per scope defined in section 2.7						TE
Total effective Price of the bid (in Figures)							TA+TB+TC+TD+TE
Total (in Words)							

Important instructions for financial bid:

1. Bidder has to provide unit price against each subcategory of the activities in column 3 only.
2. The rates quoted shall be exclusive of duties and taxes.
3. This effective price shall be derived purely for the purpose of evaluation. However, the actual numbers of candidate will determine the actual value to be paid to the selected bidder.
4. The total effective price as indicated in above tables shall be derived for evaluation purpose only. However, the rates of the services will be determined by the applicability of the slab as per candidates appeared in the examination.
5. Under this agreement, the payment made to the Solution Provider for a specific component of the work of a particular recruitment process would be as follows:
Assuming that the quoted per candidate rate as mentioned in Part A above for the component, as per the selected rate slab for the particular recruitment process, is 'X' and the total number of applicants called for the component is 'Y'. The total payment made to the Solution Provider for the component would be calculated as per the formula 'X' multiplied by 'Y'.
6. Bidders are requested to quote rates for first year of contract. Price increase on availed services during subsequent years of contact or its extension shall be @ 5% per year
7. The cost for adherence of Covid19 related guideline is optional for recruitment board and subject to condition and advisory of govt at the time of issuance of work order.
8. The rates for the services will be applicable as per number of candidates appeared in examination conducted against work order issued by respective recruitment board.
9. Department reserves the right not to procure any of the services (A to E, or part thereof, as provided in Financial Bid Format above) from the successful bidder, if it finds the services price(s) is/are unreasonable.
10. Department reserves the right to choose options for COVID related prices mentioned for OMR test as per financial format.
11. Department reserves the right to opt or don't opt for COVID related prices mentioned for CBT test as per financial format

10.11 Annexure 11 – Form 10: Format for EMD

<Date>

To,
The Director General of Police
Punjab Police Department, Government of Punjab
Punjab Police Head Quarter
63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (herein after called "the Bid") to Punjab Police

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Punjab Police (hereinafter called "the Punjab Police ") in the sum of Rs.<<1,00,00,000>> (Rupees <<One Crore>> only) for which payment well and truly to be made to the said Punjab Police, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Punjab Police during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Bidding process after having been short listed;

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

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to<<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

10.12 Annexure 12 – Form 11: Format for Performance Bank Guarantee

<Date>

To,
The Director General of Police
Punjab Police Department, Government of Punjab
Punjab Police Head Quarter
63/9, Jan Marg, 9A, Sector 9, Chandigarh, 160009

Ref: Request for Proposal (RFP) for "Selection of Single Solution Provider for the Recruitment of Police Personnel in Punjab Police Department"

Dear Sir,

Sub: PERFORMANCE BANK GUARANTEE for Punjab Police, Government of Punjab

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956 or Limited Liability Partnership Act, 2008 having its registered office at (address of the Selected Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a Contract dated (Herein after, referred to as "Contract") with you (Punjab Police) forWe are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable bank guarantee in your favour for an amount INR <> (INR <> in words) and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said Contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled

to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold well till the completion of Contract period + 60 days, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until the completion of the Contract period + 60 days for the total solution as per said Contract.

We hereby expressly waive all our rights to pursue legal remedies against Punjab Police.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before (Date) i.e. completion of the period of Contract + 60 days for the recruitment process for vacancies in Punjab Police Department.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day **2021.**

Yours faithfully,

For and on behalf of theBank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Appendix 1: Non – Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

Punjab Police, Government of Punjab having its Head office at Chandigarh, India hereinafter referred to as 'Punjab Police' or '-----', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, or Limited Liability Partnership Act, 2008 or Society Act 1860 having its registered office at <***> (hereinafter referred to as 'the Solution Provider' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. Punjab Police is desirous to conduct Proctor Based Online Assessment for candidates.
2. Whereas in pursuing the Online Assessments (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
3. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

Agreement	means this Non-Disclosure Agreement (NDA) together with all Articles, Annexures and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Confidential Information	means all information including Punjab Police Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement); All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".
Intellectual Property Rights	means all rights in written data, trade secret, policies, procedures, guidelines, question bank, moral rights etc. (whether or not any of these are registered and including application for registration);
Parties	means Punjab Police and Proctor Based Online Assessment Bidder for the purposes of this Agreement and " Party " shall be interpreted accordingly;
Disclosing Party	shall have the same meaning ascribed to it in Clause 3 of this agreement;
Receiving Party	shall have the same meaning ascribed to it in Clause 3 of this agreement

Required Consents	means the consents, waivers, clearances and licenses to use Punjab Police 's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the online assessment and other items that Punjab Police or their nominated agencies are required to make available to Online Assessment Bidder pursuant to this Agreement;
Stakeholders	means the Candidates, Franchisee's, Investors, Citizens, Punjab Police or its nominated agencies, Punjab Police employees and the Departments of State Government;
Term	shall have the same meaning ascribed to it in Clause 2 of this NDA;

1.2 Interpretation

In this Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this Agreement;
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or bidder of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- h. references to times are to Indian standard time;
- i. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- c. as between any value written in numerals and that in words, the value in words shall prevail.

2. TERM

This Agreement will remain in effect for ____ years from the date of the last disclosure of Confidential Information ("Term"), at which time it will terminate, unless extended by the disclosing party in writing.

3. SCOPE OF THE AGREEMENT

- a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- b. grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.
- c. cause its employees to comply with the provisions of this Agreement;
- d. reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- e. prevent disclosure of Confidential Information to third parties;
- f. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
 - i. advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
 - ii. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.
 - iii. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
 - iv. not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
 - v. exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- g. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- a. was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- b. has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- c. was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e. is disclosed with the prior consent of the disclosing party; or
- f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- g. the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- b. By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters,

provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

- d. Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

- a. If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- b. A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- c. During the 14 days after a notice is given under clause 7(b) of this NDA (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Clause 6.21.2 of this RFP. Any legal dispute will come under the sole jurisdiction specified in Item Clause 6.22 of this RFP.

- d. The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

8. VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this NDA:-

- a. shall be in writing
- b. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this NDA;
- c. shall be executed by a duly authorized representative of the Party; and
- d. shall not affect the validity or enforceability of this NDA in any manner.

10. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid,

unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to Punjab Police:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Solution Provider Agency:

Attn. <***>

Phone: <***>

Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the Punjab Police and the Solution Provider shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

SIGNED, SEALED AND DELIVERED For and on behalf of the Solution Provider Agency by:	SIGNED, SEALED AND DELIVERED For and on behalf of the Punjab Police by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
(Fax No.)	(Fax No.)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

In the presence of:

- 1.
- 2.