



**NATIONAL INSTITUTE OF MENTAL HEALTH & NEURO SCIENCES**  
(Institute of National Importance), P.B. No. 2900, Hosur Road, Bengaluru – 560 029  
Ph: 26995023 to 25 / 5780

E-mail: [aaos@nimhans.ac.in](mailto:aaos@nimhans.ac.in)

Website: [www.nimhans.ac.in/tender](http://www.nimhans.ac.in/tender)

**Tender No. STR–D2/171/ONLINE EXAM/2019-20**

**28.08.2019**

**TENDER NOTIFICATION**

Sealed tenders are invited in **two bid system** from reputed service providers for Rate contract for conducting competitive online entrance examination and online recruitment examination of NIMHANS. The detailed tender document & specifications can be downloaded from **the Institute website [www.nimhans.ac.in/tender](http://www.nimhans.ac.in/tender)**. The Application fee, EMD amount and schedule for the tender process as shown below:

1	Tender No.	<b>STR–D2/171/ONLINE EXAM/2019-20</b> <b>Dated 28-08-2019</b>	
2	Name of the service	Rate contract for conducting competitive online entrance examination and online recruitment examination of NIMHANS	
3	Application fee (Non-refundable)	Rs2,360/- Inclusive of GST of 18%	By NEFT, SBI, NIMHANS Branch, Bangalore in favour to Director, NIMHANS. Account No: 54004640071 IFSC: SBIN0040675 Account Type: SB
4	Earnest Money Deposit	Rs 1,00,000/-	
5	Downloading of Tender documents from website	<b>28.08.2019 (Wednesday)</b>	
6	Last date for tender enquiry	<b>07.09.2019 (Saturday)</b>	
7	Last Date & Time of Submission of Tender	<b>18.09.2019 (Wednesday) 16.30 hrs</b>	
8	Date & Time of opening of Tender	<b>19.09.2019 (Thursday) 11.00 hrs</b>	
9	Discussion on Technical and Commercial Aspects and finalization of the service provider	<b>25.09.2019 (Wednesday) 10.00 hrs</b>	

**Sd/-**  
**Director**



### **TERMS & CONDITIONS**

The bid for the above service should be addressed to “The Registrar, National Institute of Mental Health & Neurosciences, Post Box No. 2900, Hosur Road, Bengaluru–560 029, Karnataka, India” and has to be **dropped in the box at the Purchase section, NIMHANS Administrative block** on or before **16.30 PM, 18.09.2019(Due date)** and the **Technical bids will be opened on 19.09.2019 at 11.00 AM** in the presence of tenderers or their representatives in the **Committee Room, Adjacent to Registrar Chamber, NIMHANS, Bengaluru.**

- a. The documents downloaded by the service providers from the website shall be valid for participation in the tender process. Those making use of the tender documents downloaded from the website shall have to pay the tender cost of the documents in the form of a demand draft, in a separate envelope along with the technical bid of the tender. Tender received without the requisite fee shall be considered as void ab initio.
- b. The tender is of **Two bid system, Technical Bid** (EMD, Application fee, Technical details, delivery period and other relevant documents except Price quotation) and **Price Bid** (Price quotation) valid for **four months** from the due date should be submitted separately in different envelopes super scribing Technical Bid & Price Bid for Rate contract in conducting competitive online entrance examination and online recruitment examination of NIMHANS.
- c. The tender bid received after the due date and time will be rejected. **NIMHANS, Bengaluru will not take any responsibility for delay, loss or non-receipt of the tender documents sent by post or under any other circumstances.**
- d. The Financial bid of only those parties who qualify in the technical evaluation shall be opened on **25.09.2019 after completion of technical evaluation.**
- e. **Application fee: By NEFT in favour of The Director, NIMHANS, Bengaluru of Rs 2,360/- (Inclusive of GST @ 18 % and non-refundable).**
- f. **EMD Amount: By NEFT in favour of The Director, NIMHANS, Bengaluru of Rs 1,00,000/-.**
- g. The EMD shall not bear any interest and will be refunded to
  - i. Successful tenderer on receipt of Agreement and Bank Guarantee.
  - ii. Unsuccessful tenderer upon finalization of tender bid.
  - iii. If the tender is cancelled or retendered.
- h. Tenders received without Application fee or Earnest Money Deposit (EMD) /inadequate EMD shall be summarily rejected.



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- i. The tender documents are non-transferable. The tender documents and all correspondence's relating to the bid in future shall be written in **English**.
- j. Any corrections/changes in the tender will be uploaded as corrigendum in the NIMHANS websites only.
- k. If the tender last/opening date falls on any general/government/institute holiday(s), then the successive dates will be postponed by equivalent days of holiday(s), however the time remains unchanged.
- l. The Director reserves the right of ordering/not ordering/cancelling/increase or decrease the service and to reject any or all tender bids without assigning any reason. The decision of the Director, NIMHANS, Bengaluru, shall be final in all the controversies that may arise in the matter. Any dispute arising out of this will be subject to the jurisdiction of the Court in Bengaluru.
- m. Failure to adhere any of the above terms and conditions the bid(s) may be rejected and EMD may be forfeited.
- n. **Any Clarification contact details:**

1	Technical Clarification	Smt. Sindu M.G, BME	080-26995700/9480829700
2	Enduser Department	Smt. Ravathi, AO(E)	080-26995012/5013/6222
3	General Clarification	SO(E), Purchase section	080-26995023/5780



## **GUIDELINES TO BIDDERS**

- 2.1 Definitions
- 2.2 Cost of tender
- 2.3 Submission of bid
- 2.4 Amendment to bid documents
- 2.5 Extension of time
- 2.6 Financial Bid
- 2.7 Earnest Money Deposit
- 2.8 Validity period of bid
- 2.9 Signing of bid
- 2.10 Time for submission of bid
- 2.11 Late bid
- 2.12 Modification and withdrawal of bids
- 2.13 Opening of technical bids
- 2.14 Clarification of bids
- 2.15 Evaluation of tenders
- 2.16 Acceptance and rejection of bid
- 2.17 Notification of successful bidder
- 2.18 Post bid clarifications
- 2.19 Opening of financial bid
- 2.20 Letter of intent

### **2.1 DEFINITIONS**

1. **NIMHANS:** “NIMHANS” means The National Institute of Mental Health and Neurosciences, Bengaluru, Karnataka, India
2. **Bidder:** “Bidder” means the service providers that participates in this tender and submits the technical and financial bid.
3. **Services:** "Services" means the work to be performed by the Professional Agency/Firm pursuant to this Contract, as described in tender.
4. **Letter of Intent:** “Letter of intent” means the communication of the intention of the **NIMHANS** to the bidder for the award of work (read with bid documents).
5. **Purchase order:** “Purchase order” means the order placed after issue of letter of intent by the **NIMHANS** to the successful bidder to whom the contract is awarded by **NIMHANS** including all attachments and appendices thereto and all documents incorporated by reference therein. It, along with the letter of intent and bid documents, together with amendments issued by NIMHANS (if any) constitutes the contract.



6. **Contract Price:** “Contract price” means consideration payable to the bidder after successful execution of the each examination as per the terms and conditions of the work order for the full and proper performance of the contractual obligations.
7. **Contract:** “Contract” means the documents forming the tender, the acceptance thereof and the formal agreement executed between the competent authority on behalf of The Director, **NIMHANS, Bengaluru**, and the Contractor together with the documents referred to therein including the General condition, conditions, specifications and instructions issued from time to time by NIMHANS.
8. **Works :** Expression ‘**Works**’ or ‘**Work**’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
9. **Site:** ‘**Site**’ shall mean the land or other places on/into/ through which work is to be executed under the contract, any adjacent land, path or street through which work is to be executed under the contract and any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
10. **Service Provider:** ‘**Service provider**’ shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal representatives of such individuals or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
11. **Director:** ‘**Director**’ means the Director of National Institute of Mental Health and Neurosciences (NIMHANS), Bengaluru and his successors.
12. **Contract Price:** ‘**Contract Price**’ means the charges to be paid for the performance of Services under this contract.
13. **Excepted Risks:** **Excepted Risks** are risks due to riots (other than those on account of contractor’s employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Director, NIMHANS.
14. **Vendor:** The “Vendor” means the service provider to **conduct online competitive entrance / recruitment examination for NIMHANS.**

## 2.2 COST OF TENDER

The bidder shall bear all costs associated with the preparation and submission of the bid. NIMHANS in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.



## **2.3 SUBMISSION OF BID**

The sealed offer shall be submitted in two separate sealed envelopes as indicated below.

### **2.3.1 Envelope-1(Technical Bid)**

The envelope-1 should be super scribed as (Technical bid) and shall contain the followings.

- a) Online payment for Rs. 2,360/- towards application fee, (UTR reference number should be enclosed)
- b) Online submission of EMD of Rs 1,00,000/- (UTR reference number should be enclosed)
- c) Documentary evidence in respect of the eligibility criteria mentioned in the Notice Inviting Tender as per Annexure-1 and Annexure-2.
- d) The bidders are required to attach the complete technical bid document as per Annexure-1 and Annexure-2 duly signed & stamped.
- e) Complete copy of tender document duly signed on all pages.
- f) Performance certificate from the Clients & list of Clients has to be enclosed.
- g) Audited financial statement including Profit and Loss Account and Balance Sheet for last successive three years ending 31.03.2019

### **2.3.2 Envelope-2 (Financial Bid)**

The envelope-2 should be super scribed as (Financial bid) and shall contain the financial bid only showing the details of prices with break up of taxes.

### **2.3.3 Both the envelopes shall bear the Description of service with the words 'DO NOT OPEN BEFORE' (due date and time)**

- a. A single sealed cover containing both the envelopes (i.e. envelope-1 & envelope-2 sealed separately) shall be addressed to the Registrar, NIMHANS, Hosur Road, Bengaluru-560029.
- b. The bid may be sent by registered post or delivered in person at Purchase section. The responsibility for ensuring that the bid is delivered in time would vest with the bidder.
- c. The bid delivered in person on or before the day of tender opening shall be dropped in the tender box kept at Purchase section, NIMHANS, up to the time mentioned in the Notice Inviting Tender. For the bids that are not delivered at the specified address NIMHANS, will not be responsible.
- d. The Tender shall be opened in the committee Room, adjoining the Registrar's office, NIMHANS, Bengaluru at the time and the date mentioned in the Notice Inviting Tender and if due to administrative reasons the venue of bid opening is changed, it will be duly intimated.
- e. Offer received through fax/mail or through open letter shall be rejected.

## **2.4 AMENDMENT TO BID DOCUMENTS**

**2.4.1** At any time, prior to the date of submission of bid, NIMHANS, Bengaluru may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bid document by issuing amendments.



**2.4.2** The amendments will be published by issuing a corrigendum in the same newspapers in which the original tender was published extending the due date of tender for submission/opening suitably.

## **2.5 EXTENSION OF TIME**

In order to give required time to prospective bidders in preparing their bids, NIMHANS, Bengaluru may at its discretion extend the deadline for submission of bid suitably.

## **2.6 FINANCIAL BID**

The rate per candidate inclusive of all cost and charges (Inclusive of GST) shall be quoted. The price has to be mentioned with breakup of GST. The rate finally agreed upon shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the NIMHANS) will be treated as non-responsive and may get rejected.

## **2.7 EARNEST MONEY DEPOSIT (EMD)**

**2.7.1** The bidder shall submit EMD amount as mentioned in the Notice Inviting Tender. The EMD shall be in the form of online NEFT/RTGS account payee in favour of The Director, NIMHANS, Bengaluru.

**2.7.2** The bid not accompanied by EMD shall be rejected as non-responsive.

**2.7.3** EMD amount of the unsuccessful bidders will be released on or before 30 days after the award of the contract to the successful bidder.

**2.7.4** EMD amount of successful bidder will be released on receipt of performance bank guarantee.

**2.7.5** EMD amount may be forfeited under the following circumstances: -

- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid document.
- b) In case of a successful bidder, if he fails to submit the required performance Bank Guarantee within the time prescribed or
- c) If he fails to deliver the services in terms of the scope of work specified in this tender document, contract order and amendments thereto, if any, issued from time to time by NIMHANS, Bengaluru.

**2.7.6** No interest is payable on EMD amount.

**2.7.7** In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.



## **2.8 VALIDITY PERIOD OF BID**

The bids shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the NIMHANS as non-responsive. In exceptional circumstances, NIMHANS may request the bidder for an extension of bid validity period. A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **2.9 SIGNING OF THE BID**

**2.9.1** The original copy of the bid shall be signed by the bidder or a person duly authorized by the bidder and the letter of authorization in such case shall be enclosed with the bid.

**2.9.2** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

**2.10 Time for submission of the Bid: The sealed bids shall be submitted on or before 4.30 p.m., 18- 09-2019 at Purchase section, Administrative Block, NIMHANS, Bengaluru.**

## **2.11 LATE BID**

Any bid received after the stipulated deadline for submission shall be rejected and will be returned un-opened to the bidder.

## **2.12 MODIFICATION AND WITHDRAWAL OF BID**

**2.12.1** The bidder may modify or withdraw his bid provided a written notice of modification or Withdrawal is received by NIMHANS prior to the stipulated deadline for submission of bid.

**2.12.2** The modification or withdrawal of bid is not allowed after the deadline for submission of bid.

## **2.13 OPENING OF TECHNICAL BID (PART-1)**

**2.13.1** On the date of tender opening only the technical bid (Part-1) shall be opened in the presence of bidder's authorized representatives. The bidder's representative who is present shall sign the attendance register. The financial bid will be opened at a later date of those technical bids who have been declared technically qualified by the technical committee constituted for this purpose. Such bidders will be informed accordingly.

**2.13.2** Only two representatives for each bidder shall be permitted and authorized to attend the bid opening.

**2.13.3** If the date fixed for opening of bids, is subsequently declared as a holiday by NIMHANS, the revised date of schedule will be informed. However, in the absence of such intimation, the bids will be opened on next working day, time and venue remaining unaltered.





## **2.14 CLARIFICATION OF BIDS**

**2.14.1** To assist evaluation and comparison of the bids, NIMHANS may ask the bidders for any clarification regarding the documents of the bid. The clarification and response from bidder shall be in writing and within the specified time.

## **2.15 EVALUATION OF TENDERS**

**2.15.1** NIMHANS shall carry out detailed evaluation of the technical bids and shall check the bids to determine whether they are complete or not in all respects as per Notice Inviting Tender. The technical compliance of bidders to the specification notified in the tender will be carried out to determine if the bid is technically responsive.

The technical bid of the tenderer will be evaluated to determine whether

- a) They are complete with respect to specifications as per the eligibility criteria Annexure-1 and Annexure-2.
- b) They are free from computational errors.
- c) The requisite documents have been submitted and properly signed.
- d) The expert committee will evaluate the technical bids and award the marks as per the point mentioned in the Annexure-2 and those bid who scores more than 60 marks will be considered for the financial bid opening. Marks awarded in both technical and financial bids are considered as per the QCBS evaluation procedure and the successful bidder will be finalized.

**2.15.2** Arithmetical error shall be rectified on the following basis: -

- a) The rate shall be quote in figure and words and in case of discrepancy in figures and words, the amount in words shall prevail.

**2.15.3** A bid determined as substantially non-responsive shall be rejected.

**2.15.4** NIMHANS, at its sole discretion, may waive any minor omission or non-conformity in the bid on advise of Expert committee which does not constitute a substantial material deviation.

**2.15.5** NIMHANS shall evaluate in detail the responsive bids based on the condition notified in the tender and subsequent notified amendments if any.

## **2.16 ACCEPTANCE AND REJECTION OF BID**

NIMHANS does not bind itself to accept the lowest or any other bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the NIMHANS action.

## **2.17 NOTIFICATION OF SUCCESSFUL BIDDER**

**2.17.1.1** NIMHANS will notify the successful bidder in writing by registered letter/e-mail and confirm the agency that its bid has been accepted.



- 2.17.1.2 On furnishing of bank guarantee by the successful bidder, NIMHANS will notify all unsuccessful bidders and their EMD will be released within 30 days after award of the contract to the successful bidder.

## **2.18 POST BID CLARIFICATIONS**

No post bid clarification at the initiative of the bidders shall be entertained and any effort made by the bidders to influence the NIMHANS in bid evaluation, comparison or award of the work shall result in rejection of the bid.

## **2.19 OPENING OF FINANCIAL BID**

The Price bid of the technically qualified tenderer/s only will be opened on a notified date in front of the qualified tenderer/s.

## **2.20 LETTER OF INTENT**

The issue of letter of intent shall constitute the intention of NIMHANS to place the purchase order / work order with the successful bidder.

It should cover the contract period. In the event of any failure to render the service as per the agreement, the Bank Guarantee shall be encashed by NIMHANS.

Failure of the successful bidder to comply with the requirement for submission of Bank Guarantee in time shall constitute sufficient ground for the cancellation of letter of intent and forfeiture of the EMD, in such case NIMHANS may make the offer to any other bidder or call for new bids at its own discretion.



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Payment Terms:**

60% of the billing value will be paid after successful completion of each Online Entrance Exam. Balance 40% will be paid post completion of the project within 10 days from the date of submission of the Invoice.

**2. Performance Guarantee:** The bidder shall give his acceptance along with performance guarantee of Rs. 500,000 (Rupees five lakhs) value in the form of Bank Guarantee. Bank Guarantee shall be executed as per the following condition:

It should cover the contract period. In the event of any failure to render the service as per the agreement, the Bank Guarantee shall be en-cashed by NIMHANS.

**3. Penalty Clause:** In case of breach of contract by the successful bidder, the performance Bank Guarantee submitted by the bidder will be en-cashed by NIMHANS

### **4. Indemnification of IPR:**

a. The bidder shall protect indemnify and save harmless the NIMHANS, against all liabilities, including cost expensed, claims, suits or proceedings at law, growing out of or in connection with any actual or alleged intellectual property rights infringement and will defend or settle at the Bidder's own expense any such claims, suits or proceedings. The NIMHANS shall notify the bidder in writing of any such claim, suit, action or proceeding coming to his attention as promptly as practicable. If, after such notice, the bidder acknowledges that this contract applies with respect to such claim, then the bidder is entitled, to immediately take control of the defense and investigation of such claim and to employ and engage attorneys. The NIMHANS shall co-operate in all reasonable respects, with the Bidder, in the investigation, trial and defense of such claim. In addition, any appeal arising there from, provided, however, that the NIMHANS may, at his sole discretion, choose to participate through his attorneys or otherwise, in such investigations, trials and defenses of such claim and any appeal arising there from.



b. The service provider shall indemnify and keep indemnified NIMHANS for and against any and all claims, actions, demands, costs, charges and expenses arising from or for infringement of patent rights, copyrights or other protected rights, if any, in selection of equipment (servers, computers, networks, etc.), setting up of examination centres, planning and conduct of online examination, development of website/dashboard etc. by the service provider for the performance of the Service, and found to have infringed any such rights. The service provider should furnish an indemnity bond for above.

c) In the event of any claim being made or action being brought against NIMHANS in respect of any of the matters referred to the above, service provider shall promptly be notified and it shall at its own expenses conduct all negotiations for the settlement of the same, and any litigation that may arise.

d) In the event of selection of equipment (servers, computers, networks, etc.), setting up of examination centres, planning and conduct of online examination, development of website/dashboard etc. by the service provider for the performance of the Service constitute infringement of patent or any of the protected rights and use thereof is restrained, the service provider shall at no extra cost to the NIMHANS procure the right to continue using the same or replace the same at their own costs with noninfringing work approved by the NIMHANS or modify them so that these become noninfringing, but such modifications shall otherwise be to the entire satisfaction-of the NIMHANS.

e) The provisions of (a) to (c) above shall survive the completion, expiration or termination of the Contract.

f) In terms of contract expiry or termination at any stage the successful vendor should provide the keys for decrypting the relevant data for NIMHANS.

**5. Force majeure:** If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (herein after referred to "eventuality"), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall



be reason of such an "eventuality" be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such "eventuality" has come to an end or cease to exist.

In case of any dispute, the decision of Director, NIMHANS, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract.

**6. Resolution of dispute and Arbitration:** If any dispute arises between the parties hitherto during the subsistence or thereafter in connection with the validity, interpretation, implementation, breach of any provision of the contract or regarding and including a question as to whether the termination of the contract by one party hitherto is legitimate, both parties hitherto shall endeavor to settle such dispute amicably. The matter shall be referred to an Arbitrator appointed by mutual consent of both parties and the provisions of the Indian Arbitration Act and Conciliation Act of 1996 as amended from time to time shall apply to such arbitration. The agency expressly agrees that the arbitration proceedings shall be held at NIMHANS Bengaluru. In case any agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only court of law, Bengaluru shall have the Jurisdiction

**7. Termination for default:** The NIMHANS may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the agency, terminate this contract in whole or in part.

- a) If the bidder fails to deliver any or all the services within the time period(s) specified in the contract, or any extension thereof granted by the NIMHANS.
- b) If the bidder fails to perform any other obligations under the contract.
- c) If the bidder, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the NIMHANS may authorize in writing) after receipt of the default notice from the NIMHANS.
- d) On a notice period of 30 days.



- e) In the event of NIMHANS terminating the contract in whole or in part pursuant to above para the NIMHANS may hire the agency at the risk and cost of working agency under contract as NIMHANS deems appropriate. However the agency shall continue the performance of the contract to the extent not terminated.

**8. Liquidated Damages:**

In case of failure to provide the service within the stipulated period, the bidder shall be liable to pay liquidated damages, as determined by NIMHANS, not exceeding 10% the contract price and shall be recovered from the performance bank guarantee.

**9. Termination for Convenience:**

NIMHANS may, by written notice sent to the supplier, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NIMHANS conveniences, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

**10. Applicable Law:**

The contract shall be interpreted in accordance with the laws of the Union of India, only the Court of Law at Bengaluru shall have the jurisdiction.

**11. Documentation:**

- a) Two sets of operational / service / applicable manuals are to be provided.
- b) The detailed documentation on various sequences, operating procedures, application software and evaluation software etc., are to be provided free of cost and the same must be updated.

**12. Upgradation of software:**

The software for system / application shall be upgraded at free of cost as and when the newer version is available in consultation with NIMHANS. Migration of old COE server data both transaction as well as the master data to be provided by the vendor at no additional cost to NIMHANS.



### **13. Security Rules**

The service providers will follow the rules and regulation for the security framed by NIMHANS from time to time regarding movement of personnel, materials and equipment to and from office/site, issue of identity cards, control of entry of personnel and all similar matters. The service providers will also follow all rules and regulations applicable to the area being declared/pronounced from time to time by the authorities or any other statutory orders. Nothing extra will be payable on account of stoppage/hindrance of the work due to the enforcement of security measures/ emergency conditions.

### **14. Idle Claim**

No claims from the service provider will be entertained on account of idle work force, non-use of facilities due to stoppage of work, unprecedented rain, storm or any other unforeseen circumstances.

### **15. Contract period**

The contract is initially for a period of 1 year only. However, this will be renewable/ extended up to 3 years subject to satisfactory performance by the service provider and on mutual consent.



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**ACCEPTANCE CERTIFICATE**

I.....(designation)..... of (Name of the Company) ..... hereby accept all the Terms & Conditions along with annexures for the above said tender of NIMHANS, Bengaluru.

The bidder if awarded the contract to provide the service as per the tender.

**SEAL AND SIGNATURE OF THE AGENCY/BIDDER**

Date :

Place :





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**ANNEXURE-A (Check list to be submitted along with technical document)**

1. Profile of the organization
2. Details of Networking to undertake fully online test.
3. List of Clients, where similar jobs are executed in the past 3 years.
4. List of test centres & Infrastructure facilities available on All India basis.
5. Latest Income Tax return
6. Copy of PAN and GST registration number
7. Certificate by the authorized signatory that all the terms and conditions of the bid are acceptable to the bidder.



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Ph: 26995023 to 25 / 5780

E-mail: [aaos@nimhans.ac.in](mailto:aaos@nimhans.ac.in)

Website: [www.nimhans.ac.in/tender](http://www.nimhans.ac.in/tender)

Tender Notification No: **STR–D2/171/ONLINE EXAM/2019-20**

Name of the company:.....

To,

**The Director,  
NATIONAL INSTITUTE OF MENTAL HEALTH & NEUROSCIENCES  
(Institute of National Importance) Hosur Road, Bengaluru – 560 029**

Dear Sir,

1. I/We hereby submit our tender for the Rate contract for conducting competitive online entrance examination and online recruitment examination of NIMHANS
2. I/We now enclosing herewith the
  - a. Application Fee of Rs 2360/- vide, UTR No. \_\_\_\_\_ Date: \_\_\_\_\_
  - b. EMD amount of Rs 1,00,000/- vide , UTR No. \_\_\_\_\_ Date: \_\_\_\_\_

**(TENDERS NOT ACCOMPANIED WITH EMD/BID SECURITY ALONGWITH THE TECHNO COMMERCIAL BID SHALL BE SUMMARILY REJECTED).**

3. I/We have gone through all terms and conditions of the tender documents before submitting the same.
4. I/We hereby agree to all the terms and conditions, stipulated by the NIMHANS, in this connection including delivery, warranty, penalty etc.
5. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
6. Tenders are duly signed (No thumb impression should be affixed)
7. I/We undertake to sign the contract/agreement, if required, within 15 (Fifteen days) from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the NIMHANS, Bengaluru.

**NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES/LEVIES ETC, HAS BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES/LEVIES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.**

**Yours faithfully,**

**Signature of Tender(s) full address**



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## Organization and Project Snap Shot

### About Us

NIMHANS (Institute of National Institute), Bengaluru is a Multispeciality, Multidisciplinary Institute offering Superspeciality, Medical, Para-Medical, Diploma and Undergraduate courses in various departments. NIMHANS is the first Institution in India to conduct On-Line Entrance Examination for all the Post Graduate Medical and Non-Medical courses. NIMHANS is successfully conducting the On-line Entrance Examination from the past three years.

### About Project

NIMHANS proposes to conduct On-line Entrance Test for the Academic year 2020-21 (starting from October 2019). The project needs to be executed on turnkey bases from the application management till conduct of examination, sharing of results and authentication of candidates during final selection.

### Scope of work

#### **3.1. Scheme of Entrance Examination:**

Examination shall be conducted in following mode:

- Computer Based Examination (CBE) using Intranet / (LAN) across India. The number of test cities shall be decided and communicated to the vendor on confirmation of the examination. The examination will be conducted for candidates who successfully complete and pay for an application. The question papers shall contain as far as possible objective type questions. The duration of the exams can vary from 30 minutes to 180 minutes. The medium of communication for the assessment and its various components shall be in English.
- The nature of exams and number of candidates are shown in Annexure–3 (academic and recruitment exams)

#### **3.2. Scope of Work**

**This has been divided into following three broad phases**

- Pre- Examination Phase
- Examination Phase
- Post Examination Phase
- All the activities should be carried out in consultation with NIMHANS.

#### **Pre Examination Phase**

- All pre-examination phase processes shall be carried out in consultation with NIMHANS.
- The template for the applications shall be decided in consultation with NIMHANS.



- The Service Provider shall work with NIMHANS for the creation of the application form and the integration of a payment gateway provider. The only mode of payment acceptable to NIMHANS shall be online via debit/credit card and net banking. The Service Provider should facilitate issue of serially numbered, GST compliant receipt for each payment.
- The Service Provider should make the provision for admit card download. The candidate should be able to take the print of successfully filled applications.
- The Service Provider shall send SMS and emails to applicants on a periodic basis in consultation with NIMHANS. The Service Provider shall ensure that a helpdesk/call center facility is made available starting from the date of opening of application to the day of the counseling.
- The Service Provider is expected to draw the examination plan and design the examination processes in consultation with NIMHANS as follows:

Complete Security management processes to be adopted as per existing UG NEET guidelines

- Physical Security including frisking of candidates before entry into the exam hall.
- Information Security
- Server Security
- Network Security
- Homeland security
- Candidate handling process
- Mapping of candidates details with Exam Centers
- Validation and verification of identity
- Attendance and biometric (photograph and thumb impression) handling
- Machine/seat allocation and handling of security parameters
- Bulk/individualized SMS
- Bulk/individualized emails
- Toll Free/Customer care number for attending queries
- Any other processes related to conduct of Examination.
- 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.
- To provide specifications for Hardware and Software required at all stages of the examination.
  - Generation of Admit cards
  - Exam Centres
  - Devices and systems to be used for authentication and audit trail mechanisms required for Exam.
- To provide consulting, training and manpower support to handle the entire Examination.



- To identify required Exam Centers in each of the cities with minimum capacity of 100+10% reserved i.e. 10 per 100 systems kept as reserve per shift.
- To ensure that Exam Centre has the required suitable Hardware, Software, Internet and LAN connectivity for conducting Examination.
- To ensure UPS facilities and Generator facility at each Exam Centre for un-interrupted power.
- To carry periodic audit at Exam Centers for
  - Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
  - Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
  - Working conditions of UPS and Generator.

Ensuring and monitoring security within the examination hall by providing authorized entry to candidates, preventing unauthorized entry, liaisoning with local police and providing CCTV proceeding of the examination room of each computer labs.

- To ensure suitable drinking water and separate toilet facilities both for Boys and Girls
- The service provider should ensure that adequate facilities are extended to the disabled (PWD) candidates wherever necessary.
- To provide facility to candidates for mock test through downloadable software. The same facility should also be available online to be run through web server. The mock test should be replica of the examination.
- To provide help to candidates through a call centre (toll free/customer care number) ensuring the service quality 24x7
- The Question Paper shall be created by NIMHANS
- Any other work decided by NIMHANS on the basis of requirement of individual examination

#### **Examination Phase**

- The Controller of Examinations (COE) of NIMHANS shall be consulted for all processes related to the conduct of Examinations.
- NIMHANS COE shall host and manage the examination process through intranet based solution at EXAM centers.



- Display of seating arrangements on a board in each center to be arranged.
- To securely transmit, download, install and implement Question Papers received from Dept. The Question Papers installation and implementation shall be as per requirement of NIMHANS
- Soft Copies of encrypted Question Paper sets for each centre will be provided not before 2 hours prior to the start of examination in prescribed format. Decryption key for the question paper shall be provided by NIMHANS thirty minutes before the start of exam.
- Digital Biometric Capture of candidates at the examination center prior to the start of the exam is a Critical activity. The Service Provider has to provide details of the number of biometric capture devices available on demand during the Service Provider identification process of the tender. In addition the service provider shall demonstrate to NIMHANS that they have adequate number of working devices on the day prior to the examination.
- Capture of candidate photographs during the capture of biometric is a must. The Service Provider has to provide details of the number of camera's/capture devices available on demand during the Service Provider identification process of the tender
- Checking of original documents and admit card of the candidates at the examination gate. Individual password shall be given to each candidate by the Service Provider at the examination centre after verification of the documents.
- Signature of the candidate in the attendance sheet and Verification of the signature in attendance sheet vis-à-vis the signature in the admit card
- To complete registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics taken at this stage shall be used later on for authentication purposes at the time of recruitment/admission to course.
- Capture of physical fingerprint impression on the attendance sheet
- To arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.
- To maintain audit trails of all activities of candidate (click by click) during the course of examination.
- To monitor arrangements and supervision of Exam Centre activities on monitoring console at NIMHANS office. The data should be a real time data to be generated from each Exam Centre during the examination.



- At the end of the exam, the service provider shall make available a summary to each candidate displaying the no. of questions attended, the no. of correct answers, no. of wrong answers and provisional score.
- The invigilators shall verify the photograph on the system screen with that of the person taking the exam at a given terminal.
- At the end of the exam, transfer/export candidate response and audit trails on secured channel from local server to Central server located at NIMHANS not later than one hour from each exam center. Other data such as attendance sheet, finger print, photograph, video recording, seating plan etc should be made available to NIMHANS within 3 days of conclusion of each exam shift.
- Contingency plan for student management/shifting in case of any emergency.

#### **Post Examination Phase**

- To calculate marks obtained by each candidate as per requirement of the Institute.
- The candidate's responses, biometric, photograph, audit trails should be uploaded automatically from the local server to COE at NIMHANS in a secured manner. There should not be any traces of any data pertaining to candidate whatsoever post uploads left on the exam server.
- The Service Provider should be able to hand over the raw responses/data to NIMHANS immediately after the candidate's response upload from local exam server within 60 minutes. The software should have capability to take the answer key post examination.
- The Service Provider should be able to support NIMHANS with audit trails, individual question paper and response reports on demand.
- All the attendance sheets and any other documents collected as a part of verification or NIMHANS process should be handed over to NIMHANS within 7 days of examination.
- The result has to be processed on the same day and should be handed over to NIMHANS in a secured manner.
- The merit list formation/creation to be done by Service Provider as per the guidelines laid down by NIMHANS.
- To provide documented inputs and support for handling
  - Candidates queries
  - Press interaction
  - RTI queries
  - Court Cases



**Note:**

1. The Service Provider shall have to carry/ demonstrate complete System Test Run (STR) with test data to the NIMHANS before implementation. The Service Provider should also be able to demonstrate click by click audit trail for any type of enquiry.
2. The Service Provider should also be able to demonstrate Application server logs to capture all errors, warnings and exceptions that are generated in applications along with the time at which they occurred.

**IMPORTANT INSTRUCTIONS:**

- The Service Provider should be registered in India. The registered Service Provider should be operating in India for a minimum of three years with an objective of offering IT Solutions and Services that are the subject matter of this tender.
- It is mandatory that the Service Provider should own the copyright of the source code of the software being used for conducting the exam. Further, they should be able to make changes as required in any of the components of the software.
- The Service Provider should be certified for compliance with established Information Security standards such as ISO 27001.
- The Service Provider should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, QA Certification and Deployment into production.
- Any change in the Hardware or Software configuration pertaining to the Entrance Examination process shall be implemented with prior approval of NIMHANS only.
- The Service Provider must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
- The Service Provider should have an in-house quality assurance and product testing team with a robust quality management processes that are followed to test and certify the system used to conduct the exam. The service provider should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor patch releases.
- Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, High-Availability, Security, Usability, Business Continuity, and Disaster-Recovery.
- The Service Provider should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the exam. Results of such performance tests should be made available for each major release of the system used to conduct the exam.





- The Service Provider should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- Suitable emergency management plan shall be available to meet any crisis situations/redundancy of servers, nodes additional center locations, students' data.
- The candidate console should have a Zoom.
- The Service Provider should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours.
- At any time before the submission of bids, NIMHANS may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Service Provider s and will be binding on them. The Service Provider's shall acknowledge receipt of all amendments.
- If the amendment is substantial, Service Provider (s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by NIMHANS.
- The Service Provider will provide a question paper authoring tool which will ensure end-to-end security of the question paper with 256 bit AES encryption.
- All software for question paper authoring, computer based examination, biometric, candidate handling etc. must be owned by Service Provider.
- The Service Provider shall provide the look and feel of exam paper including screen shots in consultation with NIMHANS.
- The Service Provider shall ensure the maximum security of processes, infrastructure, servers, networks, etc as per the plan drawn in consultation with NIMHANS.
- The Service Provider shall demonstrate the software developed and carry out the suggested changes as many times as needed by NIMHANS.
- If any component of the examination invigilation, logistics, are being outsourced it is the responsibility of the vendor to ensure that the security, logistics and quality of the examination is not compromised.



**Annexure-1**

**ELIGIBILITY CRITERION**

S.No	Basic Requirement	Specific Requirements	Documents Required
1	Turnover	Average Annual Turnover of the company should be at-least 50 Crores during last three financial Years ending March 2019 & average turnover generated from services related to computer based assessment (LAN based and not internet based) exams during the last three financial years (as per the last published Income Statement), should be at least Rs. 10 Crores. The turnover refers to a company and not the composite of its subsidiaries/sister concerns etc.	Extracts from the audited Balance sheet and Profit & Loss account; OR Certificate from statutory auditor appointed by the company
2	Technical Capability	Bidder must have successfully conducted :- Computer based examinations in India (for minimum 25000 candidates in a single shift in at least 15 cities) in last one year (as on last date bid submission) for Government Sector/ Public Sector Undertaking Institutions.	Completion Certificates from the client; OR Work Order + Self certificate of Completion (Certified by Authorised Signatory)
3	Goods and Service Tax and Income Tax	Company should have a valid Goods and Service Tax Registration and Income Tax returns.	Copy of Service Tax Registration • Income Tax returns for last 3 financial years (2016-2019) • Audit report from CA for last 3 financial years (2016-19)
4	Legal Entity	Firm should be a Company registered under the Indian companies act, 1956 (or) a firm registered under the Limited Liability Partnership Act,2008 (or) a firm registered under the Partnership Act,1932	Certificates of Incorporation
5	Manpower Strength	The Company should have at-least 1000 employees involved in conducting online examination	Declaration by head of organization/unit in the form of an affidavit
6	Blacklisting	Participant should not be an entity which has been black-listed by Government/PSU.	Undertaking on company letter head certified by authorized signatory.
7	Geographical Presence of Firm /	The Bidder should have an operational office in at least 5 large cities in India and one of them shall be in Bengaluru.	Certificate by Authorized signatory with address of Office



<b>8</b>	<b>Company Certifications</b>	The bidder should be certified for compliance with Information security Standard	Copy of ISO-27001 and 9001: 2015 certificate with the signature of authorized Signatory
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Only those bidders who meet the eligibility requirements would be considered as qualified for Technical and Financial evaluations. **False information provided calls for outright rejection of bid.**

### Annexure-2

#### Scoring Model

S.No	Evaluation Criteria for assessing Technical Capability	Score
<b>1</b>	<b>Company Credentials</b>	<b>30</b>
<b>1.1</b>	<b>Legal Structure</b>	
	Public Limited	5
	Private Limited	3
	Partnership /Proprietary	2
<b>1.2</b>	<b>Annual Turnover (average of last 3 financial years as in the pre-qualification criteria)</b>	
	Above Rs. 150 Crores	5
	Rs. 100 to 150 Crores	3
	Less than 100 Cr	2
<b>1.3</b>	<b>Certifications</b>	
	27001:2013 and 9001:2015	5
	CMMI certifications : Level 5	5
<b>1.4</b>	<b>Minimum number of software development and support personnel experienced in developing and supporting software to manage integrated examination management system (Proof of employees to be submitted)</b>	
	More than 100	5
	50-100	3
	Less than 50	2
<b>1.5</b>	Registered Office in India with presence across 5 large cities and minimum 1000 employees for conducting online exams.	5
<b>2</b>	<b>Technical and Operational Capability</b>	<b>55</b>
<b>2.1</b>	Conducted online / Computer based exams in last one year (Since 1st April 2018): <b>number of candidates in at least 1 exam for any Government Institution</b>	
	More than 200,000	15
	100,000 – 200,000	9
	Less than 100,000	4
<b>2.2</b>	Experience in conducting Computer based examination in India (for minimum 25,000 Candidates single shift in at least 15 cities) in last one year (as on last date bid submission)	
	> 5 assignments	10
	3 - 5 assignments	5



	< 3 assignments	2
<b>2.3</b>	<b>Infrastructure Capability in India(Contracted Nodes)</b>	
	More than 200,000 computers	10
	100,000– 200,000	6
	Less than 100,000 computers	4
<b>2.4</b>	<b>Number of Single shift Exam for INIs ( Institute of national Importance) (minimum 8000 candidates per shift) in last one year</b>	
	More than 5	10
	Between 2-5	6
	Less than 2	4
<b>2.5</b>	<b>Ownership of Source code of the software for customization</b>	10
<b>3</b>	<b>Presentation and Demonstration</b>	<b>15</b>
<b>3.1</b>	Presentation	7
<b>3.2</b>	Demo	8

A bid shall be considered technically responsive if it fulfills all eligibility criteria. All responsive bidders will be subjected to a two stage evaluation. Technical evaluation will be based on the criteria mentioned above. Only those bidders whose score at least 60 percent in the defined scoring mechanism mentioned above in the table will be considered technically qualified. Price Bids of such technically qualified bidders shall further be opened.

### Financial Bid Evaluation

- The Financial Bids of firms which scores 60% marks each (1) in company credentials, (2) technical and operational capability and (3) presentation and demonstration during technical evaluation will be opened on the prescribed date.
- The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial Scores for other than L1 bidders will be evaluated using the following formula
- Financial Score of a Bidder

$$(F_n) = \{(Commercial Bid of L1/Commercial Bid of the Bidder) \times 100\}$$

*(Adjusted to two decimal places)*

- Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.

### Combined and Final Evaluation for Selection of Service Provider

- The technical and financial scores secured by each bidder will be added using weightage of < 70% > and < 30% > respectively to compute a Composite Bid Score.
- 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:-

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where

**B<sub>n</sub>**= overall score of bidder

**T<sub>n</sub>**= Technical score of the bidder expressed in percentage

**F<sub>n</sub>**= Normalized financial score of the bidder



In the event the bid Composite bid scores are tied, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

The Director, NIMHANS reserves the right to reject or disqualify any bidder assigning reason for rejection.

### Annexure-3

Sl.No	Course	2017-18		2018-19		2019-20
		Session1	Session2	Session1	Session2	Session1
1	Medical PG	9930		12155		6765
2	Ph.D	446	201	434	213	375
3	M.Phil	1044		1418		1525
4	M.Sc	60		46		55
5	Fellowship	117		164		102
6	B.Sc		560		225	782
7	Total	11597	761	14217	438	9604
	centers	7	4	7	4	7



**EMD REFUND VOUCHER**

**Tender No.** STR–D2/171/ONLINE EXAM/2019-20

**28.08.2019**

**Name of the Service quoted for:** Rate contract for conducting competitive online entrance examination and online recruitment examination of NIMHANS

<b>Name and Address of the Depositor:</b>	<b>Nature of Deposit</b>	<b>E.M.D</b>		
	<b>Amount of Deposit</b>			
	<b>UTR No. &amp; Date</b>			
	<b>Date of Deposit</b>			
	<b>Status (For office use)</b>	<b>Successful</b>		
		<b>Unsuccessful</b>		
		<b>Cancelled</b>		
<b>Reg. Vol.</b>	<b>Pg. No.</b>	<b>Sl. No.</b>		

Received the ..... on .....day of ..... 2019 the sum of Rs 1,00,000/-(**Rupees One Lakh only** ) being the amount payable on account of deposit described above.

**Signature & Seal of the Depositor**

**(FOR OFFICE USE ONLY)**

This is to certify that the amount of deposit of **Rs 1,00,000/- (Rupees One Lakh only)** has become due for payment on or after Sanction of the Director has been obtained for refund of the above amount, on the note sheet Para No. .... of the File No: STR–D2/171/ONLINE EXAM/2019-20 and necessary entry of the refund of the deposit has been recorded in the E.M.D register page No. .... The above UTR reference No. \_\_\_\_\_ sent to Accounts section on \_\_\_\_\_.

**Special Officer (E)**

**Registrar**

VOUCHER NO: .....DATE..... PASSED FOR PAYMENT TO Shri/Smt/Messrs .....  
.....Rs.....(**Rupees.....Only**)

**CASE WORKER**

**MANAGER / O.S.**

**DY.F & A.O.**



Tender No. STR–D2/171/ONLINE EXAM/2019-20

28.08.2019

**CHECK LIST**

**(TO BE FILLED BY THE TENDERER)**

Rate contract for conducting competitive online entrance examination and online recruitment examination of NIMHANS				
1	Name & Address of the tenderer			
2	Validity of the Quotation 120 Days			
3	Technical Bid (Yes or No against each item)	a.	Application Fee UTR No. enclosed	
		b.	EMD UTR No. enclosed	
		c.	Profile of the organization	
		d.	Details of Networking to undertake fully online test.	
		e.	List of Clients, where similar jobs are executed in the past 3 years.	
		f.	List of test centres & Infrastructure facilities available on All India basis.	
		g.	Latest Income Tax return	
		h.	Copy of PAN and GST registration number	
		i.	Certificate by the authorized signatory that all the terms and conditions of the bid are acceptable to the bidder	
4	Training will provided (Yes or No)			
5	Whether service provider office is available in Bengaluru?			
6	Any Other Information (Enclose separately in letter head – Yes/No)			