



REQUEST FOR PROPOSAL

FOR

**End-to-End Conduct of Computer Based Test
(CBT)
For MSSC Exam**

[July 2025]

**MANIPUR STATE INFORMATION TECHNOLOGY SOCIETY,
GOVERNMENT OF MANIPUR**

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This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

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The issue of this RFP document does not imply that the Chairperson, Manipur SSC is bound to select and to appoint the Selected Bidder as Service Provider and the Chairperson, MSSC reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Chairperson, Manipur SSC or any other cost incurred in connection with or relating to its bid.

All such costs and expenses will be borne by the bidders and the Chairperson, Manipur SSC shall not be liable in any manner, whatsoever, for the same or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.

Acronyms

Term	Definition
MSSC	Manipur Staff Selection Commission
CBT	Computer Based Test
AI	Artificial Intelligence
CERT-In	Computer Emergency Response Team - India
EMU	Exam Monitoring Unit
ISO	International Organization for Standardization
MSME	Micro, Small & Medium Enterprises
QCBS	Quality and Cost Based Selection
RFP	Request for Proposal
EMD	Earnest Money Deposit
PBG	Performance Bank Guarantee
PPP	Public-Private Partnership
MSITS	Manipur State Information Technology Society
CCTV	Closed-Circuit Television
LAN	Local Area Network
DR	Disaster Recovery
ICT	Information & Communication Technology
SDC	State Data Centre
SPA	Service Provider Agency
SLA	Service Level Agreement
MCQ	Multiple Choice Question
IPR	Intellectual Property Rights

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1. Executive Summary

The Manipur Staff Selection Commission (MSSC) invites proposals for the implementation of a comprehensive end-to-end system for conducting online examinations. The selected Service Provider shall be responsible for setting up a complete solution for a period of **two (2) years**, extendable by up to **one (1) additional year** on a yearly basis, subject to satisfactory performance.

The selected bidder will be required to design, develop, implement, and maintain the following key components:

Computer-Based Test (CBT) System: A robust, secure, and scalable online examination platform.

Candidate Management System: End-to-end management of candidate data, including registration, admits card generation, attendance tracking, and results processing etc.

Content / Question Bank Tools: For the creation and management of question banks, including support for multimedia content and secure item banking.

Exam Monitoring Unit: Real-time monitoring and control system for live examinations.

Centralized Infrastructure: Including servers, storage, networking, and monitoring tools.

Infrastructure at Exam Centers: Setup of necessary hardware and software, including power backup, surveillance systems, and secured connectivity.

Additionally, the Service Provider shall be responsible for:

- Manage the complete examination lifecycle, including application submission, biometric verification, secure exam delivery, and result processing.
- Develop and maintain a unified CBT platform with integrated candidate management, real-time dashboards, and detailed audit trails.
- Ensure compliance with the Public Examination (Prevention of Unfair Means) Act, 2024, and all applicable cybersecurity guidelines issued by the Government of India.
- Provision and maintenance of all necessary hardware and infrastructure.
- Deployment and management of qualified manpower at all required locations.
- Hosting of all application and candidate data in a secure ISO certified Data Center, with appropriate Disaster Recovery and Backup solutions.
- Ensuring complete confidentiality, integrity, and security of examination data throughout the lifecycle of the project.
- Conducting regular training programs for stakeholders involved in the examination process.
- End-to-end operation and maintenance of the entire system and services for the duration of the contract.
- Establishment of a dedicated Helpdesk and support mechanism to resolve technical and operational issues in a timely manner.

All responsibilities, technical specifications, and service levels shall be governed by the detailed terms outlined in the RFP.

2. Introduction

The Manipur Staff Selection Commission (MSSC) was formally constituted on September 1, 2022, through the enactment of the Manipur Staff Selection Commission Act, 2022 (Act No. 10 of 2022). The establishment of the Commission marks a significant milestone in the Government of Manipur's commitment to ensuring a professional, transparent, and efficient recruitment process for various posts and subordinate services under the state government. This includes recruitment for departments, directorates, statutory bodies, public sector undertakings, autonomous bodies, and semi-government organizations operating under the Government of Manipur.

The primary mandate of MSSC is to conduct competitive examinations and selection processes in a free, fair, impartial, and transparent manner. By upholding the highest standards of integrity and accountability, the Commission aims to build public trust and confidence in its operations and decisions.

Key Objectives of the MSSC:

- Ensuring that every stage of the examination is free from malpractice, favoritism, and undue influence.
- Maintaining strict confidentiality in all matters related to examinations until the final results are officially published.
- Implementing open and accessible procedures that allow candidates to understand the process clearly and assess it as fair.
- Establishing an unbiased selection process where all candidates are treated equally and the Commission remains answerable to the public and the government.
- Regularly updating and refining examination methodologies, evaluation systems, and administrative practices to meet evolving needs and technological standards.

In a proactive step towards modernization and efficiency, the Commission has resolved to automate and computerize the conduct and management of examinations. This transformation will be executed through a Public-Private Partnership (PPP) model, aimed at achieving the following:

- Enhanced Accuracy in examination and evaluation processes.
- Greater Speed in conducting exams and declaring results.
- Minimized Human Intervention, thereby reducing the scope for errors or biases.
- Secure and Tamper-Proof Examination Environment, leveraging advanced digital infrastructure.
- Candidate Convenience, with user-friendly online registration, admit card generation, and result access systems.

The use of technology will not only make the entire recruitment process more robust but also significantly reduce the time and resources required, thereby increasing overall efficiency.

3. Fact Sheet & Important Dates

Item	Description
Name of Work	End-to-End Conduct of CBT for MSSC Exam
Nature of Bid Process	Online Bid Submission on https://manipurtenders.gov.in 1. EMD 2. Pre-qualification Bid 3. Technical Bid 4. Commercial Proposal
The Currency in which payment shall be made	Indian Rupees (INR)
Bid Publication Date	14 th August, 2025
Date & Venue for Pre-Bid Conference and Time	21 st August, 2025, 02:00 PM at the Office of the Member Secretary, Manipur State Information Technology Society, 4 th Floor, Western Block, New Secretariat, Imphal-795001
Bid Submission Deadline (Minimum 3 weeks)	Upto 4 th September, 2025, 02:00 PM
Date and Time of Opening of Technical Bids	4 th September, 2025, 03:00 PM
Date and Time of Opening of Financial Bids	Shall be notified later
Tender Fee	The bidder shall furnish a Tender Fee of INR 20,000/- (Rupees Twenty Thousand only) along with the bid. The fee should be submitted in the form of a Bank Draft or Banker's Cheque, issued by any Scheduled Bank, drawn in favor of: "Member Secretary, Manipur State Information Technology Society". Payable at: Imphal only.
Earnest Money Deposit	The bidder is required to furnish an Earnest Money Deposit (EMD) of INR 5,00,000/- (Rupees Five Lakh only) along with the bid. The EMD should be submitted in the form of a Bank Guarantee (BG), Demand Draft (DD), or Banker's Cheque issued by any Scheduled Bank, drawn in favor of: "Member Secretary, Manipur State Information Technology Society", Payable at: Imphal. Bidders, who are registered as Micro and Small Enterprises (MSEs), as defined under the MSE Procurement Policy issued by the Department of MSME, are exempted from submission of the EMD. However, to avail of this exemption, a valid MSE registration certificate must be submitted along with the bid.

	Failure to submit the certificate will result in the EMD being applicable as per the terms above.
Bid Validity days	180 days (From last date of opening of tender)
Performance Bank Guarantee (PBG)	3% of the total project cost from the successful bidder. PBG is required to be submitted within 21 days from the date of issue of Work Order
Email Address to send Queries	
Address for Communication	Manipur State Information Technology Society, 4th Floor, Western Block, New Secretariat, Imphal – 795001

1. RFP shall be downloaded from tender link available at <https://manipurtenders.gov.in> & <https://manipur.gov.in>.
2. No manual bids shall be accepted. All bids (both Technical and Financial) should be submitted in the online portal.
3. Corrigendum and addendum may be issued on the changes required. Reply on pre-bid queries received by MSITS shall be displayed on e-tendering website. Bidders are advised to visit the webpage regularly and update themselves. The Pre-Bid queries, Corrigendum/addendum are the part of tender document and Bidders are supposed to upload the same accordingly, duly signed as per the guidelines given in the tender document.

4. Project Background

The proposed Manipur Staff Selection Commission (MSSC) Online End-to-End Conduct Project aims to modernize and digitize the entire recruitment process for government positions in the state of Manipur. Currently, the recruitment workflow is largely manual, resulting in delays, inefficiencies, and a lack of transparency. This project envisions the development of a comprehensive digital platform to manage every stage of the recruitment lifecycle—from application submission, candidate verification, exam scheduling, and admit card issuance, to exam conduction, evaluation, and result declaration.

A key objective of the project is to implement multi-layered security protocols to protect candidate data, prevent examination malpractices, and ensure the confidentiality of question papers and evaluation processes. The platform will also incorporate physical exam center management, covering logistics such as center allocation, seating plans, invigilator deployment, and real-time monitoring for fair and seamless exam administration.

Through this end-to-end digital transformation, MSSC seeks to enhance operational efficiency, enforce strict security standards, and deliver a recruitment process that is transparent, reliable, and accessible to both candidates and administrators.

5. About this RFP

This RFP is meant to invite proposals from interested agencies capable of delivering the services described herein. The content of this RFP describes scope of work, desired solution, standards & specifications as well as other requirements (functional, operational and technical)

of the project and the Instruction to Bidder, Service Level Agreement (SLA) and General Terms and Conditions. All participating bidders must ensure strict compliance with the Public Examination (Prevention of Unfair Means) Act, 2024, host applications and data on CERT-In-empowered cloud service providers or data centers, and adhere to relevant ISO standards, including ISO/IEC 27001 (Information Security Management) and ISO 9001 (Quality Management Systems).

6. Scope of Work

The Service Provider shall execute the entire scope of work in close consultation with the Manipur Staff Selection Commission (MSSC). The preparation and conduct of exam shall be done as per the guidelines provided by the MSSC.

The scope of work shall be classified in two categories:

- i. **End-to-End Examination System Design and Integration.**
- ii. **End-to-End Examination Conduct and Management**

6.1 End-to-End Exam System Design and Integration

6.1.1 Requirement Gathering and Analysis

- Identification of various stakeholders and their roles.
- Identification and analysis of the current process flow for conducting examinations and selections.
- Assessment of challenges and pain points in the current practice.
- Review of compliance with relevant government policies and regulations.
- Evaluation of existing technology infrastructure supporting the exam process.
- Analysis of user experience and usability aspects for candidates and administrators.
- Identification of security requirements and potential risks.
- Prioritization of requirements based on feasibility and impact.

6.1.2 System Design and Development

- System architecture design for Candidate Management System, Computer Based Test (CBT), Content/Question Banks Preparation Tools, and Exam Monitoring Unit.
- User interface and database design for all the above-mentioned systems.
- Development/Configuration of software system for Candidate Management System, CBT, Content/Question Banks Preparation Tools, and Exam Monitoring System, with end-to-end integration of all applications to ensure seamless functionality and data flow.
- Content/Question Banks Preparation Tools to create and manage a question bank in accordance with MSSC examination guidelines.
- Design and develop a multi-layered security framework encompassing network, physical, data, server, and application safeguards to protect system integrity and confidentiality.

- Design and development of dashboard prototypes for real-time monitoring and reporting.
- Exam Monitoring Unit to oversee and manage the examination process in compliance with MSSC guidelines.
- Integration with third-party services such as payment gateways and SMS notification systems etc.
- Design of CCTV surveillance systems, biometric (fingerprints/facial recognition/Iris), Aadhar authentication mechanisms, and other security infrastructure components.
- Design of compute servers and network infrastructure compliant with ISO-certified security standards, incorporating disaster recovery and backup solutions, followed by thorough testing to ensure performance, reliability, and security
- The developed systems shall undergo unit, integration, system, functional, non-functional, regression, and user acceptance testing to ensure end-to-end quality assurance and reliability.

6.1.3 Infrastructure Set Up

- Centralized Infrastructure setup to support core operations, data management, and monitoring for the MSSC examination system, incorporating robust security measures such as firewall protection, data encryption, access controls, disaster recovery, and regular security audits to ensure data integrity and system availability.
- On-Site Infrastructure at Examination Centers including necessary hardware, network connectivity, surveillance, and biometric systems to ensure secure and smooth exam conduct.

6.1.4 UAT, Field Testing, Final Acceptance Testing and Go Live

- After finalizing all the application software's, SPA shall make necessary arrangements for User Acceptance Testing and Field Testing. MSSC will facilitate SPA for conducting these tests. Success of this phase will lead towards Final Acceptance Testing and Go Live.

6.1.5 Training and Documentation

- Preparation of a detailed project implementation plan with a component-wise activity schedule.
- Development of the system architecture and design document for the project.
- Preparation of technical documentation for system monitoring and reporting tools audit trails, and log management.
- Creation and submission of detailed Business Requirement Definition document covering all the stated initiatives.

6.2 End-to End Examination Conduct and Management

The Service Provider shall carry out the following examination activities:

- MSSC Candidate Management must integrate with all the candidate data, support exception handling in case of venue changes, integration of question papers and sharing answer keys of all the question paper for candidate Challenge module.
- Venue Details to be informed at least 21 days prior to commencement of examination.
- List of all exam functionaries (all individuals associated with the exams, deployed at the centers) to be informed about 7 days prior to commencement of examination.
- Complete candidates' response of the examination, audit trail, biometric data, CCTV footages of the entire examination at all exam centers and other exam related data to be submitted to MSSC.
- Documented inputs and support for handling-
 - (a) Candidate's queries
 - (b) RTI queries and
 - (c) Court Cases.
- The solution must ensure that all question previews are fully aligned with the final UI design standards implemented in the CBT.
- All required software systems involved in the preparation and conduct of the examination must be seamlessly integrated as part of a unified solution.
- Provision of well-equipped, properly ventilated exam venues with necessary infrastructure, including High-speed connectivity (minimum 1 Gbps), uninterrupted power supply with online UPS, generator, and DG set, facilities to support candidates with disabilities (PwD).
- Shall provide require number of computer nodes with 10% buffer.
- Exam venues should be located at accessible locations and must be equipped with adequate facilities such as drinking water, sanitary arrangements, sufficient parking space, noise-free environment etc.
- If the Service Provider's office and the exam venue are located within the same building, the exam venue shall be physically isolated with separate entry and exit points to ensure security and prevent unauthorized access.
- The exam venue shall be audited by MSSC or its authorized agency. Any inclusion of a new venue or modifications to an existing venue shall be subject to a fresh audit by MSSC or its authorized agency.
- Pre-audit of all exam venues must be conducted to verify hardware configuration (RAM, keyboard, etc.), Operating systems and software readiness, network setup, CCTV surveillance and equipment and availability of tools to detect network intrusions.

- Ensure zero black spots in CCTV coverage to maintain 100% visibility for monitoring and security purposes.
- Question papers shall be securely administered by the Service Provider (SP), ensuring strict confidentiality and controlled access at all stages of handling.
- May conduct a pre-examination audit of questions by MSSC or authorized agency.
- **Content Creation**
 - The Service Provider would provide the Question Paper Authoring Software and train the bonafide representatives designated by MSSC on Question Paper Authoring and Question Pack Generation.
 - The Service Provider should be willing to modify the Question Paper Authoring Software as per the requirements of MSSC. Any such requirements of MSSC will be communicated to the Service Provider by MSITS as and when need arises, but well before the beginning of the actual authoring process.
 - The Computer System or Laptop used for generating the Question Pack will be arranged by MSSC, and not by MSITS or Service Provider and shall be carried out in secure room provided by MSSC
 - The Question Paper Authoring Software must allow for creating multiple versions of a question paper by jumbling or randomizing questions and answer choices from vast question pools.
 - The Authoring Software must ensure that encrypted and password protected Question Pack is generated which will be used for examination at various Test Centers.
- **Content Uploading**
 - The encrypted and password protected confidential data (i.e. Question Pack) generated by the Authoring Software will be ported to designated server.
 - The porting of Question Pack to the designated Server will be carried out by the Application Architect of the Service Provider over the intranet connectivity (i.e. Manipur Broadband Network: secured internet via VPN) one hour prior to examination in the presence of bonafide representatives designated by MSSC.
- May facilitate candidate mock tests at all exam venues.
- Visitors register must be maintained at the venue during the mock test, ensuring proper security protocols are followed.
- Each candidate shall undergo Aadhaar-based biometric registration, which includes capturing digital photographs, fingerprints, and other relevant biometric data.
- Candidate biometrics (e.g., fingerprint or face scan) shall be verified at both entry and exit points of the exam venue.

- Captured biometric data shall be cross-verified against the data submitted during the application process.
- Candidates must provide fingerprint impressions on both the attendance sheet and the copy retained by MSSC for verification and audit purposes.
- Mapping of candidate details with allocated exam venues.
- Provision to capture comprehensive evidence of the examination process, including periodic screen captures, continuous webcam images, and audio recordings of the candidate while attempting the examination.
- Support proctoring with advanced AI-enabled features such as real-time monitoring, facial recognition, behavior analysis, and automated detection and flagging of suspicious activities to ensure exam integrity.
- Automated and randomized seat allocation for fairness and transparency.
- Provision and deployment of required hardware and software, networking infrastructure, trained manpower, necessary training and consulting services for examination operations.
- Availability of a designated frisking facility at all exam venues to conduct physical security checks in a secure and dignified manner.
- Candidate document verification and admit card check at venue entry.
- Biometric and Aadhar-based identity verification at entry and exit points.
- Maintain and make available the list of all examination functionaries with Aadhaar authentication.
- Background check /police verification of the exam functionaries shall be valid for one year.
- Repositories to maintain documents /contact details of all the deployed manpower at exam venues.
- Development of comprehensive SOPs and process manuals covering all examination-related activities along with rules of contingency and exception handling/emergency procedures to ensure uniformity and compliance within 21 days of signing SLA.
- A walkthrough video of the exam process shall be shared with candidates prior to the examination to familiarize them with the procedures and environment.
- Sufficient manpower, as required for the smooth conduct of the examination, shall be deployed at the exam venue, with mandatory background verification.
- The examination shall be conducted through Computer-Based Testing (CBT).
- Adequate time shall be allocated prior to the exam for candidate orientation on the exam structure and procedures.
- Malpractices awareness to Candidates before Exam.

- Candidate Registration through QR Scan of the admit card and verification of biometric data with Aadhar authentication or using fingerprint/iris/face authentication.
- Audit trails of all activities of the candidates shall be maintained.
- Contingency plan for candidate management/shifting in case of emergency shall be provided on approval of concerned authority.
- The real time data of activities at exam venues shall be monitored and supervised through monitoring tools.
- Mobile signal jammers shall be installed at all exam venues to prevent unauthorized communication.
- Uninterrupted power supply shall be available for each session and for 30 minutes prior to and after each session of examination.
- Live streaming of all CCTV cameras shall be fed to the Examination Command Control Room. Recordings of the live CCTV feed shall be securely transferred to the MSSC within 15 days of the completion of examination.
- The question paper for particular examination shall be stored in encrypted format.
- Candidate shall not be able to navigate more than one screen for one question.
- An alert or flag shall be displayed on the screen in case of any mismatch in candidate data, such as photograph, ID details, etc.
- Decryption of question papers shall occur only at the candidate's node through Transport Layer Security protocols (TLS), not more than 2 minutes before the scheduled start of the examination and only after the candidate has successfully logged in. Questions and Answer options must be randomized.
- All data transactions at the candidate node shall be logged with a timestamp. The system shall automatically log out the candidate once the stipulated exam duration is over.
- Core applications shall be hosted in secure data center with parallel Disaster Recovery and Business Continuity Plan.
- Sufficient storage capacity shall be provided for storing all exam data.
- The set of challengeable questions shall be uploaded on the official website with a link provided to candidates for submitting objections, and the received responses shall be shared with the Agency or Service Provider for report generation and submitted to MSSC within 1–2 days.
- The final scores for the MSSC exam shall be prepared within 5 days by consolidating raw marks, resolving any objections, applying necessary normalization, and verifying results before official publication and communication to candidates.

- The encrypted candidates' responses must be submitted to MSSC within 4 hours of the completion of each exam shift. Raw scores shall be uploaded within 6 hours of the completion of the exam shift.
- Biometric data captured at entry and exit shall be compared, and two lists — one for matched and one for unmatched records shall be provided to MSSC within 1 week of exam completion.
- Question papers, candidate responses, and the provisional answer key shall be made accessible to candidates for a specific duration as determined by MSSC.
- SOP shall be modified from time to time as directed by MSSC.
- The Post-Examination Analytics Report shall be provided within 21 days of the sharing of normalized scores, and shall include the following:
 - Analytical reports to be shared are Audit logs, Item wise MCQ, Candidates performance, malpractices, Item-wise questions and other data report as required by MSSC.
 - Documents support related to Candidates queries, RTI queries, Court queries and FIR against candidates malpractices.
 - Exception reports for all incidents of malpractices.
- **Skill Test for Candidate**
 - Skill Tests such as typing test, Data Entry Speed Test, Computer Proficiency test etc. shall be conducted for candidates if required by MSSC.
- **Audit of Question**
 - MSSC may conduct audit of questions for quality/relevance of questions, correctness of answers or being prepared as per the guidelines of MSSC.

7. Proposed System



Figure 1: Computer Best Test CBT.

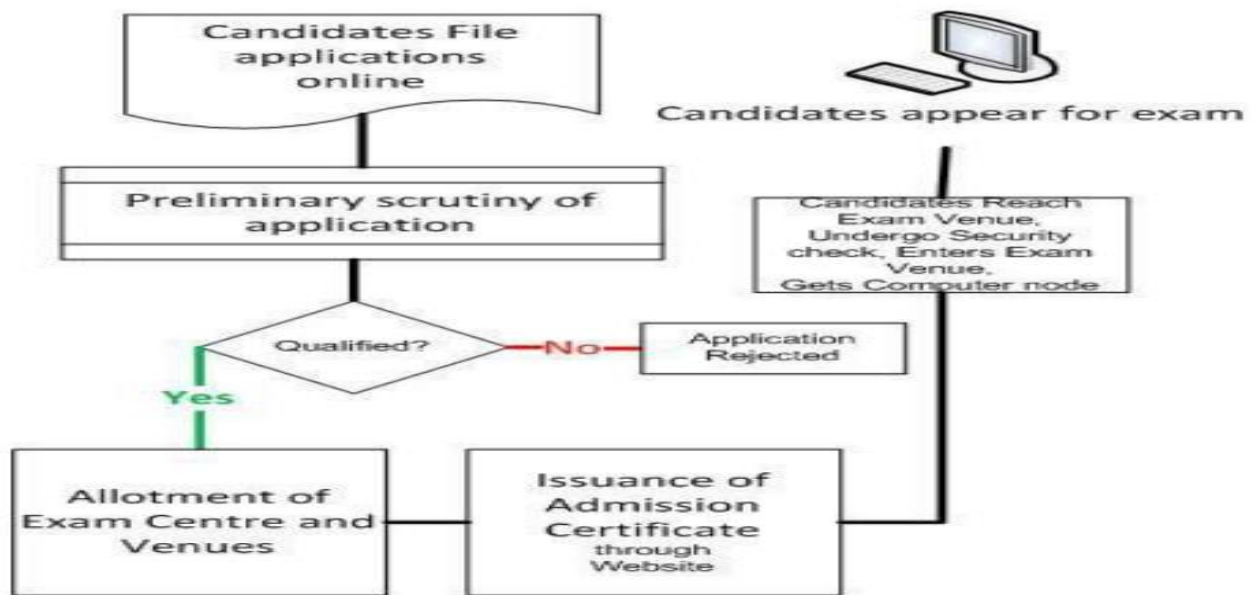


Fig2. Flow Diagram of CBT

8. Functional Requirements

The basic functional requirements for End-to-end conduct of CBT exam shall have the followings:

CANDIDATE APPLICATION MANAGEMENT

- Vacancy collection.
- Manage application receipt and notifications.
- Conduct application scrutiny.
- Issue Admit Cards.
- Process and declare results.
- Provide post-result support to departments.
- Grievance Handling.
- Feedback.

QUESTION PAPER AUTHORIZING MODULE

This module will allow for creating multiple versions of a question paper by jumbling or randomizing questions and answer choices from vast question pools. Create question paper using multiple subjects.

QUESTION PAPER GENERATION MODULE

This module will generate encrypted and password protected Question Pack which will be used for examination at various Test Centers.

COMPUTER BASED EXAMINATION (CBT)

- Built on Enterprise Application Platforms.
- "Safe to Host" certification from CERT-In empanelled agency.
- Conducted by authorized agencies per approved protocols.
- Shuffles questions and answer options.
- Questions navigation within the stipulated time.
- Held at secure, designated centers across Manipur.
- Real-time monitoring dashboard on exam day.
- Audit trails & logs with restricted access.
- Supports digital signatures / e-sign-in.

EXAM MONITORING UNIT

- Monitoring: Pre, During & Post Exam.
- Centralized Control room with Real time monitoring Dashboard.

EXAM VENUE & INFRASTRUCTURE

- MSSC may suggest/provide venues.
- Exam list & audited venues published 30 days before exam.
- Final venue confirmation 20 days before exam.
- Venues must be accessible and not coaching centers.
- Diesel Generator (DG) sets available.
- CCTV with live feed.
- Signal jammers to be installed.
- Provision for PwD.

DATA HOSTING & EXAM STAFFING

- Deploy on MeitY-approved cloud or ISO 27001-certified Data Centre.
- Ensure data residency within India.
- Service Provider to deploy all necessary exam personnel.

CANDIDATE REGISTRATION AT EXAM VENUE

- QR/bar code scanning of admit cards at entrance.
- Biometric: fingerprint & iris scanning, or face.
- Biometric data captured and stored at both entry and exit.
- Aadhar based authentication.
- Registration closes 30 minutes before exam.

SEAT ALLOCATION

- Random, automated seat allocation.
- 10% buffer seats available in each hall.

SECURITY FEATURES

- **AI-Based Photo Matching:** Real-time comparison of live candidate photos with application photos at entry and exit points to ensure identity verification.
- **Malpractice Detection:** Automatic flagging of suspicious candidates for potential malpractice, enabling appropriate action including FIR filing where necessary.
- **Secure Question Storage & Transmission:**

Storage of question papers in encrypted format using secure content/question bank creation tools. Encryption of question bundles using asymmetric algorithms for secure transmission.

- **In-Memory Decryption & Randomization:** Secure, in-memory decryption of question papers followed by dynamic randomization to ensure uniqueness and integrity during the exam session.
- **Watchdog Monitoring System:** Implementation of a watchdog mechanism to continuously monitor system processes, detect anomalies, prevent tampering, and ensure uninterrupted and secure test
- **Emulator Interface:** The service provider shall provide an emulator interface that accurately simulates the manner in which questions will be displayed on the candidate's screen during the actual examination.
- All system-level actions such as copy, paste, cut, and screen capture shall be completely disabled on candidate machines during the examination. Only essential ports (e.g., keyboard, mouse, display and network) shall be enabled; all non-required ports (e.g., USB, Bluetooth) must remain disabled to ensure exam integrity.
- MAC address, IP address, and Asset ID (as per inventory records) of all devices used for the examination shall be submitted to MSSC when required.

Additional features may be added or existing ones modified **as per MSSC requirements from time to time** to align with organizational policies, evolving exam standards, or technology updates.

Minimum technical requirement for Computer Nodes at Examination Venues

S. No	Item	Specifications
1.	Monitor/Terminal size	Minimum 15 inches or above.
2.	Processor	CPU Speed: 1.5 GHz or above.
3.	RAM	4 GB or higher.

9. Pre-Qualification Criteria

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the RFP document.

The bidder must also possess the technical knowhow, qualified resources and tools that would be required to successfully execute the services.

S. No	Parameters	Documents Required
1.	The Bidder must be an Indian firm, company, or organization registered under the Companies	Copy of the Partnership deed/Bye Law / Certificate of

	Act, 1956 or 2013, and should have been in existence in India for more than 5 years.	Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	The bidder must have office in Imphal. In case bidder doesn't have office in Imphal, bidder should give an undertaking to open an office in Imphal within 45 days from the date of award.	Proof of address or Consent Letter in the letterhead with stamp.
3.	The bidder must have valid ISO 9001:2015 certification, or atleast CMMi Level 3 Compliance Certificate.	Authenticated copy of valid certificates at the time of bid submission.
4.	The bidder should have average turnover of atleast Rs.10 crore during the last three financial years (2021-22,2022-23,2023-24)	Certified copy of the financial Statements including audited Balance sheet and Profit & Loss Account along with relevant PO.
5.	The bidder should have experience in undertaking end-to-end recruitment processes with CBT for at least 10 Central Government/State Government clients in last 5 years.	Work order / Purchase order / Contract) And Work Completion Certificate issued by the Client.
6.	The bidder should have AI enabled system to accept the application and conduction of CBT and have at least 80 software developers on payroll on the date of submission of bids.	Undertaking on company letterhead confirming: • Availability of AI-enabled system for application and CBT. • Minimum 80 software developers on payroll as of bid submission date.
7.	The bidder should have own capacity to deploy manpower to conduct exams in the state of Manipur or should have entered in an agreement with the infrastructure providing agencies on or before the date of submission to the bids which should be valid for more than 3 years on the date of submission of bids.	Self-Declaration by authorised representative on letter head of the organization stating the organization has manpower to conduct the exam or should provide copy of signed agreement with reputed non-blacklisted Infrastructure and Manpower Services providing agencies.
8.	The bidder must have a valid GST registration Certificate	Copy of GST registration Certificate.
9.	The bidder should not be under a ban or blacklisted for any reason, by any Government entity in India as on last date of submission of the bid.	Self-Declaration by Central authorized signatory of the bidder.

Note: All supporting documents for the above listed criteria's should be submitted along with the bid. In absence of the supporting documents, the bid will not be considered for evaluation.

10. Instructions to Bidder

10.1 Procedures for Submission of Bids

- As part of the prequalification bid document, the bidder shall submit all the documentary evidence mentioned in table under **Pre-Qualification criteria**.
- Bids (Technical bid & financial bid) relevant documents shall be submitted online on <https://manipurtenders.gov.in>.
- The Bidders should scan and upload the respective documentary evidence as mentioned in **Pre-Qualification criteria**.
- The bidders shall sign on all the statements, documents, certificates uploaded by them, owning responsibility for their correctness/authenticity.
- The financial bid details should be quoted in the financial bid format attached with the tender and upload online only.
- Bidders are required to upload the Scanned copy of Demand draft for EMD and Tender Fee respectively at online bidding portal. Further, original Demand Draft for EMD and Tender Fee respectively, must be submitted in a sealed envelope mentioning "EMD and Tender fee" to MSITS office before due Date and Time for Submission of Bids as mentioned in RFP.

10.2 Compliant Bids/Completeness of Response

- 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.
- Failure to comply with the requirements of this paragraph may render the Bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP

10.3 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts / clarifications as to the meaning of any portion of the conditions or the specifications he shall submit the queries before the last date for Submission of Pre-Bid Queries.

10.4 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid regardless of conduct or outcome of Bidding Process.

10.5 Pre bid Meeting & Queries Clarification

- MSITS will host a Pre-Bid meeting for any clarification regarding the RFP document and MSITS encourages prospective bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid. The representatives of the bidders may visit the MSITS office at their own cost for any clarification(s).
- The pre-bid queries should be submitted in the format in **Annexure-I** as excel sheet format, (.xls or .xlsx) only via email only, to xyz@nic.in on or before the last date as mentioned in the **Fact Sheet & Important Dates**. Any deviation/incomplete format shall be summarily rejected and shall not be taken into consideration.

Annexure-I: Request for Clarifications/Pre-bid queries

S.No	RFP Document Clause/ Section No.	Clause Title	Page No.	Content of the RFP Requiring Clarification	Clarification Sought

• Responses to Pre-Bid Queries and Issue of Corrigendum

- MSITS will endeavor to provide timely response to the queries. However, MSITS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does MSITS undertake to answer all the queries that have been posed by the bidders.
- At any time prior to the last date for receipt of bids, MSITS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <https://manipurtenders.gov.in>.
- Any such corrigendum shall be deemed to be incorporated into this RFP.
- In order to provide prospective Bidders reasonable time for taking the corrigendum into account, MSITS may, at its discretion, extend the last date for the receipt of Proposals.

10.6 Earnest Money Deposit (EMD)

- The Bidder shall furnish, as part of its bid, an Earnest Money Deposit (EMD) of the amount mentioned in the **Fact Sheet & Important Dates**
- The EMD of unsuccessful bidders shall be returned within 30 days of award of Contract to the successful Bidder

- The EMD of successful bidder shall be returned upon the bidder executing the Contract, pursuant to Award of Contract and furnishing the Bank Guarantee/Security Deposit, towards Performance Bank Guarantee.
- MSITS shall return the EMD of the successful bidder only after submission of the PBG and signing of the contract.
- No interest shall be paid by the MSITS on the EMD.
- Bidders registered as MSEs as defined in MSE procurement policy issued by Dept. of MSME are exempted from submission of Earnest Money Deposit (EMD). The certificate for same also to be submitted along with bid, else EMD will be applicable.
- The EMD shall be forfeited:
 - i. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - ii. in the case of a successful Bidder, if the Bidder fails;
 - to sign the Contract in accordance with Award of Contract or
 - to furnish PBG in accordance with Performance Bank Guarantee
 - MSITS reserves the right to blacklist the bidder.

10.7 Bid Opening

The Proposals submitted up to date and time mentioned in this RFP document will be opened by Proposal evaluation committee authorized by MSITS, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

10.8 Bid Validity Period

Bids shall have validity period as mentioned in Fact Sheet & Important Dates after the date of opening of Technical Bid. A bid valid for a shorter period may be summarily rejected as non-responsive.

10.9 Language of Bids

The bid should be prepared and submitted by the bidders in English language only.

10.10 Authentication of Bids

- An authorized representative (or representatives) of the Bidder shall initial all pages of the Technical and Commercial Bids.
- Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

10.11 Amendment of Request for Proposal

- At any time prior to the due date for submission of bid for any reason, whether

at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

- It shall be the responsibility of the prospective bidder(s) to check the e-procurement portal website from time to time for any amendment in the RFP document.

10.12 Late Bids

- Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- MSITS shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- MSITS reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

10.13 Bid Evaluation Process

- **Preliminary Examination of Pre-Qualification Criteria document**

The Pre-qualification document will be examined to determine whether the bidder meets the prequalification criteria, any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or pre-qualification criteria specified in various sections of this Bid Document will be rejected and will not be considered further.

- **Technical Evaluation Criteria**

Bidders who have qualified in the Pre-qualification criteria as per Pre-Qualification criteria would undergo Technical Evaluation as per the criteria as follows:

S. No	Parameters	Max Marks
1.	The Bidder should be a Company/Firm and working in India. > 5 Years and < 10 Years (05marks) ≥ 10 Years (10 marks)	10
2.	Average turnover of the last three financial years (2021-22, 2022-23, 2023-24) in conduct of End-to end Computer based Tests. ≥ 10 Cr and ≤ 20 Cr (05 marks) > 20 Cr and < 30 Cr (07 marks)	10

	≥ 30 Cr (10 marks)	
3.	The bidder should have experience in undertaking end-to-end recruitment processes with CBT for at least 10 Central Government, State Government clients in last 5 years. 10 clients and ≤ 6 lacs candidates (5 marks) >10 clients and > 6 lacs candidates (10 marks)	10
4.	Total Computer Based Exam conducted (with minimum 1,00,000 candidates per year). ≥5 lakh candidates and <10 lakh candidate (5 marks) ≥10 lakh candidate (10 marks)	10
5.	Technical Expertise: The bidder should have following features in their solution: - Preliminary scrutiny based on the data filled by the applicant. - Guiding applicant on eligibility criteria set. - Data security using encryption. - Fully online examination solution for conduction of Computer-based examinations. - Mock Examination for applicants. - Video KYC, Face recognition. - Auto checking of computers for ensuring minimum requirements. - Randomization of questions and options. - Preventive mechanism for remote access of examination nodes. - AI proctoring, snaps of crucial events, sound clips, AI Analysis, etc. - Grievance redressal system. - Real-time Exam Monitoring Dashboard. - Audit Trail and Logs. Any 5 technical features (10 marks) >5 technical features and ≤10 technical features (15 marks) >10 technical features (20 marks)	20
6.	Centralize Infrastructure for exam solution including DR. DC in Tier 3 & DR in Tier 3(5 marks) DC in Tier 4 & DR in Tier 3(10 marks) DC in Tier 4 & DR in Tier 4(15 marks)	10
7.	Technical Presentation - Understanding about requirement of MSSC. - Experience of similar projects.	30

	• Detail of Exam Software and its monitoring tools. • Strategy for development of MSSC Exam Conducting Protocol and Examination Management Framework. • Strategy for conducting CBT examination. • To prove expertise in conduction of end-to-end recruitment processes with innovative AI enabled solutions. • Strategy for conducting Exams in highly secured, fair and transparent manner. • Data Protection & Security Architecture. • Manpower Strength & Deployment Plan.	
	Total	100

• **Evaluation of Commercial Bid**

The commercial bids of only technically successful Bidder(s) shall be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive.

The bidder who has quoted the lowest price shall be taken as the lowest financial bid.

FINANCIAL BID

S. No	Project Component	Cost (in Rs.)
1.	Cost of End-to end conduct of exam including required infrastructures per candidate.	
2.	Charge per question	
Inclusive of all applicable tax (as applicable)		
Total		

Grand Total (in words) _____

Dated:

Signature and Seal of authorized signatory

METHOD OF SELECTION

Two (2) bid Technical and Financial.

Technical bids will be evaluated first, and only those bidders who qualify technically (70%) are considered for opening their financial bids.

The contract will be awarded to the lowest evaluated bidder (L1) whose technical bid is found responsive (70% and qualified for financial evaluation).

- **Modification and Withdrawal of Bids**

- i. No bid may be altered/ modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders shall not be considered.
- ii. If any bidder withdraws his bid, at any stage after the last date and time of bid submission till the final evaluation or declaration of the selected bidder, it shall be declared a "defaulting bidder" and amongst other measures, EMD of such defaulting bidder shall be forfeited. In such situation the tendering process shall be continued with the remaining bidders as per their ranking.
- iii. If the bidder declines after being declared as successful bidder, it shall be declared as defaulting bidder and EMD of such defaulting bidder shall be forfeited and MSITS reserves right to blacklist/debar any such bidder for next 3 Years from participating in any tender floated by MSITS. In such a situation, MSITS would carry out discussions with the subsequent bidder.

10.14 Award of Contract

Qualified Bidders will be notified and after the notification of award, Purchase Order (PO)/Letter of Award (LOA) will be issued. Accordingly, a contract shall be signed between successful bidder and MSITS. As an acceptance of the PO/LOA, the Bidder shall sign and return a duplicate copy of the PO/LOA to MSITS and shall return the duplicate copy along with a Performance Bank Guarantee within 15 working days from the date of issuance of PO/LOA. Further, on receipt of the Performance Bank Guarantee, MSITS shall enter into a contract with the successful bidder.

10.15 Performance Bank Guarantee (PBG)

PBG shall be in the form of irrevocable bank guarantee issued by any scheduled bank which shall need to be submitted within 15 days from the receipt of PO/LOA.

In case of extension of Implementation/ Operation and Maintenance contract tenure beyond the original period, PBG shall be extended to cover such extended period.

10.16 Right to Terminate the Process

MSITS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by MSITS under the following circumstances: -

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the RFP and the extension if any allowed, it will be a breach of

contract. MSITS reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.

- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, MSITS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, MSITS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which MSITS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- MSITS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

10.17 Non-Conforming Bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- If it does not comply with the requirements of this RFP.
- If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.
- If it is not accompanied with the required EMD and/or the EMD is conditional.

11. Project Deliverables and Payment Schedule

S. No	Deliverables	Percentage Amount of the Project Cost
1.	Issuance of Admit Card.	25%
2.	Successful Conduct of Exam	50%
3.	Declaration of Results	25%
Total		100%

12. General Terms & Conditions

- The scope of the Computer-Based Test (CBT) shall not include any processes or components related to Optical Mark Recognition (OMR). The examination shall be conducted entirely through digital means using computer systems.
- The service provider shall strictly adhere to "The Public Examinations (Prevention of Unfair Means) Act, 2024" and any applicable rules, notifications, or

amendments issued from time to time.

Additionally, the provider must comply with all norms, guidelines, and directives issued by the Government of India concerning the conduct of public examinations.

- iii. MSITS reserves the right to cancel this Tender at any time without any obligation to the Bidders. MSITS at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing addendum/corrigendum/errata in writing or by standard electronic means.
- iv. MSSC at its discretion may appoint third party for auditing the activities of software, onsite services and operations of entire services provided by the Service Provider, at its own cost to ensure proper functioning of the software. The suggestions given by the third party, if any would be mandatory for the Service Provider to implement and to incorporate and to execute the same from time to time.
- v. Failure of the successful bidder to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event MSITS may, make the award to the next lowest evaluated Bidder or call for new bids.
- vi. MSITS 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 assigning any reason & without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- vii. Any delay by the Successful Bidder in the performance of its delivery obligations shall render the Successful Bidder liable to any, or all of the following sanctions –
 - Forfeiture of its performance Bank Guarantee (PBG)
 - Termination of the work order for default
- viii. The work order issued under the Agreement shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the Agreement. The Agreement shall deem to have made at the place in India from where the contract has been issued.
- ix. The bidder shall perform the system study and requirement gatherings in coordination with MSITS for the implementation of project in addition to the scope of work.
- x. 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.
- xi. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification by contacting MSITS, Imphal or sending an email to xyz@nic.in as per the tender notice.
- xii. MSITS reserves the right to amend any of the terms and conditions in relation to the Contract/Service Specifications and may issue any such directions which are

not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

- xiii. Bidder shall be deemed to have understood the requirements and have satisfied himself with the Data contained in the Bidding Documents, nature of the works and materials necessary for the completion of the works, etc., and in-general to have obtained himself all necessary information of all risks, contingencies and circumstances affecting his obligations and responsibilities therewith under the Contract and his ability to perform it. However, if during delivery or installation observes physical conditions or obstructions affecting the work, the bidder shall take all measures to overcome them.
- xiv. All the risk and liability arising out of or in connection with the usage of the equipment, assets/ components during the term of the Contract shall be borne by the bidder.
- xv. MSITS shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to Bidder, at least 3 (three) months before the expiration Term hereof, whether it shall grant Bidder an extension of the Term.
- xvi. In the event of any dispute, difference, or claim arising out of or relating to this Agreement or its performance, the Parties shall first endeavour to resolve the matter amicably through mutual discussions and consultations.

If the dispute cannot be resolved within thirty (30) days of the commencement of such discussions, it shall be referred to arbitration in accordance with the provisions of the **Indian Arbitration and Conciliation Act, 1996**, and any amendments thereto. The arbitration proceedings shall be conducted by a sole arbitrator jointly appointed by the Parties. If the Parties fail to agree on the appointment of an arbitrator within thirty (30) days, the arbitrator shall be appointed in accordance with the said Act.

The arbitration shall be conducted in English, and the venue of arbitration shall be Imphal, Manipur. The decision of the arbitrator shall be final and binding on all Parties.

Subject to the above, the courts at Imphal, Manipur, shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

- xvii. The Bidder shall disclose to MSITS in writing, all actual and potential conflicts of interest that exist in the course of performing the Service(s).
- xviii. No Advance payment shall be made. The payment to the Bidder shall be made as per the payment schedule mentioned above after the duly approval from Authority. Amount towards all the kinds of penalties shall be deducted from the amount payable for the respective quarter.
- xix. MSITS has the right to terminate the contract or a portion or part of the work thereof. MSITS shall give 30 days' notice to the bidder of its intention to terminate the Contract and shall so terminate the Contract unless the bidder initiates a remedial action acceptable to the Purchaser and the progress in execution is clearly observed within the next 60 days.

- xx. MSITS shall own the Documents, prepared by or for Bidder arising out of or in connection with the Contract. Upon expiry or earlier termination of this Contract and at any other time on demand by the MSITS, Bidder shall deliver all documents originating in the course of performing the Services.

Bidder shall not, without the prior written consent of the MSSC store, copy, distribute or retain any such documents.

- xxi. In the event that the Development Works are not completed, and the Go-Live of project does not occur within the stipulated time period. MSITS shall be entitled to impose the penalty and terminate the Project, unless the delay is on account of reasons attributable to the Authority, or due to Force Majeure.

xxii. **Exit Management Plan**

An Exit Management plan shall be furnished by bidder in writing before 3 months of completion of the contract period or termination of the contract.

- A detailed program of the transfer process that could be used in conjunction with a Replacement 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.
 - Plans for provision of contingent support to Project and Replacement bidder for a reasonable period after transfer.
 - Exit Management plan shall adhere minimum of Three (3) months of the support to Replacement bidder post termination of the Contract.
 - Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, network architecture, change requests if any reports, documents and other relevant items to the Replacement Bidder.
 - Certificate of Acceptance from authorized representative of Replacement bidder issued to the bidder on successful completion of handover and knowledge transfer.
 - During the exit management period, the bidder shall use its best efforts to deliver the services
- xxiii. A copy of these terms and conditions duly signed by the bidder in token of having understood and agreed to the same should be attached along with the bid.

13. Data Protection

- In the course of providing the services, the service provider may be compiling, processing and storing proprietary data relating to the users. The service provider is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the proprietary Data.
- The service provider is required to follow the best practices for the data security regarding all the data made available to them.
- The service provider shall not transfer any Data unless otherwise authorized by the Competent Authority of MSSC in this regard.

14. Confidentiality

- Service Provider will come into possession of confidential public records. Service Provider shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.
- Additionally, the Service Provider shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during implementation or after completion of the project.
- MSSC shall retain all rights to prevent, stop and if required take the necessary punitive action against the Service Provider regarding any forbidden disclosure.
- The Service Provider shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by MSSC with respect to this Project.

15. Service Level Agreement (SLA)

SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement.

The successful bidder has to comply with all SLAs defined below to ensure adherence to project timelines, quality and availability of services. Noncompliance with the SLA attracts penalty.

In the event of failure of maintaining the SLA, penalty should be imposed on basis of the cost of concerned services as mentioned in SLA. MSITS may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

MSITS shall implement all penalty clauses after giving due notice to the bidder.

If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the MSITS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

Penalties are capped maximum up to 20% of total estimated contract value. It shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder.

S. No	Service Levels	Severity	Penalty(% of Deliverable Value)
1.	System Downtime	Critical	20%
2	Application Readiness	Critical	15 %
3	Correctness of Delivery of the exam as per scheduled time	Critical	10%
4	Failure to conduct Computer	Critical	10% per venue (Subject to MSSC)

	Based Exam in all the identified/planned venues.		discretion)
5	Failure to provide 10% buffer exam terminals per center.	Moderate	2% per affected center

*** Penalty shall be imposed quarterly and should inform to MSSC. And SLA Violation needs to be maintained by the successful bidder through SLA monitoring tools.

16. Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The MSITS will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.