



**INDIAN MARITIME UNIVERSITY**  
(A Central University Govt. of India)  
East Coast Road, Semmencherry, Sholinganallur PO, Chennai  
- 600 119  
Tel: (044) 2453 9020, Fax: 2453 0342

**Tender No IMU-HQ/R/71/25/1/2020-PUR**

**04.08.2020**

**NOTICE INVITING TENDER**  
**(Limited Tender)**

Sealed Tenders in two bid system are invited from reputed and established Service Providers for "**Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for the Academic Year 2019-20, administered by Indian Maritime University**".

Bidders are advised to study the Tender Document (including all Sections, Annexures, etc.) carefully. Submission of Tender shall deem to have been done after careful study and examination of the Tender Document with full understanding of its implications. The Tender Document can be downloaded at free of cost from IMU website [www.imu.edu.in](http://www.imu.edu.in) from 04.08.2020 onwards. The last date for receiving tender at IMU HQ is 3.00 PM on 21.08.2020.

**REGISTRAR**

1. Indian Maritime University **Invites Bids** on **Two Bid System** for "**Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for the Academic Year 2019-20, administered by Indian Maritime University**".
2. **Disclaimer** - This Tender is not an offer by IMU, but an invitation to receive offer from Vendors/Bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officers of IMU and the Vendors/Bidders.
3. The purpose of this Tender is to identify a Service Provider for "**Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for the Academic Year 2019-20, administered by Indian Maritime University**", for entering into a contractual relationship with qualified respondent entities which are willing and able to meet the expectations of IMU.
4. **Earnest Money Deposit (EMD)**

Sl. No.	Particulars	Supporting document
1	Tender document for "Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for Academic Year 2019-20, administered by Indian Maritime University" can be downloaded at Free of cost.	Nil

2	Bidder must have submitted EMD for Rs.50,000.00 (Rupees Fifty Thousand only)	Demand Draft from any Nationalized/ Scheduled /Commercial Banks in favour of "Indian Maritime University", Payable at Chennai, on or before last date of Bid Submission at 3.00 PM.
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### TENDER ABSTRACT

1	Title	:	"Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for the Academic Year 2019-20, administered by Indian Maritime University"
2	Notice Inviting Tender No.	:	Tender No IMU-HQ/R/71/25/1/2020-PUR dated 04.08.2020
3	Pre bid meeting (through Video Conference. The link for the meet will be shared through email)	:	10.00 AM on 11.08.2020, Indian Maritime University, Headquarters, Semmencherry, Sholinganallur PO, Chennai-600 119.
4	Last date and time for receipt of bids	:	3.00 PM on 21.08.2020
5	Date and time for opening of Technical bid	:	3.30 PM Hrs on 21.08.2020
6	Date and time for opening of Financial bid (for technically qualified Bidders )	:	To be intimated later
7	Period of contract	:	Till completion of the End Semester Examination for the Final Semester students for the Academic Year 2019-20.
8	Validity of tender offers	:	120 days from the last date for submission of Tender.
9	Estimated cost of Tender	:	Rs. 10,00,000/- (Approximately)
10	EMD Amount	:	Rs. 50,000/- in form of Demand Draft of any Nationalized / Scheduled Bank having branch at Chennai payable in favor of Indian Maritime University, Headquarters, payable at Chennai-600119.
11	Security Deposit (for finalized Bidder only)	:	10% of the contract value in the form of Online/ NEFT/ RTGS with necessary supporting document for the transfer effected and

			Transaction number.
12	Address for Submission of Tender	:	Registrar, Indian Maritime University Headquarters , East Coast Road , Semmencherry, Sholinganallur (PO), Chennai-600 119 Tel:044- 2453 9020 Email: <a href="mailto:registrar@imu.ac.in">registrar@imu.ac.in</a>

**INDIAN MARITIME UNIVERSITY**  
**INDEX**

<b>SI No</b>	<b>CONTENT</b>	<b>Page No.</b>
1	ABOUT INDIAN MARITIME UNIVERSITY	4
2	INSTRUCTIONS TO BIDDERS	4
3	SCOPE OF WORK	8
4	GENERAL INSTRUCTIONS TO BIDDERS	14
5	COVER LETTER FORMAT (IN LETTER HEAD) – ANNEXURE -A	22
6	FORMAT FOR ELIGIBILITY CRITERIA EVALUATION – ANNEXURE -B	23
7	DECLARATION REGARDING DEBARRING – ANNEXURE -C	24
8	DETAILS REGARDING SIMILAR ORDERS –ANNEXURE-D	25
9	DETAILS REGARDING ANNUAL TURNOVER –ANNEXURE-E	26
10	CERTIFICATE PRE RECEIPT FOR REFUND OF EARNEST MONEY- ANNEXURE-F	27
11	FORMAT OF AGREEMENT - ANNEXURE-G	28
12	PROFORMA FOR PRICE BID – ANNEXURE-H	30
13	FORMAT FOR BANK GUARANTEE –ANNEXURE-I	31

## 1. About Indian Maritime University:

The birth of Indian Maritime University is a long cherished dream of the maritime community of India. The Indian Maritime University, established through an Act of Parliament (Act 22) in November, 2008 as a Central University and headquartered at Semmencherry, Sholinganallur PO, Chennai-600119, is poised to play a key role in the development of trained human resource for the maritime sector.

### The following are the objectives of the University:

- (i) To facilitate and promote maritime studies, training, research and extension work with focus on emerging areas of studies like oceanography, maritime history, maritime laws, maritime security, search and rescue, transportation of dangerous cargo, environmental studies and other related fields, and also to achieve excellence in these and connected fields and other matters connected therewith or incidental thereto.
- (ii) To promote advanced knowledge by providing institutional and research facilities in such branches of learning as it may deem fit and to make provisions for integrated courses in Science and other key and frontier areas of Technology and allied disciplines in the educational programmes of the University;
- (iii) To take appropriate measures for promoting innovations in teaching-learning process, inter- disciplinary studies and research; and to pay special attention to the promotion of educational and economic interests and welfare of the people of India;
- (iv) To promote freedom, secularism, equality and social justice as enshrined in the Constitution of India and to act as catalyst in socio-economic transformation by promoting basic attitudes and values of essence to national development; and
- (v) To extend the benefits of knowledge and skills for development of individuals and society by associating the University closely with local, regional and national issues of development.

## 2. Instructions to Bidders:

- 2.1 The Indian Maritime University (hereinafter referred to as the Buyer or IMU) invites Sealed Manual Tenders for Providing service for **"Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for the Academic Year 2019-20, administered by Indian Maritime University"** under Two Bid System.

Type of Tender	Two Bid System 1. Technical Bid 2. Price Bid
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Overall Scope and objective of this Tender is to select a successful Bidder for providing service for "Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for Academic Year 2019-20, administered by Indian Maritime University".

2.2. Eligibility Criteria:

The Bidder should fulfill the Eligibility Criteria as per the following table. The Technical proposal of the Bidders who fulfill the Eligibility Criteria only shall be considered for further evaluation. The offer will be rejected if the Bidder does not fulfill any one of the Eligibility Criteria:

Sl. No.	Eligibility Criteria	Mode of Proof (Self attested signed proofs to be enclosed) by Marking Page Nos.
1.	The Bidder should be in the business of Online Proctored Examination/ Online Examination for at least past Three years. (since 2017)	Certificate of Incorporation/ Registration Certificate, copy of Work Order.
2.	The Bidder should possess valid Trade License, PAN and GST/ Sales Tax Registration Certificate.	Self-attested copies of valid certificates from these agencies.
3.	The Bidder should submit the Income Tax return for last Three previous years ending 31st March 2019.	Self-attested Income Tax return copies.
4.	The Average Annual turnover from the business of Online Proctored Examination/ Online Examination and related services of the Bidder shall be minimum of Rs. 50 lakhs during the last 3 years.	Audited Profit & Loss account and Balance Sheet for last three years ending 31st March, 2019. It should be duly attested by the Bidder's Chartered Accountant.
5.	The Bidder must have successfully executed at least <b>three "Similar Works"</b> (please refer para 2.2.1) on All India basis for minimum of 500 Candidates in single session, (out of which at least one work should be for 1000 candidates in single session) during last three years (since 2017).	Self -attested documentary evidence in the form of Work Order/ Contract and Performance Report/ Work Completion Certificate must be enclosed on the client's letterhead.
6.	<p>The Bidder must have its own developed software/ Authorised License of such software which can be configured as per the requirements of Examination Section, IMU:</p> <ul style="list-style-type: none"> <li>➤ Bidder must have the copyright of the source code and all its components of the software being used for conducting the remote proctored online exam.</li> <li>➤ Bidder must have own / leased Data Center located in India. Datacenter should be a Tier III compliant, duly security audited by CERT-In empaneled Auditing Agencies.</li> <li>➤ Organization must use 256-bit encryption.</li> <li>➤ Organization must have authorized and globally accepted software</li> </ul>	Self-declaration/ Self-attested documentary evidence to that effect.

	certifications i.e. ISO 9001 and SEI CMMi Level 3 or higher for the Software and Services.	
7.	The Bidder should not have been debarred by the Department/ Ministries of the Government of India / PSUs / Corporate Sectors / Educational Institutions / any other reputed organizations during last 3 years. (As on last date of Tender)	Self-Declaration on Company Letter Head.

- 2.2.1 **'Similar works'** means conduct of remote proctored online examination with (Artificial Intelligence based Proctoring and Remote Human Proctoring features) on All India basis for National level educational institutes like IIT, IIM, NIT and Central Universities/ State Universities; Reputed UGC or AICTE Recognized Private Sector Universities/ Educational Institutions; Institutions conducting Competitive Entrance examinations for admission to Indian/ Foreign Universities; and Reputed Public Limited Companies.
- 2.2.2 With regard to the various proof/ supporting documents produced by the Bidders for establishing that they meet the various eligibility conditions, it shall be IMU's prerogative to decide whether the document produced is valid evidence or not and to call for additional proof, if required.
- 2.2.3 All the Mode of Proof Documents for meeting eligibility criteria enclosed with the tender are to be duly signed by the authorized signatory. If required, IMU may insist for notarized copy or ask to produce originals to ascertain the veracity of the documents. IMU also reserves the right to ask more proof to corroborate the eligibility declarations.
- 2.3 Tender documents consisting of Technical & Financial Bids shall be submitted by the Bidders in Two separate sealed envelopes:
- Cover –I (Technical Bid) (Annexure- B), Should contain the Covering Letter, Notice Inviting Tender (NIT) signed on all pages. This cover should be sealed and super scribed as "Technical Bid".
  - Cover –II (Price Bid), should contain only "Price Bid" (Annexure-H) This cover should be sealed and super scribed as "Price Bid".
  - Covers I & II should be kept in a separate main cover and this cover should also be sealed, super scribed as "Conducting Online Proctored examinations (on the basis of Multiple Choice Question) for End Semester Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated Institutes, for Academic Year 2019-20, administered by Indian Maritime University". The bids should reach latest by 3.00 PM on 21.08.2020.
- d) The Technical Bid and Price Bid if found in the same envelope, such bids will summarily be rejected.**
- 2.4 Sealed bids should be dropped in the Tender Box at Indian Maritime University, East Coast Road, Semmencherry, Sholinganallur PO, Chennai-600 119 or sent by registered post in the address mentioned for communication in the tender and to reach this office by due date and time. Late tenders will not be accepted in any circumstances and no responsibility will be taken for any postal delay or non-receipt/non-delivery of the bid documents.

- 2.5 A Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by this office prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in forfeiture of EMD.
- 2.6 The Bidders should submit all details, documents etc. as required in the tender document duly signed on each page. **All the pages of tender document including the documents enclosed with it should be serially numbered and spiral bound.** The Total number of pages should be mentioned in the forwarding letter. In case Bidder fails to do so, the offer will be considered as unsolicited bid and IMU Headquarters will reject the bid without seeking any further clarification.

2.7 **Pre-bid Meeting and Clarification:**

IMU shall organize a pre-bid meeting through Video Conferencing with a view to give the Bidders an idea about the scheduled work, on the scheduled date, time and venue as mentioned in Tender Abstract. The prospective Bidders shall submit their queries in writing in prescribed format below in writing to the address mentioned in the invitation of tenders or E-Mail to **registrar@imu.ac.in** with a copy to **dr.purchase@imu.ac.in**, three days before the pre-bid meeting and the same shall be clarified during the pre-bid meeting.

Sl.No.	Clause No. & Page No.	Reference Clause Details	Clarification Sought

IMU may or may not incorporate any changes in the Tender document based on acceptable suggestions received during the Pre-Bid Conference. The decision of IMU regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

- 2.8 The Bidder shall submit the copy of the tender document, corrigendum and addenda thereto, if any, with each page signed and stamped to confirm the acceptance of the entire terms and Conditions of the tender.
- 2.9 All communications with regard to this tender to be addressed to: **The Registrar, Indian Maritime University, Headquarters, East Coast Road, Semmencherry, Sholinganallur PO., Chennai – 600 119 Tel: 044 - 2453 9020 Email: registrar@imu.ac.in.**
- 2.10 IMU, Headquarters at its sole discretion reserves the right to extend last date of submission of tender and the same shall be updated in IMU, Headquarters website and all Bidders are requested to visit the website for latest updates.
- 2.11 IMU-Headquarters reserves the right to annul the bidding process at any time without any liability for such annulment, without assigning any reason there to.
- 2.12 IMU-Headquarters reserves the right to invite revised tenders with or without amendment at any stage without any liability for such invitation and without assigning any reason thereof.
- 2.13 IMU-Headquarters shall notify the successful Bidder through registered letter/ speed post / fax / e-mail or in person confirming that their offer has been accepted. IMU-



Headquarters will issue the Award letter to the successful Bidder. This award letter shall indicate the details of services to be supplied by the Bidder and the amount which IMU-Headquarters shall pay to the successful Bidder in consideration of the execution of the contract by him.

- 2.14 Upon receipt of the Work Order by the Contractor, he shall execute an Agreement on Non-Judicial Stamp paper for value of Rs.200/- (Rupees Two Hundred only) within 4 days from the date of receipt of Work Order.
- 2.15 Quoted rates must be valid for 120 DAYS from the date of issue of work order and subsequent extension if any.
- 2.16 Successful Bidder will nominate an Officer/Manager as single point of contact to IMU-Headquarters to promptly address the issues raised by this Office.
- 2.17 The Bidder must comply with all the provisions of Rules/Regulations Statutory guidelines applicable and shall comply with all necessary registration, licenses, approvals and sanction under the applicable laws.
- 2.18 The Bidder shall note that no alternative or counter or qualifying tender conditions by the Bidder will be acceptable to IMU-HQ. Tenders containing any qualifying conditions in any form may be treated as non-responsive and will run the risk of rejection. In general, printed or another written terms & conditions shall not be accepted.
- 2.19 Bidder who submits more than one tender will be disqualified.
- 2.20 Tenderers who have downloaded the tender, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found to be tampered / modified in any manner, such tender will be completely rejected and EMD would be forfeited and Tenderer is liable to be banned from doing business with Indian Maritime University.
- 2.21 Intending Tenderers are advised to visit again the Portals mentioned above for any Corrigendum / Addendum/ Amendment etc., if any issued.

### **3. Scope of Work**

IMU is planning to conduct the Final Semester Examinations for Academic Year 2019-20 for the following programmes:

- (a) 2 - MBA programmes
- (b) 1 - B. Tech Programme
- (c) 2 - B.Sc Programmes
- (d) 1 - BBA Programme
- (e) 1 - DNS Programme

Service Provider shall enable conduct of online end-to-end AI and Human Proctored Exam with Audio/ Video proctoring, image capturing, etc. The broad scope of work awarded would include that the selected Bidder will have the sole responsibility to design, develop and implement online services for all activities related to the entire process of **Online Remote Proctored Examination** which is broadly divided into the following categories:

- (a) General
- (b) Pre-Examination
- (c) During Examination
- (d) Post Examination

3.1 **General:**

a.	No of students	1600 [approximately] per session.
b.	Total No. of Subjects	35 approximately
c.	No. Exam days	6 days
d.	No. of Exam Session per day	2
e.	Time period (per session)	2 hours
f.	Total No. of Answer Scripts	9000 approximately
g.	Type of Examinations	Multiple Choice Questions (MCQ) with four Options.
h.	Human Proctor (from IMU) to Student Ratio	1:20 approx.

**Other Requirements**

- 3.1.1. Attendance log details for all the students for all subjects appeared, to be generated.
- 3.1.2. Bulk upload features for the following:
  - (a) Question Papers
  - (b) Student information
  - (c) Proctor information from IMU
- 3.1.3. Software to provide AI based as well as Human Proctoring during the conduct of the examinations.
- 3.1.4. Software for post examinations operations that includes:
  - (a) a consolidated mark sheet of all students
  - (b) detailed response sheet for every student
  - (c) the audit logs / integrity report of every student
  - (d) Analytics and basic statistics on the responses obtained.
- 3.1.5. The vendor is expected to provide following for conducting Online Examinations:
  - (i) The SOP to be followed for admitting the students into the examinations, the processes to be followed during the duration of the examinations and after the examinations is completed, need to be described clearly.
  - (ii) The vendor must deploy a Nodal Officer for coordination and Escalation who will interface and provide support right from the commencement of the project till handing over the results of the examinations. This Nodal

Officer has to be available physically in CoE's Office for entire period of examinations.

- (iii) There should be a tracking system with suitable mechanisms for raising tickets and closure of outstanding issues along with the escalation matrix provided.
- (iv) Timelines for various activities related to the examinations will be mutually agreed sufficiently in advance.
- (v) The vendor will ensure that there is no loss of response related data for any student or any other data related to the examinations either from the client systems or the servers.
- (vi) The vendor will ensure event based log (audit trail) for every student will be generated and saved on the servers.
- (vii) The Online Examination should be allowed to be taken only through Laptop/ Desktop.
- (viii) Responsiveness of the system - Response time of the server and software should be quick to enable student to take the examinations without any technical glitches.
- (ix) The vendor will ensure the secrecy of the examinations material. Therefore, the vendor has to sign NDC (Non-disclosure certificate) in the format prescribed by Academic Section.
- (x) The question paper will be provided by CoE's office in excel format.
- (xi) The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.
- (xii) The selected vendor will provide the required training to the staff and faculty on the system for online proctoring.
- (xiii) Demo link for complete examinations period should be made available in IMU website for practise purpose for the students.
- (xiv) Well protected from any threats through Firewall.
- (xv) Adequate capacity to absorb the load of a large database including the images, photographs with minimum response time.
- (xvi) Operational round the clock.
- (xvii) Instant connectivity to the Servers of the Service Provider and high availability
- (xviii) Secure access and accessibility to designated representatives only.
- (xix) Provision to upgrade/ amend as and when required.
- (xx) Once the candidate starts taking examination, the application should block access to other applications.
- (xxi) Remote Desktop and multiple monitors should be blocked.
- (xxii) The examination system should disable all short cut keys and special function Keys. The examination system should disable mouse right click. The examination system should disable navigating to any other window while test is in progress.
- (xxiii) Setting up the Browsing Tolerance Limit - The assessment engine should display warning message if the candidate tries to do any prohibited activity and should close the exam after third warning with proper message displayed to the candidate.
- (xxiv) The software system should be accessible using any standard Operating System and Browser.

### 3.2 Pre- Examinations Phase :

Vendor will work with IMU-HQ and facilitate the following and ensure that the examinations are smoothly conducted for the students:

- I. The Mock Examination Link to be enabled in IMU's website within 3 days from the receipt of Work Order.
- II. Proper Manual should be available for the students, Faculty and Administration of the Proctored examinations.
- III. Proper training to be given for all the Faculty of IMU Campuses and Affiliated Institutes.
- IV. The Service Provider should intimate all the requirements well in advance.
- V. The Service Provider should be ready to conduct examinations within 10 days from the receipt of Work Order.
- VI. One Nodal Officer of the Service Provider should be available at COE's Office from the day of question paper upload to the result submission to the CoE. The stay for such Nodal Officer should be taken care by the Service Provider.
- VII. Nodal Officer should be of Project Manager or equivalent, who can take the instructions from COE and decision to be made on the spot and convey to the team for implementation.
- VIII. Uploading of question paper has to be done in the COE's Office. Question Paper will not be sent in the soft copy/email. Question paper will be provided three days prior to the examinations.
- IX. The Service Provider will have to maintain utmost confidentiality and shall submit Non-Disclosure Certificate in the prescribed format.
- X. In case of technical failure attributed to the Service Provider, they should conduct examinations once again for which IMU will not be charged.
- XI. Familiarization of student on Remote Proctoring, Do's & Don'ts, Instructions, bio breaks etc.
- XII. The requisite Report, as required by the COE to be provided within the timeline.
- XIII. Students must be provided the following :-
  - a) Access to the mock examinations to test their connectivity to the system and the software a few days ahead of the examinations. The student should be able to test the software and get an idea of how the questions will be displayed during the actual examinations.
  - b) Clear and transparent guidelines agreeable by IMU and Vendor to be given to the students on the activities that are considered as malpractices for a remote proctored online examinations.
  - c) Vendor should communicate clear guidelines (on do's and don'ts) to the Student well in advance so that the Student is ready for the Remote Proctored Examinations.
  - d) There should be clear guidelines given to Human proctors (Invigilators) as to when to hold, re-start and terminate the examinations.
  - e) The Human proctors (Invigilators) would be the Faculty/ staff from IMU Campuses and Affiliated Institutes.

- XIV. The programme must have the facility to obtain the concurrence of the student having read the instructions before start of examinations.

### 3.3. Examinations Phase:

3.3.1. Remote Proctoring (AI & Human Proctoring): This activity involves the activation of Remote Proctoring facility for the Students. This should be on a Real Time basis but without compromising the credibility and security of the test.

3.3.2. The Remote Proctoring activity must have the following features:

- (a) Establish student authentication; Vendor to share the authentication process.
- (b) Check student computer hardware, Web camera, microphone, software, surroundings, network, bandwidth etc. as per the Remote Proctored Examinations requirements.
- (c) Disabling of all Bluetooth devices, ports, special purpose keys, print-screen, icons for copy-paste features, switching to other browsers and usage of any other gadgets etc .
- (d) Allow a proctor to remotely monitor live video and audio of candidate through a webcam and mic and should be able to record the same, if required.
- (e) Option to mandate student authorization by a remote authorizer before the student starts the test.
- (f) Limit allocation of students to a proctor randomly and automatically.
- (g) Option to pre-allocate proctors to candidates or follow Automatic dynamic allocation of candidates to proctors.
- (h) Proctor should be able to validate the successful completion of the test before result processing and release of final test score to the student.
- (i) Provide quick access to IMU to view Paused/Disconnected students.
- (j) Ability to broadcast/ announce messages across all the Students who are live and if necessary, Invigilator may stop/pause the examinations for a doubtful student.

3.3.3. Invigilation during the examinations:

- a) The proctors/ Invigilators will compare the facial recognition photo & the photo id card and authorize the students to the examinations page. The photo, name, and programme to be verified by the proctor prior to allowing the student in the examinations page.
- b) Monitor the examinations taker continuously and provide support till the end of the examinations.
- c) Remote proctors/Invigilators should also ensure proper conduct of examinations and Ensure that the students should not do any unfair means during the examinations.

3.3.4. Details to be displayed on student portal as part of Examinations software during the examinations:

- (a) Display of instructions to students upon login and before start of Examinations. The student must be able to retrieve instructions at any time during the examinations as well. Start and closure of the Examinations at scheduled time (students must not be able to start their examinations even if they login before the scheduled time).
- (b) Display of remaining time available.
- (c) Display of student details on the screen (including a photograph if available) during the Examinations.
- (d) Switching between answered questions and unanswered questions in the question paper.

3.3.5. Monitoring: The examinations server shall have the capability to start the examinations for all students, monitor the status of each student (whether logged in, examinations started, idle/active, disconnected, submitted, etc.). The server MUST maintain an audit trail of every operation on the server. All server-side audit trails are also the property of IMU and shall be handed over at the end of the examinations. Progress tracking of candidate attempts. View Live candidate desktop screenshots. Provide quick access to view Paused/Disconnected candidates. Separate notifications/warnings for proctors showing proctoring/ authentication queue. Allow multiple students to be proctored by the same set of proctors. Disable use of copy/paste. Limit the number of times candidate from moving away from test window. Generate auto-warnings to highlight malpractices. Ability to broadcast/announce messages across all the live test takers. Any time access to candidate view and desktop screenshots along with detailed proctor logs in the result report. Ability to chat with any candidate at any time. Ability to Pause or End candidate's test. Search for any candidate attempting the test. Ability to detect imposter or additional person. Block unused networking ports and malicious software. Test resumes to be allowed only within a small time limit.

3.3.6. Master Control Facility: Live Video streaming of the candidate for the entire duration of the exam. The examinations, exceptions/ issues on cases-to-case basis and Live feed to monitor proctors, should be accessible for monitoring by the IMU COE and supported by technical personnel from the vendor who are experts in the Online Examinations Software. At the end of examinations in each session, the student response data and audit trail data of each student to be shared with IMU. The vendor should provide the facility to monitor the pre-examinations, during examinations and post examinations activities of all students taking examinations.

3.4. Post Examinations Phase:

3.4.1. Downloading of bulk answer response scripts (readable format like pdf which are printable on A4 size paper) within 7 days.

- 3.4.2. Software that handles post examinations operations that includes a consolidated detailed information sheet of all students who appeared in the examinations, detailed response sheet for every student, the audit logs of every student recorded during the examinations, analytics and basic statistics on the responses obtained.
- 3.4.3. The evaluation of the responses needs to be done and results shared with IMU in the prescribed format on the same day of the examination;
- 3.4.4. Audit logs for each and every student that covers the computer activity done by him/her should be shared with the IMU office along with the results.
- 3.4.5. Individual student-wise, item-wise responses and audit trail will be captured and shared with IMU. The Vendor will maintain the data in a secure manner till instructed by IMU to delete the same.
- 3.4.6. Service Provider will have to maintain all data pertaining to each Exam Session for a period of one year.
- 3.4.7. Any other reports as prescribed by the COE to be submitted by the Vendor within 3 days.

**4. General Instructions to Bidders:**

4.1 Tender Evaluation Process:

- (a) Opening of the Technical Bids can be witnessed through Video Conferencing as per the scheduled date and time mentioned in the Tender extract.
- (b) Before opening the Technical Bids, the weightage assigned to the **Technical Evaluation Criteria** listed at para 4.2 of the Technical Bid will be explained to the Bidders so that the process is fair and transparent.
- (c) Technical Bids will be evaluated only in respect of those Bidders who **qualify for the Minimum Eligibility Criteria laid down in para 2.2 above.**
- (d) The IMU shall have the right to call upon the Bidders to explain/ substantiate/ prove the various claims made by the Bidder as per para 2.2 and 4.2, and if satisfactory explanation/ proof is not forthcoming, the IMU reserves the right to treat the claim as 'Not Proved' and ignore it.
- (e) IMU reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

4.2 Technical Evaluation Criteria:

Sr. No.	Criteria / Description	Score (point)	Total Score
1.	<b>Prior experience of the vendor in conducting remote proctored online examinations:</b>		40

	(a) Experience in conduct of remote proctored online examination (Artificial Intelligence based Proctoring and remote Human Proctoring) on All India basis for <b>National level educational institutes like IIT, IIM, NIT and Central Universities / State Universities</b>	10 per Organization	
	(b) Experience in conduct of remote proctored online examination (Artificial Intelligence based Proctoring and remote Human Proctoring) on All India basis for National level <b>Private Sector Universities/ Educational Institutions; Institutions holding competitive entrance examinations for admission to Indian/ Foreign Universities.</b>	8 per Organization	
	(c) Experience in conduct of remote proctored online examination (Artificial Intelligence based Proctoring and remote Human Proctoring) on all India basis for National level for <b>Reputed Public Limited Companies.</b>	5 per Organization	
<b>Mode of Proof:</b> Work Order/ Work Completion Certificate for each Organization.			
2.	Bidder's certification CMM/ISO/CERT-IN empaneled Auditing Agency Certificate for Software/ Process/Infrastructure (Valid as on last date of tender)	2 per certificate	10
<b>Mode of Proof:</b> Self Attested copy of the valid Certificate.			
3.	<b>Maximum number of candidates for whom remote proctored computer based test supported by AI &amp; human proctors were conducted in a single Session on All India basis in the last two years (as on date of bid submission)</b>		
	200 – 300 Candidates	3 Marks per Work Order	30
	301 – 1000 Candidates	6 Marks per Work Order	
	Above 1000	10 Marks per Work	
<b>Mode of Proof:</b> Self-attested copy of the Work Order or Work Completion or End-User Certificate, clearly giving details of number of Candidates appeared in Single			
4.	<b>Presentation on the features of the software covering essentially the following features, with live demo :</b> a) Authentication features (minimum facial recognition) b) Blocking of unwanted applications c) Remote desktop and Multiple monitors to be blocked d) Human Proctoring features with 1:20 ratio e) Disable- shortcut keys, special functions, mouse right click f) Auto-warning to highlight malpractices like improper posture, out of camera position, presence of other people, etc., g) Immediate generation of requisite reports after completion of Examinations on the same day h) Chat-box to give instructions by the Human Proctor to the students instantly i) Bulk upload of the question papers j) AI based restriction on resumption on exams		10



5.	<b>The average annual turnover of the Bidder during the last 3 years.</b>		10
	Rs 1 Crore to Rs. 3 Crores	2 marks	
	Above Rs 3 Crores to Rs 5 Crores	5 marks	
	Above Rs 5 Crores	10 marks	
<b>Total</b>			100

#### 4.2.1 **Mandatory Presentation and Live Demo**

All Bidders who satisfy the Eligibility Criteria at para 2.2 above will have to give Presentation and Live Demo of their system highlighting the Essential Features mentioned in para (4) of table above through Video Conferencing/ in-person at IMU HQ Semmencherry, Chennai on a date which will be notified through email. This is a mandatory condition for further Evaluation. If the Bidder fails to give presentation and Live Demo, their bids will not be considered for further evaluation.

4.2.2 Technical Bid submitted by each Bidder would be assessed based on the Technical Evaluation Criteria already announced. *The Technical Score (TS) of the Bidder getting the highest mark will be treated as 60*, and those of the others will be arrived at proportionately, using the formula:  $TS = (T/T_{max}) \times 60$  where  $T_{max}$  is the highest mark secured in the Technical evaluation by one of the Bidders, and T is the mark secured by any given Bidder. **In this manner, each Bidder will be assigned a Technical Score (TS) out of 60.**

#### 4.3 **Commercial Evaluation:**

The Commercial Bids of only those Bidders who have been found to be Technically Eligible (with scores of 60 points or more from Technical Evaluation as per para 4.2) by the Committee shall be opened. The Commercial Bids shall be opened for the eligible Bidders in their presence on the date notified through email. One representative from each Bidder will be allowed with proper authorization. The Commercial Scores (CS) of the Bidders would be normalized on a scale of 40, with the lowest quote getting a score of 40 and the rest being awarded on a pro-rata basis. Only the Technically Qualified Bidders shall be intimated about the opening of the Commercial Bids.

4.4. The Price Bids of those Bidders who did not possess the *Minimum Eligibility Criteria* laid down in para 2.2 or did not score 60 points or more from Technical Evaluation, will not be opened and evaluated.

#### 4.5. **Final Evaluation:**

4.5.1. This Tender, being a Quality-cum-Cost based Tender, with quality and integrity of the examination process being paramount, **will be evaluated on 60:40 basis**. This means 60% weightage will be given to Technical Bid and 40% weightage will be given to the Price Bid.

4.5.2. The amount quoted by the Bidders in **Price Bid shall be to derive the L1**.

4.5.3. **The Commercial Score (CS) out of 40 for each Bidder** will be arrived at using the formula:  $CS = (P_{min}/P) \times 40$  where  $P_{min}$  is the value of the *lowest Price* and P is the value of the Price Bid of a given Bidder.

4.5.4. **The Total Score for a Bidder (out of 100) = TS + CS.**

4.5.5. **The Bidder with the highest Total Score will be awarded the contract subject to other terms and conditions of Tender.** The IMU shall issue a Purchase Order to the successful Bidder giving him **2 working days'** time to furnish the Security Deposit and execute the Contract with IMU in the prescribed format.

**4.6 Response to queries and issue of amendments:**

4.6.1 IMU will respond to any valid request for clarification, received one week prior to the last date for submission of tender. IMU's decision is final and binding with regard to interpretation of terms used or other tender contents.

4.6.2 IMU may, for any reason, suo-motu or in response to a clarification by a prospective Bidder or Bidder, modify the tender documents by Amendments (through Addenda / Corrigenda etc.)

4.6.3 Any such Amendments will be informed to all the participants in the pre-bid meeting besides hosting on IMU website. All the Bidders who had downloaded the Bid Document shall verify, whether any such amendments have been issued by IMU, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s), if any, shall be binding on the Bidder.

4.6.4 Any such corrigendum/ addendum shall be deemed to be part or incorporated into this Notice Inviting Tender (NIT).

4.6.5 In order to provide prospective Bidders reasonable time for taking the Corrigendum / modifications into account, IMU may, at its discretion, extend the last date for the receipt of Bids. However, no such request in this regard shall be binding on IMU.

4.6.6 It is the responsibility of the Bidder to check the websites noted above time to time for updates.

**4.7. Completeness of Tender:**

The Bidder is expected to examine all instructions, forms, terms and conditions and deliverables in the tender document. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Bidder's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Bidder if complete Information as called for in the tender document is not given therein, or if particulars asked for in the forms / proforma in the tender are not fully furnished.

**4.8. Cost of Bidding:**

The Bidders shall bear all costs, efforts or their time associated with the preparation and submission of their bids and the IMU will in no case be responsible or liable for those costs / efforts / time, regardless of the conduct or outcome of the tendering process or the cancellation, if any, of tender by IMU, due to any reason whatsoever and at any stage of the tender (IMU is not responsible, if there is a cancellation even after price bid opening).

#### **4.9. Language of Proposal & Correspondence:**

The tender, and all correspondence and documents, related to the tender, exchanged between the Bidder and IMU should be in the English language only. If the Bidder along with their offer furnish any printed literature written in any other language, such documents should be supplemented with their English translation also. The contents in the English translated version alone shall be taken into consideration.

#### **4.10. Tender Validity:**

Tenders shall remain valid for 120 days from the last date for submission of tender. A proposal valid for a shorter period may be rejected by IMU as being non-responsive. During the period of validity of Proposals, the terms and condition mentioned shall not change and any such request may lead to denial of the award.

#### **4.11. IMU's Right to accept and to reject any or all proposals:**

Notwithstanding anything else contained to contrary in this Tender Document, IMU reserves the right to accept or reject any Bid or to annul the bidding process fully or partially or modifying the same and to reject all Proposals at any time prior to the award of work, without incurring any liabilities in this regard.

#### **4.12. Rejection of Bids:**

The bids will be rejected on following grounds:

- a) If any of the eligibility criteria as per the qualification criteria is not met.
- b) EMD not submitted.
- c) If tender terms and conditions are not met.
- d) If Bidder gives wrong information in the bid.
- e) Canvassing in any form in connection with the bids.
- f) If the bid is incomplete /partial bid/ conditional/unclear in any form.

#### **4.13. Execution of Agreement:**

The successful Bidder has to enter in to an agreement with IMU incorporating all clauses of the Tender document and any other as may be agreed to by both the parties on a Non-Judicial Stamp Paper of Rs.200/-.

#### **4.14. Earnest Money Deposit (EMD):**

4.14.1. Tender should be accompanied by an Earnest Money Deposit (EMD) for an amount of Rs.50,000/- (Rs. Fifty Thousand only) in the form of Demand draft from any Scheduled (Nationalized Bank / Scheduled ) Commercial Banks drawn in favour of "Indian Maritime University", Payable at Chennai. No other form/ mode of deposit towards Earnest Money shall be accepted. Tenders without the Earnest Money Deposit in the manner prescribed by the IMU will be summarily rejected. However, exemption from EMD may be considered by IMU only upon written request enclosed with the technical bid duly enclosing the relevant and valid exemption certificates from MSME/NSIC. No exemption from payment of EMD is available to any Bidder for any other reason whatsoever.

4.14.2. The EMD of all unsuccessful Bidders would be refunded by IMU within 90 days on selection of successful Bidder. No interest will be allowed on the Earnest

Money. The EMD of the successful Bidder will be refunded only after the remittance of Security Deposit. Alternatively, the successful Bidder shall when his tender is accepted, furnish Security Deposit as specified in the clause 4.16 after adjusting the amount deposited by him as earnest money. The earnest money shall retain its character as earnest money deposit, till the successful Bidder furnishes the Security Deposit in full with or without adjustment of EMD.

**4.15. Termination Clause:**

4.15.1. In the event of the breach of any of the provisions of contract by the Agency, IMU shall have the right to terminate the tender summarily, at any stage. In the event of IMU terminating the contract for breach by the Service Provider of any of the provisions thereof, the Service Provider shall be liable for any loss suffered by IMU up to the time of the termination of the contract.

4.15.2. In the event of the insolvency / bankruptcy of the Service Provider IMU shall have the right to terminate the contract summarily and to purchase in the open market any Goods / Services covered by the contract. In this case, the Service Provider shall be liable for any excess in the price paid, for any such purchases over the tender price.

**4.16. Security Deposit:**

4.16.1. The Service Provider shall be required to furnish the Security Deposit by transferring Online/ NEFT/ RTGS with necessary supporting document for the transfer effected and Transaction number, for an amount of 10% of the Purchase Order value within 7 working days from the date of receipt of the Purchase Order.

4.16.2. Security Deposit will be refunded / returned without any interest only 90 days after successful completion of contractual work and after adjustment of dues if any to IMU or penalty imposed by IMU.

**4.17. Period of Contract:**

Till completion of the End Semester Examination for the Final Semester students for Academic Year 2019-20.

**4.18. Payment Terms:**

4.18.1. No advance will be paid to the Vendor. 100% payment will be made within 30 days on completion of all activities mentioned in the Scope of Work duly certified by Examination Section of IMU; for students who have successfully given (submitted their responses) their examination; on submission of Invoice with all necessary supporting documents, as per IMU.

4.18.2. TDS will be recovered at the prevailing rates from the bills payable to the Contractor.

4.18.3. No advance payment against ensuring up-keeping bills will be made under any circumstances.

4.18.4. Tax Invoice raised by the Service Provider should bear the IMU - Head Quarters, Semmencherry, Sholinganallur PO, Chennai-600119, GST Registration No. 33AAAAI2610K2Z3.

#### 4.19. **Penalty Clause:**

4.19.1. The above payment schedule is subject to timely and satisfactory completion of all the steps/activities leading to each stage certified by the Exam Section. In the event of **delays** on the part of the Bidder not attributable to IMU or to *Force Majeure* causes, IMU shall have the right to make 'cuts' in payment at the rate of 1% of the *amount payable* for each day of delay but not exceeding 10% of the amount payable after giving a 3-day notice to show cause against the same.

4.19.2. In the event of unsatisfactory performance or **non-performance** of any of the steps/activities not attributable to IMU or to *Force Majeure causes*, IMU shall have the right to withhold the corresponding payment for these steps/activities either fully or partly after giving a 7-day notice to the Vendor to show cause against the same, and to take such other legal action to make good the losses caused by the Vendor to IMU. Penalty shall be decided by IMU without any ceiling but not more than awarded value. IMU shall also have the right to terminate the contract altogether (upon which the Security Deposit paid by the Vendor shall stand forfeited) and to entrust the remaining work to another Vendor.

#### 4.20. **Indemnity:**

The selected Bidder shall indemnify IMU from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

a) Negligence or wrongful act or omission by the Selected Bidder or its team or any Agency/ Third Party in connection with or incidental to this Contract; or

b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this contract by the Selected Bidder, its Team or any Agency/ Third Party.

c) Bidder (the "Indemnifying Party") undertakes to indemnify the client (the "Indemnified Party") from and against all losses, claims for damages including losses, claims for damages on account of bodily injury, death or damage to tangible.

d) The indemnity shall be to the extent of 100% of project cost in favour of the IMU.

#### 4.21. **Anti-Profiteering Rules of GST:**

The Bidder should strictly adhere to Anti-Profiteering Rules of GST.

#### 4.22. **Settlement of Disputes:**

Bidder shall make request in writing to the Registrar, IMU- Headquarters for settlement of any dispute within 30 (Thirty) days of arising of the cause of dispute, failing which no disputes / claims shall be entertained by the IMU- Headquarters. The decision of IMU- Headquarters will be final and binding on the parties.

#### 4.23. **Force Majeure:**

Neither IMU-HQ nor the contractor shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil

commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations by a State of Force Majeure lasting continuously for a period of six months, the two parties shall consult with each other regarding the future implementation of the agreement.

**Prevailing COVID-19 which is a pre-existing condition would not be construed as a Force Majeure for this tender.**

**4.24. Arbitration & Jurisdiction:**

In the event of disputes, differences, claims and questions arising between the parties hereto arising out of this Agreement or anyway relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the parties shall first endeavour to resolve such differences, disputes, claims or questions by mutual discussion and failing such settlement, the same shall be referred for arbitration by a sole Arbitrator appointed by IMU-HQ. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act 1996 or re-enactment thereof for the time being in force and shall be held in Chennai. In case the Arbitration award is not acceptable to either of the parties, they may approach courts having jurisdiction at Chennai only.

**4.25. Applicable Law :**

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction of Chennai Courts only.

**REGISTRAR**

**Cover Letter Format (In letter head)  
(To be Filled & duly Signed)**

Tenderers particulars for Tender no: **IMU-HQ/R/71/25/1/2020-PUR dated 04.08.2020**

To  
The Registrar  
Indian Maritime University, Headquarters,  
East Coast Road, Semmencherry, Sholinganallur PO,  
Chennai-600 119.

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_  
herein after called "The Tenderer" and having visited the site and examined the Scope of  
work, Conditions of Contract, Specification & Annexures for the work of "**Conducting Online  
Proctored examinations (on the basis of Multiple Choice Question) for End Semester  
Examinations for the Final Semester students of IMU's Six Campuses & its Affiliated  
Institutes, for Academic Year 2019-20, administered by Indian Maritime  
University**".

I hereby undertake to abide by various terms and conditions contained in your TENDER No:  
**IMU-HQ/R/71/25/1/2020-PUR dated 04.08.2020.**

We understand that IMU Headquarters reserves the right to,

- a) Amend the scope of tender
  - b) Reject or accept any tender including the lowest, cancel the tender process and reject all tender.
  - c) We agree that the IMU Headquarters will not be liable for any such action and will be under no obligation to inform the Tenderer of the grounds for such action.
  - d) I also certify that the details furnished in the bids, various enclosures and other documents are true and correct.
4. I also express my willingness to sign the contract Agreement incorporating the Standard terms and special conditions of the contract as contained in the tender.

Yours Sincerely

**Format for Eligibility Criteria Evaluation  
(To be Filled & duly Signed)**

<b>Sl. No</b>	<b>Eligibility Criteria</b>	<b>Complied (Y/N) If No give Reasons for Non-Compliance</b>	<b>Supporting documents Page number</b>
1.	The Bidder should be in the business of Online Proctored Examination/ Online Examination for at least past Three years. (since 2017)		
2.	The Bidder should possess valid Trade License, PAN and GST/ Sales Tax Registration Certificate.		
3.	The Bidder should submit the Income Tax return for last Three previous years ending 31st March 2019.		
4.	The Average Annual Turnover in the business of Online Proctored Examination/ Online Examination and related services of the Bidder shall be minimum of Rs. 50 lakhs during the last 3 years.(ending 31st March, 2019)		
5.	The Bidder must have successfully executed at least 3 " <b>Similar Works</b> " on All India basis for minimum of 500 Candidates in single session, (out of which at least one work should be for 1000 candidates in single session) during last three years (since 2017).		
6.	The Bidder must have its own developed software/ Authorised Licensee which can be configured as per the requirements of Examination Section, IMU: <ul style="list-style-type: none"> <li>➤ Organization must have the copyright of the source code and all its components of the software being used for conducting the remote proctored online exam.</li> <li>➤ Organization must have Data Center located in India. Data Center should be Tier III compliant Data Center, duly security audited by CERT-In empaneled Auditing Agencies.</li> <li>➤ Organization must use 256-bit encryption in its application.</li> <li>➤ Organization must have authorized and globally accepted software certifications i.e. ISO 9001 and SEI CMMi Level 3 or higher for the Software and Services.</li> </ul>		
7.	The Bidder should not have been debarred by the Department/ Ministries of the Government of India / PSUs / Corporate Sectors / Educational Institutions / any other reputed organizations during last 3 years. (As on last date of Tender)		

The bids are liable to be rejected in case of failure to comply with any of the above requirements.

Signature:



**Declaration Regarding Debarring**  
(On company letter head)  
**(To be Filled & duly Signed)**

Ref. No.

Date:

To  
The Registrar,  
Indian Maritime University,  
Headquarters , Semmencherry, Sholinganallur PO,  
East Coast Road, Chennai – 600 119

**Sub.: Declaration regarding debarring for taking part in tender.**

Dear Sir,

I / We \_\_\_\_\_ Firm/Contractor/Manufacturer / Partner(s)/ Authorized Distributor /agent of M/s. \_\_\_\_\_ hereby declare that the firm/company namely M/s. \_\_\_\_\_ has not been debarred in the past by Union / State Government or organization from taking part in Government tenders in India.

Or

I / We \_\_\_\_\_ Firm/Contractor/Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. \_\_\_\_\_ hereby declare that the Firm/company namely M/s. \_\_\_\_\_ was debarred by Union / State Government or any Organization from taking part in Government tenders for a period of \_\_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government tenders.

2. In case the above information found false I/we are fully aware that the tender/ contract will be rejected/cancelled by the Indian Maritime University, Headquarters, and EMD/ Performance Security shall be forfeited.

3. In addition to the above, Indian Maritime University, Headquarters shall not be responsible to pay the bills for any completed / partially completed work.

[Name & Signature with seal] for and on behalf of M/s.

**Details Regarding Similar Orders (since 2017)**  
**(To be Filled & duly Signed)**

<b>Sl. No.</b>	<b>Name of the Client</b>	<b>Nature of Job (Enclosed Purchase Orders)</b>	<b>Value of Purchase Order</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>

**Mode of proof:** Self -attested documentary evidence in the form of Work Order/ Contract and Performance Report/ Work Completion Certificate must be enclosed on the client’s letterhead.

**Signature:**

**Name of Authorized Representative:**

**Date:**

**Place:**

**Seal:**

**Details Regarding Annual Turnover  
(To be Filled & duly Signed)**

**ANNUAL TURN OVER**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Turnover In Rupees</b>
<b>1</b>	<b>2016-17</b>	
<b>2</b>	<b>2017-18</b>	
<b>3</b>	<b>2018-19</b>	

**Place:**

**Date :**      **Signature of the Tenderer with seal**

**Certificate, Pre Receipt for Refund of Earnest Money**

**CERTIFICATE**

**PRE RECEIPT FOR REFUND OF EARNEST MONEY)**

**(To be duly Filled & duly Signed)**

Received with thanks from Accounts Officer (Cash) O/o IMU-HQ a sum of Rs...../-  
(Rs...  
..... Only), towards refund of Earnest Money Deposit  
paid in respect of Tender for "Outsourcing Services" for use in IMU HQ.

**Tender No : IMU-HQ/R/71/25/1/2020-PUR dated 04.08.2020**

➤ Cancelled Cheque to be Attached

Date:

Signature of Bidder  
(On one rupee revenue stamp)

Place:

(Note: Earnest Money will be returned to unsuccessful Bidder only after finalization/completion of the tender)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Bank A/c No:** \_\_\_\_\_

**IFSC Code:** \_\_\_\_\_

**FORMAT OF AGREEMENT**

(To be submitted on stamp paper of Rs.200/-)  
**(To be duly Filled & Signed copy)**

IT IS THIS \_\_\_\_\_ day of \_\_\_\_\_ 2020 MUTUALLY AGREED between the IMU, HQ, hereinafter referred to as "the Employer" (which expression shall mean and include their assigns and successors) on the one part AND M/s ..... a company/incorporated under the companies Act, 1956..... having its Registered office at ..... herein after referred to as "the Contractor" (which expression shall mean and include their permitted assigns and successors) on the other part: WHEREAS the Employer is desirous that certain Goods and Services should be provided and certain Works be executed as per tender documents hereinafter called "The Works" and has accepted a Tender by the Contractor for the execution, completion and guarantee of such works.

**NOW THIS AGREEMENT WITNESSES as follows:-**

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
  - a) Technical and Financial bids
  - b) Instructions to the Bidders
  - c) Terms and Conditions of contract
  - d) The work specified in the tender documents
  - e) The Annexures
  - f) The Purchase Order
2. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete and guarantee the Works in conformity in all respects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution, completion and guarantee of the works the contract price at the times and in the manner prescribed by the Contract.
4. The contract shall be governed by all the conditions as described in the terms and conditions of contract, work mentioned in the tender documents and any other conditions given in the tender documents.
5. This agreement shall be governed by the laws of India and shall be subject to the Jurisdiction of the Courts in Chennai only.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED AND DELIVERED

**On behalf of the Contractor**

Signature  
Name  
Address

**Official Seal**

Place  
Date  
On behalf of the Contractor

**On behalf of Employer**

Signature  
Name  
Address

**Official Seal**

Place  
Date  
On behalf of the Employer

**Witness:**

i) Signature  
Name:  
Address:  
Place  
Date

ii) Signature

Name:  
Address:  
Place  
Date

**Witness:**

i) Signature  
Name:  
Address:  
Place:  
Date:

ii) Signature

Name:  
Address:  
Place:  
Date:

**Commercial/ Price Bid**  
**(To be duly Filled & Signed copy)**

**To be submitted only in the Commercial Bid against the Scope of Work mentioned at Para 3 of the Tender Document**

<b>Details</b>	<b>In figures (Rs.)</b>	<b>In words (Rs.)</b>
Conduct of Remote Proctored Online Examination as detailed in the tender documents ( <b>Remote Human Proctoring by IMU Staff</b> ).  Price per Answer Script.		

**Note:** The rates quoted shall be exclusive of GST and the percentage of GST shall be indicated in figures and words column.

**(Signature of the Bidder)**

**ANNEXURE – I**

**FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT**

Bank Guarantee No: \_\_\_\_\_ Date: \_\_\_\_\_ Valid up to \_\_\_\_\_

To  
The Registrar,  
Indian Maritime University,  
East Coast Road,  
Semmencherry, Sholinganallur PO,  
Chennai – 600 119.

Sir,  
In consideration of Indian Maritime University Headquarters,  
\_\_\_\_\_ and having its Office at East Coast  
Road, Semmencherry, Sholinganallur PO, Chennai – 600 119, Tamilnadu (hereinafter referred  
to as "IMU)" which expression shall mean and include its successors and assignees and having  
an \_\_\_\_\_ Order  
No. \_\_\_\_\_ dated \_\_\_\_\_ for  
\_\_\_\_\_ (hereinafter called "The Contract") which  
expression shall include all the amendments thereto with  
\_\_\_\_\_ having its Registered Office at  
\_\_\_\_\_ (hereinafter referred to as "The Service  
Provider"), which expression shall unless repugnant to the context or meaning thereof, shall  
include all its successors, administrators, executors and assignees and IMU, having agreed  
that the Service Provider shall furnish the IMU Headquarters, a Bank Guarantee for of  
\_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per the terms of  
Tender document No \_\_\_\_\_ dated \_\_\_\_\_ and Order dated \_\_\_\_\_.  
We, \_\_\_\_\_ registered under the laws of India having its registered / head  
office at \_\_\_\_\_, (hereinafter referred to as the Bank)  
which expression shall unless repugnant to the context of meaning thereof, include all its  
successors, administrators, executors and permitted assignees do hereby guarantee and  
undertake to pay immediately on first demand in writing and any/all monies to the extent of  
Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
without any demur, reservation, contest or protest and/or without any reference to the  
Service Provider. Any such demand made by the IMU, on the Bank by serving return notice



shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute pending before any Court, Tribunal, Arbitrators or any other Authority and/or any other matter or things whatsoever, as liability under these presents being absolute and unequivocal. We agree that Guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by IMU, in writing. This guarantee shall not be determined, discharged or affected by liquidation, winding up, dissolution or insolvency of the Service Provider and shall remain valid, binding and operating against the Bank.

The Bank also agrees that IMU , of its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Service Provider and notwithstanding any security or other guarantee that IMU , Chennai may have in relation to the Service Provider's liabilities.

The Bank, further agrees that IMU, shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Service Provider from time to time or to postpone for any time or from time to time exercise of any of the powers vested in IMU , against the said the Service Provider and forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Service Provider or for any forbearance, act or omission on the part of IMU , or any indulgence by IMU , to the said Service Provider or any such matter or thing whatsoever which under the laws relating to the sureties would, but for this provision have effect of so relieving us.

The Bank further agrees that the guarantee herein contained shall remain in full force until \_\_\_\_\_ and all dues of IMU Headquarters, Chennai under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till IMU, discharges the guarantee in writing, whichever is earlier.

This guarantee shall not be discharged by any change in our constitution, in the constitution of IMU, of that of the Service Provider.

The Bank confirms that this Guarantee has been issued with observance of the appropriate laws of the country of issue.

The Bank also agrees that this Guarantee shall be governed and construed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Court of the place from where tenders have been invited.

We further agree that as between us and IMU, for the purpose of this Guarantee any notice given to us by IMU, that the money is payable by the Service Provider and any amount claimed in such notice by IMU, shall be conclusive and binding on us notwithstanding any difference between IMU, and the Service Provider or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We further agree that this Guarantee shall not be affected by any change in our constitution or that of Service Provider. We also undertake not to revoke this Guarantee during its currency.

Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) and Guarantee shall remain in force until \_\_\_\_\_.

We must receive any claim under this Guarantee before the expiry of this Bank Guarantee. If we have received no such claim by the said date, the rights of IMU, under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the IMU Headquarters, Chennai's right under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ Day of \_\_\_\_\_ 2020 at \_\_\_\_\_.

Date:

Authorized Signatory of the bank  
(with Bank Seal)

Place:

Witness No.1

Witness No.2