



Registration of Examination Delivery Services Partners at Indian Institute of Technology Jodhpur

Bids to be submitted online (CPPP)

NIT No: IITJ/SPS/2025-2026/EEP/10 dated 17/03/2026

Office of Stores & Purchase
IIT Jodhpur, Institute Building (East),
NH-62, Nagaur Road, Karwar,
Jodhpur-342030, Rajasthan
Phone: 0291 2801 105, eMail: sps@iitj.ac.in

SCHEDULE

Name of Organization	Indian Institute of Technology Jodhpur
Open Tender Notice No. (NIT)	IITJ/SPS/2025-2026/EEP/10
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods)	Services
Type/Form of Contract (Supply/ Auction/ Service/ Buy/ Empanelment/ Sell)	Empanelment
Product/Service Category	Registration of Examination Delivery Services Partners
Is Multi-Currency Allowed	No
Date of Issue/Publishing	17/03/2026 (15:00 Hrs)
Document Download/Sale Start Date	17/03/2026 (15:00 Hrs)
Document Download/Sale End Date	07/04/2026 (15:00 Hrs)
Last Date and Time for Uploading of Bids	07/04/2026 (15:00 Hrs)
Date and Time of Opening of Technical Bids	08/04/2026 (15:00 Hrs)
No. of Covers (1/2/3/4)	01
Bid Validity days (180/120/90/60/30)	90 days
Delivery	As per the requirement of IITJ
Earnest Money Deposit	Rs. 4,00,000.00
Any Clarification	Assistant Registrar (SPS) Office of Stores & Purchase, Institute Building (East), IIT Jodhpur, NH-62, Nagaur, Road, Karwar, Jodhpur-342030 Contact No.: 0291-2801105 eMail: sps@iitj.ac.in

Indian Institute of Technology Jodhpur (hereinafter referred to as the “Institute”), an Educational Institute of National Importance, invites online Bids for “**Registration of Examination Delivery Services Partners at Indian Institute of Technology Jodhpur**”. All offers should be made in English and should be written in both figures and words. Tender forms can be downloaded from the CPP Portal (<http://eprocure.gov.in/eprocure/app>) & Institute website. The bidders are requested to read the tender document carefully and ensure compliance with all instructions herein. Non-compliance with instructions in this document may disqualify the bidders from the tender exercise. The Director, IIT Jodhpur, reserves the right to select the item (in single or multiple units) or to reject any quotation wholly or partly. Incomplete tenders, amendments, and additions to tender after opening or late tenders are liable to be ignored and rejected.

1. Instructions for Online Bid Submission

- 1.1. There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organisation name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organisation name, the form of contract, location, date, other keywords etc., to search for a tender publishing on the CPP Portal.
- 1.2. Bidders should take into account any corrigendum published on the tender document before submitting their bids.
- 1.3. The bidder will go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted and the number of documents – including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to the rejection of the bid.
- 1.4. The tenders will be received online through the portal <http://eprocure.gov.in/eprocure/app>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format. All bids should be submitted in the e-Procurement portal.
- 1.5. Possession of a Valid Class II/III Digital Signature Certificate (DSC) in the form of a smart card/e-token in the company's name is a prerequisite for registration and participating in the bid submission activities through <http://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from authorised certifying agencies, details of which are available on the website <https://eprocure.gov.in/eprocure/app> under the link “Information about DSC”.
- 1.6. The Institute will not be responsible for any type of technical issue regarding uploading bids/offers on the website.

2. Searching for Tender Documents

- 2.1. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 2.2. The bidder should make a note of the unique Tender ID assigned to each tender in case they want to obtain any clarification/help from the Helpdesk.

3. Preparation of Bids

- 3.1. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule, and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.

3.2. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” are available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

4. Submission of Bids

- 4.1.** The bidder should log into the website well in advance of bid submission so that he/she uploads the bid in time, i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 4.2.** The bidder has to digitally sign and upload the required bid documents one by one, as indicated in the tender document.
- 4.3.** The bidder may add rows to include the prices of all components & warranties, installation etc., whichever is applicable.
- 4.4.** The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids etc. The bidders should follow this time during bid submission.
- 4.5.** The uploaded tender documents become readable only after the tender opening by the authorised bid openers.
- 4.6.** Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 4.7.** Kindly add a scanned PDF of all relevant documents in a single PDF file of the compliance sheet.

5. Assistance to Bidders

- 5.1.** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 5.2.** Any queries relating to the process of online bid submission or queries relating to the CPP Portal, in general, may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787.

6. Instruction for Bidders

- 6.1.** Technical Bid should be submitted in PDF format.
- 6.2.** At the financial bid stage, only technically qualified vendors shall be considered for registration. Quotations will be invited as per the requirements of the Institute from the technically qualified registered bidders.
- 6.3.** Kindly add scanned PDFs of all relevant documents in a single PDF file like compliance sheet, Certificate etc.
- 6.4.** Each bidder should be marked with the following reference on the top bids submitted online: “IITJ/SPS/2025-2026/EEP/10 dated 17/03/2026”.
- 6.5. Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, IIT JODHPUR may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may, modify the bid document. All prospective Bidders who have downloaded the bidding document may visit the IIT JODHPUR website

[/https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) for amendments /modifications, which will be binding on them.

7. SCOPE OF WORK:

Category	Detailed Scope of Work
Examination Centre Setup	<ul style="list-style-type: none"> • Establish certified centres all across the major cities in the country. • Ensure accessible infrastructure, adequate seating, and strict security protocols.
Candidate Services	<ul style="list-style-type: none"> • Biometric/government ID verification at entry • Allocation of seating and accurate attendance recording • Functional grievance redressal desk at each exam centre.
Security & Compliance	<ul style="list-style-type: none"> • Continuous CCTV surveillance during examinations • Printing, secure custody, transport, and dispatch of examination materials
Technology	<ul style="list-style-type: none"> • Provide real-time monitoring dashboards for IITJ administrators • Generate attendance logs and malpractice reports.
Mode of Examination	<ul style="list-style-type: none"> • The examination shall be conducted in Offline mode. • The question paper shall be provided to the service provider electronically by IIT Jodhpur. The service provider shall print the question papers and distribute them to the students at the examination centre at the time of the examination. The question paper may also be displayed on computers at the examination centre; however, students shall write their answers on printed answer sheets using pen and paper. • The answer sheets and question papers shall be printed by the service provider and distributed to the students during the examination. • After completion of the examination, the service provider shall courier all the completed answer sheets along with the question papers and attendance to IIT Jodhpur, NH-62, Nagaur Road, Karwar, Jodhpur (Rajasthan) – 342030. • It is to inform that the data relating to the number of students, programmes, courses, cohorts, etc., that will be provided at the time of registration, shall be purely indicative and provisional in nature. The same shall be subject to revision based on the eligibility of students to appear in the examination and may further be modified from time to time due to the addition or deletion of any programmes, courses, or cohorts
Invigilator & Staff Integration	<ul style="list-style-type: none"> • Depute qualified invigilators and support staff at centres. • Extend logistical and technical support to ensure smooth conduct of exams.
Security management	<ul style="list-style-type: none"> • Physical Security and frisking of the students. • The successful bidder shall ensure checking of original Identification proof and admit card of the candidates at the main gate of the examination centre. • The successful bidder shall ensure that the candidate's Signature is taken on the specific space in the attendance sheet. • The successful bidder shall allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine
Reporting	<ul style="list-style-type: none"> • Submit detailed post-examination reports covering attendance, incident logs, grievances, and technical issues • Ensure strict adherence to confidentiality and neutrality agreements.
SOP	<ul style="list-style-type: none"> • The successful bidder shall prepare and provide Standard Operating Procedure (SOP) and documentary manuals for all processes for safe and secure conduct of examination, along with rules for contingency and exception handling/ emergency procedures. • All pre-examination phase processes shall be carried out by the successful bidder in consultation with IITJ.
Infrastructure	<ul style="list-style-type: none"> • The successful bidder shall ensure that UPS, Generator, and Air conditioners/cooling facilities are available and functional at each exam centre in each lab/room for uninterrupted power supply with adequate back-up. Besides, the

	<p>successful bidder shall also ensure that mobile generators are also available as a back-up to meet out any eventuality.</p> <ul style="list-style-type: none"> • The successful bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at exam centres. • The successful bidder shall ensure proper ventilation and an appropriate cooling system in examination rooms/halls, and each examination rooms/ halls are well lighted for reading and writing. <p>The successful bidder shall ensure suitable drinking water and separate hygienic toilet facilities for both boys and girls at each examination centre.</p>
Test Centres	<p>The successful bidder shall provide a list of examination centres to IIT Jodhpur for the respective examination (list of <u>examination cities</u> attached at Annexure-III).</p> <p>The Test Centres should have the following:</p> <ul style="list-style-type: none"> • The Test Centres location should be easily accessible through public transport like air, rail, bus, metro, auto etc. • The examination centres should have all necessary amenities/facilities for PWD Candidates, including wheelchair, ramp, toilet, etc. • The successful bidder shall ensure that all fire safety requirements are made available at the examination centres. • The Test Centres should have separate Entry & Exit Gates with signages so that smooth entry and exit to/ from the Examination Centres is ensured for conduct of Examination. • All the Centres should be thoroughly verified by the successful bidder before the scheduling of any IITJ examination. • IITJ reserves the right to whitelist/blacklist any of the centre(s). • Any centre previously blacklisted by any of the successful bidder's clients should not be offered to IITJ without an explicit approval. • All the test centres should be audited by the internal experts of the Bidder Company. • The successful bidder shall also ensure that at no point of time they conduct any test in those centres which are blacklisted in other examinations or by any Govt. Bodies/Agency. • The successful bidder shall not deny/restrict IITJ, or it's end Client with identification documents from doing audit/inspection of examination centres with prior notice. • In case any examination centre is damaged, causing operational breakdown/fire/water logging, etc., the successful bidder should have a buffer provision for another examination centre, including transportation in the same city within the municipal limit so as to shift the candidates and conduct the Examination. • Sufficient time of 15-20 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers. • Arrangement of scribe for and other amenities for PWD candidates as per GOI Norms. • There must be adequate spacing between two adjacent seats. Service provider should arrange for a partition of appropriate size between adjacent seats. • The successful bidder shall provide rough paper sheet/s to the candidates as per requirement. • Other data such as attendance sheet, seating plan, application PDF etc. (if any) should be sent to IITJ within 7-10 days of the conclusion of the examination. • The successful bidder shall provide documented inputs and support for handling <ol style="list-style-type: none"> 1. Candidates' queries 2. Press queries

	<p>3. RTI queries</p> <p>4. Court Cases</p> <p>5. Any other Enquiry</p>
Financial Scope	<ul style="list-style-type: none"> • At the financial bid stage, only technically qualified vendors shall be considered for registration. Service fee on a per student, per subject basis. • Billing on actual enrolment, in compliance with GST and other Government of India norms.

Important Instructions:

- 7.1. The bidder shall be single point of contact with IITJ and shall be solely responsible for the execution and delivery of the work. The Bidder will provide the complete end-to-end solution for the conduct of the examination.
- 7.2. The bidder should have all relevant facilities and logistics available to execute the work.
- 7.3. The Bidder should have the capability to provide infrastructure in all the major cities in India with appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.
- 7.4. The bidder must show and submit a suitable emergency management plan during any crisis situations.
- 7.5. The successful bidder shall obtain declaration from their personnel (employed by them for the work in the concerned examination) that none of them have any near relations (such as children, brother, sister, nephew and nieces of self and spouse) as well as anyone on whom they may have any special interest, is appearing in the concerned examination.

8. Question Papers and Answer Sheets

- 8.1. **Responsibility of IIT Jodhpur** – The preparation of question papers and sending it electronically to the vendor.
- 8.2. **Responsibility of Vendors** –
 - 8.2.1. Printing of Question Paper and Answer Sheets.
 - 8.2.2. Question papers should not be leaked or improperly used. The question paper should remain confidential till handed over to the students.
 - 8.2.3. Collection and Return – After the conduct of examinations, the Service Provider shall collect the used and unused question papers and answer sheets from all centres and ensure their safe return to the Office of Executive Education Program, IIT Jodhpur.
 - 8.2.4. Custody and Confidentiality – During transit and until handover to IIT Jodhpur, the Service Provider shall ensure safe custody, strict confidentiality, and protection from tampering or loss of the examination materials.

9. Registration and Agreement:

- 9.1. Bidders shortlisted for registration shall, within 15 days of receiving intimation from the Bid Inviting Authority regarding acceptance of their bid, execute an Agreement on non-judicial stamp paper valued at Rs. 500/- (stamp duty to be borne by the bidder). By executing the Agreement, the bidder shall accept the terms and conditions prescribed by the Institute and undertake to perform the work in accordance with the scope defined in this tender document. After signing the agreement, no variation or modification in the terms of the agreement shall be made except by written amendment signed by both parties.

10. Allocation of Work:

- 10.1.** The registration shall be initially for a period of 01 (one) year from the date of signing of the contract by the registered agencies. It can be extended for a further period of two years on yearly basis through an extension letter based on periodic reviews to assess the performance during the specified duration of registration at the same terms and conditions. IITJ shall be free to curtail the registration at any time during the period of registration, without assigning any reason.
- 10.2.** IITJ will invite financial proposal from the registered agencies for specific examination on need basis.
- 10.3.** IITJ reserves the right to award the work to any of the registered agencies, based on the financial quote for a particular assignment. The selection of work will be done on L-1 (Lowest Cost) basis for that particular assignment. The evaluation committee will be the final authority for selection of the agency.
- 10.4.** The selected agency shall not sublet/assign the project to any other agency, in whole or in part, to perform its obligations under the agreement.
- 10.5.** Mere registration of the agency with IITJ does not guarantee allocation of work.
- 10.6.** In case, IITJ does not find the work of the agency upto its satisfaction, IITJ reserves the right to get it done from other registered agency/agencies for which the agency hereby gives its written consent and undertakes not to raise any dispute in this context, at any point of time.

11. Pre-Qualification and Technical Specification Criteria

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No) with ref. page. No.
1.	Bidder's Profile		
2.	The bidder should be a company/firm registered in India. The bidder should be operating in India for a minimum of last 5 Financial Years ending 2024-25 with an objective of offering relevant online/offline examination-based projects to Government Departments or Central/State PSUs or Central/State Universities or IITs/IIMs in India.	Certificate of Incorporation/ Registration/ Partnership deed - Certificate of commencement of business (if applicable) along with copy of Memorandum of Association and Articles of Association of the Company	
	Bidder's Financial Turnover and Experience		
3.	Average annual turnover of the bidder from examination services should be minimum Rs. 1 crore in last 3 financial years (FY 2022-23, FY 2023-24 and FY 2024-25).	Certificate from practicing Chartered Accountant (as per attached Annexure-VII)	
4.	The bidder should have at least 5 years of experience (up to 31 December 2025) in conducting offline/online examinations. The bidder must have successfully executed at least five (05) projects related to the conduct of offline/online examinations during the last five (05) years up to 31 December 2025. Out of the above: a) At least two (02) projects must pertain to the conduct of offline/online examinations	Copy of work order / contract along with completion certificate from Client. The bidder must furnish details of similar work executed as per Annexure-VIII , details of work under execution/awarded as per Annexure-IX .	

	for a minimum of 2,000 (two thousand) candidates each, conducted on an All-India basis; and b) At least two (02) projects must involve the conduct of offline/online examinations for a minimum of 500 (five hundred) candidates, scheduled in a single shift at a single examination centre. The bidder shall submit documentary evidence, such as work orders, completion certificates, or client certificates, in support of the above experience along with the bid.		
	Bidder's Infrastructure Capability		
5.	The bidder must have (owned/ outsourced) primary centres located in India in different states.	Copy of document in support of owned/outsourced Centre	
	Statutory Requirements		
6.	Permanent Account Number (PAN)	Copy of PAN	
7.	Goods and Services Tax (GST) Registration	Copy of GST Registration Certificate	
8.	Letter of Undertaking (on the letterhead of the bidder), as per Annexure-V.	Annexure-V	
9.	The bidder should not have been blacklisted by any Central/State Government Departments / Public Sector Undertakings / Autonomous Bodies/Central Vigilance Commission (CVC) for any corrupt or fraudulent practices with regard to the works executed by it as on the day of bid submission.	Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only) as per Annexure-VI	
10.	Non-Disclosure Agreement, as per Annexure-X.	Annexure-X	
11.	Integrity Agreement, as per Annexure-XI.	Annexure-XI	

12. Evaluation Criteria

12.1. Evaluation of the Technical bid will be based on strict compliance, as per the terms & conditions mentioned in the Bid document. Bidder must enclose **all the mandatory annexures** (except Annexure-IV, as Annexure-IV is PBG submission format for registered vendors) provided in this NIT along with supporting documents with reference page number of the attached pdf.

12.2. Even though any bidder may satisfy the above requirements, they would be liable to disqualification if he/she has:

- i. Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document and/or have record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- ii. If bidder is engaged in any activity involving conflict of interest such as conducting of coaching classes etc., which can influence the conduct of professional exam.

13. FINANCIAL EVALUATION FRAMEWORK: At the financial bid stage, only technically qualified vendors shall be considered for registration. The financial evaluation process shall be conducted as follows:

- 13.1. During the examination schedule of various courses/programs, quotations shall be invited from the registered vendors on mail for the scheduled examination of the program/course. It shall be mandatory for the registered vendors to submit quotations. Failure to do so shall attract penalties, as deemed appropriate by IIT Jodhpur.
- 13.2. IIT Jodhpur shall provide the registered vendors with details of the examination, including but not limited to the number of students enrolled, the number and location of examination centres across different states chosen by the Institute, mode of examination, and requirements related to printing of question papers and answer sheets, to enable submission of informed and accurate quotations.
- 13.3. IIT Jodhpur shall provide the prescribed format of the financial bid, which must be duly filled in and submitted by the registered vendors.
- 13.4. The bidder quoting the lowest value, i.e., fee per student / per subject examination, shall be designated as the Lowest Bidder (L1).
- 13.5. Upon recommendation of the Evaluation Committee, the Service/Purchase Order shall be issued on mail to the L1 bidder for conducting the examination-related activities.
- 13.6. In the event that the L1 bidder expresses inability or incompetence to conduct or complete the examination activity, an appropriate penalty shall be imposed on the L1 bidder, as decided by IIT Jodhpur. The order shall thereafter be awarded to the next lowest bidder (L2).
- 13.7. IIT Jodhpur shall impose penalties on registered vendors in cases of failure to submit quotations, demonstrated incompetence in conducting examinations, or unsatisfactory performance during the examination process.
- 13.8. Registered vendors may be de-registered on grounds of poor performance or based on the recommendations of the Evaluation Committee.
- 13.9. All rights of interpretation and final decision-making shall rest with the Director, IIT Jodhpur, whose decision shall be final and binding.

14. Appointment of Successful Bidder:

- 14.1. Right to Accept Any Proposal and To Reject Any or All Proposal(s): IITJ reserves the right to accept or reject any or all proposal, and to annul the tendering process / Public procurement process and reject any or all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders.
- 14.2. Notification of Award: Prior to the expiry of the validity period, IITJ will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, IITJ may request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract and shall be binding on both the parties.

15. Earnest Money Deposit:

- 15.1. The bidder will submit the Earnest Money Deposit (EMD) of Rs 4,00,000/- (Rupees Four Lakh) in the form of a Bank Guarantee, Fixed Deposit or Demand Draft of a scheduled bank in the name of the Director, IIT Jodhpur, valid for 90 days from the date of opening of the tender. The bidder will upload a scanned copy of the EMD and should submit the original EMD on or before the last date of the bid submission at the Office of Stores & Purchase, IIT Jodhpur. Any bid without EMD shall not be considered.
- 15.2. However, in addition to the above, as per rule 170 of GFR 2017, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) are exempted from submission of EMD (Bid Security). Still, the firm must submit a valid MSME registration certificate to claim the exemption in EMD.

15.3. Any Bid without EMD or valid MSE certificate should not be considered for technical evaluation. The EMD of the successful bidder will be returned on submission of PBG and within 30 days after the finalization of the tender to the unsuccessful bidder.

16. Performance Bank Guarantee:

16.1. The successful bidder(s) will provide an irrevocable, unconditional Performance Bank Guarantee (**Annexure-IV**) from a Nationalized Bank in India within 15 days from the date of award of work, for a value equivalent to 10% of estimated value of each project assigned to a bidder from time-to-time. The successful bidder has to increase proportionately the value of Performance bank Guarantee whenever the estimated project value goes up by 10% or greater. The Performance Guarantee shall be kept valid up to a period of 60 days beyond the completion of the contract period.

16.2. The Performance Guarantee (PG) shall contain a claim period of 60 days from the last date of validity of PG. The successful bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the successful bidder fails to submit a performance guarantee within the time stipulated, IITJ at its discretion may cancel the order placed on the successful bidder without giving any notice. IITJ shall invoke the performance guarantee wherever deemed fit.

16.3. No interest will be paid to the successful bidder on the Performance guarantee.

17. Insurance:

17.1. It will be the responsibility of the bidder to insure their deputed manpower and equipment against any casualties, eventualities or accident at the examination venue or otherwise before / during /after the examination.

17.2. IITJ will bear no responsibility for the cost and consequences or any other liabilities arising therefrom.

18. Payment Terms:

18.1. The payment to the successful bidder shall be made in Indian rupees and shall be paid only after the successful completion of each examination cycle without any deficiency. No advance payment (including payments of handling charges / service charges, etc.) shall be made to the bidder. Payment for services shall be made by IITJ in Indian rupees as follows:

18.1.1. Fee Structure – The Service Fee shall be payable on a per student, per subject basis

18.1.2. Billing Basis – Billing shall be calculated according to the list of candidates enrolled for the examination provided by the IIT Jodhpur to the vendor.

18.1.3. Payment Schedule – Payments shall be released only upon successful completion of the semester examinations of each program/course, subject to submission of duly verified invoices and compliance with all applicable tax (including GST) requirements.

18.1.4. Deductions – IIT Jodhpur reserves the right to withhold or deduct payments in the event of service deficiencies, non-compliance with security or procedural requirements, or delay in submission of reports.

18.1.5. Cost of Operations – All costs towards examination centre setup, manpower, logistics, printing, technology infrastructure, and related operational expenses shall be borne solely by the Service Provider, unless expressly approved in writing by IIT Jodhpur.

19. Data Ownership & Confidentiality:

- 19.1. Ownership** – All data relating to candidates, examination content, attendance, answer scripts, and reports shall remain the exclusive property of IIT Jodhpur.
- 19.2. Confidentiality** – The Service Provider shall maintain strict confidentiality of all examination content, candidate information, and institutional records.
- 19.3. Use of Data** – No data may be disclosed, copied, stored, or used for any purpose other than delivery of services, without prior written consent of IIT Jodhpur.
- 19.4. Data Security** – The Service Provider shall implement industry-standard security measures, including encryption, secure servers, and access control, to protect data integrity.
- 19.5. Breach of Data** – Any data breach, loss, or misuse shall result in immediate termination of the contract and may attract legal action as per applicable laws.

20. Penalty and Liquidated Damage:

- 20.1.** If the successful bidder fails or neglects any of the bid obligations under the contract, it shall be lawful for IITJ to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure.
- 20.2.** If any examination has to be conducted either on the buffer date or any of the unused weekends due to any technical or non- technical problems from the successful bidder's side, then the successful bidder has to bear the cost of the conduct of the examination as quoted in the financial bid.
- 20.3.** In case the successful bidder fails to fulfill the obligations as per the terms and conditions of the contract, the IITJ may impose penalty to the extent of 100% of the total payment due for Examination. In addition, the Performance Security may also be forfeited.
- 20.4.** In case of any deficiency of successful bidder by the Administrators in conducting the Examination at a Test center that would lead to unacceptable delay (beyond one hour) in completing the examination, the liability of the successful bidder shall be limited to twice of total payable by IITJ to the successful bidder for that particular test center where the deficiency has been verified and confirmed by IITJ. However under no circumstances the penalty can exceed five (5)% of the contract value for that examination.
- 20.5.** If the successful bidder fails to deliver any or all of the Service(s)/ Systems or perform the Services within the time period(s) and in the manner specified in the Contract/Agreement, IITJ shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to PBG submitted.
- 20.6.** In case the successful bidder fails to execute the contract for reasons solely attributable to the successful Bidder, IITJ shall have the liberty to get it done through any other agency.
- 20.7.** If the delay adversely affects the conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of the contract.
- 20.8.** In case of default noted which is deemed to be of more serious nature compromising on the integrity of the exam, IITJ reserves the right to recover any cost of damage as is imposed on IITJ and additionally also recover cost of loss of brand while reserving its right to claim any legal damage as deemed fit.
- 20.9.** In case the examination is reconducted due to reasons attributable to the bidder, then the entire cost for re-conduct of the examination shall be borne by the bidder and no extra payment on this account will be made by IITJ.
- 20.10.** The penalty shall be recovered along with GST as per prevailing Government of India guidelines.

21. Fraudulent and Corrupt Practices:

21.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, IITJ shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, IITJ shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter-alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such bidder’s Proposal. IITJ will be at liberty to take civil or criminal legal recourse against the Bidder and/or its agent as per law.

21.2. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IITJ who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IITJ, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of IITJ in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts in order to influence the Selection Process;

- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any persons participation or action in the Selection Process;

- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IITJ with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

22. Termination: IITJ may, without prejudice to any other remedy for breach of contract, terminate the contract in case of occurrence of any of the following events. In such an occurrence, IITJ shall give a short written notice of termination to the service provider.

22.1. Termination of the Contract: The Contract is liable to be terminated if the Service Provider:

22.1.1. Becomes bankrupt or insolvent or goes into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction, in the case of a

Company) or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of his/their assets or

22.1.2. Abandons the work; or

22.1.3. Persistently disregards the instructions of IITJ in contravention of any provision of the Contract; or

22.1.4. Fails to adhere to the agreed program of work; or

22.1.5. Assigns or sublets the work in whole or in part thereof without prior written consent of IITJ; or Performance is not satisfactory; or

22.1.6. If the Service Provider obtains the contract with IITJ with illegal manner;

22.1.7. Information submitted/furnished by the contract are found to be incorrect.

22.1.8. The above shall be without prejudice to IITJ's other rights under the law.

22.2. Consequences of Termination: If the contract is terminated by IITJ for reasons detailed above or for any other reasons whatsoever:

22.2.1. IITJ shall reserve the right to get work completed at the risk and cost of the Service Provider and to recover from the Service Provider any amount by which the cost of completing the work by any other agency shall exceed the value of the contract without prejudice to any other remedies/rights/claims etc. that may be available to IITJ.

22.2.2. Performance Guarantee Bond/Security in any form submitted by the Service Provider shall stand forfeited.

22.2.3. The Service Provider shall have no claim to compensation for any loss sustained by him by reason of having entered into any commitment or made any advances on account of or with a view to the execution of works or on account of loss of expected profits.

22.2.4. All the dues payable to the Service Provider for the work executed by him before and up to termination shall only be released after making adjustments for the expenses, charges, demands, expected losses, etc. incurred by IITJ as a consequence of termination of the contract.

22.3. Termination for Convenience: IITJ, by Notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for IITJ's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

23. IITJ reserves the right to:

23.1. Extend the Closing Date for submission of bids.

23.2. Amend the proposal requirements at any time prior to the Closing Date, provided that the amendment is displayed on the Website.

23.3. Seek information from the Bidders on any issue at any time.

23.4. To accept any bid, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited.

23.5. Terminate or abandon this Procedure or the entire project, whether before or after the receipt of proposals or midway during currency of the agreement.

23.6. Seek the advice of external consultants to assist IITJ in the evaluation or review of proposals or execution of the contract.

23.7. Make enquiries from any person, company or organization to ascertain information regarding the Bidders and its proposal.

23.8. Reproduce for the purposes of this Procedure the whole or any portion of the Proposal despite any copyright or other intellectual property right that may subsist in the Proposal.

24. Special Terms and Conditions

- 24.1.1.** The exact scope of work, deliverables, milestones, and timelines will be mutually decided later at an appropriate time looking to the requirements of the project. However, the decision of the tendering authority, in this regard, shall be final and binding upon the firm.
- 24.1.2.** The successful registered vendors shall be required to maintain readiness and adequate capacity to conduct the examination at short notice. In cases where urgent or last-minute requirements arise, quotations may be sought at short notice, and the examination may be required to be conducted within a few days of issuance of the service order. Accordingly, the registered vendors must ensure availability of requisite infrastructure, manpower, and logistical arrangements to meet such exigencies without compromising timelines or quality of service.
- 24.1.3.** The discretion of IITJ for awarding business and mode of business will be final and binding on the bidder.
- 24.1.4.** Duration of the Contract: Initially the contract will be for 01 year (extendable to 02 more years on yearly basis i.e. 1+1+1 Years) at the discretion of evaluation committee and competent authority based on performance of Service Provider and internal requirement of IITJ. IITJ shall be free to curtail the registration at any time during the contract period, without assigning any reason. Registered bidder may terminate this Contract/Agreement by giving 30 days' written notice, subject to settlement of dues.
- 24.1.5.** Any court case arising out of bidder's mistake will be defended by the bidder with no cost to IITJ and any legal liability arising out due to negligence of bidder will be borne by the bidder.
- 24.1.6.** IITJ reserves the right to award the work/cancel the award of work/modify the work without assigning any reason. In case of differences, if any, the decision of IITJ shall be final.

25. Terms of the Committee

- 25.1.** On the due date, the technical bids will be opened and referred to the Purchase Finalization Committee (PFC), which is duly constituted by the Director IIT Jodhpur. The committee will go through the technical aspects of the tender and recommend short-listed firms. The recommendation of the PFC is the final and binding on all the parties.
- 25.2.** IIT Jodhpur representatives will proceed through a detailed evaluation of the Technical Bids as defined in the Schedule of requirements and allied technical details in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, IIT Jodhpur will examine the information supplied by the BIDDERS and shall evaluate the same as per the specifications mentioned in this tender.
- 25.3.** The PFC will examine all the technical aspects of the bids received. Further, the PFC may seek additional information from the existing users at IIT Jodhpur or from other Institutes, and also call for technical presentations from the BIDDERS if required.
- 25.4.** After the technical evaluation is completed and approved, IIT Jodhpur shall inform the BIDDERS whose bids have been rejected technically with the reasons for rejection on the e-Procurement Portal (<https://eprocure.gov.in/eprocure/app>).

- 26. Code of Integrity:** The bidder shall provide a duly signed Integrity Agreement as per Annexure-XI. No official of a procuring entity or a bidder shall act in contravention of the codes, which includes:

- i. prohibition of:
 - a. making the offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided.
 - c. any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness, and progress of the procurement process.
 - d. improper use of information provided by the procuring entity to the bidder with an intent to gain an unfair advantage in the procurement process or for personal gain.
 - e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
 - f. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g. obstruction of any investigation or auditing of a procurement process.
 - h. making a false declaration or providing false information for participation in a tender process or to secure a contract.
- ii. disclosure of conflict of interest.
- iii. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

27. Indemnity: The vendor shall indemnify, protect, and save IIT Jodhpur against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any law pertaining to patents, trademarks, copyrights etc. or such other statutory infringements in respect of all the materials supplied by him.

28. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT / CONTRACT DOCUMENT: In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, **Director, IIT JODHPUR's interpretation of the clauses shall be final and binding on all parties.**

29. Force Majeure:

29.1. Force Majeure is herein defined as any cause, which is beyond the control of the successful bidder or IITJ as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

29.1.1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

29.1.2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos

29.1.3. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

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

- 30. Arbitration and Laws:** In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the Institute and the Service Provider will address the dispute/difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Institute. The Arbitration shall be held in accordance with the provisions of the **Arbitration and Conciliation Act, 1996**, and the venue of arbitration shall be at Jodhpur only. The resolution of the Arbitrator shall be final and binding on both parties.
- 31. Jurisdiction:** The courts at Jodhpur alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender/contract. It is specifically agreed that no court outside and other than **Jodhpur Court, Rajasthan** shall have jurisdiction in the matter.

Bid Form

I. Addressed to

a.	Name of the tendering authority	IIT Jodhpur
b.	Address	Office of Executive Education Program, Admin Building (East), IIT Jodhpur-342030
d.	Tele. No.	0291-2801191, 0291-2801105

II. NIT Number:

III. Other related details: -

1.	Name of Bidder			
2.	Name & Designation of Authorized Signatory			
3.	Registered/Head Office Address			
4.	Year of Establishment			
5.	Type of Firm (Put Tick mark)	Public Limited	Private Limited	Partnership
6.	Telephone Number(s)/ Mobile			
7.	Website URL			
8.	Email Address			
9.	Annual Turnover for the last 3 years (Copies of audited balance sheet/CA Certificate should be attached)	FY 2024-25	FY 2023-24	FY 2022-23
10.	Clientele: (along with Work Completion Certificates)			
11.	Number of technical and administrative staff for the conduct of the examination			

12.	Indicate if organization has been blacklisted or unable to deliver Online Computer/Offline Based Examination for any of the offices of Centre or State Govt. or any of its other customers? If so, details may be provided.	
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13.	Proof of Work experience	Name of Organization	No of Cities in a shift	Candidate Count in a shift	Total no. of students in the entire examination in a single day	Repeat order received

14.	Are there any clarifications, etc. that the Bidder may like to make	
15.	Please give escalation matrix for problem resolution. The matrix should include a senior officer in the Head Office of the company. Designation, phone no., fax no. and e-mail address of the officials mentioned in the escalation matrix	

- IV. We agree to abide by all the conditions mentioned in this Bid Document issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- V. The bid is valid for 90 days from the date of opening of bid. The validity can be extended with mutual agreement. The following documents are attached towards proof of earnest money deposited in favour of IIT Jodhpur, Payable at Jodhpur (Rajasthan).

S. No.	Earnest Money deposited through	Number	Dated
1.	Demand Draft/ Bank Guarantee		

- VI. No Advance payment shall be made. Payments shall be made as per payments terms.
- VII. Bid duly filled and signed is enclosed with this tender form with Terms & Conditions in token of acceptance along with duly filled letter of undertaking / declaration.

Signature:
Name:
Designation:

Seal of the Organization:
Date:

Compliance Sheet

Sl. No.	Criteria	Documents Required for Technical Evaluation	Compliance (Yes/No)	Reference Page No.
1.	Bidder's Profile			
2.	The bidder should be a company/firm registered in India. The bidder should be operating in India for a minimum of last 5 Financial Years ending 2024-25 with an objective of offering relevant online/offline examination-based projects to Government Departments or Central/State PSUs or Central/State Universities or IITs/IIMs in India.	Certificate of Incorporation/ Registration/ Partnership deed - Certificate of commencement of business (if applicable) along with copy of Memorandum of Association and Articles of Association of the Company		
	Bidder's Financial Turnover and Experience			
3.	Average annual turnover of the bidder from examination services should be minimum Rs. 1 crore in last 3 financial years (FY 2022-23, FY 2023-24 and FY 2024-25).	Certificate from practicing Chartered Accountant (as per attached Annexure-VII)		
4.	<p>The bidder should have at least 5 years of experience (up to 31 December 2025) in conducting offline/online examinations.</p> <p>The bidder must have successfully executed at least five (05) projects related to the conduct of offline/online examinations during the last five (05) years up to 31 December 2025.</p> <p>Out of the above:</p> <p>a) At least two (02) projects must pertain to the conduct of offline/online examinations for a minimum of 2,000 (two thousand) candidates each, conducted on an All-India basis; and</p> <p>b) At least two (02) projects must involve the conduct of offline/online examinations for a minimum of 500 (five hundred) candidates, scheduled in a single shift at a single examination centre.</p> <p>The bidder shall submit documentary evidence, such as work orders, completion certificates, or client certificates, in support of the above experience along with the bid.</p>	<p>Copy of work order / contract along with completion certificate from Client.</p> <p>The bidder must furnish details of similar work executed as per Annexure-VIII, details of work under execution/awarded as per Annexure-IX.</p>		

	Bidder's Infrastructure Capability			
5.	The bidder must have (owned/outsourced) primary centres located in India in different states.	Copy of document in support of owned/outsourced Centre		
	Statutory Requirements			
6.	Permanent Account Number (PAN)	Copy of PAN		
7.	Goods and Services Tax (GST) Registration	Copy of GST Registration Certificate		
8.	Letter of Undertaking (on the letterhead of the bidder), as per Annexure-V.	Annexure-V		
9.	The bidder should not have been blacklisted by any Central/State Government Departments / Public Sector Undertakings / Autonomous Bodies/Central Vigilance Commission (CVC) for any corrupt or fraudulent practices with regard to the works executed by it as on the day of bid submission.	Undertaking duly attested by notary on non-judicial stamp paper of value Rs. 100/- (Rupees Hundred only) as per Annexure-VI		
10.	Non-Disclosure Agreement, as per Annexure-X.	Annexure-X		
11.	Integrity Agreement, as per Annexure-XI.	Annexure-XI		

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:

Date:

Annexure-III

State wise List of Cities in India: In case the bidder has the capability to conduct Offline Examination in **any other city** in particular state/UT, then **additional information may be furnished**.

STATE	CITY	Min. Capacity 300	
		No of Centres	Total Capacity
Rajasthan	Jaipur		
Maharashtra	Mumbai		
Delhi (UT)	New Delhi		
Delhi (NCR)	Gurgaon		
Madhya Pradesh	Bhopal		
Karnataka	Bangalore		
West Bengal	Kolkata		
Bihar	Patna		

Examination Delivery Phase: The successful bidder is required to check the antecedents of each and every personnel deployed by them at the test centre(s) The successful bidder shall deploy adequately pre-screened and trained manpower and ensure the requirements for smooth conduct of examination at each Exam centre in consultation with IITJ. The successful bidder shall make necessary arrangements for the following at each exam centre:

Minimum number of personnel to be deployed at each centre:

S.No.	Post	No. of Personnel
1.	Manager	1
2.	Invigilator (in each room)	2
3.	Support Staff	5
4.	Security Guard Male	3
5.	Security Guard Female	3
6.	Technical Staff (for technical issues)	As per requirement at the centre

The invigilators/staffs should be deployed for the examination along with Lanyard ID card.

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:

Date:

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

The Director
Indian Institute of Technology Jodhpur
NH 62 Nagaur Road Karwar 342030
Jodhpur, Rajasthan

WHEREAS..... (Name and address of the Service Provider) (hereinafter called "the Service Provider") has undertaken, in pursuance of contract no..... dated (hereinafter called "the contract") to supply

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled/nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India. The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Service Provider. The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Buyer in writing.

The Bank declares that it has the power to issue this Guarantee and discharge the obligations contemplated herein; the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

This guarantee shall be valid up to and including the day of, 20.....

.....

(Signature with the date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Letter of Undertaking

(ON THE LETTER HEAD OF THE BIDDER)

To

The Director
Indian Institute of Technology Jodhpur
NH 62 Nagaur Road Karwar 342030
Jodhpur, Rajasthan

Subject: Tender for Registration of Examination Delivery Service Partners for Conduct of Offline Examination for IIT Jodhpur.

Sir,

This bears reference to IITJ tender no. _____ I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including annexures), which forms part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality /entirety

I/We agree that we, not the IITJ, shall be liable for any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of any of the terms & conditions of bid document and contract.

I/We certify that any owner/stakeholder/employee or group of persons of our company/firm has not been caught/involved/booked/charge-sheeted/convicted/ punished / debarred for unfair- means in any examination assignment undertaken by our company/firm.

The above document is executed on..... /...../2026 at (place) _____ and I/we accept that if anything out of the information provided by us is found wrong, our tender/work order shall be liable for rejection.

Thanking you,

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:
Date:

SELF-DECLARATION – NON-BLACKLISTING

(On Non-Judicial Stamp Paper of Rs. 100/- duly attested by the Notary Public)

To,

The Director
Indian Institute of Technology Jodhpur
NH 62 Nagaur Road Karwar 342030
Jodhpur, Rajasthan

Sir,

In response to the NIT no _____ dated _____,
I/We hereby declare that presently our Company/Firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body/ CVC.

We, further declare that presently our Company /Firm is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body/CVC on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:
Date:

Financial Information

- I. Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for last three years i.e. FY 2022-23, FY 2023-24 and FY 2024-25 **and certified by the Chartered Accountant**, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Table-1: Total Turnover

S. No.	Details	(1) FY 2022-23	(2) FY 2023-24	(3) FY 2024-25
i)	Gross Annual Turnover			
ii)	Profit/Loss			
iii)	Financial Position: a) Cash b) Current Assets c) Current Liabilities d) Working Capital(b-c) e) Current Ratio: Current Assets/Current Liabilities (b/c)			

Table-2: Turnover from conducting Online/Offline Examinations Only

S. No.	Details	(1) FY 2022-23	(2) FY 2023-24	(3) FY 2024-25
i)	Gross Annual Turnover			

- II. Please attach – Audited Balance Sheet & Statement of Profit & Loss Account - Certificate of net worth from Chartered Accountant of Bidder.

1 Note: Attach additional sheets, if necessary.

DETAILS OF SIMILAR WORK EXECUTED

S NO	Name of work/ Project & Location	Owner/ Sponsoring organization	Total No. of Candidates Handled	Total No. of Shifts taken for completion	Start Date of examination	End Date of examination	Litigation/ Arbitration pending in progress with details	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10
1.									
2.									
3.									

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:
Date:

DETAILS OF WORK UNDER EXECUTION OR AWARDED

S NO	Name of work/ Project & Location	Owner/ Sponsoring organisation	Total No. of Candidates to be handled	Start Date of examination	Stipulate date of completion of the examination	Upto date percentage progress of examination	Slow progress if any, and reasons thereof	Name, Designation and address/ telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10
1.									
2.									
3.									

Signature:
Name of Authorized Signatory:
Designation:

Seal of the Organization:
Date:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the **BETWEEN:**

- (1) <<name of the department/Corporation/Agency>> a<<type of organization>>having its registered office at(hereinafter referred to as “**Disclosing Party**” which expressions shall unless repugnant to the context include its successors and assigns), and

- (2)<<name of the Service Provider Agency>>a<<type of organization>>having its registered office at , hereinafter referred to as “**Receiving Party**”, which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the “**Parties**”.

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on datedfor **<<name of the project>>**.

NOW IT IS HEREBY AGREED as follows: -

I. Confidential Information

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to **<<name of the project>>**Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flowcharts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know- how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. Not Within Definition

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that: -

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

III. Obligation of Confidentiality

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non- Disclosure Agreement.

Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity

- i. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- ii. To furnish the details including names and phone numbers of persons (Project Manager/ TL/ DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3days.

- iii. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from IITJ or any other Person specifically authorized in this regard to do so.
- iv. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- v. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- vi. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- vii. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- viii. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

IV. Property of the Parties

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

V. Reporting Unauthorized Disclosure or Misuse of Confidential Information

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

VI. Losses

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

VII. Remedies

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

VIII. Notices

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or email (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

IX. Term & Termination

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be coterminous with the Agreement signed by the parties as referred above. However, if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signature on behalf of the
..... <<name of the department/Corporation/
Agency>>(Disclosing Party)

Name: Designation:

Signature on behalf of <<name of the Service Provider Agency>>(Receiving Party)

(_____)

Name:

Designation:

DATE:

WITNESSED BY:

Name	Address	Signature
------	---------	-----------

1.

2.

Code of Conduct / Integrity Pact

No official of the Service Provider/bidder shall act in contravention of the codes which includes

1. prohibition of: -

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.

(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract.

(j) disclosure of conflict of interest.

(k) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause

(l) with any entity in any country during the last three years or of being debarred by any other procuring entity.

INTEGRITY PACT

To

Authorized Officer IIT Jodhpur

Sub: Submission of bid for Registration of Examination Delivery Services Partners at Indian Institute of Technology Jodhpur

Dear Sir/Madam,

I/We acknowledge that IIT Jodhpur is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the cited tender is an invitation to offer made on the condition that I/We will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I /We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the tender.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by IIT Jodhpur.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article-1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender /bid, IIT Jodhpur shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully,

(Duly authorized signatory of the Tenderer/Bidder)

To be signed by the bidder and same signatory competent/authorized to sign the relevant contract on behalf of IIT Jodhpur

INTEGRITY AGREEMENT

This Integrity Agreement is made at on this.....day of.....20...

BETWEEN

Director IIT Jodhpur represented through Authorized Officer, IIT Jodhpur (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns)

AND

.....(Name and Address of the Individual/firm/Company) through (here-in-after referred to as the (Details of duly authorized signatory) "Bidder/Service Provider/ Vendor/Agency" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal /Owner has floated the Tender (No.) (here-in-after referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract forName of work) Here-in-after referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relationship with its Bidder(s) and Bidder/Service Provider/Vendor/Agency.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses asunder:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(a) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and

reason. The Principal/Owner will, in, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(b) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If the Principal/Owner obtains information on the conduct of any of its employee which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Bidder/Service Provider/Vendor/Agency

1. It is required that each Bidder/Bidder/Service Provider/Vendor /Agency (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

2. The Bidder(s)/Bidder/Service Provider/Vendor commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution: -

(a) The Bidder(s)/Bidder/Service Provider/Vendor will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract Orto any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Bidder/Service Provider/Vendor /Agency (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Bidder/Service Provider/Vendor /Agency(s)will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Bidder/Service Provider/ Vendor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Bidder/Service Provider/

Vendor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, In cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Bidder/Service Provider/ Vendor will, when presenting his bid, disclose (with each tender as per Performa enclosed) all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

3. The Bidder(s)/Bidder/Service Provider/ Vendor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4. The Bidder(s)/Bidder/Service Provider/ Vendor will not, directly or through any other person or firm indulge in fraudulent practice means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

5. The Bidder(s)/Bidder/Service Provider/Vendor /Agency(s)will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may be fall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Bidder/Service Provider/Vendor/Agency its established policies and laid down procedures, the Principal /Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Bidder/Service Provider/Vendor and the Bidder/Bidder/Service Provider/Vendor/Agency accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

2. If the Bidder(s)/Bidder/Service Provider/Vendor /Agency(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the bidder/Service Provider/Vendor /Agency shall have powers to disqualify the Bidder(s)/Bidder/Service Provider/ Vendor from the Tender processor terminate/determine the Contract, if already executed or exclude the Bidder/Bidder/Service Provider/Vendor /Agency from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

3. **Forfeiture of Performance Guarantee:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner

apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee of the Bidder/Bidder/Service Provider/Vendor /Agency.

4. **Criminal Liability**: If the Principal/Owner obtains knowledge of conduct of a Bidder or Bidder/Service Provider/Vendor /Agency, or of an employee or a representative or an associate of a Bidder or Bidder/Service Provider/Vendor /Agency which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal /Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country conforming to the anti-corruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2. If the Bidder makes an incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Bidder/Service Provider/Vendor /Agency as deemed fit by the Principal/Owner.

3. If the Bidder/Bidder/Service Provider/Vendor /Agency can prove that he has resorted /recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article5: Equal Treatment of all Bidders/Bidder/Service Provider/Vendor /Agencies /Sub-bidder/contractor/Agencies

1. The Bidder(s)/Bidder/Service Provider/ Vendor undertake(s) to demand from all sub-bidder/Service Provider/Vendor /Agencies a commitment in conformity with this Integrity Pact. The Bidder/Bidder/Service Provider/Vendor /Agency shall be responsible for any violation(s) of the principles laid down in this agreement /Pact by any of its Sub-bidder/Service Provider/Vendor /sub-vendors.

2. The Principal/Owner will enter Pacts on identical terms as this one with all Bidders and Bidder/Service Provider/Vendor /Agencies.

3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Service Provider/Vendor /tenderer 12 months after the completion of warranty period under the contract or till the continuation of defect liability period, whichever is more and for all other bidders/tenderers, till the

Contract has been awarded.

2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, IIT Jodhpur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.

2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Bidder/Service Provider/Vendor /Agency is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed that any dispute or difference arising between the parties regarding the terms of this Integrity Agreement/Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/Pact or interpretation thereof shall not be subject to arbitration.

Article 8- Legal and Prior Rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents regarding any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

1(Signature, name and address)
2(Signature, name and address)

.....
(For and on behalf of Bidder/Bidder/Service Provider/Vendor /Agency) WITNESSES:

1(Signature, name and address)
2(Signature, name and address)
Place: - Dated: -