

UP POLICE RECRUITMENT & PROMOTION BOARD

Tulsi Ganga Complex, 19 C, Vidhan Sabha Marg, Lucknow (UP)- 226001

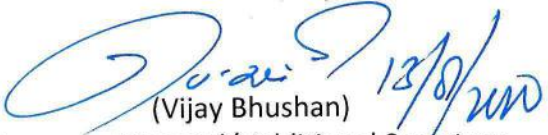
Phone: 0522-2237140 www.uppbpb.gov.in

REF.NO. PRPB: Two-(2)/2019

Dated: August, 13, 2020

Advertisement /Corrigendum of RFQ for the post of Sub-Inspector and equivalent post

1. Advertisement No. PRPB-Two-2(1)2019, Dt 20.07.2019 relating to Online written examination for recruitment of Sub Inspectors and equivalent posts initial RFQ issued for 6130 posts, now stands revised and enhanced to 9534 posts. All concerned are hereby intimated to make a note of enhanced vacancies as mentioned above.
2. In the RFQ wherever in term "Last three financial years i.e. (2016-2017, 2017-2018 and 2018-2019)" has been mentioned, in addition to the above, period of 2017-2018, 2018-2019 and 2019-2020 shall also be included. Participating agencies shall have option to follow either of the block of three years period mentioned above.
3. Keeping in view Covid-19 pandemic participating agencies may furnish financial statements of 2019-2020, duly audited or certified by Chartered Accountant.
4. Advertisement(RFQ) No. PRPB- Two-2(1)2019, Dt 20.07.2019 shall be read as amended to the extent mentioned herein above.
5. Due to above condition submission date may be extended and fixed 24-08-2020.


(Vijay Bhushan)

Inspector General/ Additional Secretary
Uttar Pradesh Police Recruitment and
Promotion Board,
Lucknow

Copy: Incharge I.T. Wing to upload on the website of Uttar Pradesh Police
Recruitment and Promotion Board, Lucknow.



**UTTAR PRADESH POLICE
RECRUITMENT AND PROMOTION BOARD**

CORIGENDUM

**AND DECISION OF THE BOARD ON THE REPRESENTATIONS
GIVEN BY VARIOUS AGENCIES**

REGARDING

**REQUEST FOR QUOTATION
FOR**

**RECRUITMENT RELATED ACTIVITIES OF
SUB-INSPECTOR CIVIL POLICE (MALE/FEMALE) & EQUIVALENT
POSTS**

No. PRPB-Two-2(1)/2019

Dated: August 11, 2020

RFQ – SI(male / female) and equivalent posts Recruitment, PRPB-two -2(2)/2019

Decision of the Board on the Queries raised by NSEIT

Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
1	NSEIT Limited			Regarding the tender submission and EMD	<p>As the EMD is a large amount we request that in addition to DD, bidders be also allowed to submit the EMD as a Bank Guarantee. The BG can be submitted separately prior to the submission date</p> <p>Also due to the current situation and we are currently working from home instead of hard copy submission we request that bidders be allowed to submit the Tender submission through Email with password protected Technical bid and Financial</p>	<p>EMD has to be submitted with the tender in the form of DD/Bank Guarantee (BG).</p> <p>Tender has to be submitted in the shield envelope only.</p>
2		6	Point 11	Manpower Details	<p>Please note while we can submit the HR declaration on manpower and submit the Team details along with EPF certificate – this being confidential information as per our internal policy we will not be able to submit the Employee Email ID and contact number – we request that this condition be removed</p> <p>We also request that Manpower criteria be increased to minimum 1000 employees and above</p>	<p>E-mail id and contact no. in public domain and it is known to the controlling companies. So it is not confidential. This information has to be submitted with manpower details.</p> <p>Regarding no. of manpower, your suggestion is irrelevant.</p>

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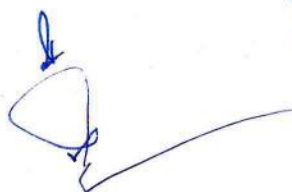
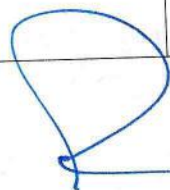
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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
3		11	Point 1	Eligibility Criteria - Turnover	We request that to get the better qualified vendors please increase the highest slab turnover requirement to Rs 100 crore and above	Not accepted . Turnover mentioned in RFQ is fair enough and it is good for healthy competition.
4		11	Point 2	Eligibility Criteria - Experience	We request that experience of PSUs, Govt department, Examination bodies too be accepted as the process for any high stakes exam would be the same	PSUs, regarding recruitment related examinations may be included. Government department is already mentioned in the relevant point of the RFQ.
5		13-14		Financial Bid	<p>We assume that Per Candidate means Per Scheduled Candidate who is issued an Admit Card</p> <p>We request that instead of multiple cost line items – Bidders be allowed to submit a single all inclusive rate</p> <p>We request that instead of an all inclusive rate bidders be allowed to quote the rate with GST to be quoted extra . Any hike in GST would be borne by the client accordingly</p>	<p>Yes</p> <p>This request is not accepted .. Rates in financial bid has to be submitted activities wise only. Number of candidates are different at different stage of process.</p> <p>This request is not accepted .. Already mentioned in RFQ page no. 15, point 4.5-1,2, 3</p>
6		16	Clause 2.1 – Terms and Conditions	If selected Agency commits errors and fails to conduct various recruitment processes/exams....	<p>Request the Board to notify in writing to the bidder of termination of the contract on the part of bidder in carrying out the contract. The bidder should be given the rights of representation before terminating the contract along with cure</p>	This request is not accepted .

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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
					<p>period to rectify/remedy its defaults / defects / shortcomings.</p> <p>The bidder shall be responsible only for the defaults/shortcomings occurred due to it.</p>	Mentioned as RFQ
7		18	Clause 5.1 – Terms and Conditions	If selected Agency commits errors and fails to conduct various recruitment processes/exams....	<p>Request the Board to notify in writing to the bidder of termination of the contract on the part of bidder in carrying out the contract.</p> <p>The bidder should be given the rights of representation before terminating the contract along with cure period to rectify/remedy its defaults / defects / shortcomings.</p> <p>The bidder shall be responsible only for the defaults/shortcomings occurred due to it.</p>	<p>This request is not accepted .</p> <p>Mentioned as RFQ</p> <p>Mentioned as RFQ</p>
8		17	Clause 5.3 – Terms and Conditions	Clause 5.3	Request the board to consider the capping of penalties/damages/liability to 5% of the total invoice value at the time of executing the Contract.	This is the point/subject of MOU. So it will be taken up at the time of MOU.
9		18	Clause – 5.9 - Terms and Conditions	Clause – 5.9	<p>Request the Board to notify in writing to the bidder before imposing the penalties.</p> <p>The bidder should be given the rights of representation</p> <p>Request the board to confirm the penalties to be imposed and further requests to cap the penalties/damages/liability</p>	This is the point/subject of MOU. So it will be taken up at the time of MOU.

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Sr. No.	Name the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
					to 5% of the total invoice value.	
10		18	Clause 5.17 - Terms and Conditions	Limitation of Liability shall not exceed the contract value	Request the board to consider the capping of penalties/damages/liability to 5% of the total invoice value at the time of executing the Contract.	This is the point/subject of MOU. So it will be taken up at the time of MOU. This is not relevant at the stage of RFQ
11		25	Important Instructions	The SP should provide detailed audit trail support to tackle any RTI query	SP shall only be responsible for providing documented inputs in assisting for RTI query.	Not accepted
12		18	Clause 5.18 - Terms and Conditions	Clause 5.18 -	<p>Request the board to clarify what type of Litigation or litigation arising from which situation shall be submitted to the Hon'ble Court.</p> <p>Also, Bidder wishes to negotiate the Board with the following :</p> <p>1) The bidder shall assist the board with the matter of litigation only for a period of 6 months post examination.</p> <p>2) Once the bidder gives all the handover to the Board post examination, the board shall further take it forward in case of any requirement to the Court. The board can approach the bidder and the bidder shall extend its support, however, the bidder shall not be the first contact party.</p> <p>Further, request board to consider the following:</p>	<p>Not accepted</p> <p>Not relevant at the stage of RFQ.</p>

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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
					In case of any dispute arising from the terms and conditions of the contract/Agreement between the parties – the same shall be addressed to the Sole Arbitrator mutually appointed by the parties. The proceedings shall be conducted in accordance of Arbitration and Conciliation Act, 1996 and any amendments thereof.	
13		3	Designing and Preparing of Online Applications	Designing and Preparing of Online Applications	We assume that all the eligibility criteria and requirements of application form will be provided by UPPRPB for designing online application form.	Yes, the eligibility criteria as per existing service rules and Government Orders.
14		3	Designing and Preparing of Online Applications	Online Payment of fee	<ol style="list-style-type: none"> 1. For online payment we assume the transaction charges for online payment will be borne either by UPPRPB or levied to candidates. Please confirm. 2. We assume the registration fees collected through online payment will need to be credited directly into UPPRPB bank account. 3. Please confirm if the Third party Payment collector for integration will be provided by UPPRPB or need to be provided by the bidder 4. Would there be challan Payment? 	<p>As per rules of the Bank. Registration Fee + Bank processing charges will be payable by the candidates.</p> <p>online payment will be credited directly in to Treasury/ SBI Account.</p> <p>Not accepted</p> <p>No, There will be online payment mode only.</p>

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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
15		34	Annexure 9 Help Line	Sending SMS to candidates	As per TRAI guidelines, the sender needs to be registered with TRAI after submitting their PAN card and other documents. Kindly confirm that the Sender ID will be provided by UPPRPB.	Not accepted This Quarry is irrelevant at the stage of RFQ
16		34	Annexure-9 Helpline	Two technically qualified personnel will man helpline being setup at Board's office	Kindly confirm if the help desk can be operated from Bidder's office or has to be deployed at Board's office?	The help desk has to be established at the Boards Office, Lucknow.
17		3	Paper Setting Related Activities	Content	<ol style="list-style-type: none"> 1. Please share number of questions per paper (min and max.) 2. Please confirm total modules for which QP needs to be prepared 3. Please confirm duration of exam min. and max for different exam modules. 4. We assume the questions will be only of MCQ Type. Please confirm 5. Please share syllabus and topics for each of the disciplines / subjects mentioned in the tender for bidder to understanding the QP content development capability required 	These are the confidential matters and would be discussed with the selected agency.
18		28	Annexure 4 Question Bank	Creation of Question Bank containing minimum 10000 objective type questions or more as per syllabus and guidelines of the board	Requesting UPPRPB to kindly confirm whether the repository of 10000 questions per discipline is mandatory or can it be to the tune of 2x or 3x of the actual question requirement.	These are the confidential matters and would be discussed with the selected agency.

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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
19		4	Online Examination Related Activities	Printing and Dispatch of examination center wise examination kit / stationary	We assume that printing of examination kit and stationary is related to Hand Written exam and not CBT	Examination center kit (Room sitting chart, attendance sheets and rough sheets) has to be provided by the selected agency accordingly.
20		4	Online Examination Related Activities	Data archiving and digitization	Please provide the duration required for "Test Data Archiving"	Not relevant at the stage of RFQ. This point will be discussed with the selected agency at the later stage.
21		24	Annexure 3 Conduct of Online Examination	Important Instructions	Since the exams will be conducted on Intranet mode, DB layer would be required to store QP and responses, kindly confirm	This point will be discussed with the selected agency at the later stage.
22		26	Annexure 3 Conduct of Online Examination	Mock Test	Kindly confirm duration of mock test and how many days before the exam we are required to host the Mock Test	This point will be discussed with the selected agency at the later stage.
23		28	Annexure 4 Question Bank	Question Paper Authoring software	Since the content is in bidder's score, please specify, what is required for Question Paper Authoring software	This point will be discussed with the selected agency at the later stage.
24				Covid19 Precaution Measures	We request that in view of the current situation that is expected to continue for the next 6-8 months and due to the Govt's mandate on Precautionary measures to be followed we request the points below be included in the tender in the financial Bid format as this would have a cost impact - so the rate should include COST of conducting Exam adhering to Covid 19 compliance. We request the cost of	Online written examination will held after Covid-19 conditions get normal.

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
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Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
					<p>Exam + Covid 19 additional cost together be considered for computing the Total L1 Rate</p> <ol style="list-style-type: none"> 1. Due to Social Distancing norms for seating & spacing between each candidates at the Test centers - additional Centers to be booked which leads to additional Servers, Test Administrators & manpower, Security guards etc 2. Sanitization cost at the test center before and after exams (Sanitizers, Sanitization of the infra between sessions, Disinfection of the entire center at the end of the day etc) 3. Disposable Gloves, Face shield, PPE suit for Security staff attending the Frisking activities and the cost for Thermal Scanners (Ratio 1:100) 4. We suggest that to avoid Hand Pat Frisking only Metal detectors should be used for frisking - Security guards who carry out the frisking will wear PPE suit which is changed every day. 5. To reduce hand to hand contact candidates 	


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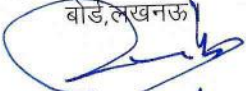
Sr. No.	Name of the Agency	Page No.	Tender Document Reference Number	Content of Tender Doc. for Clarification	Points for Clarifications	Responses of the UPPRPB Board
					<p>contact candidates should get their own pencil for usage during the test</p> <p>6. Suggested Point to be incorporated in the Admit card - that Candidate who come for the Exam should sign a self-declaration that they are free from any covid19 symptoms and none of the family member with whom they are staying are Covid19 positive and they are appearing for the exam at their own risk - the Exam conducting body and the Exam conducting Agency will not be held accountable for any Covid19 related concerns at later stage post the exam.</p>	


Note/Important Instructions:- The Agency will be responsible for verification of fingerprint at the time of reporting of candidates in the Training Centre

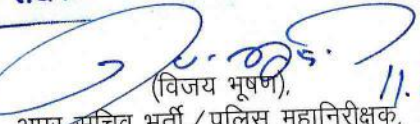

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उ0प्र0 पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


(आंश कालिक) 11.8.20
अंश कालिक सदस्य,
उ0प्र0 पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


(रश्मि रानी)
अनुसचिव भर्ती/प्रभारी पुलिस अधीक्षक
उ0प्र0 पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


(आंश कालिक) 11.8.20
अंश कालिक सदस्य,
उ0प्र0 पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


(सुरेश कुमार पाण्डेय),
पुलिस अधीक्षक, भर्ती वित्त नियंत्रक,
उ0प्र0 पुलिस भर्ती एवं प्रोन्नति बोर्ड,
लखनऊ।


(विजय भूषण),
अपर-सचिव भर्ती/पुलिस महानिरीक्षक,
उ0प्र0 पुलिस भर्ती एवं प्रोन्नति, बोर्ड,
लखनऊ। 11.8.20

RFQ – SI(male / female) and equivalent posts Recruitment, PRPB-two -2(2)/2019

Decision of the Board on the Queries raised by TCS

S.NO.	Name of the agency	Page no.	Tender Document Reference Number	Content of Tender Doc.for clarification	Points for Clarifications	Responses of the UPPRPPB Board
1 (Given on date 23-07-20)	TCS	12	Part-II,4.3-8	Quality certification for Online Recruitment / Examination division of the agency.	ISO 9001+ISO 27001 -3 marks	Accepted
					ISO 9001+ISO 27001+ ISO 20000 -6 marks	
					ISO 9001+ISO 27001+ ISO 20000+STQC/CERT- In -8 marks	
2 (Given on date 23-07-20)				Keeping Security parameters in mind, the assessment test engine and the software must be STQC Certified (Standard Testing Quality Certification)	Keeping Security parameters in mind, the assessment test engine and the software must be STQC/Cert-In Certified	Accepted STQC/Cert-In Certified
1 (Given on date 30-07-20)	TCS	Page No.05 Point No.06	Conduct of Examination	Biometric capturing of candidates during online examination and other stages of recruitment process	We have the requested capability, However due to current pandemic situation our On Center Assessments capture of finger print has been temporarily discontinued. This capability will be reinstated as soon as the situation normalizes. Please confirm if this is acceptable	Online written examination will be held after COVID-19 conditions get normal.
2		Page No.05	DV/PST of eligible candidates	Biometric capturing of candidates during DV and PST on both occasions	We have the requested capability, However due to current pandemic situation our On Center Assessments capture of finger print has been temporarily discontinued. This capability will be reinstated as soon as the situation normalizes. Please confirm if this is acceptable	Online written examination will be held after COVID-19 conditions get normal.
3		Page No.6	Physical Efficiency Test	Biometric capturing of the candidates participating in Physical Efficiency Test	We have has the requested capability, However due to current pandemic situation our On Center Assessments capture of finger print has been temporarily	Online written examination will be held after COVID-19 conditions get normal.

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					discontinued. This capability will be reinstated as soon as the situation normalizes. Please confirm if this is acceptable	
4		Page No.5	Physical Efficiency Test	Physical Efficiency test involving a run for a specified distance using RFID with display of lap timings and videography	We need more clarification on scope of work from TCS perspective. Though annexure 6 describes the scope very briefly. Please elaborate on same.	On Page No.5 point 5(2) & 5(3) Physical Efficiency Test (Running) would be carried out by the separate agency specially selected for Physical Efficiency Test.
5	TCS	Page No.07 Point-10	Eligibility Criteria for participation	<p>Agency and its subsidiaries must not be blacklisted or on work holiday by the Central Government/State Government. The firm or any of its director should neither be convicted by any Court of Law or blacklisted by any Government nor any criminal case should be pending against such Firm in any Court of Law.</p> <p>The agency will provide a self-declaration certificate as following:-</p> <p>(i) Certified that this company/Firm and it's subsidiaries has never been blacklisted in last five years by any Govt./Public sector agency/Undertaking in India.</p> <p>(ii) The services of the company/firm and it's subsidiaries have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./ Public sector agency/undertaking in last five years.</p>	<p>Due to the current pandemic situation A self Declaration will not be signed however an Email acceptance will be provided with below legal statement :</p> <p><i>The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of Pandemic COVID-19 is settled and lockdown is relaxed by the Government of India.</i></p> <p>Please confirm if this will be acceptable</p>	Self declaration signed by local authorized signatory will be accepted.

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6	TCS	Page No.07 Point-11	Eligibility Criteria for participation	<p>The agency must have at least 500 technically qualified/trained and experienced manpower on their roll for conducting online recruitment examination. At least Two technical employee has to be deployed at every test centre. The agency must have capability to deploy more skilled manpower if required. Agency must submit details like Employee's ID, name, Employee's corporate Email, Contact no. etc.</p> <p>The agency should commit to set-up an office in Lucknow with full time employees and infrastructure if in case the contract is awarded to the company. Affidavit should be submitted in this behalf.</p>	<p>Due to the current pandemic situation An Affidavit will not be signed however an Email acceptance will be provided with below legal statement :</p> <p><i>The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of Pandemic COVID-19 is settled and lockdown is relaxed by the Government of India.</i></p> <p>Please confirm if this will be acceptable</p>	Self declaration signed by local authorized signatory will be accepted.
7		Page No.12 Point-4.3 Scoring matrix	Evaluation Criteria	Online Question Bank - Experience in preparation of online question bank of more than 10000 questions.	<p>Due to the current pandemic situation A self Declaration will not be signed however an Email acceptance will be provided with below legal statement :</p> <p><i>The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of Pandemic COVID-19 is settled and lockdown is relaxed by the</i></p>	Self declaration signed by local authorized signatory will be accepted.

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					Government of India. Please confirm if this will be acceptable	
8		Page No.12 Point-4.3 Scoring matrix-6	Evaluation Criteria	Nodes - Total computer terminals owned or contracted in Uttar Pradesh	Due to the current pandemic situation A self Declaration will not be signed however an Email acceptance will be provided with below legal statement : <i>The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of Pandemic COVID-19 is settled and lockdown is relaxed by the Government of India.</i> Please confirm if this will be acceptable	Self declaration signed by local authorized signatory will be accepted.
9		Page No.13 Point-4.3 Scoring matrix-7		Data Centre - Availability of secured data centre in India with DR (Data Recovery) support in different cesmic zones.	Due to the current pandemic situation A self Declaration will not be signed however an Email acceptance will be provided with below legal statement : <i>The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of</i>	Self declaration signed by local authorized signatory will be accepted.

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					<p>Pandemic COVID-19 is settled and lockdown is relaxed by the Government of India. Please confirm if this will be acceptable</p>	
10		Page No.13 Point-4.3 Scoring matrix-8	Evaluation Criteria	<p>ISO Certification - Quality certifications for online recruitment/examination division of the agency ISO 9001+ISO 27001 ISO 9001+ISO 27001 + ISO 20000 ISO 9001 + ISO 27001 + ISO 20000 + STQC + Cert in</p>	<p>STQC is a Govt. of India certifying body that audits and certifies on various aspects of IT as per ISO, IEC, BIS standards, etc. Since ISO Certificates are already covered in the scoring matrix (point no 4.3 - 8), the additional criteria should ideally be for Product Solution Security Quality Certificate which can be covered by either STQC or CERT-In audit and certifications. Hence we request the following change to the clause ISO Certification - Quality certifications for online recruitment/examination division of the agency ISO 9001+ISO 27001 ISO 9001+ISO 27001 + ISO 20000 ISO 9001 + ISO 27001 + ISO 20000 + STQC / Cert in</p>	Accepted (STQC / Cert in)
11		Page No.13 Point-4.3 Scoring matrix-10	Evaluation Criteria	Man Power	<p>Due to the current pandemic situation A self Declaration will not be signed however an Email acceptance will be provided with below legal statement : The Information contained in the document is confidential, privileged only for the intended purposes and is accepted by Tata Consultancy Services Limited vide its authorized signatory. We hereby request you to accept this document in lieu of physically signed documents. The physical submission/ scan copy of the executed document shall be submitted once the situation of Pandemic COVID-19 is</p>	Self declaration signed by local authorized signatory will be accepted.

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					<p><i>settled and lockdown is relaxed by the Government of India.</i></p> <p>Please confirm if this will be acceptable</p>	
12		Page No.14	Evaluation Criteria	<p>Keeping security parameters in mind, the assessment test engine and the software must be STQC Certified.</p>	<p>STQC is a Govt. of India certifying body that audits and certifies on various aspects of IT as per ISO, IEC, BIS standards, etc. Since ISO Certificates are already covered in the scoring matrix (point no 4.3 - 8), the additional criteria should ideally be for Product Solution Security Quality Certificate which can be covered by either STQC or CERT-In audit and certifications. Hence we request the following change to the clause</p> <p>Keeping security parameters in mind, the assessment test engine and the software must be STQC/Cert-in Certified</p>	Accepted (STQC / Cert in)
13		Page No.18 Point-5.5	Terms and conditions	<p>The Agency shall provide minimum 25 Computer Systems along with sufficient man power at Board's Office for Helpdesk management during the execution of the project. The Computer Systems being provided would be with the specifications of</p> <ol style="list-style-type: none"> 1- 8GB Ram(minimum). 2- 1 TB Hard Disk, 3- (minimum), 2 GB Graphic card(minimum), 4-Processor 1-5 (minimum) with 8th generation, 5- OS Window 10, 6- 1 Kilowat UPS(minimum). 7- All in One Printer and This help line/Helpdesk will work from the start of online uploading of admit card till the end of recruitment Process. The computer systems 	<p>We request deletion of the clause and allow for a centralized helpdesk (telephonic, sms and e-mail) support from the agency.</p>	Inn Point No.5.5/8 has been deleted

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				shall be property of the Board and shall be handed over to the Board. after helpdesk job is over.		
14		Page No.23	Uploading of Admit Cards	Identification of eligible / ineligible candidates on various parameters	We can build in validations in the application form fields as instructed by UPPRPB. We Suggests that application scrutiny should be done by UPPRB subjective nature of the task. Please confirm if this is acceptable	Not acceptable
15		Page No.24	Providing well equipped and secured examination centre for online examination	Minimum Candidate system Prerequisite and Minimum Exam Centre server Prerequisite.	Since we use our own operating system the technical specifications mentioned for candidate system and server might differ. However, it is always ensured that the exams are conducted flawlessly with better configuration. Please confirm if this is acceptable	To be discussed
16		Page No.25	Annexure-3 Important instructions.	Examination software shall provide real time audit report of candidates while taking the examination. This is mandatory to tackle the candidate's complaint if any during the course of examination.	As audit logs are provided post assessment, We would request the following change Examination software shall capture activities of candidates while taking the examination. This is mandatory to tackle the candidate's complaint if any during the course of examination. The audit logs to be send to the UPPRPB as soon as possible.	Audit log should be accessible to Board immediately after a candidate has completed exam.
17		Page No.26	Annexure-3 Important instructions.	The examination software should be capable of capturing and authenticating the biometric data of candidates. This is mandatory to avoid candidate impersonation.	Need clarification of "Authentication". Is this authentication by the associate during the exam start in the "system" or is it to be with authenticating finger print of candidate with Aadhaar?	Aadhar no. must be taken during exam.
18		Page No.26	Annexure-3 Supply of examination center management kits.	e. Room wise attendance sheets with roll number, colour photograph and signature of candidates with provision for pasting of a fresh colour photograph on attendance sheet	We have the requested capability, However due to current pandemic situation our On Center Assessments capture of manual attendance and signature has been temporarily discontinued. This capability will be reinstated as soon as the	Online written examination will be held after COVID-19 conditions get normal.

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24		Page No.43 point No.1	Proforma-8	ISO 9001 - 2008 certificate available or not?	Since ISO 9001 - 2015 is more advanced version when compared with ISO 9001 - 2008 We would like the following change ISO 9001- 2008 or later certificate available or not ?	Accepted
25		Page No.43 point No.4	Proforma-8	STQC (Standard Testing Quality Certification) + CERT -in certificate available or not?	STQC is a Govt. of India certifying body that audits and certifies on various aspects of IT as per ISO, IEC, BIS standards, etc. Since ISO Certificates are already covered, the additional criteria should ideally be for Product Solution Security Quality Certificate which can be covered by either STQC or CERT-In audit and certifications. Hence we request the following change to the clause STQC (Standard Testing Quality Certification) / CERT -in certificate available or not?	Accepted

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Decisions of the Board on Legal suggestions/Queries raised by TCS

S.no.	Clause No.	Page No.	RFP Text	Query/suggestion by TCS	Decision of the board
1	Eligibility criteria for participation	6 & 7	<p>10- Agency and its subsidiaries must not be blacklisted or on work holiday by the Central Government/State Government. The firm or any of its director should neither be convicted by any Court of Law or blacklisted by any Government nor any criminal case should be pending against such Firm in any Court of Law.</p> <p>The agency will provide a self declaration certificate as following:-</p> <p>Certified that this company/Firm and it's subsidiaries has never been blacklisted in last five years by any Govt./Public sector agency/Undertaking in India.</p> <p>The services of the company/firm and it's subsidiaries have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.</p>	<p>10- Agency must not be blacklisted or on work holiday by the Central Government/State Government.</p> <p>The agency will provide a self declaration certificate as following:-</p> <p>Certified that to the best of our knowledge, the company has never been blacklisted in last five years by any Govt./Public sector agency/Undertaking in India.</p> <p>The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.</p>	<p>Not accepted Only criminal cases are considered which are pertain to exam related frauds.</p> <p>Not accepted</p> <p>Not accepted</p>
2	Bid Evaluation criteria	14-17	<p>Number of candidates in column 3 are given only for the purpose of calculating financial Quote. Payment for activities 1,3,4 and 5 will be done on the basis of actual numbers of admit cards issued in each stage at the rate given in column 4. Payment of activities 2, and 6 will be done as per quoted amount for that activity.</p> <p>4.5 The rates quoted should be inclusive of all applicable taxes.</p> <p>1-The Firm shall be responsible for any fluctuation/changes of taxes in future.</p>	<p>Number of candidates in column 3 are given only for the purpose of calculating financial Quote. Payment for activities 1,3,4 ,5and 6 will be done on the basis of actual numbers of admit cards issued in each stage at the rate given in column 4. Payment of activities 2, and 6 will be done as per quoted amount for that activity.</p> <p>4.5 The rates quoted should be exclusive of all applicable taxes.</p> <p>1-The Govt shall be responsible for any fluctuation/changes of</p>	<p>Not accepted</p> <p>Not accepted</p> <p>Not accepted. Rates quoted should be</p>

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			<p>2-If taxes increase in future, it will be borne by the Agency. If taxes reduces, benefit of reduced taxes shall be passed to Govt.</p> <p>3-In case of calculation error given by the agency, any interpretation shall be in favour of the Govt.</p> <p>4.6 The rates quoted shall be valid for the entire duration of the process irrespective of the delay due to whatsoever reason.</p>	<p>2-If taxes increase in future, it will be borne by the Govt. If taxes reduces, benefit of reduced taxes shall be passed to Govt.</p> <p>3-In case of calculation error given by the agency, such calculation shall be corrected.</p> <p>4.6 The rates quoted shall be valid for the entire duration of the process, however, if there is a delay from Govt, The Agency shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Govt. for additional costs incurred, if any, as may be mutually agreed upon between the Parties.</p> <p>All invoices and bills will become due for payment within thirty (30) days of presentation. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Agency also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by the Govt and any such withholding by the Agency shall not be treated as breach by it of the provisions of this Agreement. The govt. shall dispute an invoice within 10 days of receipt</p>	<p>inclusive of all central and state taxes.</p> <p>Not accepted</p> <p>Not accepted</p> <p>Not accepted</p> <p>Not accepted</p>
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			<p>4.11 <u>Stages of Payment</u></p> <p>4.12 All payments will be made through e-payment and will be released on receipt of bills as per invoice approved rates on successful completion of specific task to the satisfaction of Govt. of UP.</p> <p>(a) Performance Bank guarantee of ten percent of total value of contract in favour of Additional Secretary Promotion, UPPRPB, Lucknow has been submitted by Service Provider the details of which are mentioned as below. Performance Bank Guarantee will be retained by the UPPRPB. till completion of work as per the agreed specification. The Performance Bank guarantee shall remain valid till 180 days of completion of all contractual obligations including warranty period, if any. The stamp duty on Performance Bank Guarantee shall be payable by the Service Provider as per Stamp Act. No interest will be paid on the amount of the Performance Bank Guarantee.</p>	<p>of an invoice else the invoice shall be deemed to have been received by the Govt.</p> <p>4.11 <u>Stages of Payment</u></p> <p>4.12 All payments will be made through e-payment and will be released on receipt of bills as per invoice approved rates on successful completion of specific task as per the agreed scope.</p> <p>(a) Performance Bank guarantee of ten percent of total value of contract in favour of Additional Secretary Promotion, UPPRPB, Lucknow has been submitted by Service Provider the details of which are mentioned as below. Performance Bank Guarantee will be retained by the UPPRPB. till completion of work as per the agreed specification. The Performance Bank guarantee shall remain valid till 180 days of completion of all contractual obligations including warranty period, if any. The stamp duty on Performance Bank Guarantee shall be payable by the Service Provider as per Stamp Act. No interest will be paid on the amount of the Performance Bank Guarantee.</p>	<p>Not accepted as per the RFQ</p> <p>Not accepted as per the RFQ</p>
3	Terms & conditions	page 18-19	<p>5.1 In view of the nature of the work, the Board expects 100% error free processing of the recruitment process at all stages. If the selected agency commits error and fails to conduct various recruitment processes/exams to the satisfaction of Board, the Board reserves the right to cancel that particular process or whole recruitment process and can direct the agency to conduct that exam/process or the whole</p>	<p>5.1 In view of the nature of the work, the Board expects 100% error free processing of the recruitment process at all stages. If the selected agency commits error and fails to conduct various recruitment processes/exams as per the agreed scope, the Board reserves the right to cancel that particular</p>	Not accepted

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			<p>recruitment process again and for this no extra payment shall be made to the agency. If due to errors committed by the agency Board cancels the recruitment process and it is decided by the Board not to proceed with the same agency for conducting the recruitment process again, the Board may terminate the contract with selected agency and the Board shall not be liable to make any payment what so ever to the agency.</p> <p>5.2 The agency shall provide a bank guarantee equivalent to 10% of the estimated cost of the project.</p> <p>5.3 The agency shall enter into a Memorandum of Understanding with the Board detailing scope of work, service level agreements, penalties, financials and other terms and conditions.</p> <p>5.5 The computer systems shall be property of the Board and shall be handed over to the Board.</p> <p>5.6 The application data received from the web application developed by the agency shall be property of the Board and shall be handed over to the Board.</p> <p>5.7 All information, data, reports of any nature produced by, for, or as a result of, any of the services, and all copies of</p>	<p>process or whole recruitment process and can direct the agency to conduct that exam/process or the whole recruitment process again and for this no extra payment shall be made to the agency. If due to errors committed by the agency Board cancels the recruitment process and it is decided by the Board not to proceed with the same agency for conducting the recruitment process again, the Board may terminate the contract with selected agency after providing cure period of 30 says and the Board shall not be liable to make any payment what so ever to the agency.</p> <p>5.2 The agency shall provide a bank guarantee equivalent to 10% of the estimated cost of the exam.</p> <p>5.3 The agency shall enter into a Memorandum of Understanding with the Board detailing mutually agreed scope of work, service level agreements, penalties, financials and other terms and conditions.</p> <p>5.5 The computer systems shall be property of the Board and shall be handed over to the Board.</p> <p>5.6 The application data received from the web application developed by the agency shall be property of the Board and shall be handed over to the Board.</p> <p>5.7 All information, data, reports of any nature produced by,</p>	<p></p> <p>Not accepted</p> <p>Not accepted</p> <p>Your suggestions is not accepted</p>
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			<p>the foregoing, shall be the sole and exclusive property of the Board.</p> <p>5.8 Confidentiality of the process shall be paramount and any lapse shall invite huge penalties and legal actions. The selected agency shall not disclose the fact that it is working for the Board to third parties.</p> <p>5.9 Penalties shall be imposed in case of failure by the agency to deliver the services according to the agreed terms and conditions and time lines.</p> <p>5.17 Limitation of Liability towards the firm shall not exceed the contract value.</p>	<p>for, or as a result of, any of the services, and all copies of the foregoing, shall be the sole and exclusive property of the Board.</p> <p>5.8 Confidentiality of the process shall be paramount and any lapse shall invite huge penalties up to 10% of the exam value and legal actions. The selected agency shall not disclose the fact that it is working for the Board to third parties.</p> <p>The Govt. should also protect the confidential information shared by the Agency</p> <p>However, nothing in this clause shall prevent the receiving party from treating a confidential information as non-confidential, if such information is:</p> <ul style="list-style-type: none"> i) in the possession of, or was known to receiving party prior to its receipt, without an obligation to maintain its confidentiality; ii) or subsequently becomes generally known to the public without violation of this provision by the receiving party; iii) obtained by receiving party from a third party (i) who the receiving party does not know to have violated, or to have obtained such information in violation of any obligation to the disclosing party with respect to such information, (ii) who does not require the receiving party to refrain from disclosing such information and (iii) who has the right to disclose it, without the obligation to keep such 	<p>Point no.5.8,5.9 and 5.17 of the queries are not relevant at this stage of RFQ and will be decide at the time of MOU with the selected agency.</p>
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information confidential;
iv) independently developed by receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
v) required to be disclosed by the receiving party under the compulsion of law, or by order of any court or government or regulatory body to whose supervisory authority the receiving party is subject; provided that, in any such event, the receiving party shall give the disclosing party notice in writing as soon as practicable (which shall, subject to the applicable law, be prior written notice where possible and not later than 30 days after the disclosure) of any disclosure, and the receiving party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment.

The confidentiality shall survive for a period of 3 years after the termination or expiry of the Agreement.

5.9 Penalties shall be imposed in case of failure by the agency to deliver the services according to the agreed terms and conditions and time lines.

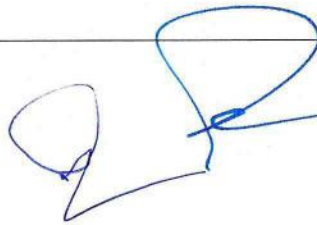
The overall Penalties under all provisions of the Contract shall not exceed 10% of exam value.

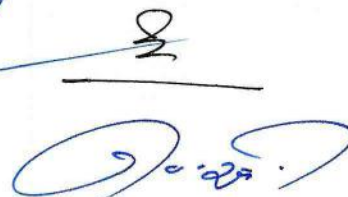
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Neither Party shall be liable to the other for







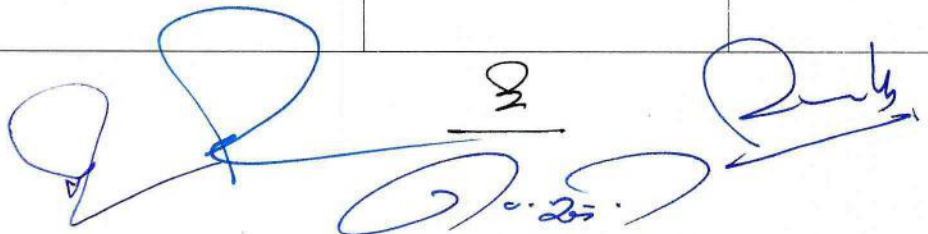




any special, indirect, incidental, consequential (including loss of goodwill, reputation, loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement or otherwise under any account whatsoever, shall not exceed the amount paid by AAA to the Bidder in the preceding 12 months immediately giving rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of bidder Application System;. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Customer to perform any of Customer's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Customer for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

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			<p>10- Agency and its subsidiaries must not be blacklisted or on work holiday by the Central Government/State Government. The firm or any of its director should neither be convicted by any Court of Law or blacklisted by any Government nor any criminal case should be pending against such Firm in any Court of Law.</p> <p>The agency will provide a self declaration certificate as following:-</p> <p>Certified that this company/Firm and its subsidiaries has never been blacklisted in last five years by any Govt./Public sector agency/Undertaking in India.</p> <p>The services of the company/firm and its subsidiaries have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.</p>	<p>10- Agency must not be blacklisted or on work holiday by the Central Government/State Government..</p> <p>The agency will provide a self declaration certificate as following:-</p> <p>Certified that to the best of our knowledge, the company has never been blacklisted in last five years by any Govt./Public sector agency/Undertaking in India.</p> <p>The services of the company/firm have not been discontinued by the client for unsatisfactory performance in connection with recruitment process of any Govt./Public sector agency/undertaking in last five years.</p>	
			<p>Number of candidates in column 3 are given only for the purpose of calculating financial Quote. Payment for activities 1,3,4 and 5 will be done on the basis of actual numbers of admit cards issued in each stage at the rate given in column 4. Payment of activities 2, and 6 will be done as per quoted amount for that activity.</p> <p>4.5 The rates quoted should be inclusive of all applicable taxes.</p> <p>1-The Firm shall be responsible for any fluctuation/changes of taxes in future.</p> <p>2-If taxes increase in future, it will be borne by the Agency. If taxes reduces, benefit of reduced taxes shall be passed to Govt.</p> <p>3-In case of calculation error given by the agency, any interpretation shall be in favour</p>	<p>Number of candidates in column 3 are given only for the purpose of calculating financial Quote. Payment for activities 1,3,4 ,5and 6 will be done on the basis of actual numbers of admit cards issued in each stage at the rate given in column 4. Payment of activities 2, and 6 will be done as per quoted amount for that activity.</p> <p>4.5 The rates quoted should be exclusive of all applicable taxes.</p> <p>1-The Govt. shall be responsible for any fluctuation/changes of taxes in future.</p> <p>2-If taxes increase in future, it will be borne by the Govt. If taxes reduces, benefit of reduced taxes</p>	

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of the Govt.

4.6 The rates quoted shall be valid for the entire duration of the process irrespective of the delay due to whatsoever reason.

4.11 Stages of Payment

4.12 All payments will be made through e-payment and will be released on receipt of bills as per invoice approved rates on successful completion of specific task to the satisfaction of Govt. of UP.

(a) Performance Bank guarantee of ten percent of total value of contract in favour of Additional Secretary Promotion, UPPRPB, Lucknow has been submitted by Service Provider the details of which are mentioned as below. Performance Bank Guarantee will be retained by the UPPRPB. till completion of work as per the agreed specification. The Performance Bank guarantee shall remain valid till 180 days of completion of all contractual obligations including warranty period, if any. The stamp duty on Performance Bank Guarantee shall be payable by the Service Provider as per Stamp Act. No interest will be paid on the amount of the Performance Bank Guarantee.

shall be passed to Govt.
3-In case of calculation error given by the agency, such calculation shall be corrected.

4.6 The rates quoted shall be valid for the entire duration of the process, however, if there is a delay from Govt, The Agency shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Govt. for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

All invoices and bills will become due for payment within thirty (30) days of presentation. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Agency also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by the Govt and any such withholding by the Agency shall not be treated as breach by it of the provisions of this Agreement. The gov. shall dispute an invoice within 10 days of receipt of an invoice else the invoice shall be deemed to have been received by the Govt.

4.11 Stages of Payment

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				<p>4.12 All payments will be made through e-payment and will be released on receipt of bills as per invoice approved rates on successful completion of specific task as per the agreed scope.</p> <p>(a) Performance Bank guarantee of ten percent of total value of contract in favour of Additional Secretary Promotion, UPPRPB, Lucknow has been submitted by Service Provider the details of which are mentioned as below. Performance Bank Guarantee will be retained by the UPPRPB. till completion of work as per the agreed specification. The Performance Bank guarantee shall remain valid till 180 days of completion of all contractual obligations including warranty period, if any. The stamp duty on Performance Bank Guarantee shall be payable by the Service Provider as per Stamp Act. No interest will be paid on the amount of the Performance Bank Guarantee.</p>	
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All the below mentioned requests are not relevant at this stage of RFQ and will be decided at the time of MOU with the selected agency.

TCS REQUESTS

We request the following points to be included in the agreement

Permitted Use of Services:UPPRPB's use of Successful Bidder Applications System shall always be subject to the **Use Terms** . In case the Successful Bidder Application System includes a third party software, and where such third party licensor requires UPPRPB to sign a license agreement, the UPPRPB agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.

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Obligations of UPPRPB:

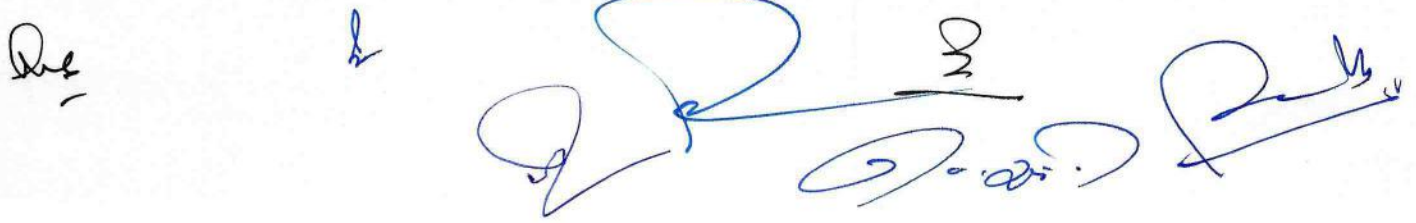
UPPRPB shall ensure that the requisite computing environment, is set up and maintained to enable its authorized users to access the Services Environment. UPPRPB undertakes to comply with all the access authorization and access controls for the UPPRPB's access to the Services Environment as may be prescribed by Successful Bidder. UPPRPB shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by Successful Bidder. UPPRPB acknowledges that the Services offered by Successful Bidder under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for UPPRPB's own data processing and business use only and agrees that the UPPRPB shall not, in any way, commercially exploit the Services otherwise. UPPRPB shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. The UPPRPB shall notify Successful Bidder immediately of any unauthorized use of the Services or Services Environment. UPPRPB undertakes that all UPPRPB Data will not infringe the intellectual property rights of any third party.

Processing Norms

UPPRPB and Successful Bidder acknowledge and agree that the provision of Services under this Agreement may require Successful Bidder to interact with the UPPRPBs and suppliers of UPPRPB relating to the Services as special agent for and on behalf of the UPPRPB and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by UPPRPB and agreed by the Parties. Successful Bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and Successful Bidder shall incur no liability for claims, loss or damages arising as a result of Successful Bidder's compliance with the Processing Norms. UPPRPB agrees to indemnify, defend and hold Successful Bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from Successful Bidder' compliance with Processing Norms. Further, UPPRPB shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. UPPRPB shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of Successful Bidder.

Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise

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agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement.

TATA Code Of Conduct: The activities of all TCS employees are governed by the Tata Code of Conduct, a copy of which is available at link <http://www.tata.com/aboutus/articles/inside.aspx?artid=NyGNnLHkaAc=> UPPRPB agrees to make good faith efforts to notify TCS designated executives of any breach of the Tata Code of Conduct by any TCS personnel relating to this Agreement. TCS in turn, undertakes that it will maintain confidentiality of all communication received.

Change Management Procedure

A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the BUYER to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the BUYER for its approval within a reasonable time period. Bidder will incorporate the change after receiving the BUYER's written approval. In case of delay in approval by the BUYER, the baseline itself may undergo a change; this will mean a reassessment of the charges.

Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the BUYER. These will be evaluated jointly by the BUYER and Bidder and will be provided by the BUYER at no cost to Bidder.

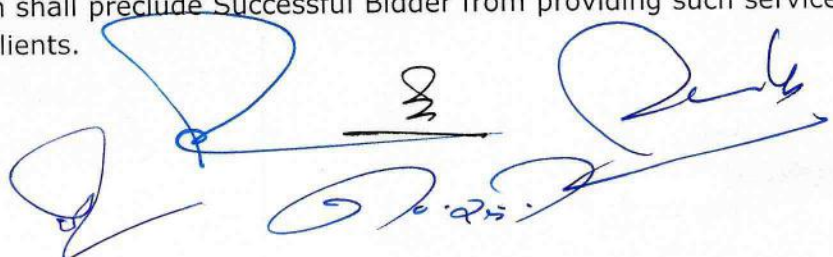
Non-employment

The BUYER will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.

Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by Successful Bidder in the provision of the Services shall exclusively belong to Successful Bidder or its licensors ("Successful Bidder Proprietary Material"). Any and all

Intellectual Property Rights with respect to the Services and the Successful Bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to Successful Bidder or its licensors and the UPPRPB shall not be entitled to claim any rights therein. All rights, title and interests in the UPPRPB Data shall always remain with UPPRPB. However, Successful Bidder shall have the right and license to use the UPPRPB Data for R&D and product enhancement purposes. UPPRPB agrees that Successful Bidder shall have the right to list UPPRPB name in its marketing material and use UPPRPB logo with respect to such listing and for reference purposes. The UPPRPB acknowledges that the provision of the Services hereunder by Successful Bidder shall be on a non-exclusive basis and Successful Bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Successful Bidder from providing such services or performing such obligations to its other clients.



Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as fire, flood, earthquake, elements of nature or acts of God, acts of state, strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a "Force Majeure Event"). The affected Party will immediately notify the other by reasonable detail of the Force Majeure Event. In such case, the time for performance shall be extended for the period during which the delay happened due to Force Majeure Event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability. However, UPPRPB shall make the payment for all the services provided by bidder to it till the date of termination.

Term and Termination

Term: The term of this Agreement shall commence on the Effective Date and continue for Contract Term unless terminated earlier in accordance with the provisions herein.

Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings. In case of termination, UPPRPB shall make payment for all the services rendered to it till the date of termination.

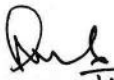
Additional Support and Services


In case the BUYER requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.


Travel and Related Expenses

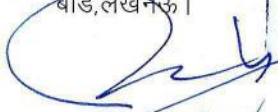
Should the assignment require any travel by any Bidder expert outside their respective base location(s), the BUYER will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.


Note/Important Instructions:- The Agency will be responsible for verification of fingerprint at the time of reporting of candidates in the Training Centre



11.8.20
(हफीजुर रहमान)
अनुसचिव भर्ती/अ०पु० अधीक्षक
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


11.8.20
(ओंकार सिंह),
अंश कालिक सदस्य,
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।


11/8/2020
(रश्मि रानी)
अनुसचिव भर्ती/प्रभारी पुलिस अधीक्षक
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।



(आरके० चतुर्वेदी)
अंश कालिक सदस्य,
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।



(सुरेश्वर)
पुलिस अधीक्षक भर्ती
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।
शिवेश कुमार पाण्डेय,
वित्त नियंत्रक,
उ०प्र० पुलिस भर्ती एवं प्रोन्नति
बोर्ड, लखनऊ।



11.8.20
(विजय भूषण),
अपर सचिव भर्ती/पुलिस महानिरीक्षक,
उ०प्र० पुलिस भर्ती एवं प्रोन्नति, बोर्ड,
लखनऊ।

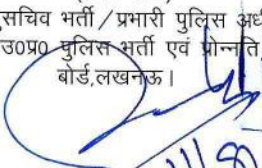
S. No	Page No	Point No	Clause	Queries/Relaxation Required	
			Own Primary & Secondary Data centres, both are Tier-3	Both DC and DR should be in different seismic zone besides being certified for ISO 9001, 27000, 20000 and Tier 3	Not accepted
9		CMMi Certification	CMMi Quality certifications for online recruitment/examination division of the agency	Request exemption of CMMi for services as it is relevant for outsourced software development. It's not relevant for organization like ours	Not accepted
			CMMi Level-5 Development	CMMi Level-3 Development	Not accepted
			CMMi Level-5 Development+ CMMi Level-5 Services	CMMi Level-5 Development	Not accepted
				CMMi Level-5 Development+ STQC Certificate	Not accepted
10		Manpower	Dedicated manpower on rolls deployed in recruitment/examination process	Dedicated manpower deployed in recruitment/examination process	Not accepted
			500 to 750	500 to 750	Not accepted
			751 to 1000	751 to 1000	Not accepted
			Above 1000	Above 1000	Not accepted

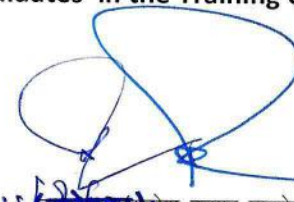
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अंश कालिक सदस्य,
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बोर्ड, लखनऊ।


11/8/2020
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11/8/20
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11/8/20
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लखनऊ।