

Tender Document
For
Conduct of Computer Based Tests



NATIONAL BOARD OF EXAMINATIONS

NAMS BUILDING, ANSARI NAGAR

NEW DELHI - 110029 (India)

www.natboard.edu.in

Cost: Rs 2500/-



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Disclaimer

This Tender is not an offer by the National Board of Examinations, but an invitation to receive offers from vendors.

No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the National Board of Examinations with the vendor.



1. About NBE

The National Board of Examinations (NBE) is an autonomous body of Ministry of Health and Family Welfare (MOHFW), Govt. of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine.

All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBE.

Additionally, the NBE conducts its Flagship programme, a three year Post Graduation level course called the Diplomate of National Board (DNB) in 55 Medical Specialties and offers around 6850 PG seats each year.

A two year Fellowship of National Board (FNB) Course, in 19 Medical Sub-Specialties is also conducted by the NBE. Around 319 FNB seats are offered annually. Both the DNB and FNB courses are conducted in about 514 NBE's Accredited Institutions / Hospitals of the public and private sector, located all over the country.

2. Overview of Computer Based Tests (CBTs) conducted by NBE:

In addition to the offline examinations for our DNB and FNB courses held twice a year, the following Computer Based Tests (using Intranet / LAN, on a pan India basis), are being conducted by the National Board of Examinations:

Sr. No.	Name of Exam.	Mode/ Type/ No. of Questions/ Duration of Exam *	Frequency of exam.	Approximate Number of candidates in last exam.
1.	NEET-SS (for admission to DM/MCh courses)	Online; MCQ based; 200 questions: 2½ hrs.	Once in a year, in June	14,000
2.	NEET-PG (for admission to MD/MS/PG Diploma seats)	Online; MCQ based; 300 questions: 3½ hrs.	Once in a year, in Dec. / Jan.	1,34,000
3.	NEET-MDS (for admission to MDS courses)	Online; MCQ based; 240 questions: 3 hrs.	Once in a year, in Dec. / Jan.	24,000
4.	FMGE (Screening Test)	Online; MCQ based; 300 questions: 5 hrs.	Twice a year, in June & Dec. / Jan.	15,000
5.	DNB CET (for admission to DNB Broad specialty courses)	Online; MCQ based; 300 questions: 3½ hrs.	Once in a year, in June	25,000
6.	DNB CET (SS) (for admission to DNB Super specialty courses)	Online; MCQ based; 200 questions: 3 hrs.	Once in a year, in Dec. / Jan.	5,200
7.	DNB PDCET (for admission to DNB Post Diploma courses)	Online; MCQ based; 300 questions: 3½ hrs.	Twice in a year, in June & Dec./ Jan.	4,000

* Number of CBTs, questions and duration of exams may vary as per the decisions of NBE.

3. Purpose of this Document

This Tender document establishes the fundamental requirements for **Conduct of Computer Based Tests for the NBE, New Delhi**, for entering into a contractual relationship with a qualified respondent entity which is willing and able to meet the expectations of NBE.



4. Bidding process

a) Time lines:

Name of Work	Conduct of Computer Based Tests
Last date and address for submission of sealed bids	Wednesday, the 28th March, 2018 (12 noon) National Board of Examinations, NAMS Building, Ansari Nagar, New Delhi-110029
Earnest Money Deposit	Rs. 50,00,000/- (Rupees Fifty Lakhs)
Date of opening of Technical Bids	Wednesday, the 28th March, 2018 (3.30 pm)
Date of opening of Financial Bids, of eligible and technically compliant bidders	Friday, the 06th April, 2018 (3.30 pm) (tentative, subject to change)

b) Eligibility Criteria /Pre requisites

- i). The agency/firm (bidder) should be a body registered for more than 5 years, operating in India for more than 3 years, having branch office in Delhi NCR.;
- ii). Should have been Registered with appropriate Tax authorities like Income Tax and GST;
- iii). The Bidder must have its own CERT-In certified Datacenter located in India. Datacenter should be a Tier III and above;
- iv). The agency must use 256 bit encryption;
- v). The agency must have authorized and globally accepted software certifications i.e. ISO-27001, ISO 9001 and SEI CMMi Level 5 for the Software and Services.
- vi). Bidder should be an OEM and should own the complete source code of the software being used for conducting the CBT, Copyrights of the source codes and its components.
- vii). The Bidder has not been blacklisted by the Central / State Govt. departments / undertakings;
- viii). Bidder should not have incurred any loss during the last preceding 3 years;
- ix). The Annual Turnover of the CBTs Unit / Division of the Bidder, from the Conduct of CBTs, (in India) during last preceding 3 years should be 10 Crores or more on incremental basis in each year over the last three years. Copies of Company balance sheet, certified by the chartered accountant to be submitted.; (Parent Company / Group's turnover shall not be considered);
- x). Bidder should have successfully conducted CBTs, in a single day in a single session, on all India basis in 100 or more cities covering at least 20 states. (Documentary evidence in form of work order and performance report must be enclosed on client letter head).
- xi). The agency must have successfully conducted computer based exams, in a single day in a single session, on pan India basis for at least 1.5 lakh candidates, once in the last 3 preceding years.
- xii). Bidder should have capabilities of Video Surveillance of CBTs;

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- xiii). Should be capable of providing Post Examination Analytic Reports;
 - xiv). The bidder should have at least 500 or more technical employees employed in-house on regular basis (in India) for conduct of exam, development of software, maintenance of software, networking and data security, the proof of ESI/PF registration etc. shall be submitted.

c) General Information and Instruction to the Bidders:

Submission of offers

The Vendor shall submit their proposals in two parts i.e. as Technical Bid & Financial Bid, as mentioned below:

- i). The tender is a "Two Bid" document. The **technical Bid** should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The **financial Bid** should contain only price Bid Form - IX. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- ii). All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "**Not Applicable**". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- iii). The Tenders should be typewritten. There should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. **The name and signature of bidder's authorized person should be recorded on each page of the application.** All pages of the tender document **shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**

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- iv). Bidders must keep their offer open for a minimum period of 120 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period may be extended further, if required, by mutual agreement from time to time.
- v). Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The NBE may also independently seek information regarding the performance from the clients.
- vi). The bidder is advised to attach any additional information, which he/she thinks is necessary in regard to his/her capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He/She is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the NBE calls for it.
- vii). **Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, NBE reserves the right to reject such a tender at any stage and appropriate administrative action would be taken by NBE.**
- viii). All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- ix). Even though agency may satisfy the qualifying criteria, it is liable to disqualification if it has record of poor performance or not able to understand the scope of work etc.
- x). Prospective bidders may seek clarification regarding the project and/ or the requirements for pre-qualification through fax 011-45593009, or through email (admin1@natboard.edu.in) from NBE, till **Wednesday, the 28th March, 2018 – 12 noon.**

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- xi). The tender document has to be downloaded from NBE's web site (www.natboard.edu.in) and be submitted along with a **fee of Rs. 2,500/- (non refundable)** in form of demand draft in favour of **National Board of Examinations payable at New Delhi**. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. The Technical and Financial bids should be kept separately in sealed envelopes and both of these envelopes should be kept in one envelope, superscribing "**Tender for Conduct of Computer Based Tests**" so as to reach the **Honorary Executive Director, National Board of Examinations, NAMS Building, Ansari Nagar, New Delhi – 110029, by Wednesday, the 28th March, 2018 (up to 12.00 Noon)**. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in clause (4.a) in presence of bidders who may like to be present.
- xii). Offers sent by post should be sent by Registered Post with date/ Postmark so as to reach us before closing date i.e. by **Wednesday, 28th March, 2018 (up to 12.00 Noon)** with acknowledgement due.
- xiii). Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent to any other office of NBE. Such offers will not be valid quotations. Offers not submitted in the standard formats given in the tender document will be summarily rejected.
- xiv). The payment shall be in Indian Rupees and shall be paid only after successful completion of work without error and delays. No advance payment shall be made and the successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over- run etc.. In case the bidder fails to execute the contract, the NBE shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- xv). Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of such, their bid (s) is/are liable to be rejected. Bidding through consortium is not allowed.

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- xvi). NBE reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the NBE shall be final. The work can be awarded to one or more agencies if need arises.
 - xvii). Initially the contract will be for three years extendable for another one year at the discretion of competent authority.
 - xviii). The contract can be terminated at any point of time, in case of unsatisfactory service. Separate Agreement shall be executed in this regard on finalization of tender with successful bidder.

5. Price Quotation

- a) The bidder shall indicate the prices/rates as specified in the quotation format.
- b) The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the NBE, New Delhi.
- c) All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- d) In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e) The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

6. Security Deposit/EMD

- a) The bidder should enclose **EMD of Rs. 50,00,000/- (Rupees Fifty Lakhs only)** in the form of Demand Draft drawn in favour of National Board of Examinations and payable at New Delhi, with the Technical proposal/bid.
- b) The tenders without EMD (except those having exemption from depositing EMD) shall be summarily rejected.
- c) The successful bidder shall be required to deposit Performance Bank Guarantee equivalent to 10% of annual contract value to NBE before release of his EMD.
- d) Earnest money will be returned to unsuccessful bidders without interest after award of contract or setting aside the tender, as the case may be. However, the Earnest money of successful bidder will be returned after submitting the performance guarantee.
- e) Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

7. Acceptance of offer

NBE reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.

8. Evaluation Process

- a) Detailed technical evaluation shall be carried out by Technical Evaluation Committee pursuant to Technical prerequisite /criteria and other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility terms and conditions (mandatory as well as preferable/optional) of the tender without any material deviation.
- b) Each proposal would be evaluated against the 70-30 criteria on the parameters mentioned below. This means 70% weightage will be given to Technical proposal and 30% to financial proposal.

- i). Technical Proposal Evaluation:

As a first step, the Technical proposal submitted by each organization would be assessed against the following 12 technical eligibility criteria set by the Tender evaluation committee of NBE :

- a) ISO-27001, ISO 9001:2008 or higher certifications;
- b) Ownership of Cert-in Tier 3 or higher certification Data Centre located in India;
- c) Bidder should be an OEM and should own the complete source code of the software being used for conducting the CBT, Copyrights of the source codes and its components.
- d) Bidder should have authorized and globally accepted software certification CMMi level 5.
- e) Bid is on "End to End outsourced basis" or not;
- f) Adequate no. of Technical & Admin. manpower;
- g) Capabilities of providing Video Surveillance;
- h) Capabilities of providing Post Examination Analytic Reports;
- i) Quality of Emergency Management Plan;
- j) Entire solutions support centre on 24x7x365 basis;
- k) Quality of Presentation;
- l) Quality of Demonstration;

ii). Financial Proposal Evaluation:

In the next step, the financial proposals would be assessed against the following 18 mandatory eligibility criteria set by the Tender evaluation committee of NBE :

- a) Payment of Cost of Tender;
- b) Submission of Earnest Money Deposit;
- c) Tender submitted in two bid system;
- d) Tender submitted with Forms I to VIII duly filled;
- e) Offer open for a minimum period of 120 days;
- f) Bidder registered for more than 5 years, operating in India for more than 3 years, having branch office in Delhi NCR.;
- g) Bidder should not have incurred any loss during the last preceding 3 years;
- h) Registered with appropriate Tax authorities;
- i) Annual Turnover of the Bidder's CBTs Unit / Division, exclusively from Conduct of CBTs, (in India) during last preceding three years should be 10 Crores or more; (Parent Company / Group's turnover shall not be considered);
- j) Submission of Affidavit that, the Bidder has not been blacklisted by the Central / State Govt. departments / undertakings;
- k) Submission of Affidavit that, the Bidder is not providing identical services of conduct of CBTs to Central / State Govt. department / undertakings, at rates quoted in Financial Bid;
- l) Name and Signature of bidders on each page of the Bid;
- m) Submission of Certificates/References/ Info. etc., of respective clients, duly signed;
- n) Participation of Bidder in self bidding or multiple bidding.
- o) Successful conduct of CBTs, in a single day in a single session, on all India basis in 100 or more cities covering at least 20 states.

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- p) Successful conduct of computer based exams, in a single day in a single session, on pan India basis for at least 1.5 lakh candidates, once in the last 3 preceding years.
- q) The bidder should have at least 500 or more technical employees employed in-house on regular basis (in India) for conduct of exam, development of software, maintenance of software, networking and data security, the proof of ESI/PF registration etc. shall be submitted.
- c) The Technical Evaluation Committee may invite eligible and technically compliant bidders for demonstration/ presentation for about 30 minutes, to facilitate and assess their understanding of the scope of work and its execution.
- d) Date, time and venue for the said demonstration/ presentation shall be intimated in due course.
- e) Financial bids of only those eligible and technically compliant bidders shall be opened **at 3.30 pm of Friday, the 06th April, 2018.**

9. Deliverables

The agency will be responsible to successfully execute and monitor the following main categories of deliverables as mentioned using technically qualified manpower & robust IT infrastructure.

10. IT Competencies:

a) For online submission of application forms

- i). The online application form for registration should be hosted on Fully Managed Web Server(s) and maintained by the service provider itself. All the system administration services also should be handled by the bidder itself.
- ii). The Service Provider should provide 24x7x365 days uninterrupted service and should ensure that back up is taken on a daily basis; they should have automated scripts for this task. The data backup taken should be easily retrievable as and when needed. They have also ensured that the website should map to dedicated Disaster Recovery System / Server(s) at offsite.
- iii). The Service Provider should also ensure timely deployment of all latest update / upgrades of patches / versions / releases for all software / system software released by the developers.
- iv). The Hosting service provider should take care of all the activities of mapping the domain names as per the requirements of NBE.
- v). The Service Provider should provide all necessary support with regard to the installation and maintenance of active email services as required for NBE. The service provider has to provide the website integrated applications for mass e-mailing and bulk SMSs including customized SMSs, up to 10 SMSs per candidate.

b) Website maintenance and support

- i). The service provide should be required to present several designs of templates for online application out of which some templates will be selected by NBE with/ without suggestions for changes which the service provider will have to incorporate.
- ii). The service provider should incorporate data validation and different types of prompting, highlighting, instructions, guidelines etc. while filling the application by the candidate.
- iii). The Service Provider has to ensure that the Uptime for the application availability is at least 99.5% and 99.99% for the systems availability. Any issues with the application registration should be dealt without any delay.
- iv). Technical Queries/Grievances handling – the issues related to the online submission raised by the candidates should be incorporated in website immediately, after obtaining the approval of NBE.
- v). The technical changes in the website/form should be done only after consultation/approval from the competent authority of the NBE.
- vi). The service provider should ensure that the application is compatible to all the popular operating systems and web browsers in all respects including Mobile browsers.
- vii). The service providers has to ensure the designing and structuring of database is in such a way that the information collected shall meet all the requirements of NBE in future without any data loss.
- viii). The system developer has to provide a user demo on the application website to the guide the candidate how to fill the application form.

c) IT Security

- i). The service provider should ensure various levels of securities against the vulnerabilities, such as Physical Level (Authorization, Authentication, CCTV, Biometric access etc), Logical Level (Firewalls, Intrusion Detection, Anti-virus, etc) and Data Level (Encryption, Recovery etc.). It is also ensure that the online application for registration should have Comprehensive security solution to avoid hacking, phishing, and any other data/application threats.

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- ii). The service provider should ensure the load balancing and also implement WAF (Web Application Firewall) and DDoS prevention solution. They should have an arrangement to stop/protect DDoS attacks.
 - iii). The service provider must ensure that the online application form for registration developed by them comply with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/> and that the website(s) / web portal(s) / application(s) are security audited by a CERT-IN empanelled agency.
- d) **IT Support for online payment of fee.**
- The new web portal is to be designed, developed and integrated with a secured payment gateway. This Integration of online payment gateway services must accept credit and debit cards (Rupay, Visa, Master and Maestro) and internet banking of major public/ private banks. The service provider is to ensure that the system provided can generate receipts /acknowledgements and also will provide an automated reconciliation and payment/ receipt reports.
- e) **Certifications**
- i). The web portal developed should run on secured https certification. The developer shall be responsible for any kind of security threat and data loss.
 - ii). The web portal developer must ensure that the development and maintenance of the web portal must be undertaken in purview of Cyber laws of Govt. of India.
 - iii). The web portal developer must ensure that Websites / Web Portal(s) comply with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/> and that the website(s) / web portal(s) / application(s) are security audited by a CERT-IN empanelled agency.
 - iv). The service provider has to ensure that the website is SSL/SSA certified.

11. SCOPE OF WORK

Scope of work related to the conduct of NBE's Computer's Based Tests (CBTs) is divided into two operations:

- a) Pre Examination Work;
 - b) Conduct of CBTs;
 - c) Post Examination work;
- a) **PRE EXAMINATION WORK:**
Preparation and issue of all information bulletins, notices etc. for all MCQ examinations as mentioned herein above and as per requirement.
- i) Development, Testing and Deployment of e-application form compatible with all popular browsers including Mobile browsers.
 - ii) Candidate registration and submission of online application form:
 - iii) Development & maintenance of website for candidate registration and submission of online application form as per requirements of the NBE including portal design, development and maintenance. Every exam will have a separate application form.
 - iv) Managing online (24x7) candidate registration and login for online application submission with data fields & menu options as specified by NBE, processing of Online Application Form with validation of candidates email and mobile number, registration login profiles for candidates and passwords, uploading of candidate photograph, documents and signature, screening and consolidation of candidate data using secure database management systems & protocols.
 - v) Integration with convenient online payment gateway, payment reconciliation and processing for refund of fee for multiple/failed payments wherever required.
 - vi) Application receipt status information, handling of duplicate candidates/blocked candidates as per requirements of NBE, generation of reports, online display application status with facility for Downloading/Printing of registration statuses/Admit Cards, online dispatch of admit cards(as per approved format) to eligible candidates in their registered email ids

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- vii) Provide facility to edit online his/her registration details (with certain exceptions as mutually agreed) after submission of online registration by candidates up to pre-specified date using login profile and password.
 - viii) Checking of photos/signature/thumb impression etc. of each registered candidate and editing of images.
 - ix) Validation of the application forms according to the eligibility criteria and corrections.
 - x) Data validation and its purifications as per requirements of NBE
 - xi) Formatting of Data for examination.
 - xii) Report generations such as Issue of Registration Slip, Online Admit Card, Rejection letter, Rank Letter, Publication of result (Dynamic & Static both), Sending email & SMS as per requirement, Printing of various reports, Registration Slips, coloured Attendance sheets, Admit Cards etc., Use of barcodes/ QR Codes in various documents/reports etc. as needed.
 - xiii) Technical Queries/Grievances handling through phone and e-mail.
 - xiv) Provision to send individual common or customized messages through email and or SMS to the candidates (either individual /group/s) as required by NBE.
 - xv) Adequate candidate care and support for query handling from the start of registration till the declaration of result. A 10 seated contact centre is to be maintained for handling queries received during the online submission of application form and till the declaration of result.
 - xvi) Complete Security Management Processes (Physical and Technical for all examination, servers, Desktops, LAN etc). Strong cyber security system to monitor any attempt using malwares / software applications to gain unauthorized / remote access to any server or terminal used for online portal and to ensure that there no leakage of any data at any stage.
 - xvii) Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used during the online submission of application form.

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- xviii) Other related processes involved for online registration through web portal as required by NBE.
 - xix) To prepare and provide documentary manuals of all processes, for safe and secure online registration to be followed along with rules for contingency and exception handling/ emergency procedures.
 - xx) To provide specifications for Hardware and Software required at all stages of online registration and for Devices and systems to be used for authentication and audit trail mechanisms required for NBE exams. The bidders should ensure that only genuine, legitimate and authorized software is used in all the systems used for these pre examinations activities.
 - xxi) To provide consultancy, training and manpower support to NBE for all activities related to online submission of application form and related activities.
 - xxii) To provide training/ manpower for generation and handing over of encrypted confidential data that will be used for test delivery across various Centres. Hand over to NBE, complete data, images, Registration Slips in PDF of all applicants and complete backup of website/web applications developed for NBE on demand, in appropriate media.
 - xxiii) To print reports and coloured attendance sheets as per requirement of NBE. The stationery in this regard shall be arranged by the concerned agency.
 - xxiv) Upload Admit cards and any other information as per the requirement of NBE.
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- xxv) Designing the Computer based examination plan and examination process under consultation with NBE for :
 - a) Selection of secure and sanitized Examination Centers / Test City in all States covering all States capitals. The agency should have a proven track record of conducting exams in a single session in over hundred cities in one go.

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- b) Complete Security Management Processes (Physical and Technical for all examination centers, servers, Desktops, LAN etc)
 - c) Strong cyber security system to monitor any attempt using malwares / software applications to gain unauthorized / remote access to any server or terminal used for CBT.
 - d) Candidate handling & identification process at Examination Centre.
 - e) Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used at Examination Centres.
 - f) Other related processes involved for conducting examinations on CBT mode as required by NBE.
- xxvi) To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
 - xxvii) To provide specifications for Hardware and Software required at all stages of exam at Examination Centres and for Devices and systems to be used for authentication and audit trail mechanisms required for NBE exams. The bidders should ensure that only genuine, legitimate and authorized software is used in all the systems used for these examinations.
 - xxviii) To provide consultancy, training and manpower support to handle the entire NBE Computer based exams project team at NBE. The required Hardware, Software, networking shall be installed by agency at NBE, New Delhi.
 - xxix) To provide and setup secured software for Authoring and Complete Examination Management Process at NBE, New Delhi which can be customized as per requirement of NBE.
 - xxx) To provide training/ manpower for generation and handing over of encrypted confidential data that will be used for test delivery across various centres.
 - xxxii) To provide CBT delivery software as per requirement of NBE.

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- xxxii) To identify required secure Test Centres in various cities as per requirement of NBE after receiving intimation regarding city locations and approximate number of candidates and provide details in writing within a month along with details of the facilities offered at each of centre. The location of examination centres/venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. Centres must be accessible by differently-abled candidates.
- xxxiii) To arrange video surveillance for the entire exam at the exam center:
- a) Continuous and adequate CCTV monitoring of the entire registration process of all candidates at the exam center;
 - b) CCTV surveillance of entry & exit points, lobbies and stairways;
 - c) Continuous, fixed & adequate CCTV covering all the candidates during the examination. The CCTV recordings should be reasonably of good quality and view(s) that peeping and other unfair activities by any candidate or site staff inside the exam hall should be clearly visible.
 - d) Provide CCTV recordings of specific candidates whenever required.
- xxxiv) While providing computers and relevant software with necessary security systems, the bidder shall keep in view the requirements of PWD candidates.
- xxxv) Each exam centre should have 10% systems as buffer.
- xxxvi) At each examination centre there should be sufficient no. of additional switches that can be used at the time of emergency.
- xxxvii) To ensure that Test Centre has the required suitable Hardware, Software, Internet and LAN connectivity for Conduct of Computer based test of NBE.
- xxxviii) To ensure 3 tier electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for at least 4 hours at each Test Centre.

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- xxxix) Minimum one centre at each city should be PWD friendly.
- xi) To ensure that sufficient no. of Air conditioners should be available in the examination lab and they should be working properly during the examination.
 - xli) To carry out pre-examination audit of Test Centres for :-
 - a) Hardware - Processor Speed, RAM, Network and internet connectivity, Key Boards etc;
 - b) Software - Operating System, Screen resolution, bandwidth for internet and LAN connectivity, Browser compatibility.
 - c) Working conditions of UPS and Generator.
 - xlii) To ensure availability of bottled water and separate clean toilet facilities for both Ladies and Gents, at each floor of examination centre.
 - xlili) To ensure availability of proper security, frisking at the examination centres.
 - xliv) To provide facility of mock test for candidates through website and any support required in this regard is to be provided through call centre. Providing Toll free number will be advantageous for technical consideration.
 - xlvi) To ensure the functioning of Computer based Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers including buffer computers to be used on examination day shall be logged in through dummy roll numbers and report shall be submitted to NBE.
 - xlvi) To provide Hardware and Software required to set up Command Center at NBE or mutually agreeable place for Monitoring, Administration and Control of all activities at all stages during conduct of exam.

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- xlvi) To ensure biometric capture of candidate after each bio-break taken during examination.
 - xlvi) The various blocks of Exam centre to be used for examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries. The backup server should be properly configured to ensure the redundancy in case the primary server fails.
 - xli) The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
 - i) Any other related or incidental task. decided by NBE on the basis of requirement of the individual examination.
 - ii) To ensure that any data obtained during the examination process is not shared/leaked to any 3rd party / unauthorized person / agency at any stage of the examination process or thereafter.

b) **CONDUCT OF ONLINE EXAMINATIONS**

- i). Minimum manpower deployment at each examination centre must be as per the following requirement. Each Exam Centre of capacity of 200 + 10 % buffer should have the minimum following personnel's to be deployed by the agency:

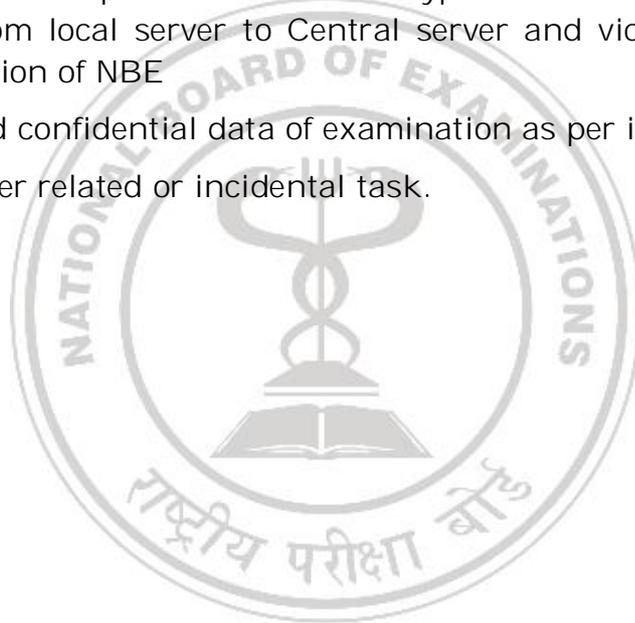
a)	Test Centre Administrator	1 (One for each centre)
b)	IT Manager	1 for each 200 candidates
c)	Invigilators	02 per 24 candidates
d)	Support Staff	02 per 100 candidates
e)	Security Guards	02 per 100 candidates
f)	Electrician	01 (One for each centre)
g)	Peons /Waterman	02 per 100 candidates

Note: Above staff should be increased proportionately on the basis of candidates allotted to that centre.

- ii). The Conduct of examination would be multidisciplinary / multiple subject as per scheme of examination. Henceforth, the test delivery system should be able to handle this aspect of multidisciplinary / multiple subjects very well.
- iii). To host the exam and manage the test delivery process through intranet based solution at Examination Centres, the computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- iv). To securely transmit, download, install and implement confidential data received from NBE using standard encryption and security protocol. The question paper installation and implementation shall be as per requirement and instruction of NBE and executed in real time situation.
- v). To arrange frisking of candidates at examination centre including use of hand held metal detectors, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of NBE.

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- vi). To provide Hardware and Software required for Biometric capture/verification of all candidates at the time of registration.
 - vii). To complete registration process of the candidates before start of examination with capturing digital photo, bio-metric finger print, digital signatures etc and after that allow candidates to appear for test at Examination Centres.
 - viii). To arrange provision for collection of physical thumb impression (using non-staining inkpad) and signature on physical attendance sheets. (to be arranged by the vendor).
 - ix). To arrange/provide adequate displays/signages and required instructions/ information to the candidates appearing for test at Examination Centers.
 - x). To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit ability of the assessment process.
 - xi). To obtain candidate's feedback through Feed Back Form, after examination is over.
 - xii). To arrange Video Surveillance at all examination centres as mentioned above. Video Surveillance with recordings have to be submitted after completion of exam in suitable format in Hard Disk Drive after appropriate mapping of each candidate.
 - xiii). The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
 - xiv). To devise and setup system for monitoring and supervision of Examination Centre activities (Centre level/ Candidate's level) at designated office/Control Room set up by NBE for these examinations.
 - xv). To provide blank paper sheet/s to the candidates as per requirement.
 - xvi). Contingency plan for Candidate management/Shifting in case of any emergency.

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- xvii). Candidate responses to question paper should be sent back to the central Server (Datacenter) from the server of an exam centre within half an hour from the conclusion of examination.
 - xviii). To transfer/export the data in encrypted format including raw score data from local server to Central server and vice versa as per the instruction of NBE
 - xix). To send confidential data of examination as per instruction of NBE
 - xx). Any other related or incidental task.



c) **POST EXAMINATION WORK**

- i). To perform statistical analysis of examination to identify any questions with doubtful technical parameters and flag these items for review.
- ii). To calculate scores/ percentile obtained by each candidate as per requirement of NBE after NBE provides with the key of the questions used.
- iii). To carry out other works related to post processing of responses & other confidential data and providing data as required by NBE.
- iv). To collect and consolidate all types of data generated during examination (including log files of servers used) and have to preserve at least for a period of 3 years in multiple geographical locations.
- v). To provide Hardware and Software required for Biometric verification of all candidates at the time of counseling/admission.
- vi). Upload Results and other relevant information as per the requirement of NBE.
- vii). To provide Post Examination Analytics Report in the following manner:
 - a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) as required in some examinations of NBE
 - b) Student performance Analysis;
 - c) Analyze audit logs and provide summary of audit logs like number of clicks, time log, MAP, IP address etc.
 - d) To provide forensic analysis report regarding proxy candidates, unfair means report etc.
 - e) Any other reports by analyzing the data stored, whenever required by NBE.

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- viii). To provide documented inputs and support for handling:
- a) Candidates queries;
 - b) Press interaction;
 - c) RTI queries;
 - d) Court Cases;
- ix). To provide technical support and manpower to set up Biometric Kiosks for Biometric Verification on pan India basis as per requirement of NBE/Counseling Authorities.

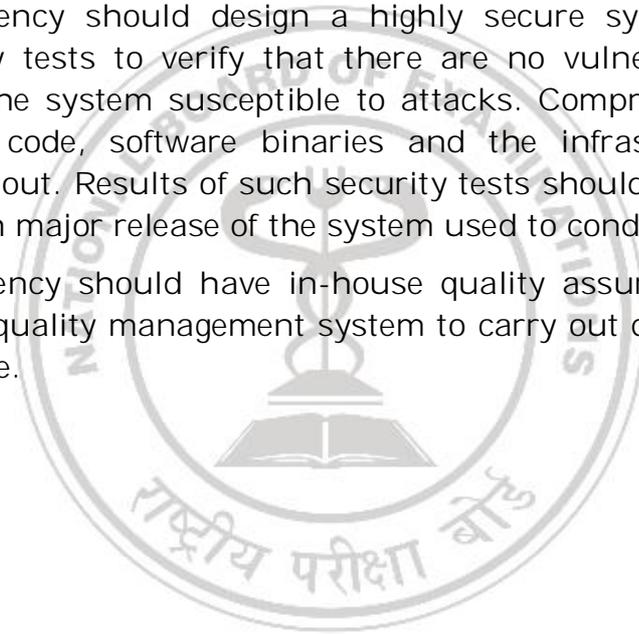
Note: The agency shall have to carry/ demonstrate complete System Test Run (STR) with test data to NBE before implementation. The agency should also be able to demonstrate click by click audit trail for any type of enquiry.

12. Exam Security

The Bidder should ensure that the following security measures are in place for all Computer Based Tests:

- i). Robust and sanitized IT infrastructure having strong cyber security.
- ii). IT in-charge and administrative in-charge at each centre should be a regular employee of the agency and should be on their pay rolls.
- iii). Continuous CCTV surveillance as stated above. The CCTV footage of each centre is to be provided to NBE in external hard disk drives which shall be procured by agency itself.
- iv). Biometric capture and verification for 100% candidates.
- v). Complete power backup.
- vi). Provision of deployment of mobile phone jammers at each centre
- vii). Maintaining audit and server logs and handing it to NBE.
- viii). Forensic analysis / data analysis post examination as and when required.
- ix). Setting up of biometric kiosk for biometric verification all across the country.

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- x). The agency should own the complete source code of the software being used for conducting the CBT mode exam. They must have the copyright of the source code and all its components.
 - xi). The agency should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
 - xii). The agency should have in-house quality assurance group and a strong quality management system to carry out quality check of the software.



13. General clauses

a) Standard of performance

- i). The Bidder shall provide the services and carry out its other obligations under the agreement with due diligence, efficiency, economy, confidentiality, promptness and techniques. The Bidder shall adhere to professional, engineering and consulting standards recognized by international professional bodies while observing sound management, technical and engineering practices. It shall apply appropriate advanced technology and safe and effective methods during execution of this Project and shall always act in respect of any matter relating to this agreement, as faithful advisors to the NBE. The Bidder shall always support and safeguard the legitimate interests of the NBE, in any dealings with the third party.
- ii). The Bidder shall abide by the provisions of the legislation(s), related to the Information Technology, prevalent in this country.
- iii). The Hardware, Software and other services provided under this contract shall conform to the standards laid down in the Scope of Work.
- iv). The security of the system should be foolproof and shall be treated "not foolproof", where unauthorized persons being able to access/infiltrate in to the system. The system may be the application software or a process adopted by vendor.
- v). The successful bidder shall be liable to the NBE for financial losses by way of some of system and process failure.

b) Intellectual Property Rights

- i). No software or services covered by the contract shall be developed, sold, disposed or done by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing of any patent right, trademark or similar right, or of any charge, mortgage or lien.
- ii). The Bidder shall warrant that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.

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- iii). Intellectual Property right on source codes, database, designs etc. all remains with NBE and the vendor has to submit all kind of source code including designs and others to NBE.

c) **Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of India and the Government of NCT-Delhi.

i). Governing Law and Choice of Forum :

- a) The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at New Delhi.
- b) Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. NBE will NOT be a party to the same.

d) **Performance Security**

- i). Within 7 days of the Bidder's receipt of notification of award, the Bidder shall furnish performance security of 10% of the annual contract, valid up to 90 days after the date of completion of the contract.
- ii). The performance security shall be payable to the NBE as compensation for any loss resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty taken by NBE for failure.
- iii). The Performance Security shall be denominated in Indian Rupees and shall be in the form of A/C payee Bank Draft, issued by a Nationalized Bank, located in India. Such Performance Security will be valid only after its realization into NBE account. Alternatively, the Bidder may also deposit this security in the form of Bank Guarantee of a Nationalized Bank, which is valid for the entire period in favour of the NBE.

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- iv). The Performance Security will be discharged by the NBE and returned to the Bidder not later than 90 days following the date of completion of the Bidder's performance obligations.
 - v). In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

e) **Governing Language**

The bid & contract shall be written in English language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English language.

f) **Consortium**

No consortium will be entertained by NBE. The bidder shall hold the full responsibility of the contract. Any consortium formed by the bidder at his end which was formed either to gain entry into the agreement with NBE or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

g) **Penalty Clause / Liquidated Damage**

- i). If any of the stages specified, either not completed or not completed satisfactorily as per the approved time schedule, forming part of the contract agreement due to reasons solely and entirely attributable to the bidder and not in any way attributable to NBE, a penalty
- ii). @ 1.0% of the bid value of the delayed stage of the item, per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the NBE, to account for the delay.
- iii). If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. The NBE may rescind this part of the contract and shall be free

to get it done from any other agency at the risk and cost of the Bidder.

h) Prices

The prices quoted for the items/services shall under no condition change during the period of agreement. The rates should be quoted for National Board of Examination, New Delhi.

i) Fall Clause:

The following Fall clause will form part of the contract placed on successful Bidder-

- i). The charges for the contract by the Bidder shall in no event exceed the lowest charges at which the Bidder provides the same services of identical description to any Organization including NBE or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all Work Orders placed during the currency of the contract is completed.
- ii). If at any time, during the said period the Bidder reduces its charges, provides or offers to provide such services to any organization including the NBE or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a rate lower than the rate chargeable under the contract, the Bidder shall forthwith notify such reduction or sale or offer of sale to the National Board of Examinations and the rate payable under the contract for the services of such reduction of rate or offer of the service shall stand correspondingly reduced.
- iii). The Bidder shall furnish the following certificate to the Paying Authority along with each bill for payment for provided against the said contract - "We certify that there has been no reduction in charges of the services identical to the services provided to the Government under the contract herein and such services have not been provided by us to any organization including the NBE or any department of Central Government or any Department state

Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of services against all work orders placed during the currency of the Contract at rates lower than the rate charged to the NBE under the contract;

j) Integrity Pact

The Bidder should be willing to enter into an integrity pact with the NBE, not to resort to any corrupt practices in any aspect/stage of the contract. The Bidder should commit itself to the promise: -

- i). Not to offer any benefit to the employees of NBE;
- ii). Not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts; etc.
- iii). To disclose the name and address of agents and representatives in India and Indian Bidder to disclose its foreign principals or associates;
- iv). To disclose any past transgressions committed over the specified period with any other company in India or Abroad that may impinge on the anti corruption principle;

Integrity Pact lays down the punitive actions for any violation.

k) Subcontracts

The Bidder shall not without written consent of the NBE subcontract the awarded contract or part thereof.

l) Delays in the Bidder's Performance

- i). The activities involved are time bound and it is expected that no extension of time for performance of any activity/ activities will either be sought or given in this project. However, if at any time during the course of the contract, the Bidder encounters conditions impeding the timely delivery of the items and the performance of the service, the Bidder shall promptly notify to the NBE in writing the fact of the delay, its likely duration and its cause(s). The NBE will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the Bidder's time for execution of

said item of work, But in no case extension shall be granted having adverse effect on scheduled conduct of examination. The dates declared for examinations are absolute unless changed by the NBE on its own.

- ii). Delay on part of the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalty unless an extension of time is agreed upon and cancellation of contract.

m) Termination for Default

- i). Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 90 days to the other party, terminate the agreement in whole or in part, if:
 - a) The defaulting party fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by the other party.
 - b) The quality of the delivery of various tasks is not up to the satisfaction of the NBE
 - c) The defaulting party fails to perform any other obligation under the agreement.
- ii). In the event of the NBE terminating the contract in whole or in part, the NBE may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the NBE for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.
- iii). The Bidder shall stop the performance of the contract from the effective date of termination and hand over all the documents, data, equipment etc. to NBE for which payment has been made. The Bidder may withdraw items, for which payment has not been made. No consequential damages shall be payable to the Bidder in the event of termination.
- iv). In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Bid Security / Performance Security shall stand forfeited.

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- v). In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency.

n) **Termination for convenience**

- i). The NBE, by written notice of at least 90 days sent to the Bidder, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall specify that termination is for the NBE's convenience and also the extent to which performance of the Bidder under the contract is terminated, and the date on which such termination becomes effective.
- ii). The NBE shall accept the items/services, which are completed and ready for delivery within 30 days after the Bidder's receipt of notice of termination, at the contract terms and prices. For the remaining items/services, the NBE may elect:
 - a) To have any portion completed and delivered at the contract terms and prices; and /or
 - b) To cancel the remainder and pay to the bidder an agreed amount for partially completed items/services and for services previously accomplished by the Bidder.

o) **Termination for Insolvency**

The NBE may at any time terminate the contract by giving notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the NBE.

p) **Suspension**

- i). The NBE may, after giving a written notice of suspension to the Bidder, and considering the representation, if any, submitted to him within a period of 15 days from receipt of such notice, suspend all payments to the Bidder, if the Bidder fails to perform any of its obligations (including the carrying out of the services) provided that such notice of suspension:

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- a) Shall specify the nature of the failure and
 - b) Shall direct the Bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Bidder
- ii). The NBE may engage some other agency for the completion of suspended work, which will be carried out at the risk, and cost of the Bidder.
- q) **Confidentiality**
- i). The Bidder and their personnel shall not, either during implementation or after completion of the project, disclose any proprietary or confidential information relating to the services, agreement or the NBE's business or operations without the prior consent of the NBE. The legal liability for breach of confidentiality by the bidder and its employees solely lies with the bidder.
 - ii). NBE also reciprocally agrees with the Bidder that all information concerning trade secrets, know-how, technical data, research, products, development, inventions, processes, engineering techniques, strategies, internal procedures, employees and business opportunities, its customers either present or prospective and services rendered by the Bidder to such of its customers along with the information pertaining to its businesses and the proprietary information of the Bidder described herein as "confidential information", belonging to the Bidder and which may come into the possession or custody of NBE in the course of providing services by the Bidder hereunder shall not be disclosed or divulged to any third parties or make use or allow others to make use thereof either for its own benefit or for the benefit of others directly or indirectly. (subject to provisions of the law of the land)
- r) **Force Majeure**
- i). Notwithstanding anything contained in the Bid Document, the Bidder shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

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- ii). For purposes of this clause "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, earth quakes, epidemics. The preventive majors for fire breakdown must be followed otherwise will not be applicable here. The decision of the NBE, regarding Force Majeure shall be final and binding on the Bidder.
 - iii). If a Force Majeure situation arises, the Bidder shall promptly notify to the NBE in writing, of such conditions and the cause thereof. Unless otherwise directed by the NBE in writing, the Bidder shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - iv). The NBE may, terminate this agreement by giving a written notice of a minimum 5 days to the Bidder, if as a result of Force Majeure; the Bidder is unable to perform a material portion of the services for a period of more than 10 days.

s) **Resolution of Disputes**

- i). The NBE and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract.
- ii). If, after 15 days from the commencement of such informal negotiations, the NBE and the Bidder are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism. In all matters and disputes arising there under, the sole arbitrator shall be mutually agreed upon by the parties in writing, who shall decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, both the Bidder and the NBE shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to either the NBE or the Bidder to interfere in or prevent normal functioning of the Project.

t) **Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Delhi (India) only.

u) **Local Conditions**

The Bidder shall inspect the cities/sites of operation and shall satisfy himself of the cities/site conditions and availability of required resources and shall apprise himself of the procedure for engagement of agencies and shall collect any other information that may be required before submitting the bid. Claims and objections due to ignorance about site conditions shall not be considered after the submission of bid.

v) **Responsibilities of the successful Bidder**

- i). The bidder shall be responsible for the successful Conduct of Computer Based Tests for the NBE, New Delhi as per the terms and specification and direction of Examination Section, NBE
- ii). The bidder shall be responsible for the successful conduct of Computer Based Tests of NBE during the contract period through designed and maintained developed System Software as per scope of the work mentioned herein and subsequent directions of NBE, issued from time to time
- iii). In case of change in ownership of the bidder, the change must be communicated to NBE, New Delhi, 3 months before the intended change of ownership.

w) **Interpretation**

In these Terms & Conditions:

- a) References to laws shall mean the applicable laws of India and references in the singular shall include references in the plural and vice versa.
- b) References to a particular article, paragraph, sub-paragraph or schedule shall, except where the context otherwise requires, be a reference to that article, paragraph, sub-paragraph or schedule in or to this TENDER DOCUMENT.

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- c) The headings are inserted for convenience and are to be ignored for the purposes of construction.
- d) Whenever provision is made for the giving of notice, approval or consent by any Party, unless otherwise specified such notice, approval or consent shall be in writing and the words 'notify', 'approve', and 'consent' shall be construed accordingly.
- e) In case of any inconsistency between this TENDER DOCUMENT and the Bid made to NBE, the terms of this TENDER DOCUMENT shall prevail. In case the TENDER DOCUMENT is silent on the items contained in the bid, the decision of NBE shall be final & binding on the Bidder/ Bidders.

14. Quotation Formats

The following forms are required to be used for submission of bid –

- Form I : Bid Form
- Form II : Checklist
- Form III : Particulars and qualifications of the bidders.
- Form IV : Duly authenticated list of full time Technical and Administrative Personnel to be employed for the work.
- Form V : Details of Similar completed works during last 3 years.
- Form VI : Details of work under execution or awarded.
- Form VII: List of Satisfactory Performance report from clients
- Form VIII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)
- Form IX : Price Bid (in separate sealed Envelope)

Form I
Bid Form
[On the Letter head of Bidder]

Reference No.:

Date:

FILE NO. : _____
Name of the party in whose : _____
Favour the tender form has been : _____
Issued : _____

The Honorary Executive Director,
Nation Board of Examinations,
Ansari Nagar, New Delhi – 110029. (SEAL OF THE OFFICER)

Dear Sir,

I/ We hereby submit our tender for **Conduct of Computer Based Test for the NBE, New Delhi.**

I / We have enclosed the security deposit in the shape of demand draft of Rs.**50,00,000/-** (Refundable) in the name of National Board of Examinations, payable at New Delhi, Demand Draft . No. _____ dated _____ issued by _____ Bank.

I / We hereby agree to all the terms and conditions, stipulated by the NBE, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialed. Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of service providers / suppliers at the NBE, New Delhi.

I / We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

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

Yours faithfully.

Signature of the Authorised Signatory of Bidder

Full Address

WITNESS _____
WITNESS _____

Form II
Checklist

Please ensure that your offer contains the following documents:

- EMD : Rs. 50,00,000/- (Rs. Fifty Lakhs only)
- Form I : Bid Form
- Form II : Checklist
- Form III : Particulars and qualifications of the bidders.
- Form IV : Duly authenticated list of full time Web Developer/Engineer to be employed for the work.
- Form V : Details of Similar completed works during last 2 years.
- Form VI : Details of work under execution or awarded.
- Form VII : List of Satisfactory Performance report from clients
- Form VIII : Undertaking (on Rs.10/- Non Judicial stamp duly notarized)
- Form IX : Price Bid (in separate sealed envelope)
- A copy of the bid document with all pages signed and stamped at the bottom by the bidder's authorized representative.
- Covering envelope sealed with superscription in prescribed format.
- Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public.
- Brief resume of proposed team members in the following format:
 - Name:
 - Designation:
 - Proposed role:
 - Experience in years:
 - Areas of expertise:
 - Previous projects worked on, and role therein:
 - Qualification:
 - Date of Birth:

Form III

Particulars and qualifications of the bidders.

Particulars of the organization

1. **Organization: -**

Name _____

Year of Incorporation / Registration in India _____

Year of Start of Operation in India _____

TIN No. _____

PAN No. _____

GST REGISTRATION NO. _____

Total No. Web Developer/Engineer:

Total No. Administrative Manpower:

2. (a) **Registered Office Address** -----

Telephone No.(s) ----- Mobile Nos. -----

Fax No. (s) ----- Email: -----

Alternate Email:

(b) **Delhi/NCR Office Address** -----

Telephone No.(s) ----- Mobile Nos. -----

Fax No. (s) ----- Email: -----

Alternate Email:

3. **Legal status of firm** Company / Firm / Proprietorship/ Others (_____)

(attach proof MOA, AOA/ Partnership Deed along with registration of partnership detail/ Affidavit by proprietor with registration detail as the case may be)

4. Ownership -----

S. No.	Name of persons owning stake in the organization (In case of company incorporated in India List of Directors shall be provided)	Nationality of the stake-holders	Details of restrictions, if any on transfer of stake

In case the organization is a public sector undertaking: -----
Indicate the percentage share of Govt. holding.

5. Annual Turnover for the last 3 years

S. No.	Financial Year	Total Annual Turnover	Sector wise Annual Turnover			
			Conduct of Computer Based Tests	Software Development	Other IT related services	Other areas of operation (specify)

Note: Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

10. Quality & Security Certification Detail (ISO, SEI-CMMI Level etc.if any) (attach proof)

11. Have your organization occurred loss during last three year : YES/NO

12. Are you able to support entire activity/solution 365x24x7 : YES/NO

13. Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of at least two authorized persons dealing with the project

S. No.	Name, Designation and Address	Telephone & Fax No.		Extent of Involvement in this Project
		Office	Residence	

14. Last three years annual turnover (2014-2015, 2015-2016, 2016-2017) of the division associated the project

S. No.	Financial Year	Annual Turnover	Financial Value of the largest project handled during the year

15. Particulars of EMD

- a) Name of the Bank -----
- b) Address of Bank branch, issuing the draft -----
- i). Code No. of Bank Branch -----
- ii). Amount of Draft: -----
- iii). Bank Draft No. & Date -----
- c) Valid up to ----- (Give Date)

16. Particulars of MOU with Banks for payment gateway.

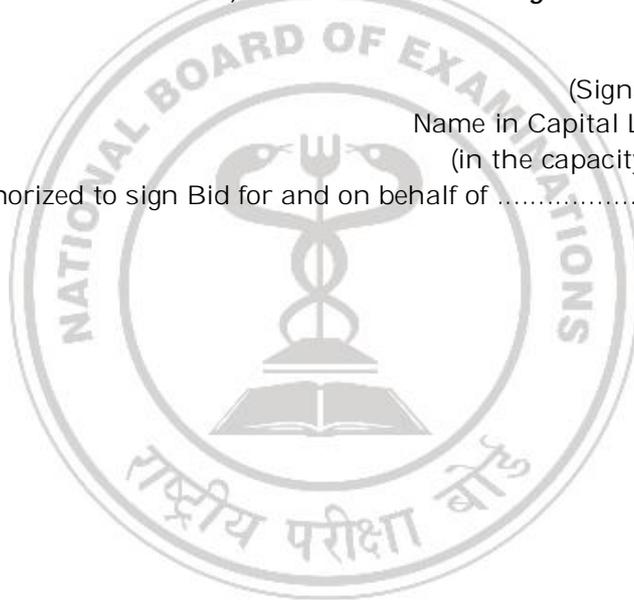
S.No.	Names & Addresses of Bank	Validity Period of agreement	Encryption Level & SSL certification requirement	

Particulars of Authorisation of the person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

Name, Designation & Address of the person authorizing for signing the document. Type/form of the issued authority (whether power of attorney/Authorization letter etc.) **Please enclose the original authorisation document.**

(Signature)
 Name in Capital Letter
 (in the capacity of:)
 Duly authorized to sign Bid for and on behalf of



17. Particulars of software capabilities of organizations and the division dealing with this project.

S.No.	Names & Addresses of Division independently engaged in software development work	Level of Certification of Software Capability Maturity Model (SW/CMMi level)	Level of certification of other equivalent systems of assessing software capabilities.	
			Name of certifying organizations	Level of certification

Note: Please attach duly authenticated copies of certification claimed regarding the division dealing with this project.

Particulars of Authorisation of the person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

Name, Designation & Address of the person authorizing for signing the document.

Type/form of the issued authority (whether power of attorney/Authorization letter etc.)

Please enclose the original authorisation document.

(Signature)

Name in Capital Letter

(in the capacity of:)

Duly authorized to sign Bid for and on behalf of.....

Form IV

**Duly authenticated list of full time Technical and Administrative Personnel
to be employed for the work.**

**DULY AUTHENTICATED LIST OF FULL TIME WEB DEVELOPER/ENGINEERING
PROFESSIONALS WITH THE BIDDER**

Detailed Curriculum Vitae of key personnel along with their key role in the company, who will be associated with this project, is attached with the bid.

List of full time Professionals of the organization who will be associated with the project (at least 10 professional) to be given in the table below-

Sr. No.	Name	Designation	Educational Qualification	Date of Joining & No. of years of Experience
1				
2				
3				
4				
5				
6				

Date: _____

Place: _____

(Signature)

Name in Capital letter

(in the capacity of:)

Duly authorized to sign Bid for and on behalf of

Form V

Details of Similar completed works during last 2 years.

PROFORMA FOR PERFORMANCE STATEMENT

(SUMMARY PROFILES OF PROJECT COMPLETED DURING LAST THREE YEARS RELATED TO Conduct of Computer Based Tests

Sr. No.	Name , address, Tele no. and fax no. of organization for which Web portal has been developed & hosted (also mention Name, Designation and Contact No. of contact Person of the organization)	Description & Name of the of Examination	Value of Contract (in lakhs)	Period of Execution	Delay if any from scheduled time (give reasons)	Litigation/ Arbitration Pending in progress with detail	Remarks

The bidder will have to attach full details of similar projects of value more than 1 crore each, involving conduct of Computer Based Tests in India and Abroad, as Annexure to this list.

Date: _____

Place: _____

(Signature)

Name in Capital letter

(in the capacity of:

Duly authorised to sign Bid for and on behalf of

Form VI

Details of work under execution or awarded.

PROFORMA FOR PERFORMANCE STATEMENT

**(SUMMARY PROFILES OF PROJECT UNDER EXECUTION / AWARDED RELATED TO
Conduct of Computer Based Tests**

Sr. No.	Name , address, Tele no. and fax no. of organization for whom Conduct of Computer Based Tests has been executed (also mention Name, Designation and Contact No. of contact Person of the organization)	Description & Names of the of Examinations handled	Value of Contract (in lakhs)	Period of Execution	Slow progress if any and reasons thereof)	Litigation/ Arbitration Pending in progress with detail	Remarks

The bidder will have to attach full details of similar projects of value more than 1 crore each, involving Conduct and Processing of Online Examinations (CBT's) in India or Abroad, as Annexure to this list.

Date: _____

(Signature)

Place: _____

Name in Capital letter

(in the capacity of:

Duly authorised to sign Bid for and on behalf of

Form VII

List of Satisfactory Performance report from clients

PROFORMA FOR PERFORMANCE STATEMENT

(LIST OF SATISFACTORY PERFORMANCE CERTIFICATE FROM CLIENTS RELATED TO

Conduct of Computer Based Tests

Sr. No.	Name , address, Tele no. and fax no. of organization for which Web Portal has been developed and satisfactory service certificate has been enclosed)	Description & Names of the of Examinations handled	Value of Contract (in lakhs)	Period of Execution	Remarks

Note: Attach the Satisfactory Service Certificate(s) issued by organizations whose similar projects were executed successfully by you, as an Annexure to this list.

Form VIII:

Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Undertaking

I/We hereby undertakes that :-

I/ We hereby submitted our tender for **Conduct of Computer Based Tests**

I / We have enclosed the EMD in the shape of demand draft of **Rs.50,00,000/- (Refundable)** in the name of National Board of Examinations, payable at New Delhi, Demand Draft. No. _____ dated. _____ Issued from Bank _____

_____ dated and **for cost of tender document** demand draft of **Rs.2,500/- (Non Refundable)** in the name of the National Board of Examinations, payable at New Delhi, Demand Draft No. _____ Dated _____ Issued by Bank _____

I / We hereby agree to all the terms and conditions, stipulated by the NBE, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly out & re-written and initialed.

Tenders are duly signed (No thumb impression should be affixed).

I / We undertake to sign the contract / agreement if required within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my security money deposited may be forfeited and our / my name may be removed from the list of suppliers at the NBE, New Delhi.

I / We agree to abide by this bid for a period of 120 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I / We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I / We understand that you are not bound to accept the lowest or any bid you may receive.

I / We have gone through all terms & conditions of the tender documents before submitting the same and accepts the same.

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

Yours faithfully.

Signature of the Authorised Signatory of Bidder

Name in Capital letter

Full Address

WITNESS _____
WITNESS _____

Form IX

Price Bid

[On the Letter head of Bidder and should be separately sealed as per instruction]

Reference No.:

Date:

FILE NO.

:

Name of the party in whose

:

Favour the tender form has been

Issued

The Honorary Executive Director,
National Board of Examinations,
Ansari Nagar, New Delhi – 110029.

Dear Sir,

I/ We hereby submit our price bid for Conduct of Computer Based Tests for the NBE, New Delhi.

Srl.	Activity	Rate per candidate	Rate per candidate (in words)
1	Conduct of Computer Based Tests as per Scope of work and other conditions of the Tender.		

Note: The rates shall be inclusive of all costs as well as duties and taxes paid or payable.

Date: _____

Place: _____

(Signature)

Name in Capital letter

(in the capacity of:

Duly authorised to sign Bid for and on behalf of

16. Definitions & Interpretations

The following bold/capitalized terms used in terms & conditions shall have the meanings set forth hereunder for the convenience of reference for this contract:

'**Agreement**' means this agreement, together with the schedules attached hereto;

'**NBE**' means the National Board of Examinations located at Ansari Nagar, New Delhi, India, acting through the Honorary Executive Director.

'**Bid**' means the Technical, Commercial and Financial bids

'**EMD**' Earnest Money Deposit

'**Tender**' means the Request for Proposal floated by NBE due for submission on 28.03.2018 (up to 12.00 Noon), issued by NBE inviting bids from various companies for the conduct of Computer Based Tests for the NBE, New Delhi.

