



आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड, नई दिल्ली
National Board of Examinations in Medical Sciences
New Delhi

Dated: 27/12/2024

NOTICE

Sub: Response to Pre-Bid Queries in respect of Tender for Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer Scripts dated 04/12/2024.

Ref: CPPP Tender ID No: 2024_NBE_780580_1

The following is the response to queries received in respect to the Tender for Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer Scripts:

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
1.	Section 1. IT Competencies: a) For online submission of application forms; Point ii)	6	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 to also ensured that the website should map to dedicated Disaster Recovery System / Server(s) at offsite.	We suggest to modify this clause as The Service Provider should provide 24x7x365 days uninterrupted service with the exception of planned downtimes in various examination 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 to also ensured that the website should map to dedicated Disaster Recovery System / Server(s) at offsite.	Not Considered
2.	Section 1. IT Competencies: a) For online	6	The Service Provider should provide all necessary support with regard to the	Request NBEMS to provide No of SMS that are required to be sent for each exam.	Not Considered

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	submission of application forms; Point v)		installation and maintenance of active email services as required for NBEMS. The service provider has to provide the website integrated applications for mass e-mailing and bulk SMSs including customized SMSs, as per the requirement of each examination. The service provider shall get the contents of SMSs whitelisted with TRAI as per prescribed regulations. SMS are to be sent for all important steps of application submission processes and subsequently on issuance of deficiencies, admit cards, score cards etc. SMS may also be required to convey reporting slot on test day and various other advisories. In addition, considering some exigencies, SMS may be issued to apprise the applicants of relevant and timely information.	<p>SMSs are sent at the following stages:</p> <ul style="list-style-type: none"> • Intimation of Application Registration • Intimation of Application Form Submission • Intimation of Admit Card Go – Live • Intimation of QPHTML Go – Live • Intimation of Score Card Go – Live <p>The content of SMSs to be whitelisted with TRAI as per prescribed regulations should be NBEMS responsibility.</p> <p>Any other requirement will need to be discussed and mutually agreed.</p>	
3.	Section 1. IT Competencies: b) Website maintenance and support; Point (iv)	7	The online application form should have an in-built intelligence to allow/verify upload of images (such as photograph, signatures and thumb impressions) as per prescribed guidelines only. Copy of extant guidelines is attached as Annexure X. Please note that these	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form	Not Considered

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			guidelines are for ready reference only and same may be updated as per requirement of the examinations.	development requirement gathering phase Please confirm if this is acceptable.	
4.	Section 1. IT Competencies: b) Website maintenance and support; Point (vi)	7	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***.	Application availability of 99% and an uptime of 98% for DC infra with an exception for planned downtime. Hence, we request you to modify the clause as: The Service Provider has to ensure that the Uptime for the application availability is at least 99% for the systems availability*** The time lost due to any of the following reasons shall be taken into account while calculating the availability/uptime requirement: (a) Time lost due to environmental failures; (b) Time taken to recover the system because of power or environmental failures; (c) Time lost due to damage or malfunction in the system or any units thereof due to causes attributable to NBEMS such as attachment of additional devices, making alteration to the system, maintenance of the system, etc. without Bidder's consent and/ or failure to maintain the site as required by the Bidder; (d) Time	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				<p>taken for scheduled maintenance/ troubleshooting either for preventive purposes or improvement in function or other purposes; (e) Time taken for reconfiguration or other planned downtime situations; (f) Scheduled shutdowns as required by NBEMS (Bidder may also request NBEMS for a shutdown for maintenance purpose, which request will not be denied unreasonably by NBEMS); (g) Time taken for booting the system (h) Time lost due to unavailability of links (i) Mis-handling of system by any person other than Bidder's authorized representatives.</p>	
5.	Section 1. IT Competencies: b) Website maintenance and support; Point (vii)	7	Technical Queries/Grievances handling – the issues related to the online submission of application raised by the candidates should be immediately attended to and appropriate solutions to be incorporated in website immediately, after obtaining the approval of NBEMS.	As part of HelpDesk support to candidates, Toll Numbers are provided on 9x6 (Mon – Sat) basis 9 AM – 6 PM only.	Not Considered
6.	Section 1. IT Competencies: b) IT Security ; Point (iii)	8	The service provider must ensure that the online application form for registration developed by them comply with the ‘Guidelines for Indian	iii)/(e) (iii) . The service provider must ensure that the online application form for registration developed by them comply with the current applicable	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			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.	'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. If the scope of work is increased due to change in 'Guidelines for Indian Government Websites (GIGW)' http://guidelines.gov.in/ , then such scope of work shall be executed through change order process where an equitable adjustment shall be made in the contract price and delivery schedule.	
7.	II. Scope of Work a) Pre-Examination Work; Point vi)	10	The online application form should have an in-built intelligence to allow/verify upload of images (such as photograph, signatures and thumb impressions) as per prescribed guidelines only. Copy of extant guidelines is attached as Annexure X. Please note that these guidelines are or ready reference only and same may be updated as per requirement of the examinations. Integration with convenient online payment gateway, payment reconciliation and processing for refund	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable	Not Considered
8.	II: Scope of Work; a) Pre-	11	Checking of photographs/ signature/ thumb impression	Instructions / guidelines in Annexure X are more from a	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
	Examination Work; Point ix		uploaded by each registered candidate against the guidelines prescribed by NBEMS and submit a report of images which are not in line with the said guidelines.	candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable	
9.	II: Scope of Work; a) Pre-Examination Work; Point x	11	Validation of the Application forms according to the eligibility criteria and corrections should be carried out online. Application form needs to be customized with suitable validations as may be required to meet the eligibility criteria prescribed for respective examination	Application scrutiny should be NBEMS responsibility due to the manual and subjective nature of the task from which eligible candidates will be known. However, we can build in validations in the application form fields as instructed by NBEMS.	Not Considered
10.	II: Scope of Work; a) Pre-Examination Work; Point xii	11	The data and documents uploaded by the candidate as part of application form shall be shared with NBEMS after the closure of application window or whenever asked during the application window. The login credentials of the candidates shall also be shared with NBEMS for integration of applicant data with web-based applications of NBEMS.	Due to security, login credentials of the candidates will not be shared with NBEMS for integration of applicant data with web-based applications of NBEMS.	Not Considered
11.	II: Scope of Work; a) Pre-Examination Work; Point xiv	12	Technical Queries/Grievances handling through phone and email should be dealt by the	As part of HelpDesk support to candidates, Toll Numbers are provided on 9x6 (Mon – Sat) basis 9 AM – 6 PM in	Not Considered

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			Bidder from 9 am to 6 pm on all days. Language of Helpdesk shall be English and Hindi***	English and Hindi language only. Hence, we suggest to modify this clause as: Technical Queries/ Grievances handling through phone and email should be dealt by the Bidder from 9 am to 6 pm from Monday to Saturday . Language of Helpdesk shall be English and Hindi***.	
12.	II Scope of work; a) Pre-Examination Work; Point xvi	13	To provide verified and reviewed images (photographs, signatures, thumb impressions etc.) of candidates during and/or completion of application registration window. The images uploaded by the candidates in application form are in line with the NBEMS image upload guidelines. All images to be reviewed and images found not in line with the guidelines to be flagged for further review by NBEMS	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable	Not Considered
13.	II Scope of work; a) Pre-Examination Work; Point xxix	14	xxix). Designing the Hybrid based examination plan and examination process under consultation with NBEMS for: d) Candidate handling & identification process at Examination Centre. The agency should be able to make provisions for free entry, social distancing	Requesting NBEMS to provide more details on this requirement, as the requirement is applicable for situations such as COVID-19 pandemic	Not Considered

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			amongst the candidate during entry, exit and while taking examination, Isolation labs etc. to attend to situations such as COVID-19 pandemic.		
14.	II Scope of work; a) Pre-Examination Work; Point xxvii	15	The writing desk to be provided for conduct of hybrid examination shall be at least 3 feet wide and 2 feet deep. There shall be ample lighting in the room.	We suggest to modify this clause as The writing desk to be provided for conduct of hybrid examination shall be at least 2.5 feet wide and 2 feet deep. There shall be ample lighting in the room.	Not Considered
15.	II Scope of work; a Pre Examination Work; Point xxxix	16	The configuration of computer systems to be used for conduct of examination shall not be below the minimum specification mentioned herein below: <ul style="list-style-type: none"> • Monitor: Size 21 inch; Resolution 1920x1080 • Processor: INTEL I3 • RAM: 8GB*** 	We suggest to modify this clause as The configuration of computer systems to be used for conduct of examination shall not be below the minimum specification mentioned herein below: <ul style="list-style-type: none"> • Monitor: Size 15 inch; Resolution 1024x768 • Processor: Dual Core 1.5 GHZ • RAM: 2GB*** 	Not Considered
16.	II Scope of work; a Pre Examination Work; Point xl; Sub Point e	16	Provide CCTV recordings of specific candidates whenever required.	We suggest to modify this clause as: Provide CCTV recordings of specific candidates after the completion of the examinations within 45 days.	Not Considered
17.	II Scope of work; a Pre Examination Work; Point xlv	17	To ensure 3 tier electric power supply availability and power backup through	We suggest to modify this clause as	Not Considered

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			Uninterrupted Power Supply (UPS) and Generator for at least the number of hours of examinations to be conducted at each Test Centre.	Bidder should ensure that uninterrupted power supply is available during the exam. Every center will have UPS/Generator to provide power backup in the case of a power failure.	
18.	II Scope of work; a Pre Examination Work; Point xlvi	17	To ensure that sufficient no. of Air conditioners should be available in the examination lab during summer and rainy seasons and they should be working properly during the examination. Rooms heaters shall be provided in test centres located in hilly areas in winter seasons.	We suggest to modify this clause as To ensure that sufficient no. of Fans/Air Coolers or Air conditioners should be available in the examination lab during summer and rainy seasons and they should be working properly during the examination. Rooms heaters shall be provided in test centres located in hilly areas in winter seasons	Not Considered
19.	II Scope of work; a Pre Examination Work; Point lvi	18	The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc	We suggest to modify this clause as The Examination Centre must have facilities for installing signal silencers/jammers, We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centers as per the applicable government rules and regulations and deploy required manpower for operating Jammers Set-up.	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				<p>Jammer vendors should ensure that no neighboring buildings and business are affected by jammers.</p> <p>Jammers should be able to handle up to 5G networks within the exam centre</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	
20.	II Scope of work; a Pre Examination Work; Point Ivi	18	It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.***	We suggest discouraging candidates from carrying any personal belongings to the venue, as it represents the security risk. The same will be communicated to candidates through e-call letters/ movement order.	Not Considered
21.	II Scope of work; a Pre Examination Work; Point IXiii	19	The test centers should largely meet the minimum quality standards as defined by NBEMS. The infrastructure at test centers shall meet the minimum technical specifications and quality standards as may be prescribed by NBEMS.	We requesting NBEMS to share the minimum quality standards.	Not Considered
22.	II Scope of work; b Conduct of Hybrid Examinations; Point	19	At least, the Test Centre Administrator and IT Manager shall be regular employees of the service provider on its direct payroll.	<p>We suggest to modify this clause as</p> <p>At least, the Test Centre Administrator and IT Manager shall be appointed by the service provider.</p>	Not Considered
23.	II Scope of work; b Conduct of Hybrid	20	To host the exam and manage the test delivery process through intranet based solution at	We suggest to modify this clause as	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
	Examinations; Point; point iv		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.	To host the exam and manage the test delivery process through intranet based solution at Examination Centres, the computer systems and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.	
24.	II Scope of work; b Conduct of Hybrid Examinations; Point vii	20	To provide Hardware and Software required for Biometric and Face ID capture/verification of all candidates at the time of registration. The registration software shall be able to initiate the Aadhaar Authentication Process of the candidate against the UIDAI Aadhaar database. The applicable Govt. guidelines shall be complied with. The bidder should be able to provide technical support in Aadhaar based verification of the identity of applicants for an examination.	For Aadhaar based biometric / authentication of the candidates ASA-AUA is to be obtained by NBEMS.	Not Considered
25.	II Scope of work; b Conduct of Hybrid Examinations; Point xiv	21	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,	We suggest to modify this clause as 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	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			not later than 3 weeks of conduct of the examination.	Drive after appropriate mapping of each candidate, not later than 6 weeks of conduct of the examination.	
26.	II Scope of work; b Conduct of Hybrid Examinations; Point xvi	21	The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc.	<p>We suggest to modify this clause as</p> <p>The Examination Centre must have facilities for installing signal silencers/jammers,</p> <p>We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centers as per the applicable government rules and regulations and deploy required manpower for operating Jammers Set-up.</p> <p>Jammer vendors should ensure that no neighboring buildings and business are affected by jammers.</p> <p>Jammers should be able to handle up to 5G networks within the exam centre</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	Not Considered
27.	II Scope of work; b Conduct of Hybrid Examinations; Point xvi	21	It would be desirable to have facilities for keeping belongings of candidates in Examination Centre	We suggest discouraging candidates from carrying any personal belongings to the venue, as it represents the security risk. The same will	Not Considered

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				be communicated to candidates through e-call letters/ movement order.	
28.	II Scope of work; b Conduct of Hybrid Examinations; Point xx	21	Registration data of candidates and their during exam digital attendance along with scanned copies of manual attendance sheets, various proformas to be signed on the day of examination should be sent back to the central Server (Datacenter) from the server of an exam centre within four hours from the conclusion of examination.	<p>Transfer of examination data from local server to central server for shift ending 6 PM is done the very same day. Shift ending post 6 PM data can be shared the next day.</p> <p>It is advisable that the timelines are discussed and mutually agreed between bidder and NBEMS.</p> <p>Activity usually takes 3-4 hours</p>	Not Considered
29.	II Scope of work; C Post Examination Work; Point ii	22	To collect and consolidate all types of data generated during examination (including log files of servers and firewalls used) and have to preserve at least for a period of 3 years in multiple geographical locations, after expiry of the contract.	<p>On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by us to NBEMS, all NBEMS Data including Personal Data would be due for deletion.</p> <p>In essence, NBEMS Data may be retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise.</p> <p>We would provide NBEMS thirty (30) days from a break in Services during the</p>	Not Considered

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				contract term itself, to enable the NBEMS to download their data using data export, reports, and data download features available in TCS Application Systems; after thirty (30) days NBEMS Data would be due for deletion.	
30.	II Scope of work; C Post Examination Work; Point iv; sub point b	22	To provide forensic analysis report regarding proxy candidates, unfair means report etc. utilizing data generated across all examinations to be conducted by the agency. Forensic Analysis Reports to be provided after conduct of each examination for any possible use of any unfair means by candidates in terms of NBEMS Unfair means guidelines. Analysis should identify cases, including but not limited to, CCTV analysis for Peeping and Cheating, impersonation, appearing with different identity in different examination, audit log analysis to identify aberrations/ anomalies, analysis as may be required by NBEMS etc.	This forensic analysis report is not available in our solution currently. However, we can provide Face Comparison and Biometric Analysis report for the exam conducted as part of the analysis. Please confirm if this is acceptable?	Not Considered
31.	II Scope of work; C Post Examination Work; Point v;	22	To provide following data and documents related to conduct of examinations at test centres within 3 weeks of conduct of examination:	We suggest to modify this clause as: To provide following data and documents related to conduct of examinations at	Not Considered

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				test centres within 45 days of conduct of examination:	
32.	II Scope of work; C Post Examination Work; Point iv; sub point k	23	Forensic analysis of use of unfair means in the examination based on various parameters including but not limited to physical verification, CCTV footage captured, biometric captured during instant examination vis-à-vis captured previously in other NBEMS examinations, if any, face comparison report etc.	<p>We can only provide Face Comparison and Biometric Analysis report for the conducted exam as part of the analysis.</p> <p>The below Facial and Biometric Comparison report can be provisioned:</p> <ul style="list-style-type: none"> • Application Captured Image Vs Uploaded Image • Application Vs Exam Day Registration • Exam Day Registration Vs During Exam • Exam Day Registration Vs Bio Break <p>Please confirm if this is acceptable?</p>	Not Considered
33.	II Scope of work; C Post Examination Work; Point vi;	23	Vendor shall address queries of candidates and provide relevant data/information/documents and all necessary support in addressing any legal issues, including but not limited to, RTI, Police matters, Court cases, complaints raised by candidates against NBEMS related to examinations with any authority etc.	<p>We suggest to modify this clause as</p> <p>Note: NBEMS shall address queries of candidates and provide relevant data/information/ documents and Vendor shall provide all necessary support to NBEMS in addressing any legal issues, including but not limited to, RTI, Police matters, Court cases, complaints raised by candidates against NBEMS related to examinations with any authority etc</p>	Not Considered
34.	III Exam Security; Point No II	24	IT in charge and administrative incharge	We suggest to modify this clause as	Not Considered

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			at each centre should be a regular employee of the agency and should be on their pay rolls.	IT in charge and administrative incharge at each centre should be appointed by service provider.	
35.	III Exam Security; Point No v	24	Provision of deployment of mobile phone jammers at each centre.	<p>We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centres as per the applicable government rules and regulations and deploy required manpower for operating Jammers Set-up.</p> <p>Jammer vendors should ensure that no neighbouring buildings and business are affected by jammers.</p> <p>Jammers should be able to handle up to 5G networks within the exam centre</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	Not Considered
36.	VI Digital Evaluation of answer scripts; Point I; Sub Point 18	27	The delivery of Digital Evaluation has to be LAN based at Evaluations Centers.	<p>We suggest to modify this clause as:</p> <p>The delivery of Digital Evaluation has to be Internet based at Evaluations Centers.</p> <p>Advantages of Internet Based Marking upon LAN based Marking</p>	Not Considered

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				<ul style="list-style-type: none"> • Evaluators Mark anywhere, anytime with capability to enforce machine to marker mapping and whitelisting • Evaluators Can mark on laptop, desktop and tablet • AB volume supported - 100K. Requires less number of drives and thereby less number of servers to complete large volumes of marking • Concurrent markers supported - 300 	
37.	VI Digital Evaluation of answer scripts; Point I; Sub Point 47	28	Printing of answer script(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement.	<p>We can create HTML link with all annotations. Printing will be done by candidate or NBEMS.</p> <p>Please confirm if this is acceptable</p>	Not Considered
38.	C Eligibility Criteria: Point No 9:	30	The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN Based Digital Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/	<p>We suggest to modify this clause as:</p> <p>The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN/ Internet Based Digital Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the</p>	Not Considered

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			School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.	customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.	
39.	C Eligibility Criteria: Point No 11: Details of Clientele:	31	Full details of past and current clientele along with their Names and addresses, Value of Contract and supporting documents to be submitted along with the Technical Bid.	Due to confidentiality agreement signed with our clients we cannot share the details as required. Specific reference can be given post selection for NBEMS to directly validate.	Not Considered
40.	C Eligibility Criteria: Point No 17: Blacklisting	31	Bidder should not have been blacklisted by any of the Government/ PSU/ Corporate organizations. An Undertaking in this regard must be submitted by the Bidder.	We suggest to modify this clause as: Bidder should not have been blacklisted by any of the Government/ PSU/ Corporate organizations as on bid submission date. An Undertaking in this regard must be submitted by the Bidder.	Not Considered
41.	XI Time Frame	35	The successful bidder would be required to make the system up and operational within a period of 3 Weeks from Award of Contract.	Our Assessment Product is leveraged by all the customers across the board. The system is up and operational at all the given point of time. With respect to Delivery/ Conduct of CBT for NBEMS the complete requirement gathering will take place as university of the initial project kick off meeting.	Not Considered

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				<p>Any system or operational requirements will be discussed and mutually agreed.</p> <p>A typical lifecycle of Assessment Project varies anywhere between 90-120 days.</p>	
42.	E. Instructions to the Bidder	51	The name and signature of bidder's authorized person should appear on each page of the application	<p>It is logically difficult for our authorized signatory to sign all the pages of the bid document. Hence, as an organizational process, we sign the document using digital signature of authorized signatory for security and ease of operations.</p> <p>The digital signatures are affixed on the last page of the Bid response document along with digital signature on all the annexures and declarations which makes it non-editable.</p> <p>Request NBEMS to accept the same in place of signature</p>	Not Considered
43.	ANNEXURE- II: PART 2 – Details of No. of Employees	54	Entire Table	Part II – Details of No. of Employees Table is similar to Annexure IV details of Technical and Administrative Personnel to be employed for work.	Not Considered

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				We suggest deletion of Part II – Details of No. of Employees	
44.	Additional			We request you to extend the submission date by 10 working days post publishing pre-bid queries clarifications.	Not Considered
45.	D. General Terms and Conditions (GTC); I. Awarding of the Contract; Point 4	32	Successful Bidders shall have to separately enter into an Agreement on the prescribed form on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security/Security Deposit of requisite amount within 15 days from the date of issuance of 'Notice of Award of Contract'. In case of failure to do so, the NBEMS shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.	Successful Bidders shall have to separately enter into an Agreement on mutually agreed terms and conditions on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security/Security Deposit of requisite amount within 30 days from the date of signing the contract . In case of failure to do so, the NBEMS shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.	Not Considered
46.	D. General Terms and Conditions (GTC); II EMD and Performance Security/ Security Deposit; Point 2, 6-8	32	Successful Bidder who are awarded the contract, shall have to deposit a Performance Security @ 3% of the total value of the contract in the form of Demand Draft/Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of 'National Board of Examinations in Medical Sciences, New Delhi' covering the period of	2. Successful Bidder who are awarded the contract, shall have to deposit a Performance Security @ 3% of the total value of the contract in the form of Demand Draft/Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of 'National Board of Examinations in Medical Sciences, New Delhi' covering the period of contract and 60 days beyond	Not Considered

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			<p>contract and 60 days beyond the date of completion.</p> <p>6. If the successful bidder withdraws after the Award of Contract, or violates any of the clauses of the contract, the Performance Security along with Earnest Money would be liable to be forfeited and the Bidder shall be debarred from further tendering at the discretion of the competent authority in NBEMS.</p> <p>7. NBEMS shall invoke the Performance Security in case the selected Vendor fails to discharge the contractual obligations during the period or NBEMS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed Terms & Conditions.</p> <p>8. On successful completion of the contract period, the Performance Security/ Security Deposit shall be returned to the Bidder, subject to there being no claims pending.</p>	<p>the date of completion. After deposit of Performance Security, NBSMS shall return the EMD to the successful Bidder.</p> <p>6. If the successful bidder withdraws after the Award of Contract, or violates any of the clauses of the contract, the Performance Security would be liable to be forfeited.</p> <p>7. NBEMS shall invoke the Performance Security in case the selected Vendor fails to discharge the contractual obligations during the period or NBEMS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed Terms & Conditions provided the failure is for the reasons solely and directly attributable to the Vendor.</p> <p>8. On successful completion of the contract period, the Performance Security/ Security Deposit shall be returned to the Bidder.</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
47.	D. General Terms and Conditions (GTC); III Modification in Scope of Work	33	NBEMS, at any time, during the period of the contract may increase/decrease the scope of work. In such a case, the Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on pro-rata basis, within the time stipulated.	NBEMS, at any time, during the period of the contract may increase/decrease the scope of work. In such a case, the Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on pro-rata basis, within the extended time as agreed by the parties for increase scope of work.	Not Considered
48.	D. General Terms and Conditions (GTC); IV Subletting of the Contract	33	No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBEMS nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Bidder from any liability or any obligation under the contract.	No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBEMS which permission shall not be reasonably withheld or delayed by NBEMS nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Bidder from any liability or any obligation under the contract.	Not Considered
49.	D. General Terms and Conditions (GTC); IV Confidentiality	34	1. The Bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information of the NBEMS or security arrangements (including but not limited to the Assignment Instructions, Schedules and other	1. The Bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information of the NBEMS or security arrangements (including but not limited to the Assignment Instructions, Schedules and other	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>subsequent Agreements) and/or information of the NBEMS. The obligation is not limited to any scope and the Bidder shall be held responsible in case of breach of the confidentiality of NBEMS's information.</p> <p>2. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.</p> <p>3. If the Bidder receives enquiries from Press / News / Media/ Radio/ TV or other bodies / persons, the same shall be referred by the Bidder to NBEMS immediately on receipt of such queries.</p>	<p>subsequent Agreements) and/or information of the NBEMS. The obligation is not limited to any scope and the Bidder shall be held responsible in case of breach of the confidentiality of NBEMS's information.</p> <p>2. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.</p> <p>3. If the Bidder receives enquiries from Press / News / Media/ Radio/ TV or other bodies / persons, the same shall be referred by the Bidder to NBEMS immediately on receipt of such queries.</p> <p>NBEMS shall also protect the Confidential information shared by the Bidder.</p> <p>Every piece of Confidential information should be designated or marked as 'confidential' by NBEMS at the time of disclosure of such information to the Bidder or where disclosed orally being confirmed in writing by NBE within five days of such oral disclosure.</p> <p>This restriction does not limit the right to use information contained in the data if it:</p>	

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				<p>a. Is obtained from another source without restriction.</p> <p>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</p> <p>c. becomes generally known to the public without violation of this Proposal;</p> <p>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</p> <p>e. is required to be provided under any law, or process of law duly executed.</p> <p>The obligation of the Bidder to maintain the confidentiality of the Confidential Information shall survive for a period of 2 years after the expiry or termination of the Agreement.</p>	
50.	D. General Terms and Conditions (GTC); VI Payment Procedure	34	Payment for the services shall be made in Indian Rupees on completion of entire work as per the schedule, without any errors,	Payment for the services shall be made in Indian Rupees on completion of entire work as per the schedulethe bidder shall	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>the bidder shall submit a pre-receipted bill along with the supporting documents. No advance payment shall be made. TDS/Cess at applicable rates will be deducted as per norms.</p>	<p>submit a pre-receipted bill along with the supporting documents. No advance payment shall be made. TDS/Cess at applicable rates will be deducted as per norms.</p> <p>All amounts payable to BIDDER are exclusive of any Taxes. NBEMS will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. All payments due for more than thirty (30) days will attract an interest at the rate of 1.5% 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, Bidder 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 NBEMS and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				invoice is deemed to have been accepted by NBEMS	
51.	D. General Terms and Conditions (GTC); XIII Processing Norms	35	The NBEMS owns the candidate data and the successful Bidder shall only be a Processor/ Service Provider. NBEMS and the vendor acknowledge and agree that the provision of Services under this Tender may require the vendor to interact with NBEMS and suppliers of NBEMS relating to the Services as special agent for and on behalf of NBEMS and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by NBEMS and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor’s compliance with the Processing Norms. NBEMS agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs	The NBEMS owns the candidate data and the successful Bidder shall only be a Processor/ Service Provider. NBEMS and the vendor acknowledge and agree that the provision of Services under this Tender may require the vendor to interact with NBEMS and suppliers of NBEMS relating to the Services as special agent for and on behalf of NBEMS and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided and / or validated and / or accepted by NBEMS and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor’s compliance with the Processing Norms. NBEMS agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions,	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder's compliance with Processing Norms. Further, NBEMS 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.</p>	<p>damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder's compliance with Processing Norms. Further, NBEMS 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.</p> <p>It is agreed between the parties that the NBEMS shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and Vendor will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. NBEMS shall indemnify and keep Vendor indemnified for any loss, damages, claims, penalties, cost and expenses including</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				but not limited to reasonable attorney's fees, in the event Vendor is exposed to any such investigation, enquiry or any similar proceedings.	
52.	D. General Terms and Conditions (GTC); XVI Liquidated Damages/ Penalty	37	<p>1. If any of the stages specified, are either not completed or not completed satisfactorily as per the approved time schedule, forming part of the Agreement due to reasons solely and entirely attributable to BIDDER and not in any way attributable to NBEMS, a penalty of:</p> <p>a) 1.0% of the Exam Value of that particular exam 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 NBEMS, to account for the delay, after adequate opportunity is given to the BIDDER to represent itself.</p> <p>b) 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. NBEMS may rescind this part of the contract and shall be free to get it done from</p>	<p>1. If any of the stages specified are not completed as per the approved time schedule, forming part of the Agreement due to reasons solely and entirely attributable to BIDDER and not in any way attributable to NBEMS, a penalty of:</p> <p>a) 0.5.0% of the Exam Value of that particular exam of the delayed stage of the item, per week (subject to maximum 5%) may be imposed , after adequate opportunity is given to the BIDDER to represent itself.</p> <p>b) 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. NBEMS may rescind this part of the contract and shall be free to get it done from any other agency at its own costs.</p> <p>2. BIDDER hereby acknowledges and agrees that:</p> <p>a) the assessment of the charges as penalties</p>	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>any other agency at the cost of BIDDER.</p> <p>2. BIDDER hereby acknowledges and agrees that:</p> <p>a) the assessment of the charges as penalties provided under this Clause is reasonable;</p> <p>b) the payment of charges as penalties under this Clause by BIDDER are compensation only for the failure to perform the relevant obligation, and are a genuine per-estimate of the damages suffered by NBEMS for the failure to perform the concerned obligation by BIDDER; and</p> <p>c) even if BIDDER has failed to perform an obligation under this Agreement and charges as penalties have been claimed under this Clause, BIDDER is not relieved from the requirement to perform its obligation either then or on subsequent occasions.</p>	<p>provided under this Clause is reasonable;</p> <p>b) the payment of charges as penalties under this Clause by BIDDER are compensation only for the failure to perform the relevant obligation, and are a genuine per-estimate of the damages suffered by NBEMS for the failure to perform the concerned obligation by BIDDER; and</p> <p>c) even if BIDDER has failed to perform an obligation under this Agreement and charges as penalties have been claimed under this Clause, BIDDER is not relieved from the requirement to perform its obligation either then or on subsequent occasions.</p> <p>The overall Penalties and Damages under all the provisions of the Contract shall not exceed 5% of the Exam Value.</p>	
53.	D. General Terms and Conditions (GTC); XVII Termination	37	1. The Agreement under this tender can be terminated by the NBEMS, by giving One Month notice at any time without assigning any reason.	<p>1. The Agreement under this tender can be terminated by the NBEMS, by giving One Month notice at any time without assigning any reason.</p> <p>In such case, NBEMS shall pay the following amounts to the vendor:</p>	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>2. The bidder is also at liberty to terminate the contract by serving atleast Three-month notice.</p> <p>3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner</p>	<p>a) The Contract Price, properly attributable to the parts of the system/project executed by the Vendor as of the date of termination including also the work in progress, up to the date of termination. The term “work in progress” shall include but not limited to the value of deliverables meant for delivery to NBEMS (i) for which service delivery process was initiated by the Vendor or its sub contractor prior to the date of notice of termination of Contract; or (ii) order was placed by the Vendor on its subcontractors , prior to the date of notice of termination.</p> <p>b) The cost of satisfying all other obligations, commitments and claims that the Vendor may in good faith have undertaken with third parties in connection with the contract.</p> <p>c) The cost of all the material, hardware, equipments, and manpower etc, purchased and/or employed by the Vendor for performing its obligations under the Contract.</p> <p>d) The cost of meeting any other obligations towards NBEMS due to such termination.</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>without hampering NBEMS's operations.</p> <p>4. The Contract may be terminated forthwith by the NBEMS by giving written notice to the Bidder, if:</p> <p>(a) Bidder does not provide Services satisfactorily as per the requirements of NBEMS and/or as per Schedule of Requirements.</p> <p>(b) Bidder goes bankrupt and becomes insolvent.</p> <p>(c) In case of breach of any of the Terms and Conditions of Contract, the Competent Authority in NBEMS shall have absolute rights to cancel Contract without assigning any reason thereof;</p> <p>(d) In such an event, nothing shall be payable to the Bidder and the Performance Security/Security Deposit made by the Bidder shall be Forfeited.</p>	<p>2. The bidder is also at liberty to terminate the contract by serving atleast Three-month notice.</p> <p>3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBEMS's operations.</p> <p>4. The Contract may be terminated forthwith by the NBEMS by giving written notice to the Bidder, if:</p> <p>(a) Bidder does not provide Services as per the requirements of NBEMS and/or as per Schedule of Requirements.</p> <p>(b) Bidder goes bankrupt and becomes insolvent.</p> <p>(c) In case of breach of any of the material Terms and Conditions of Contract, the Competent Authority in NBEMS shall have absolute rights to cancel Contract provided the breach is for the reasons solely and directly attributable to the Bidder. ; Prior to providing a written notice of termination to the Bidder, NBEMS shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				<p>be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</p> <p>(d) In such an event the Performance Security/Security Deposit made by the Bidder shall be Forfeited. However, NBEMS shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</p> <p>Bidder shall also have a right to terminate the contract in case of breach of the terms and conditions of the contract by NBEMS which is not cured within period of 30 days of notice to cure the breach.</p>	
54.	D. General Terms and Conditions (GTC); XVIII Completion	38	Completion Certificate shall be issued only after completion of contract, provided no dues are pending in all respects as per the terms & conditions of the tender and the contract has been completed to the entire satisfaction of the NBEMS.	Completion Certificate shall be issued only after completion of contract and the contract has been completed to the as per the agreed scope of work.	Not Considered
55.	D. General Terms and Conditions (GTC); XX Risk Clause	38	NBEMS reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and	NBEMS reserves the right to discontinue the service at any time, if the services are found not to be found as per the agreed scope by giving a show-cause to be replied	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.	within a week and also has the right to forfeit the security deposit.	
56.	E. Instructions to the Bidder; VI Financial Bids Point No 5	41	Rates quoted by the bidder shall remain firm and fixed for the entire period of contract, unless stated otherwise	Subject to increase in taxes duties and levies, introduction of new taxes, increase in minimum wages, increase in prices due to change order, increase in prices due to NBEMS failure to perform its obligations on time, the rates quoted by the bidder shall remain firm and fixed for the entire period of contract, unless stated otherwise	Not Considered
57.	E. Instructions to the Bidder; XII Unsolicited Post Bidding Modifications; Point No 3	48	Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBEMS reserves the right to negotiate with the successful bidder.	Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBEMS reserves the right to negotiate with the successful bidder however, negotiations shall be mutual and NBEMS cannot impose the downward modification in prices to Bidder. Bidder shall have the right to refuse to work below the quoted price without there being any consequences, financial or otherwise.	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
58.	E. Instructions to the Bidder; XV Force Majeure;	49	<p>a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NBEMS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics. (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos (iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.</p> <p>Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NBEMS shall make payment for all the services rendered by the bidder till such date of termination of contract.</p>	<p>a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NBEMS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes, pandemics, and epidemics etc.</p> <p>(ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos (iii) Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. (iv) fire, strikes., lockouts, labour issues etc.</p> <p>In such cases, the time for performance shall be extended by a period(s) not less than duration of such delay.</p> <p>However, NBEMS shall make payment for all the services rendered by the</p>	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
				bidder till such date of termination of contract.	
59.	ANNEXURE-VII DECLARATION	59	3. This declaration is made to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we may be barred from bidding in future against other tenders and shall also be liable to pay compensation, and difference of price as per clause of the tender document and the contract.	3. This declaration is made to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated.	Not Considered
60.	ANNEXURE-VII	60	I,So n/Daughter/Wife of Shri..... Proprietor/Director, authorized signatory of the firm M/s (Service Provider), is competent to sign this declaration and execute this tender document; 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;	I,So n/Daughter/Wife of Shri..... Proprietor/Director, authorized signatory of the firm M/s (Service Provider), is competent to sign this declaration and execute this tender document; 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them subject to the deviation	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.</p>	<p>submitted along with the bid proposal;</p> <p>3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities under appropriate law.</p>	
61.	ANNEXURE - IX INTEGRITY PACT	62	<p>Section 3 - Disqualification from tender process and exclusion from future contracts.</p> <p>If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Annexure-B.</p>	<p>Section 3 - Disqualification from tender process and exclusion from future contracts.</p> <p>If the Bidder(s)/Contractor(s), before award or during the execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of Business Dealings”. Copy of the “Guidelines on Banning of Business Dealings” is annexed and marked as Annexure-B.</p>	Not Considered

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>Section 4 - Compensation for Damages 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.</p> <p>Section 5 – Previous transgression 1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Central or State Government or any other Public Sector Enterprise in India that could justify his exclusion from the tender process. 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”</p> <p>Section 6 – Equal treatment of all Bidders /</p>	<p>Section 4 - Compensation for Damages 2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Performance Bank Guarantee.</p> <p>Section 5 – Previous transgression 1. The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anticorruption approach or with any other Central or State Government or any other Public Sector Enterprise in India that could justify his exclusion from the tender process. 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business Dealings.”</p> <p>Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors 1. The Bidder(s)/ Contractor(s) undertake(s) to</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>Contractors / Subcontractors</p> <p>1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.</p> <p>Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.</p> <p>Annexure-A GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NBEMS. Besides this there would be a penalty of banning business dealings with NBEMS or damage or payment of a named sum.</p> <p>Annexure-B GUIDELINES ON BANNING OF BUSINESS DEALINGS</p> <p>6. Ground on which Banning of Business Dealings can be initiated If the Agency continuously refuses to return / refund the dues of NBEMS without</p>	<p>demand from his subcontractors a commitment in conformity with this Integrity Pact.</p> <p>Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the Contractor 06 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 2 months after the contract has been awarded.</p> <p>Annexure-A GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NBEMS. Besides this there would be a penalty of banning business dealings with NBEMS or damage.</p> <p>Annexure-B GUIDELINES ON BANNING OF BUSINESS DEALINGS</p> <p>6. Ground on which Banning of Business Dealings can be initiated</p>	

Sl.no	Clause No.	Pg No	Content of RFP requiring clarification(s)	Points of Clarification	Comments of NBEMS
			<p>showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law; If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations; Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by NBEMS or not; Established litigant nature of the Agency to derive undue benefit;</p> <p>Continued poor performance of the Agency in several contracts;</p> <p>If the Agency misuses the premises or facilities of the NBEMS, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</p>		
62	Scope of Work	Page No	<p>Biometric</p> <ul style="list-style-type: none"> To provide technical support and manpower to set up Biometric, Aadhaar based Authentication, Iris and 	To ensure the successful examination conduction, various contemporary security measures have been inducted in the	Not Considered

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		08-23	<p>Face ID Kiosks for Biometric, Iris and Face ID Verification on pan India basis as per requirement of NBEMS/Counseling Authorities.</p> <p>CCTV</p> <ul style="list-style-type: none"> • 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 • Capability to provide live feed of test centre CCTV footage at Command Centre on optional basis, if NBEMS requires the live feed. <p>Frisking To ensure availability of proper security, frisking (body pat as well as Hand Held Metal Detector) at the examination centres.</p>	<p>examination process through this tender like:</p> <ul style="list-style-type: none"> • Live CCTV surveillance of exam centres • Manual Frisking of candidates • Aadhaar-based Biometric and touchless IRIS Biometric solutions <p>As per Industry best practice, the Tendering authority should always roll out separate RFP and not make these services a part of scope of Examination conduction agency, as the same would mean that the examination conducting agency itself is entrusted to monitor its work.</p> <p>In such a case, the purpose of enabling IT technology to control impersonation and provide Transparency would not be resolved, as no agency will ever point-out or highlight its own shortcomings.</p> <p>So, the best Industry Practice suggests Tendering authority should hire two separate agencies</p> <ul style="list-style-type: none"> • One for Examination conduction • Second for Supporting Infrastructure or 	

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				<p>Security ancillary services</p> <p>First Agency, Exam conduction Body, will be focused on conduction of examination during examination day and the second agency would be working in real time scenario that will escalate the issues / challenge in real time to the client for immediate and effective resolution.</p> <p><i>Hereby, it is suggested that there should be two separate agencies for examination conduction and supporting infrastructure / audit activities / Security ancillary services.</i></p>	
63	Requesting Additional Clause			<p>Note: We request below clauses to be the part of final agreement</p> <p>1. Scope of Services: 1.1 Services: The scope of Services to be provided by BIDDER to Bidder is as described in Schedule 2. BIDDER will host on BIDDER's Services Environment at BIDDER designated location(s), and/or deploy on designated Bidder systems at Bidder designated location(s) identified in Schedule 2, the BIDDER Application System, for provision of such Services. BIDDER reserves the right to modify the Services Environment without impacting the</p>	Not Considered

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				<p>Services. The Services may commence on the Service Commencement Date identified in Schedule 1, unless the Parties otherwise agree. If the Parties desire to modify the Scope of Services in Schedule 2 in any manner, the Parties agree that such change, to Schedule 2 and its corresponding change to other Schedules hereto shall be implemented in accordance with the Change Control Procedure defined in Schedule 5 hereto.</p> <p><u>1.2 Permitted Use of Services:</u> Bidder's use of BIDDER Applications System shall always be subject to the Use Terms stipulated in Schedule 3. In case the BIDDER Application System includes a third party software (identified in Schedule 2), and where such third party licensor requires Bidder to sign a license agreement, the Bidder 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.</p> <p>2. Obligations of Bidder: Bidder shall ensure that the requisite computing environment if any, as set out in Schedule 2, is set up and maintained to enable its authorized users to access</p>	

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				<p>the Services Environment. Bidder undertakes to comply with all the access authorization and access controls for the Bidder's access to the Services Environment as may be prescribed by BIDDER. Bidder 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 BIDDER. Bidder acknowledges that the Services offered by BIDDER under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services for Bidder's own data processing and business use only and agrees that the Bidder shall not, in any way, commercially exploit the Services otherwise. Bidder 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 Bidder shall notify BIDDER immediately of any unauthorized use of the Services or Services</p>	

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				<p>Environment. Bidder undertakes that all Bidder Data will not infringe the intellectual property rights of any third party.</p> <p>3. Representations And Warranties</p> <p>BIDDER warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope .Notwithstanding the aforesaid, any Services which are provided by BIDDER free of charge or are otherwise not chargeable shall be provided on an ‘AS IS’ basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES TO BIDDER, EXPRESS OR</p>	

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				<p>IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY BIDDER.</p> <p>4. <u>Usage of Third-Party Service Providers</u></p> <p><u>Bidder</u> shall have the right to use third party service providers for certain parts of the services under the Agreement.</p> <p>5. <u>Non-employment</u> The Bidder 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.</p> <p>5. <u>Entire Agreement.</u> 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</p>	

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				<p>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 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</p>	

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				<p>survive the termination of this Agreement</p> <p><u>USE TERMS for BIDDER Application System (BIDDER proprietary)</u></p> <p>These Use Terms will govern the Use by Bidder of BIDDER Application System (more specifically described in Schedule 2), during the Contract Term of the Agreement for Services effective</p> <hr/> <p>(“Agreement”) signed between Bidder named herein below and Tata Consultancy Services Limited (“BIDDER”).</p> <p>1. DEFINITIONS</p> <p>The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:</p> <p>“Target Environment” shall mean Services Environment or Bidder Environment, as specified in the Schedule 2 with respect to each component of the BIDDER Application System. “Services Environment” has the meaning ascribed to it in the Agreement. “Bidder Environment” has the meaning ascribed to it in the Agreement. “Use” means using and/or accessing the BIDDER Application System by the Authorized Users, whether it is installed on Bidder Environment or on the Services Environment, for the</p>	

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				<p>purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the BIDDER under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.</p> <p>2. USAGE RIGHTS AND RESTRICTIONS</p> <p>2.1 <u>Usage rights.</u></p> <p>(i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the BIDDER Application System by BIDDER or upon BIDDER permitting access to Bidder of the BIDDER Application System through any means, BIDDER hereby grants to Bidder the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the BIDDER Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the BIDDER Application System other than on Target Environment, (b) permit Use of the BIDDER Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the BIDDER Application System to any Person other than Authorized User. Any</p>	

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				<p>extension or change of the contractual use of the BIDDER Application System requires BIDDER' prior written consent and authorization. Bidder is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Bidder. Bidder will indemnify and defend the BIDDER in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users.</p> <p>(ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Bidder any ownership rights and interest or title in or to the BIDDER Application System any Intellectual Property Rights therein nor do they permit Bidder to make derivative works or to make copies of the BIDDER Application System. To the extent that BIDDER Application System consists of any software codes, such material, when delivered to Bidder pursuant to this Use Terms, shall be delivered by BIDDER in Object Code form only and Bidder shall not have any right or license</p>	

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				<p>with respect to the Source Code or data base design of the BIDDER Application System.</p> <p>2.2 <u>Proprietary and Confidentiality Markings or Notices.</u> Bidder shall retain all of BIDDER's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the BIDDER Application System. Bidder shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of BIDDER's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the BIDDER Application System or components thereof provided to Bidder hereunder. Bidder shall not remove or alter BIDDER's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the BIDDER Application System or any part thereof including the documentation.</p> <p>2.3 <u>Restrictions on Copying.</u> Copying of the BIDDER Application System is prohibited except with <u>BIDDER's prior written consent and authorization.</u> Neither Bidder nor any Authorized User is authorized to sell, license, sublicense, distribute,</p>	

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				<p>assign, transfer or distribute or timeshare the BIDDER Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Bidder is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, decompile, recreate, enhance or modify the BIDDER Application System or any part thereof or to create enhancements to or derivative works of the BIDDER Application System or any portions thereof.</p> <p>2.4 <u>Trademarks</u>. Bidder will have no rights in any trademarks or service marks or trade names adopted by the BIDDER and/or its licensors for the BIDDER Application System or any part thereof.</p> <p>2.5 <u>Breach</u>. Should the BIDDER Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, BIDDER shall notify Bidder in writing requiring Bidder to cure the breach of Use Terms and if Bidder does not cure such</p>	

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				<p>breach within 10 days (or such other period that the BIDDER may permit upon Bidder's request), of receipt of written notice from BIDDER then BIDDER shall be entitled to terminate the Use rights granted hereunder in respect of such BIDDER Application System, without prejudice to any other rights or remedies BIDDER may have under this Use Terms or otherwise.</p> <p>3. OWNERSHIP AND PROPRIETARY RIGHTS Bidder acknowledges and agrees that BIDDER does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the BIDDER Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Bidder. Nothing contained herein shall be construed as a transfer, assignment or conveyance by BIDDER to Bidder of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the BIDDER Application System or any enhancements, upgrades or derivative works thereof.</p> <p>4. MISCELLANEOUS In the event of any conflict between the provisions of this Use Terms and those in</p>	

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				the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Bidder and BIDDER specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the BIDDER Application System.									
64	Requesting Additional Clause			<p>Additionally, we would also suggest adding below mentioned services to curb the malpractices during exams and aid the relevant authorities at every step of the examination to clear out all possibilities of fraud and misconduct:</p> <table border="1"> <thead> <tr> <th>Key Challenges in Examination process</th> <th>Proposed Solution / Services</th> </tr> </thead> <tbody> <tr> <td>Lack of secure & authentic communication network between Exam Centre & Control Room</td> <td>CONNECTview: Advanced SIP-based Phone Solution for seamless communication during examination</td> </tr> <tr> <td>Entry of unauthorized Personnel within the exam venue</td> <td>SeQRview: Restricting Entry of Unauthorized Personnel by Providing Offline QR Code with Color Coded ID Cards to Authorized Staff only</td> </tr> <tr> <td>No mechanism to match candidate's photo with their facial features</td> <td>Photoview: Advance Candidate Photo Quality and Matching Solution in real time</td> </tr> </tbody> </table>	Key Challenges in Examination process	Proposed Solution / Services	Lack of secure & authentic communication network between Exam Centre & Control Room	CONNECTview: Advanced SIP-based Phone Solution for seamless communication during examination	Entry of unauthorized Personnel within the exam venue	SeQRview: Restricting Entry of Unauthorized Personnel by Providing Offline QR Code with Color Coded ID Cards to Authorized Staff only	No mechanism to match candidate's photo with their facial features	Photoview: Advance Candidate Photo Quality and Matching Solution in real time	Not Considered
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