

CORRIGENDUM

to

Tender Document (10/8/2020)

for

**Conduct of Hybrid Examinations (Offline)
And Digital Evaluation of Answer Scripts**

2020



National Board of Examinations

Ansari Nagar, Medical Enclave

New Delhi-110029

(www.natboard.edu.in)



Fact Sheet

Sr. No.	Particulars	Details
1	Tender for	Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer Scripts
2	Publication Date	10/8/2020
3	Period of Contract	3 years
4	Estimated Cost	Rs 7,50,00,000/- (excluding. GST) for 3 years.
5	Selection Method	Quality and Cost based Selection (QCBS)
6	Tender Documents available at	https://natboard.edu.in/tenders.php https://eprocure.gov.in/epublish/app
7	Earnest Money Deposit	Rs 22,50,000/- only (payable as Demand Draft/FDR/Bank Guarantee drawn in favor of National Board of Examinations, New Delhi)
8	Nodal Officer	Joint Director (DoEC), National Board of Examinations
9	Last date for Pre bid queries	13/9/2020: 6 pm (through Email at admin5@natboard.edu.in)
10	Pre bid conference	18/9/2020: 3 pm (at NBE Office, Sector-9, Dwarka, New Delhi)
11	Last date of bid submission	28/9/2020: 12 noon (at National Board of Examinations, NAMS Building, Ansari Nagar, New Delhi-29)
12	Opening of Technical bid	28/9/2020: 4 pm (at NBE Office, Sector-9, Dwarka, New Delhi)
13	Opening of Financial bid	Shall be communicated through Email. (only Technically compliant Bids shall be opened)
14	Commencement of Work	1 st November, 2020 onwards

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National Board of Examinations

(Autonomous body of Ministry of Health & Family Welfare, Govt. of India)
NAMS Building, Medical Enclave, Ansari Nagar
New Delhi - 110029

No.: NBE/Admin/Tender/Hybrid/2020/

dated:7/9/2020

CORRIGENDUM

to

Tender Document (10/8/2020)for

Conduct of Hybrid Examinations (Offline)

And Digital Evaluation of Answer Scripts

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 Three-year Post Graduation level course namely the Diplomate of National Board (DNB) and a Two years Fellowship Courses.

2. NBE invites Tenders under two bid system (Technical & Financial) from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation of Offline Examination Systems and Digital Evaluation of Answer scripts of various office examinations conducted by the National Board of Examinations, as detailed out in the Scope of Work of this Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this Tender Document.

3. The Tender document can be downloaded from NBE's web site (www.natboard.edu.in) or Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>).

A. Background Information

1) Project Background

NBE intends to implement a system that will manage various office examinations processes. The desired system shall mainly comprise of the following activities:

- Application Management
 - Online application designing and hosting
 - Setting-up of Help desk
 - Generation / Download of Admit cards
- Management of Examination Centres across the country.
- Provide secured software for Question paper/s creation
- Conduct of offline examination
- Scanning and processing of Answer scripts
- Digital Evaluation of the Answer scripts
- Preparation/compilation of Result
- Generation of Merit List

2) Key Information

Details of Examinations						
Name of Examination (Paper & Pen Mode)	Frequency of Exam in a Year	No. of Candidates per Session	No. of Days per exam	No. of Sessions per day	No. of pages in each Answer Script	Tentative No. of total Answer Scripts
DNB Final Theory (DNB)	Twice	6000	4	1	20	105000
Fellowship of National Board Exit Examination	Once	300	1	1	20	600
Formative Assessment Test (FAT)	Once	7000	1	2	20	28000
Any other Examination	-	-	-	-	-	-
Total		13300	6			133600

Note: All figures are tentative and subject to change

B. Scope of Work /Services

Scope of Work has been divided into following phases:

- 1) Online application management
- 2) E-admit card management
- 3) Secured question paper authoring software
- 4) Exam Center management
- 5) Exam day activities
- 6) Scanning of Answer Scripts
- 7) Digital evaluation of Answer Scripts
- 8) Results & Merit Generation
- 9) Security measures
- 10) Infrastructure and manpower requirement

Note – Following shall be made available by NBE:

- Question papers for the conduct of examination, Specialty-wise
- Answer scripts (20 pages/ 02 sides)
- Evaluators and reviewers for Evaluation activity
- Business Rules for merit list generation

1) Online application management

- a) The Bidder should design the Online Application Form for candidates to register themselves for the examination and make online payment of exam fees.
- b) The registration module should have the following requirements in the Application portal:
 - (i) Applicant's basic details such as name, parents' details, year of passing, Board, choice of city, mark sheet of qualifying examination pdf or jpg uploaded along with other important fields of information.
 - (ii) Integration with Bank for online payment.
 - (iii) Online validation of applications based upon the eligibility criteria
 - (iv) Notifications to the candidates via email and mobile SMS
 - (v) The candidate should also be able to download and take a printout of the Application Form.
- c) The Bidder shall provide help to candidates through a Call Center (telephone/email) ensuring service High Quality on all working days.

2) E-admit card management

- a) The bidder shall allocate candidates to examination centers as per the guidelines issued by NBE and generate e-admit cards accordingly.
- b) The e-Admit Card should be designed as per requirement of NBE.
- c) The Bidder should make provisions for downloading of Admit Card.
- d) Notifications to the candidates via email and mobile SMS.
- e) The Bidder shall provide help to candidates through a Call Center (telephone/email) ensuring service quality on all working days.

3) Secured question paper authoring software

- a) The bidder shall provide a secured question paper authoring platform for secured question paper creation by NBE.
- b) The Question Paper authoring software should support creation of question papers with various types of questions with various difficulty levels with multi lingual (English & Hindi) support.
- c) The Bidder shall securely transmit, download, install and implement Question Papers from NBE's location to the Monitors of respective candidates at the examination centers.

4) Exam Center management

- a) The Bidder shall identify required Exam Centers in the major cities across India ensuring that 10% of the systems are available as backup per shift i.e. if 100 systems are to be used, the center shall have 110 systems available per shift. Bidder's having self-owned infrastructure will be given preference.
- b) The Bidder shall ensure that all Exam Centers have the prescribed Hardware, Software, Internet and LAN connectivity for conducting Examinations.
- c) The Bidder shall provide UPS facilities and Generator back-ups at all Exam Centres to ensure for un-interrupted power supply.
- d) The Bidder shall carry out periodic Audits at Exam Canters for
 - (i) Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - (ii) Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - (iii) Working condition of UPS and Generator sets.
 - (iv) All other infrastructure arrangements for the conduct of examinations.

- e) The Bidder shall ensure availability of clean drinking water and separate toilet facilities for both Boys and Girls at each examination center.
- f) The Bidder shall provide adequately trained Technical Manpower / Personnel at each examination center as per the ratio mentioned below:

(i)	Examination Centre Administrator	1
(ii)	IT Manager	1 per 250 nodes (minimum 1 per center)
(iii)	Invigilators	1 per 30 candidates
(iv)	Support Staff	Minimum 1 per 100 students (Suitability need to be justified as per centers)
(v)	Security Guards	Minimum 1 per 100 students (Suitability need to be justified as per centers)
(vi)	Peons	Minimum 2 per 100 students

The above staff should be increased proportionately on the basis of size of the center and number of nodes for the examination.

- g) The Bidder shall host and manage the examination process through Intranet based solution at Exam Centers.
- h) The Bidder shall arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for exam at Exam Centers.

5) Exam day activities

- a) The Bidder shall ensure checking of original documents and Admit Card of all candidates at the entry gate of each examination centre.
- b) The Bidder shall ensure availability of proper security/ frisking at the examination centers. Separate frisking facilities for female candidates. Only female staff will frisk female candidates. Frisking must be done by Hand Held Metal Detectors (HHMD).
- c) The selected bidder shall ensure complete Biometric Registration process of the candidates (digital photo, finger print etc.) and allow candidates to appear for exam at Exam Centre through randomly allotted seat/machine. Biometrics taken at this stage shall be used later for authentication purposes during interview or joining of selected/shortlisted candidates.
- d) Individual password shall be given to each candidate by the Bidder at the examination center after the biometric registration process.

- e) The Bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card
- f) NBE's representative will hand over physical Answer Scripts to the bidder's representative for distribution of the same to the candidates prior to the examination.
- g) Sufficient time of 10 minutes shall be allotted before the exam for providing orientation to the candidates on the structure of the exam, time limits and guidelines for answering the question papers.
- h) Candidates must write their unique roll number on the answer sheet provided.
- i) The Examination shall be pen and paper based with the questions being provided in a digital format.
- j) The Bidder shall have a contingency plan for Student management/Shifting in case of any emergency.
- k) Bidder should have capabilities of CCTV surveillance system to monitor and capture the activity of candidates /centres. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured. CCTV camera feeds should be stored locally.
- l) CCTV camera should record Exam Center activities from 30 minute before to 30 minutes after the examination. The bidder will be required to handover the CCTV camera feeds to NBE for all the examination within 20 days after the examination after its proper sealing.
- m) The Bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the Bidder in the Office of National Board of Examinations at New Delhi. The data should be real time data generated from each Exam Centre during the examination.
- n) After exam bidder will collect all the answer scripts from the candidates, sort and pack them in tramper proof packets both used and unused answer scripts separately.
- o) The answer scripts would then be handed over to NBE's representative at the centre.

6) Scanning of Answer Scripts

- a) Scanning center will be established in the Office of National Board of Examinations at New Delhi.
- b) Answer Scripts in sealed bags /packets will be received by the bidder at the scanning center for further processing.

- c) Bidder to ensure sufficient number of scanners and required expertise manpower should be available to complete the entire work within 7 days of receipt of the Answer Scripts at the Scanning Centre.
- d) The NBE will provide UPS facilities and Generator facility at the scanning center for un-interrupted power.
- e) All the manpower involved in the scanning work should be engaged by the Bidder and the secrecy of the Answer scripts will be the responsibility of the bidder.
- f) Scanning should be done by cutting the spine of the Answer scripts by deploying appropriate Scanners. All the pages of the scripts should be accounted for and identified with the scripts ID number.
- g) Scanned Answer Scripts are to be securely uploaded to the Bidder's Data Center and then made available to the Evaluator at the evaluation center for Digital Evaluation.

7) Digital evaluation of answer scripts

- a) An Evaluation center with prescribed Hardware, Software, Internet and LAN connectivity will be established in the Office of National Board of Examinations at New Delhi. Evaluation Centres outside Delhi may also be established as per requirements.
- b) Training of Reviewers /Evaluators and Confidential Section staff of NBE on Digital Evaluation towards capacity building of all stakeholders.
- c) The evaluation software should have role base Security Mechanisms.
- d) The NBE will provide Uninterrupted Power Supply (UPS) and Generator backup at the evaluation center.
- e) Evaluation center should have a minimum capacity of 110 systems per shift including 10% buffer.
- f) Bidder should provide unique username/ password to the evaluators at the Evaluation Center.
- g) Evaluators to be provided by NBE at the Evaluation Center.
- h) Bidder to maintain complete log of all activities of evaluators during the course of evaluation to enable complete Audit the Evaluation process.
- i) Bidder to calculate marks obtained by each candidate
- j) Bidder should deploy a system for monitoring and supervision of evaluation Center activities (Centre level/ evaluator level) by the competent authority.
- k) Bidder should ensure encrypted transfer/export of the data including raw scores data from local computers to Central Data Center.

- 1) Features required in Digital Evaluation Software:
 - (1) Provision for automatic back up of evaluated answer scripts.
 - (2) User account management i.e. addition, modification and deletion of Evaluator and Moderator.
 - (3) Answer scripts management i.e. mapping of answer scripts.
 - (4) Security setting for setting of passwords.
 - (5) Provision for marking of questions by Evaluator as Evaluated, Optional, Marked for review or Not Attempted.
 - (6) Evaluated check box to ensure that Evaluator has visited each and every page of an Answer Script.
 - (7) Evaluator comment box for each question.
 - (8) Provision for zooming of Answer Scripts for proper viewing.
 - (9) Provision for skipping of an Answer Script by an Evaluator if the same is in different medium / subject or not properly scanned with reason.
 - (10) Provision to Save an answer script as draft to evaluate at a later stage on the same day.
 - (11) Provision for reviewing of any answer script by the Moderator.
 - (12) Provision for viewing of evaluated answer scripts by the Moderator.
 - (13) There has to be a Command Center to control the entire Evaluation Activities.
 - (14) Provision of forecasting report of evaluation to enable NBE to know the timeline to complete the entire evaluation process and number of evaluators/ moderators required.
 - (15) Provision of restriction of evaluation/ reviewing time as the evaluators and moderators can perform actions only in the time stipulated by NBE
 - (16) There should be dashboard displaying the following:
 - (i) Daily and consolidated Evaluators' attendance
 - (ii) Daily and consolidated Moderators' attendance
 - (iii) Daily and consolidated Specialty wise Evaluator details
 - (iv) Daily and consolidated Specialty wise Moderator details
 - (v) Skipped Answer Script details (till date)
 - (vi) Overall Specialty wise Evaluation (till date)
 - (17) Providing password to each and every Evaluator through Authorized Representative nominated by NBE and the password has to be changed on the 1st day.

- (18) The delivery of Digital Evaluation has to be LAN based at Evaluations Centers.
- (19) Date wise working hours report of Evaluators and Moderators
- (20) Availability of answer scripts, question paper and marking scheme on the computer nodes of each and every Moderator and Evaluator.
- (21) After scanning of answer scripts, the delivery of digitized answer scripts to the Evaluators can be by any secured mode.
- (22) Enabling of security settings for Moderators authentication.
- (23) Maintaining Audit log of each and every Moderator, Evaluator and IT Manager of Digital Evaluation agency.
- (24) Provision for Forgot Password and Secret question settings.
- (25) Annotation of each and every question and page of answer scripts.
- (26) Provision of timer on computer node of each and every Evaluator to know the time taken in evaluation of each answer script.
- (27) Provision for Specialty wise selection of answer script.
- (28) Provision of message broadcasting to evaluators/moderators
- (29) Provision for configuration of multi-lingual question paper.
- (30) Provision of selection of question paper by Evaluator. If a Specialty has multiple question papers with set categorization, the evaluator can choose the appropriate question paper from the question paper list
- (31) Provision of re-opening of submitted Answer scripts by Moderator for evaluation in case of any need for correction on the same day of evaluation.
- (32) Evaluators and Moderators online feedback.
- (33) Provision for review based on the rules shared (No. of Answer scripts will be reviewed)
- (34) Provision of setting of minimum time of evaluation of an answer script to avoid fast and possibly inaccurate evaluated answer script.
- (35) Setting of limit/ceiling for maximum no. of scripts to be evaluated by an Evaluator.
- (36) Mandatory provision for evaluation of 10% (can be changed from time to time) answers scripts by the Moderator.
- (37) Detailed Audit log of Digital Evaluation.
- (38) Provision for PDF / JPEG/ HTML view of Answer scripts.
- (39) Provision for Specialty wise Evaluator report for moderator to generate the report of Evaluation for a subject-medium-evaluator combination during any date range in the Evaluation period.

- (40) Provision of viewing Answer Script in Landscape/Portrait orientation
- (41) Provision of revisiting/ editing the marks/ evaluation by evaluator of evaluated Answer Scripts the day.
- (42) Provision of easy assignment of marks as the evaluator can assign full or 0 marks for an answer by selecting the same from the drop down at the question level. In case of sub-questions, the full or 0 marks are awarded automatically
- (43) Provision of keyboard shortcuts to enable evaluator to evaluate the answer scripts faster
- (44) Provision for Evaluation of answer scripts by two (2) different evaluators (Specialty wise). The provision also should be provided to select best of the two or average scores and if the discrepancy is more than the set limit (10% or 15%), the answer script will be reviewed by the Moderator of the subject and medium to which he/she is mapped.
- (45) The software should have an enhanced search operation facility to enable moderator to view the details of an individual answer script and the percentage range for viewing the evaluated / reviewed answer scripts by specifying the answer scripts code
- (46) The following reports needs to be generated by the Digital Evaluation software:
 - (i) Date wise Moderators and Evaluator attendance report
 - (ii) Specialty wise Evaluator detailed report
 - (iii) Specialty wise Moderator detailed report
 - (iv) Skipped answer scripts' detailed report
 - (v) Overall Specialty wise Evaluation report
 - (vi) Evaluator detailed report
 - (vii) Variance report in case of discrepancy in the marking of Evaluator (s) and Moderator(s)
- (47) Printing of answer script(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement.
- (48) The re-evaluation process has to be carried out by evaluators.

8) Results & Merit Generation

- a) The Bidder shall ensure generation of Results and Merit list based on the rules/validation shared by NBE.
- b) The Bidder should host the Results and Merit list.

- c) The bidder should support biometric verification of shortlisted/selected candidates during joining formalities. The bidder should be able to utilize the candidate biometric data captured at test center before exam for biometric verification purpose for joining formalities of selected/shortlisted candidates.

9) Security measures

- a) The Bidder shall prepare and provide Standard Operating Procedure (SOP) for all processes for safe and secure conduct of examination and Digital Evaluation along with rules for contingency and exception handling/ emergency procedures.
- b) The Bidder is expected to draw the Examination plan and design the examination processes as follows:
- **Complete Security management processes**
 - Physical Security
 - Information Security
 - Server Security
 - Network Security
 - **Candidate handling process**
 - Mapping of candidates details with Exam Centers
 - Validation and verification of identity
 - Frisking of candidates using hand held metal detectors (HHMD)
 - Attendance and biometric (photograph and thumb impression) handling
 - Machine/seat allocation and handling of security parameters
 - Bulk/individualized SMS
 - Bulk/individualized emails
 - Customer care number for responding to queries
 - **Designing the Evaluation Plan and Processes in consultation with NBE at:**
 - Scanning Centres and Evaluation Centers.
 - Complete Security management processes (Physical and IT for scanning center and Evaluation Centers etc.)
 - Evaluator handling processes.
 - Click by Click Audit processes.
 - Other related processes involved for evaluation

- **The Bidder shall provide documented inputs and support for handling**
 - Candidates queries
 - RTI queries
 - Court Cases

10) Infrastructure and Manpower requirement

- a) The Bidder shall provide specifications for Hardware and Software required at all stages of the examination and evaluation.
 - Application management and generation of Admit cards
 - Exam Centers
 - Scanning Centre (centralized scanning center)
 - Evaluation center (centralized evaluation center)
 - Devices and systems to be used for authentication and audit trail mechanisms required for examination and evaluation
- b) The Bidder shall provide consulting, training and manpower support to handle the entire Examination and Digital Evaluation. The required Hardware, Software, networking including Internet (leased line) shall be installed by the Bidder on lease/rent basis, whose cost would be covered under the commercial bid.

Note:

- **Test Data Archiving:** The Bidder shall archive the Examination Data (excluding CCTV footage) **for a period of One year from the conclusion of the activity** for future references after specified time, as per requirement of NBE. CCTV footage will be handed over to the client within 20 days once assessment is over and this shall not be retained by the Bidder. Remaining examination related data like answers, results, logs etc. will be retained by Bidder as long as Contract is valid.
- **MIS generation/ customized reports:** The Bidder shall provide adequate information to the Examination Confidential Section as per the requirement of NBE.

11) Platform Level Requirement:

- a) The proposed software must be In-house developed by the bidder and the bidder must own the complete source code of the software. They must have the copyright of the source code and all its components. Bidders should preferably have CMMI certificate in Development.

- (i) The bidder should have all the necessary components and dependency of source code of the proposed software in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by NBE must be met immediately. The bidder should have more than 100 Technical employees working 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 or self-declaration should be submitted.
 - (ii) Different versions of Software code should be managed appropriately in a standard version control system within the organization.
 - (iii) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - (iv) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale assessments. Testing should not be limited to system features and functionality. The system used to conduct the exam must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
 - (v) The bidder 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.
 - (vi) The bidder should have In-house Quality Assurance group and a strong quality management system to do quality check of the software.
 - (vii) Proper security provision for source codes shall be maintained.
- b) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
 - c) The bidder must use 256-bit encryption for Question paper transfer.
 - d) The bidder should be able to support the entire solution (across INDIA) and response in a reasonable timeframe.
 - e) The system should support question randomization with option shuffling ensuring that no two question papers are alike.

Contd...

C. Eligibility Criteria

- 1. Legally Valid Entity:** Bidder shall necessary be a legally valid entity either in the form of Registered Proprietor/Partnership/LLP/Private Limited/Limited Company registered in India and should be operating in India for a minimum of 5 years with an objective of offering relevant Examination and evaluation services that are the subject matter of this Tender. Self-attested copy of Registration Declaration of ownership of the firm/Incorporation of the Company/LLP to be enclosed.
- 2. Location:** Bidder should have its registered office/Branch Office/ Service Centre/ in India and shall submit proof of the same.
- 3.** The Bidder should be a Company registered in India and is NOT from a country that shares a land border with India. A certificate to this effect should be furnished as **Annexure VIII** in accordance to Deptt. Of Expenditure, Govt. of India O.M. No. 6/18/2019-PPD dated 23/7/2020.
- 4. Registrations:** Bidder should have PAN, GST, Self-attested copy of each registration / certificate is to be furnished alongwith the bid.
- 5. License:** The Bidder should also be registered under the relevant laws and possess a valid License issued by the Authority to provide services under this tender.
- 6. Consortium:** The bidder should participate as a single entity. Bids from Consortium or group companies shall be summarily rejected. Experience as a consortium partner will not be considered.
- 7. Average Annual Turnover:** Bidder should have a minimum Average Annual Turnover **greater than Rs. 20 Crore**, specifically in the business of Examination business, during last 3 Financial Years. (Attach documentary evidence such as Copies of ITR, Audited Balance Sheets, P&L Account or Certificate issued by a Chartered Accountant (CA)).
- 8.** The bidder should not have incurred any loss during last three years up to financial year ending 31stMarch 2019.
- 9. Experience of Similar Work:** Bidder should have an experience of atleast3 years in relevant field and must have successfully completed minimum 3 projects of similar nature in Govt. Sector/PSUs/ Reputed Companies.

10. The bidder must have successfully executed conduct of Hybrid Examinations (off-line) in all India basis, with a capability of 15,000 or more candidates appearing in a single shift. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. (Bidder's past achievement in this regard shall be considered for technical evaluation).
11. 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/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.
12. **COVID-19 SD-50 norms:** The bidder should have capability of Conducting Hybrid/CBT Examinations in COVID-19 environment complying to Social Distancing-50 norms issued by the Government of India from time to time. Proof of the same to be enclosed.
13. **Details of Clientele:** 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.
14. The bidder must have primary Data Center with DR site infrastructure for data Security. Both the Primary and Secondary Data Centers should be located in India in different Seismic zones. The Data Center must be Tier III and ISO certified and in accordance to Government of India Guidelines. The infrastructure of data centres should be preferably Owned by the bidder and Cert-in certified.
15. The bidder must submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.
16. The bidder must have authorized and globally accepted certifications i.e. ISO-27001, ISO 20000, ISO 9001 and SEI CMMi Level 3.
17. The Bidder should have infrastructure in all the major cities across India with validated Owned/Leased nodes capability of atleast 50,000 having appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc.(Proof to be submitted).

- 18.** The contract shall be on “End to End outsourced basis” and the bidder should have all relevant facilities and logistics available to execute the work. Bidders should preferably have CMMI Certificate in Services.
- 19.** 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.
- 20.** Bids not satisfying the above eligibility criteria / not accompanied by the requisite documentary proofs shall be rejected on Technical grounds and shall not be considered further for evaluation of Bids.

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D. General Terms and Conditions (GCC)

I. Awarding of the Contract:

1. The Contract shall be awarded to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined in this tender document.
2. Prior to the expiration of the validity period, NBE will notify the successful bidder in writing or by Email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, NBE may request the bidders to extend the validity period of the bid.
3. Bidder will be required to submit the acceptance of the 'Notice of Award of Contract' in respect of the Contract awarded. Successful bidder will return one copy of the 'Notice of Award of Contract' to NBE duly acknowledged, accepted and signed by the Authorized Signatory, within three (3) days of receipt of the same.
4. Successful Bidders shall have to separately enter into an Agreement on the prescribed form on anon-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 NBE shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.
5. The notification of award will constitute the formation of the Contract. Upon the successful bidders furnishing of Performance Security, NBE will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Security and signing of Contract.

II. Performance Security/ Security Deposit

1. Successful Bidder who are awarded the contract, shall have to deposit a **Performance Security @ 10%** 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, New Delhi**' covering the period of contract and **60**days beyond the date of completion.

2. In case the contract is extended, the Performance Security/ Security Deposit will have to be extended accordingly by the respective Bidder.
3. All incidental charges such as premiums, commission etc. in respect of Performance Security shall be borne by the bidders.
4. Not depositing Performance Security within the stipulated time shall render the contract invalid and may also lead to forfeiture of EMD, at the discretion of NBE. No interest shall be paid on the Performance Security / Security Deposit.
5. 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 NBE.
6. NBE shall invoke the Performance Security in case the selected Vendor fails to discharge the contractual obligations during the period or NBE incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed Terms & Conditions.
7. 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.

III. Modification in Scope of Work

NBE, 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.

IV. Subletting of the Contract

No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBE 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.

V. Confidentiality

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 NBE or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the NBE. The obligation is not limited to any scope and the Bidder shall be held responsible in case of breach of the confidentiality of NBE's information.
2. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.
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 NBE immediately on receipt of such queries.

VI. Payment Procedure

Payment for the services shall be made in Indian Rupees on completion of entire work as per the schedule, without any errors, the bidder shall submit a pre-receipted bill along with the supporting documents. No advance payment shall be made. TDS at applicable rates will be deducted as per norms.

VII. Statutory and Other Obligations

1. The bidder shall comply with the provisions of all statutes, ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this tender document and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
2. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws.

VIII. Relationship between parties

1. In performing services under this tender, the bidder shall at all the times act as an independent Entity. Nothing contained in this tender document shall be construed to create any relationship of agency, partnership, association, joint venture or any such other relating. Bidder shall not act or attempt or represent itself as an agent of NBE. Neither the Bidder nor any of its directors, partners or members shall have right to bind NBE or any of NBE's employees, directors, officers or representative in any manner.

2. The personnel of the Bidder deployed under this contract, shall not be the employees of the NBE and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract.

IX. Period of Bid Validity

1. **Bids shall remain valid for 90 days** from the date of Bid Opening. Any Bid valid for a shorter period than the period specified shall be rejected as non-responsive.
2. In exceptional cases, NBE may seek extension of the bid validity period, where the process could not be completed for any reason.

X. Contract Duration

The contract shall be initially awarded for a period of **3 year**, extendable further on mutual consent of both the parties.

XI. Time Frame

The successful bidder would be required to make the system up and operational within a period of 3 Weeks from Award of Contract.

XII. Information Security and Data privacy

- a) The successful Bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.
- b) The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

XIII. Processing Norms

The NBE owns the candidate data and the successful Bidder shall only be a Processor/ Service Provider. NBE and the vendor acknowledge and agree that the provision of Services under this Tender may require the vendor to interact with NBE and suppliers of NBE relating to the Services as special agent for and on behalf of NBE and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided by NBE 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. NBE 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 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, NBE 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.

XIV. Quality Assurance

1. Without limiting its other obligations hereunder, BIDDER shall implement and maintain all reasonable and prudent quality monitoring, verification and assurance processes and procedures to manage and facilitate its performance of this Tender, including implementing tools and methodologies, to ensure that the Services are performed in accordance with this Tender. Without limiting the foregoing, BIDDER will:
 - a) maintain a strong control environment in day-to-day operations;
 - b) maintain an internal control reporting function sufficient to monitor the processes and systems used to provide the Services (i.e., perform audits, track control measures, communicate status to management, drive corrective action, etc.);
 - c) promptly provide to NBE such reports and measures of the activities performed, associated findings, status of follow-up activities, summary of control incidents and related corrective action as NBE may request from time to time.
2. BIDDER will have as at the Effective Date and will maintain throughout the Term all independently audited quality certifications relevant to the performance of the Services by BIDDER and will provide copies of its certifications under such programs and any relevant audit or report documentation whenever so requested by NBE.
3. BIDDER shall continuously and incrementally improve its performance of the Services provided under this Tender, including, so as to give effect to developments in the market for services similar in scope, scale and geographic coverage to the Services.

XV. Delays by BIDDER

1. The activities/scope of Services 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 Tendered work, BIDDER encounters conditions impeding the timely delivery of the items and the performance of the Services, BIDDER shall promptly notify to the NBE in writing the fact of the delay, its likely duration and its cause(s). NBE will evaluate the situation and in the exceptional circumstances and in the interest of work may extend the 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 at its own discretion.
2. Delay on part of BIDDER in the performance of its delivery obligations shall render BIDDER liable to the imposition of penalty unless an extension of time is agreed upon and termination of this Agreement.

XVI. Liquidated Damages / Penalty

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 NBE, a penalty of:
 - 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 NBE, to account for the delay, after adequate opportunity is given to the BIDDER to represent itself.
 - 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. NBE may rescind this part of the contract and shall be free to get it done from any other agency at the cost of BIDDER.
2. BIDDER hereby acknowledges and agrees that:
 - a) the assessment of the charges as penalties provided under this Clause is reasonable;
 - 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 NBE for the failure to perform the concerned obligation by BIDDER; and

- 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.

XVII. Termination

1. The Agreement under this tender can be terminated by the NBE, by giving One Month notice at any time without assigning any reason.
2. The bidder is also at liberty to terminate the contract by serving atleast Three-month notice.
3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBE's operations.
4. The Contract may be terminated forthwith by the NBE by giving written notice to the Bidder, if:
 - (a) Bidder does not provide Services satisfactorily as per the requirements of NBE and/or as per Schedule of Requirements.
 - (b) Bidder goes bankrupt and becomes insolvent.
 - (c) In case of breach of any of the Terms and Conditions of Contract, the Competent Authority in NBE shall have absolute rights to cancel Contract without assigning any reason thereof;
 - (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.

XVIII. Completion Certificate

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 NBE.

XIX. Cancellation

NBE may without prejudice to any other remedy for breach of terms and conditions of the Tender and the Contract (including forfeiture of Performance Security), send a written notice to the vendor to terminate the work / task in whole or in part as per the terms and conditions specified in the contract.

XX. Risk Clause

NBE 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 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.

XXI. Disclaimer

Family Members of NBE Employees or their relatives are prohibited from participating in this bid.

XXII. Jurisdiction

1. All differences and disputes arising out of or in connection with the Agreement shall be settled by mutual discussions and negotiations.
2. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed **by both the parties mutually to resolve the disputes/differences under the provisions of The Arbitration and Conciliation Act, 1996.**
3. **Judicial jurisdiction** shall within New Delhi only.

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E. Instructions to the Bidder

I. Tender Document

1. Each Bidder, along with his Bid shall submit the Tender Documents duly signed and stamped on each page as his acceptance of the terms and conditions mentioned therein.
2. Bid shall remain valid for 90 days from the date of opening of the Technical Bid.

II. Clarification Requests by Bidder

1. Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
2. Bidder shall examine the Tender documents thoroughly in all respect.
3. Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.
4. Any failure by Bidder to comply with the aforesaid requirements shall not absolve the Bidder from liability after subsequent award of contract from performing the work in accordance with the Tender Documents.

III. Amendment of Tender Document

1. NBE may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
2. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

IV. Language of Bid & Correspondence:

1. The Bid will be submitted by the Bidder in English language only.
2. All the documents relating to the Bid (including brochures) supplied by the bidder should also be in English. The correspondence between the Bidder & NBE will be in English language only.

V. Earnest Money Deposit

1. All Bids must be accompanied by Earnest Money for an amount of **Rs 22,50,000/-** (Rupees Twenty-Two Lakh Fifty Thousand only) in the form of Demand Draft, FDR, Bank Guarantee issued by any Scheduled Commercial Bank in India, drawn in favour of **'National Board of Examinations'**, payable at **New Delhi**.
2. Unsuccessful bidder's EMD will be returned within 30 days from the date of placement of order to the successful bidder.
3. Successful bidder's EMD will be released subject to the submission of Performance Security of requisite amount.
4. The EMD shall be forfeited if the successful bidder withdraws after issuance of the 'Notice of Award of Contract' or amends his bid or fails to submit his acceptance / Performance Security / Security Deposit within the stipulated date.
5. No interest is payable on the EMD.

VI. Financial Bids

The Bidder should quote 'Rates' for providing the said services, considering all Operational costs and Administrative expenses in the execution of the Contract;

1. Rates are to be quoted in absolute Indian Rupees only (upto two decimals), both in figures as well as in words.
2. Bidder is mandatorily required to quote all services required by NBE. Conditional Bids and incomplete bids will be rejected.
3. Bidder is required to quote strictly as per prescribed format, based on description of work in the tender documents. In the event of any variation/modification in format/tender description is noticed, the bid will be liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the Bidder.
4. Only GST will be payable extra, as applicable.

5. Rates quoted by the bidder shall remain firm and fixed for the entire period of contract, unless stated otherwise.

VII. NBE's right to Accept or Reject a Bid

1. NBE reserves the right to terminate this tender process at any time prior to signing of the contract with successful bidder without assigning any reason thereof and shall not be liable to any bidder/party in any manner either directly or indirectly.
2. NBE reserves the right to accept or reject any proposal, and to annul the Tendering process / Public procurement process and reject all proposals at any time prior to Award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for NBE's action.
3. NBE reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, or to annul the bidding process or to reject all Bids with or without notice or reasons. NBE shall bear no liability whatsoever consequent upon such decisions.
4. Conditional Bids shall be rejected.
5. NBE shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non acceptance of their Bids.
6. Except for refund of EMD to unsuccessful Bidders, NBE shall not correspond with the unsuccessful Bidders.

VIII. Type of Tender and Submission of Bid

Tender Type: Open, Single Stage Two Bid System (Two Envelope System) shall be followed by NBE to determine the successful bidder. The firm (bidder) should bifurcate their bids in two separate envelopes, (with appropriate superscriptions), and submit the same in one sealed envelope as indicated below:

- 1) **Envelope I:** The First Envelope, called the **Technical Bid**, should contain EMD, the Eligibility/ Technical Details, Xerox copies of documents sought in the tender, Performance Aspects and Commercial Terms and Conditions (except Price/Quotation).

- 2) **Envelope II:** In the Second Envelope, called the **Financial Bid**, the bidder should submit their Price Quotation/Financial Details.
- 3) **Master Envelope:** Envelopes I and II should be sealed separately and shall be put inside an outer cover and super scribed as **“Tender for Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer scripts”**.The tenders must be addressed to the Executive Director, National Board of Examinations.
- 4) Interested bidders may submit their Sealed Bids by **12 noon of 28th Sept., 2020 (last date)**, in a tender box kept at following address:

National Board of Examinations,
NAMS Building, Medical Enclave,
Ansari Nagar, Mahatma Gandhi Marg,
New Delhi – 110029

- 5) The Envelopes containing the **Technical Bid** shall be opened on the same day at 4 pm at the **NBE office, Dwarka** at the following address:

National Board of Examinations,
(Opposite Dwarka Courts)
PSP Area, Sector 9, Dwarka,
New Delhi – 110075

- 6) Technical Bids shall be scrutinised and evaluated by NBE’s Technical Evaluation Committee with reference to the parameters prescribed in the tender documents, and responsive, eligible and technically compliant bidders shall be decided.
- 7) If required by the Tender Evaluation Committee, Technically Compliant bidders shall be asked to give a presentation for a maximum of 15 minutes each.
- 8) Thereafter, in the Second instance, **Financial Bids** of only Technically Compliant offers (as decided in the first instance above) shall be opened at NBE Dwarka Office for further scrutiny, evaluation, ranking and placement of contract. The date and time for Financial Bid Opening shall be communicated through Email. Only Technically compliant Bids shall be opened.
- 9) Unsigned or unstamped tender shall not be accepted.
- 10) The bidder shall attach the copy of the Authorization Letter / Power of Attorney as the proof of authorization for signing on behalf of Bidder.
- 11) The Financial Bids of Technically non-compliant bidders shall not be opened and will be retained by NBE.

- 12) Any Bid received by NBE after the last date of submission of Bids shall be summarily rejected. NBE shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete Bid documents. No further correspondence on this will be entertained.
- 13) The Technical bid shall consist of:
- (i) Technical information as desired in prescribed format.
 - (ii) The financial information as per Annexure –I
 - (iii) The details of experience of similar works as per Annexure – II
 - (iv) Organizational Structure and information as per Annexure III
 - (v) Technical and Administrative manpower available for this work as per Annexure IV
 - (vi) Physical Infrastructure such as availability of Exam Centers, technology, hardware, software etc. as desired and scope of work under Section 3.
 - (vii) Earnest Money Deposit (EMD).
- 14) NBE exercises its rights to reject bid(s) and disqualify Bidders:
- (i) If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
 - (ii) If the Bidder has a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - (iii) If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - (iv) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

IX. Criteria for evaluation of Tenders:

The evaluation of the Bids submitted shall be done in following two stages:

1) Technical Evaluation

- a) Detailed technical evaluation shall be carried out along with 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 and terms and condition of the tender without any material deviation.

- b) The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the Tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for NBE. However, the committee shall have sole discretion to call for discussion/presentation.
- c) Only those Technical Compliant Bids, who have obtained more than 60% in Technical Evaluation shall be considered for Financial Evaluation.

2) Financial Evaluation

- a) Only the Technically qualified bidders shall be invited during opening of Financial Bids and subsequently Financial Evaluation shall be carried out.
- b) The Financial Bid of those Bidders who have been found to be Technically compliant will be opened. The Financial bids of non-compliant bidders will not be opened.
- c) The Financial Bids shall be opened in the presence of representatives of technically compliant Bidders, who may like to be present. National Board of Examinations shall inform the date, place and time for opening of the Financial Bid.
- d) Each Financial Bid will be assigned a score out of a maximum of 100 points, as mentioned under note (i) of Annexure V. That is, Financial Bids shall be marked on the basis of consolidated rates quoted, i.e. $[(75\% \text{ of Rate quoted}) + (25\% \text{ of Additional Rate quoted for COVID-19 SD-50 norms})]$.
- e) If there is any difference between Rates quoted in figures and words, the lowest among them shall be considered.

3) Evaluation and Comparison of Bids

- a) 80 % weightage will be awarded for Technical Evaluation and 20 % weightage will be awarded for Financial Evaluation.
- b) Technical Bid will be assigned a Technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in this section.

- c) The commercial scores would be normalized on a scale of 100, with lowest score being normalized to 100 and the rest being awarded on a pro-rata basis. Such normalized scores would be considered for the purpose of QCBS based evaluation, explained in section below.

4) Final Evaluation Criteria-Quality and Cost based selection (QCBS)

- a) The individual Bidder's commercial scores (CS) are normalized as per the formula below:

$$F_n = F_{min} / F_b * 100 \text{ (rounded off to 2 decimal places) Where,}$$

F_n = Normalized commercial score for the Bidder under consideration
 F_b = Absolute financial quote for the Bidder under consideration
 F_{min} = Minimum absolute financial quote
 Composite Score (S) = $T_s * 0.80 + F_n * 0.20$

- b) The Bidder with the highest Composite Score(S) would be awarded the contract.

5) Scoring Model

Sr. No.	Criteria	Score
1.1	Bidder's profile	10
1.1.1	Legal Structure	5
	Partnership /Proprietary	1
	Private Limited	3
	Limited Company	5
1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations)	5
	=100 - 500	1
	=501 - 1000	3
	>1000	5
1.2	Bidder's Certification	20
1.2.1	CMMi level Development	10
	CMMi level 3 Development	2
	CMMi level 4 Development	5
	CMMi level 5 Development	10
1.2.2	CMMi level Service	10
	CMMi level 3 Service	2
	CMMi level 4 Service	5
	CMMi level 5 Service	10

1.3	Bidder's Financial Capability	15
1.3.1	Average annual turnover from examination service for the period 2016-17, 2017-18, 2018 – 19	15
	20 Crore to 50 Crore INR	5
	50.01Crore to 100Crore INR	10
	More than 100 Crore INR	15
1.4	Bidder's experience in Examination and Evaluation	20
1.4.1	Maximum no of candidates appeared in computer-based examination in single shift completed in India in last three financial years (as on date of bid submission)	10
	15,000 - 20,000 Candidates	2
	20,001 - 30,000 Candidates	5
	>30,000 Candidate	10
1.4.2	No of Answer scripts evaluated through computers per year for any government project in India for Indian Govt. University/ School Board/ Public Service Commission	10
	1,50,000 – 4,00,000 answer scripts	2
	4,00,001 – 7,50,000 answer scripts	5
	>7,50,000 answer scripts	10
1.5	Bidder's infrastructure capability	20
1.5.1	Owned/Leased Nodes Capability across India (Proof to be submitted)	10
	< 50,000	2
	50,000 – 1,00,000	5
	>1,00,000	10
1.5.2	Primary Data Center with Secondary DC site to be managed by the bidder for data Security	10
	'Tier III DC infrastructure with Secondary DC outsourced by the bidder.	2
	'Tier III DC infrastructure with Secondary DC owned by the bidder	5
	'Tier III DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure	10
1.6	Bidder's Presentation and Demonstration	15
1.6.1	Presentation and Demonstration	15

X. Clarification during Technical Bid Evaluation

- 1) Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, NBE at its discretion, may ask any Bidder for clarification(s) of their Bid.

- 2) In the event, Bidder fails to provide clarifications sought by NBE, by Stipulated time asset in NBE's request for clarification, the Bid shall be decided based on documents available, without any further intimation to the Bidder.

XI. Determination of Responsiveness

- 1) Prior to Financial Evaluation of Bids, NBE shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.
- 2) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation.
- 3) A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Tender document, NBE's rights on Bidder's obligation.
- 4) If a Bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by NBE.
- 5) Conditional Bids shall be rejected without assigning any reason.

XII. Unsolicited Post Bidding Modifications

- 1) Bidders are advised to quote strictly as per terms and conditions of the Tender document and not to stipulate any deviations / exceptions.
- 2) Once quoted, the Bidder shall not be allowed any changes.
- 3) Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBE reserves the right to negotiate with the successful bidder.

XIII. Blacklisting

- 1) Company/Firm blacklisted by any Government/PSU/Corporate organization is not eligible to participate in this tender process.
- 2) If at any stage of bidding process or during the currency of contact, such information comes to the knowledge of NBE, NBE shall have right to reject the bid or cancel the work order (as the case may be) and withheld Security Deposit/EMD.

- 3) Bidders to submit an Undertaking, that their company/firm is not blacklisted by any Government Department/PSU/Corporate organization.

XIV. Fraudulent and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, NBE shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, NBE shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- b) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) “*corrupt practice*” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of NBE who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NBE, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of NBE in relation to any matter concerning the Project;

- (ii) “*fraudulent practice*” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) “*coercive practice*” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;
- (iv) “*undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by NBE with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (v) “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

XV. Force Majeure

- a) Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or NBE 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.
- b) The bidder or NBE shall not be liable for delay in performing their obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination.

Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, NBE shall make payment for all the services rendered by the bidder till such date of termination of contract.

XVI. Limitation of Liability

Neither party shall be liable to the other party for any special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of profit, loss of data, loss of revenue or operational losses whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by NBE for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system. The bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of NBE to perform any of NBE's obligations. In such event, Bidder shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge NBE for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

XVII. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the bidder in the provision of the Services shall exclusively belong to the bidder or its licensors ("Bidder Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and NBE shall not be entitled to claim any rights therein. All rights, title and interests in NBE Data shall always remain with NBE. NBE acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

XVIII. Other Instructions:

- 1) At any time prior to the last date of submission of bids, NBE may modify the tender document without assigning any reasons.
- 2) Any modifications in tender document or reply to queries shall be hosted on ww.natboard.edu.in

- 3) NBE at its discretion may extend the last date for the receipt of Bids.
- 4) The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear 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 Bidder's letter head.
- 5) 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. Tenders made by Email and those received late will not be entertained.
- 6) When any offer is submitted pursuant to this tender, it shall be presumed by NBE that the bidder has fully ascertained and ensured about its eligibility, under the respective governing laws and regulatory regimen, and it has necessary approvals and permission, and suffers no disability in law or otherwise to act as such.
- 7) Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.
- 8) Bidders are neither allowed to join hands to participate in the Tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

FINANCIAL INFORMATION

Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

Sr. No.	Details	(1) F.Y. 2018-19	(2) F.Y. 2017-18	(3) F.Y. 2016-17
i)	Gross annual turnover similar works.			
ii)	Profit/Loss			
iii)	Financial Position:			
	a) Cash			
	b) Current Assets			
	c) Current Liabilities			
	d) Working Capital (b-c)			
	e) Current Ratio:			
	Current Assets/Current Liabilities (b/c)			

Upto date Income Tax Clearance Certificate to be attached.

Note: Attach additional sheets, if necessary.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

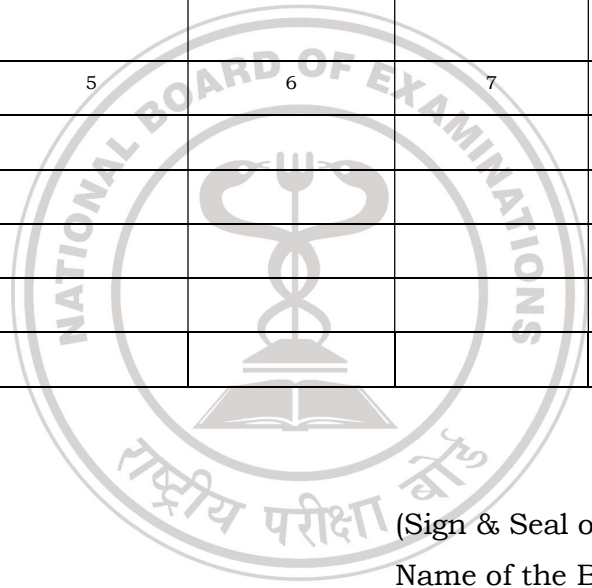
(With Full Address) : _____

Date : _____

Place : _____

PART 1 - DETAILS OF EXAMINATIONS EXECUTED

Sr. No.	Name of Work/ Project & Location	Owner of sponsoring organization	Total no of candidates	No of Candidates in single shift	Date of commencement as per contract	Actual date of completion	Litigation/ Arbitration pending in progress with details	Name, Designation and Address/telephone number of officer to whom reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

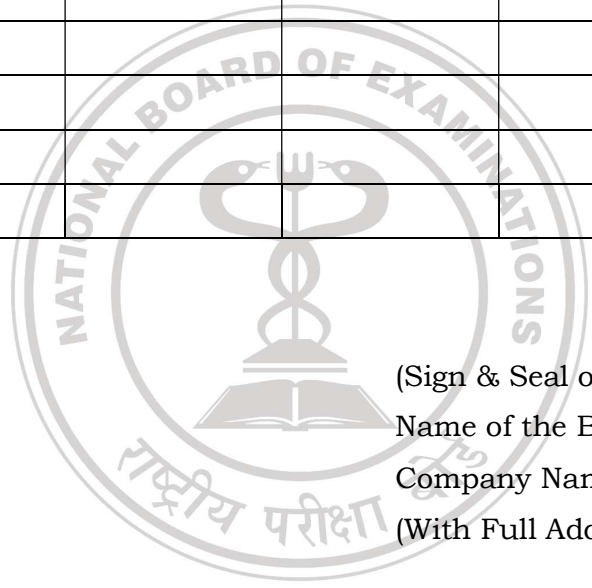
(With Full Address) : _____

Date : _____

Place : _____

PART 2 - DETAILS OF EVALUATIONS EXECUTED

SN	Designation	Total number of employees in that category	Number available for this work	Name	Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

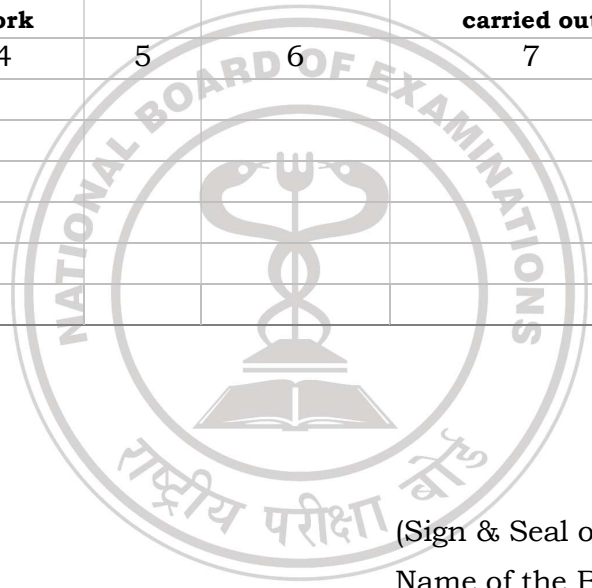
STRUCTURE OF THE ORGANIZATION

1. Name and address of Bidder:
2. Telephone No. / Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statues).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Trust :
 - d) A Limited Company or Corporation :
4. Particulars of Registration with various Government bodies & Statutory Tax Authorities (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.
7. Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.
8. Have you or your constituent partner(s) been debarred/black listed for tendering in any organization at any time? If so, give details.
9. Area of specialization and Interest
10. Any other information considered necessary but not included above.

ANNEXURE – IV

DETAILS OF TECHNICAL AND ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

Sr No.	Designation	Total number of employees in that category	Number available for this work	Name	Qualification	Professional experience and details of work carried out	In what capacity these would be involved in this work	Remarks
1	2	3	4	5	6	7	8	9



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

Financial Bid Form(To be placed in a separate Sealed Envelope Marked as '**Financial Bid**')

To : The Executive Director,
National Board of Examinations
Medical Enclave, Ansari Nagar
New Delhi 110029

Sub: Financial Bid –Tender for Conduct of Hybrid Examination (offline) and Digital Evaluation of Answer Scripts

Bidder's Name: _____

Bidder's Address: _____

I/We, on behalf of M/ssubmit our Financial Bid for **Conduct of Hybrid Examination (offline) and Digital Evaluation of Answer Scripts** as per the Scope of work given in this Tender document in accordance with the terms and conditions and shall be bound by the stipulation made by me in the bid.

Sr. No.	Particulars	Per Registered Candidate per examination (in figure)	Per Registered Candidate per examination (in words)
1.	Conduct of End to End offline Examination and Digital Evaluation of Answer Scripts		
2.	Additional Rate (in percentage basis of Sr. No. 1 above) for the Tendered activity as per COVID-19 SD-50 norms.	_____ % of Sr. No. 1 (Not to exceed 50%)	_____ % of Sr. No. 1 (Not to exceed 50%)

Note:

- L1 Bidder shall be determined on the basis of the consolidated rates quoted above, i.e. [(75% of Sr. No. 1) + (25% of Sr. No. 2)];
- Rates to be quoted in Absolute Numbers upto 2 Decimal places only.
- Quoted rates should be excluding GST, the same will be payable as per prevailing rates, as per norms.

(Signature and Seal of Bidder)

- (iv) Quoted rates should be free from pre-conditions regarding payments, etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.
- (v) The rates quoted above must be reasonable and valid for the entire period of contact. There will be no escalation in the price during the contract period. However, during finalization of contract NBE reserves the right to negotiate with the successful bidder.
- (vi) Rates are to be quoted strictly as per the above format. No modification is allowed in the format.

(Sign & Seal of Bidder)

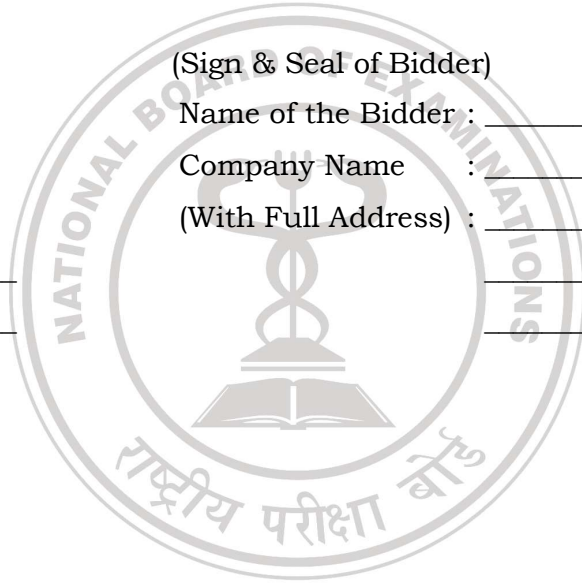
Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____



DECLARATION
(On Company Letter Head)

(Date)

To : The Executive Director,
National Board of Examinations
Medical Enclave, Ansari Nagar
New Delhi 110029

Ref: Tender for Conduct of Hybrid Examination (offline) and Digital Evaluation of Answer Scripts

Sir,

In response to the **Tender for Conduct of Hybrid Examination (offline) and Digital Evaluation of Answer Scripts**, I/ We hereby declare that presently our Company/ firm _____ is having an unblemished record and has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently, our Company/ firm has not been Blacklisted or Debarred for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission, including for any violation of relevant laws.

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.

Yours faithfully,

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

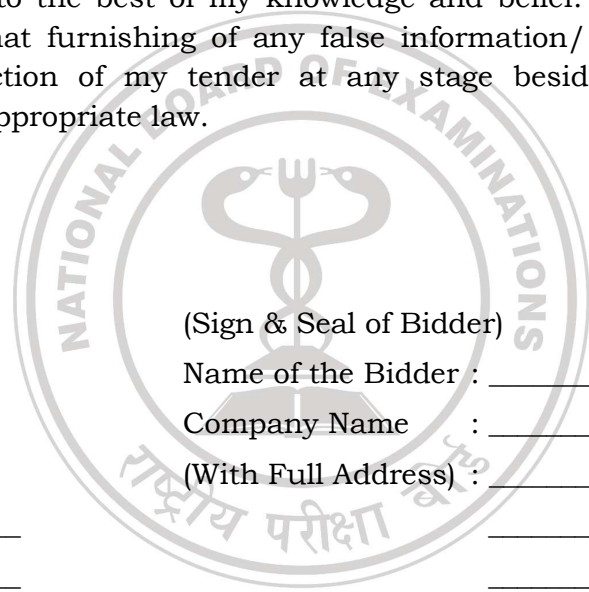
Place : _____

DECLARATION

I,Son/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;

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.



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

ANNEXURE - VIII

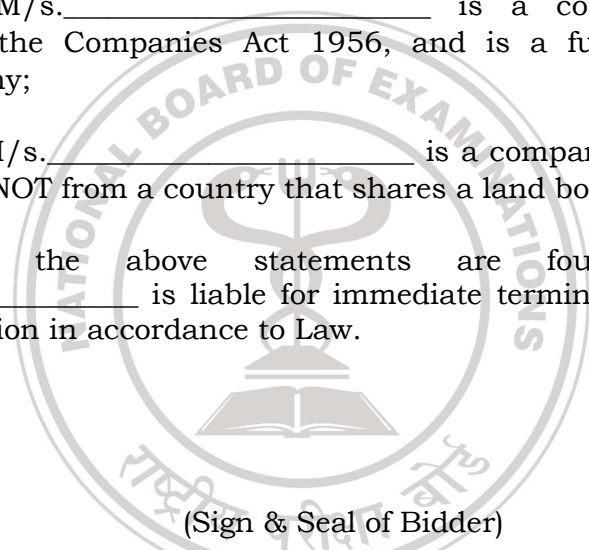
CERTIFICATE of the BIDDER

(issued under Deptt. Of Expenditure, Govt. of India O.M. No. 6/18/2019-PPD dated 23/7/2020)

M/s. _____ with registered office at _____
hereby certify the following:

- a) That, our company is a Bidder for the Tender for the Conduct of Hybrid Examination (Offline) and Digital Evaluation of Answer Scripts floated by the National Board of Examinations, New Delhi;
- b) That, M/s. _____ is a company registered under the Companies Act 1956, and is a fully owned Indian company;
- c) That, M/s. _____ is a company of Indian origin and is NOT from a country that shares a land border with India.

Further, that if the above statements are found to be false, M/s. _____ is liable for immediate termination of the Contract and further legal action in accordance to Law.



(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____