

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

2024



**National Board of Examinations in
Medical Sciences**

Ansari Nagar, Medical Enclave

New Delhi-I I 0029

(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	04 /12 /2024
3	Period of Contract	3 years
4	Estimated Cost	Rs. 14,00,00,000/- (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. 42,00,000/- only (payable as Demand Draft/FDR/Bank Guarantee drawn in favor of National Board of Examinations in Medical Sciences, New Delhi)
8	Nodal Officer	Additional Director (DoEC), NBEMS
9	Last date for Pre bid queries	18 /12/2024: 3:00 pm (through Email at admin.so@natboard.edu.in)
10	Pre-bid conference	18 /12/2024: 3:00 pm (at NBEMS Office, Sector-9, Dwarka, New Delhi)
11	Last date of bid submission	31/12 /2024: 6:00 pm (at National Board of Examinations in Medical Sciences, NAMS Building, Ansari Nagar, New Delhi-110029)
12	Opening of Technical bid	01/01/2025: 3:00 pm (at NBEMS 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 April, 2025 onwards

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आयुर्विज्ञान में राष्ट्रीय परीक्षा बोर्ड

(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के अधीन एक स्वायत्त निकाय)

National Board of Examinations in Medical Sciences

(Autonomous Body under Ministry of Health and Family Welfare, Govt. of India)

महात्मा गांधी मार्ग (रिंग रोड), अंसारी नगर, नई दिल्ली- ११००२९

Mahatma Gandhi Marg (Ring Road), Ansari Nagar, New Delhi -110029

माल एवं सेवा कर सं./ GSTIN: 07AAAAN4301J1ZW

No.: NBEMS/GA/Tender/Hybrid/2024/

dated: / /2024

Tender Document for Conduct of Hybrid Examinations (Offline) And Digital Evaluation of Answer Scripts

The National Board of Examinations in Medical Sciences (NBEMS) is an autonomous body under the Ministry of Health and Family Welfare, Government of India and is entrusted with the task of conducting examinations in the field of modern medicine on Pan India basis including National Eligibility Entrance Test (NEET-PG) for admission to Post Graduate and Post-Doctoral medical courses. NBEMS has also accredited more than 1500 hospitals with more than 15300 P.G. Medical Seats.

2. NBEMS 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 NBEMS, 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 NBEMS web site (www.natboard.edu.in) or Central Public Procurement Portal (<https://eprocure.gov.in/epublish/app>).

A. Background Information

I. Project Background

NBEMS 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

II. 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
NBEMS Diploma Final Exam.	Twice	3000	3	1	50	18000
DNB/DrNB Final Theory (DNB)	Twice	7000	4	1	50	56000
Formative Assessment Test (FAT)	Once	9000	1	2	50	18000
Any other Examination	-	-	-	-	-	-

Note: All figures and Examinations mentioned above are tentative and subject to change.

B. Scope of Work and IT Competencies

I. IT Competencies

a) For online submission of application forms

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

b) Website maintenance and support

- i). The service provider should be required to present several designs of templates for online application out of which some templates will be selected by NBEMS with/ without suggestions for changes which the service provider will have

to incorporate.

- ii). The application form should be customized as per the requirement for each specific examination and relevant changes should be demonstrated and verified before making the application forms live.
- iii). The source codes of applications forms developed for NBEMS examination shall not be shared with any other customer.
- iv). 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 for ready reference only and same may be updated as per requirement of the examinations.
- v). The service provider should incorporate data validation and different types of prompting, highlighting, instructions, guidelines etc. while filling the application by the candidate.
- vi). The Service Provider has to ensure that the Uptime for the application availability is at least 99.5% and 99.99% for the systems availability. Any issues with the application registration should be dealt without any delay. The service provider should ensure adequate bandwidth of the server such that it can support NBEMS applications/portal access at very good speed even in case any other high-volume applications/portals are made live by the service provider concurrently for some other organization.
- vii). 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.
- viii). The technical changes in the website/application form should be done only after consultation/approval from the competent authority of the NBEMS.
- ix). The service provider should ensure that the application is compatible to all the popular operating systems and web browsers in all respects including Mobile browsers.
- x). The service providers has to ensure the designing and structuring of database is in such a way that the information collected shall meet all the requirements of NBEMS in future without any data loss.

- xi). The system developer has to provide a user demo on the application website to guide the candidate how to fill the application form. In addition to the User Manual, a walk-through video shall be prepared by the vendor for easy understanding of the applicant regarding application interface.
 - xii). The service provider should identify amongst its regular employees selected dedicated developers for work related to development/ changes/ updation of NBEMS website/application form in order to provide time-bound development services to NBEMS as per requirements.
 - xiii). The service provider should identify amongst its well-trained regular employees a Single Point of Contact (SpOC) who shall be coordinating with NBEMS for all operations related to NBEMS examinations. The SPoC should be changed if his/her services are not found upto the mark by NBEMS. Any change in the SPoC on part of the service provider should only be an informed decision and should be undertaken gradually over a period such that the alternative SPoC takes over the NBEMS assignments smoothly.
- c) **IT Security**
- i). The service provider should ensure various levels of securities against the vulnerabilities, such as Physical Level (Authorization, Authentication, CCTV, Biometric access etc), Logical Level (Firewalls, Intrusion Detection, Anti-virus, etc) and Data Level (Encryption, Recovery etc.). It is also to ensure that the online application for registration and software used for administering assessments should have Comprehensive security solution to avoid hacking, phishing, and any other data/application threats. All servers used for the conduct of examinations for NBEMS shall have Logical Level security systems such as Firewalls, Intrusion Detection, Anti-virus, etc.
 - ii). The service provider should ensure the load balancing and also implement WAF (Web Application Firewall) and DDoS prevention solution. They should have an arrangement to stop/protect DDoS attacks.
 - iii). The service provider must ensure that the online application form for registration developed by them comply with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/> and that the website(s) / web portal(s) / application(s) are security audited by a CERT-IN empanelled agency.

d) **IT Support for online payment of fee.**

- i). The application web portal is to be designed, developed and integrated with a secured payment gateway. This Integration of online payment gateway services must accept credit and debit cards (Rupay, Visa, Master and Maestro), UPI and internet banking of major public/private banks. The service provider is to ensure that the system provided can generate receipts /acknowledgements and also will provide an automated reconciliation and payment/ receipt reports.
- ii). Currently Payment gateway of SBI is being used for which NBEMS has a MoU with SBI.
- iii). The service provider shall ensure timely reconciliation of payments received through secure payment gateway such that the payments received from applicant candidates are updated in real time and refunds, if any, for failed transactions can be processed without any delay.
- iv). Transaction Charges shall be Levied to the candidates.
- v). The registration fees collected through online payment will need to be Credited directly to NBEMS account. Only in 'Online' mode.

e) **Certifications**

- i). The web portal/ application form developed should run on secured https certification. The developer shall be responsible for any kind of security threat and data loss.
- ii). The web portal/ application form developer must ensure that the development and maintenance of the web portal must be undertaken in purview of Cyber laws of Govt. of India.
- iii). The web portal/ application form developer must ensure that Websites / Web Portal(s) comply with the 'Guidelines for Indian Government Websites (GIGW)' <http://guidelines.gov.in/> and that the website(s) / web portal(s) / application(s) are security audited by a CERT-IN empanelled agency.

The service provider has to ensure that the website is SSL/SSA certified.

II. Scope of Work

Scope of work related to the conduct of NBEMS's Hybrid Examinations is divided into three operations:

- a) **Pre-Examination Work;**
- b) **Conduct of Hybrid Examinations;**
- c) **Post Examination work;**

a) **PRE-EXAMINATION WORK:**

- i). Development, Testing and Deployment of e-application form compatible with all popular browsers including Mobile browsers.
- ii). Candidate registration and submission of online application form should be carried out over a prescribed period, usually one month, dates shall be notified later.
- iii). Development & maintenance of website for candidate registration and submission of online application form as per requirements of the NBEMS including portal design, development and maintenance. Every exam will have a separate application form.
- iv). The application form should be customized as per the requirement for each specific examination and relevant changes should be demonstrated and verified before making the application forms live.
- v). Managing online (24x7) candidate registration and login for online application submission with data fields & menu options as specified by NBEMS, processing of Online Application Form with OTP based validation of candidate's email and mobile number, registration login profiles for candidates and passwords, uploading of candidate photograph, documents and signature, screening and consolidation of candidate data using secure database management systems & protocols.
- vi). 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 for 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 of fee for multiple/failed payments wherever required.
- vii). Application receipt status information, identifying duplicate

candidates/blocked or debarred candidates as per requirements of NBEMS, generation of Face ID and Biometric verification reports of candidates comparing the database generated across NBEMS examinations, online display application status with facility for Downloading/Printing of registration statuses/Admit Cards, online dispatch of admit cards (as per approved format) to eligible candidates to their registered email IDs/at their registered login accounts with NBEMS.

- viii). Provide facility to candidates to edit information and documents online in application form (with certain exceptions as mutually agreed) after submission of online application form up to pre-specified date using login profile and password. The service provider should be able to restrict editing of selected information as may be required by NBEMS.
- ix). Checking of photographs/signature/thumb impression 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.
- x). 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.
- xi). Data validation and its purifications as per requirements of NBEMS
- xii). 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.
- xiii). Report generations such as issuance of online acknowledgement receipt/email, template of final application form, Online Admit Cards, Submitted application forms, Score Card, Publication of result (Dynamic & Static both), Sending email & SMS as per requirement, publication of notices on web-portal as per requirements etc., Provide various reports at test centres on requirement basis such as Admit Cards, Attendance sheets for candidates, No-relation Certificates, Attendance sheets of staff deployed at centres etc., Use of barcodes/ QR Codes in various documents/reports etc. as needed.

- xiv). Technical Queries/Grievances handling through phone and e-mail should be dealt by the Bidder from 9 am to 6 pm on all days. Language of Helpdesk shall be English and Hindi. Helpdesk number shall be a single Toll-Free Number to be used for all examinations of NBEMS. There shall be a help desk portal as well integrated with each application form.
- xv). Provision to send individual common or customized messages through email and or SMS to the candidates (either individual /group/s) as required by NBEMS.
- xvi). Adequate candidate care and support for query handling from the start of registration till the declaration of result. At least a 10 seated dedicated contact centre is to be maintained for handling queries received during the online submission of application form and till the declaration of result. The contact centre team shall work in close coordination with NBEMS through the SPoC of Service Provider.
- xvii). Complete Security Management Processes (Physical and Technical for all examination, servers, Desktops, LAN, Firewalls etc). Strong cyber security system to monitor any attempt using malwares / software applications to gain unauthorized / remote access to any server or terminal used for online application submission portal and to ensure that there is no leakage, loss and corruption of any data at any stage. A certificate to this effect shall be furnished to NBEMS by the service provider before conduct of respective examination.
- xviii). Detailed Audit of Software and Hardware i.e. Server/Desktop/LAN etc. to be used during the online submission of application form.
- xix). Other related processes involved for online registration through web portal as required by NBEMS.
- xx). To prepare and provide documentary manuals, user manuals and informative video or animations of all processes, for safe and secure online registration to be followed along with rules for contingency and exception handling/ emergency procedures.
- xxi). To provide specifications for Hardware and Software required at all stages of online registration and for Devices and systems to be used for authentication and audit trail mechanisms required for NBEMS exams. The bidders should ensure that only genuine, legitimate and authorized software is used in all the systems used for these pre examinations activities.

- xxii). To provide complete data, information and documents collected through online application form, immediately after closure of the application window, through secured data transfer protocols as mutually agreed.
- xxiii). 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.
- xxiv). To provide consultancy, training and manpower support to NBEMS for all activities related to online submission of application form and related activities.
- xxv). To provide training/ manpower for generation and handing over of encrypted confidential data that will be used for test delivery across various Centres. Hand over to NBEMS, complete candidate data, images, application forms in PDF of all applicants, in appropriate media.
- xxvi). To print attendance sheets and provide digital reports as per requirement of NBEMS. The stationery for printing of attendance sheets shall be arranged by the concerned agency.
- xxvii). Upload Admit cards and any other information as per the requirement of NBEMS.
- xxviii). Dates of examinations conducted are decided on the basis of decisions taken by NBEMS. Examinations are conducted on multiple consecutive days and in multiple shifts. City wise candidate count varies from examination to examination. Details shall be shared to the successful bidder well on time.
- xxix). Designing the Hybrid based examination plan and examination process under consultation with NBEMS for:
- a) Selection of secure and sanitized Examination Centers / Test City in all States covering all States capitals and major cities. The agency should have a proven track record of conducting exams in a single session in 30 cities in one go.
 - b) Complete Security Management Processes (Physical and Technical for all examination centers, servers, Desktops, LAN etc). The local servers at all test centres engaged should have a suitable Firewall or equivalent capabilities installed to prevent any

hacking, remote access or such unethical attacks etc. A certificate to this effect confirming installation of Firewalls or equivalent capabilities at all test centres engaged for conduct of NBEMS examinations shall be furnished to NBEMS before conduct of respective examinations.

- c) Strong cyber security system to monitor any attempt using malwares / software applications to gain unauthorized / remote access to any server or terminal used for Hybrid Examinations. The service provider shall be required to provide a demonstration and presentation to NBEMS of the capabilities in this regard.
 - d) Candidate handling & identification process at Examination Centre. The agency should be able to make provisions for touch free entry, Social distancing amongst the candidate during entry, exit and while taking examination, Isolation labs etc. to attend to situations such as COVID-19 pandemic.
 - e) Detailed Audit of Software and Hardware i.e. Server/ Desktop/ LAN etc. to be used at Examination Centres. A report to the effect of computer systems and servers proposed to be utilized at each test centre for the purpose of administering NBEMS examination to be furnished before conduct of examination.
 - f) Other related processes involved for conducting examinations on Hybrid mode as required by NBEMS.
- xxx). To prepare and provide documentary manuals of all processes, for safe and secure Conduct of examination, to be followed along with rules for contingency and exception handling/ emergency procedures.
- xxxii). To provide specifications for Hardware and Software required at all stages of exam at Examination Centres and for Devices and systems to be used for authentication and audit trail mechanisms required for NBEMS exams. The bidders should ensure that only genuine, legitimate and authorized software is used in all the systems used for these examinations.
- xxxiii). To provide consultancy, training and manpower support to handle the entire NBEMS Hybrid based

- exams project team at NBEMS. The required Hardware, Software, networking shall be installed by agency at NBEMS, New Delhi.
- xxxiii). To provide and setup secured software for question banking, Authoring and Complete Examination Management Process at NBEMS, New Delhi which can be customized as per requirement of NBEMS.
- xxxiv). To provide training/ manpower for generation and handing over of encrypted confidential data that will be used for test delivery across various centres.
- xxxv). To provide question delivery software as per requirement of NBEMS. There shall be a provision of display of video questions, images, graphs in addition to text.
- xxxvi). To identify required secure Test Centres in various cities as per requirement of NBEMS after receiving intimation regarding city locations and approximate number of candidates and provide details in writing within a month along with details of the facilities offered at each of centre. The location of examination centres/venues should be easily accessible to the candidates and well connected to public transport. As far as possible it should be in a centrally located within the City limits. At least one centre in each test city must be accessible by differently-abled candidates. There shall be no bar to the minimum number of candidates required for holding the examination at a test centre. No labs in the test centres shall be in the basement area and / or without windows / proper ventilation mechanisms. There shall be ample ventilation by way of exhaust fans, windows, Air-Conditioners in place.
- xxxvii). 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.
- xxxviii). No concurrent examination is permitted at the same testing centre in the same shift when NBEMS examination is being conducted. In a situation where the number of candidates at a test centre are less than 50 or another examination is also planned which NBEMS agrees to be conducted concurrently, in no circumstances that there shall be any overlap of entry gate, exit gate, test hall, test lab, server room, human resources, network infrastructure, test LAN etc between

- the two examinations. NBEMS shall not allow switching off the Jammers for any reasons which are related to conduct of other concurrent examination.
- xxxix). The configuration of computer systems to be used for conduct of examination shall not be below the *minimum* specification mentioned herein below:
- Monitor: Size 21 inch; Resolution 1920x1080
 - Processor: INTEL I3
 - RAM: 8GB
 - Mouse and Keyboard in good working condition
- xl). To arrange video surveillance for the entire exam at the exam center:
- a) Continuous and adequate CCTV monitoring of the entire registration process of all candidates at the exam center;
 - b) CCTV footage shall be able to identify the name of NBEMS examination, unique test centre number, lab numbers, seat numbers utilized for conduct of NBEMS examination
 - c) CCTV surveillance of entry & exit points, lobbies, server room and stairways;
 - d) 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.
 - e) Provide CCTV recordings of specific candidates whenever required.
 - f) Capability to provide live feed of test centre CCTV footage at Command Centre on optional basis, if NBEMS requires the live feed.
- xli). While providing computers and relevant software with necessary security systems, the bidder shall keep in view the requirements of PwD candidates.
- xlii). Each exam centre should have at least 10% systems as buffer.
- xliii). At each examination centre there should be sufficient no. of additional switches that can be used at the time of emergency.
- xliv). To ensure that Test Centre has the required suitable

Hardware, Software, Internet, Firewall or equivalent capabilities and LAN connectivity for Conduct of Computer based test of NBEMS.

- xliv). To ensure 3 tier electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for at least the number of hours of examinations to be conducted at each Test Centre.
- xlvi). Minimum one centre at each city should be PWD friendly.
- xlvii). 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.
- xlviii). To carry out pre-examination audit of Test Centres for:
 - a) Hardware - Processor Speed, RAM, Network and internet connectivity, Key Boards, mouse etc;
 - b) Software - Operating System, Screen resolution, bandwidth for internet and LAN connectivity, Browser compatibility.
 - c) Working conditions of UPS and Generator.
 - d) Firewalls or equivalent capabilities installed at all test centre.
- xliv). Adequate number of registration desks should be provided at each test centres. The registration desks at each test centre should have provisions for candidate to sit while his/her image and biometrics are captured. The background of the registration desk should be a white board.
 - l). To ensure availability of bottled water (at least 500 ml) and separate clean toilet facilities for both Ladies and Gents, at each floor of examination centre.
 - li). To ensure availability of proper security, frisking (body pat as well as Hand Held Metal Detector) at the examination centres.
 - lii). To ensure the functioning of Computer based Test delivery system by conducting adequate mock drills of actual test delivery system at all examination centers before and a Final mock drill to be conducted a day before actual examination on all centers at same time just like simulating the examination day. All computers

including buffer computers to be used on examination day shall be logged in through dummy roll numbers and report shall be submitted to NBEMS.

- liii). To provide Hardware and Software required to set up Command Center at NBEMS or mutually agreeable place for Monitoring, Administration and Control of all activities at all stages during conduct of exam.
- liv). To ensure biometric capture of candidate after each bio-break taken during examination.
- lv). The various blocks of Exam centre to be used for examination should be within the same premises not very far from each other. The entire premises should be secure and not be accessible to unauthorized individuals. There should be a secure entry & exit gate that can be closed to prevent unauthorized entries. The backup server should be properly configured to ensure the redundancy in case the primary server fails.
- lvi). The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
- lvii). The test Centres to be engaged for NBEMS examinations shall not have mobile towers on their roof such that it would adversely affect the jamming of mobile signals.
- lviii). The approach road to the test centres shall be wide enough to accommodate the rush of entering & exiting high number of candidates.
- lix). Any other related or incidental task decided by NBEMS on the basis of requirement of the individual examination. The vendor shall be required to address the requirements of NBEMS for such incidental tasks after mutual discussions.
- lx). To ensure that any data obtained during the examination process is not shared/leaked to any third party / unauthorized person / agency at any stage of the examination process or thereafter.
- lxi). To provide (before the conduct of examination) details of manpower deputed for conduct of NBEMS examination at each test centre, along with their no-blood relation certificates with candidates appearing in respective

examination.

- lxii). The pre-test visit to be conducted around 1 month before the examinations by NBEMS appointed appraisers and suggestions regarding improvements in the test centers shall be attended by the bidder. Centers which are found not to meet the minimum NBEMS requirements repeatedly shall be blacklisted for conducting any NBEMS examination in future.
- lxiii). 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.

b) **CONDUCT OF HYBRID EXAMINATIONS**

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

a)	Test Centre Administrator – Venue Controlling Officer	1 (One for each centre)
b)	IT Manager – System Operator	One for each 250 candidates
c)	Invigilators – Exam Lab Invigilator	02 per 24 candidates
d)	Support Staff – Volunteer, MT Operations Executive	02 per 100 candidates
e)	Security Guards	02 per 100 candidates
f)	Electrician	01 (One for each centre)
g)	Peons /Waterman – MT Admin Executive	02 per 100 candidates
h)	Registration Manager	01 per 30 candidates
i)	Exam Lab Supervisor	1 per lab

Note: Above staff should be increased proportionately on the basis of candidates allotted to that centre. Role of each individual shall be unique and there shall not be any overlap. One individual should not be assigned more than one role in an examination.

- ii. At least, the Test Centre Administrator and IT Manager shall be regular employees of the service provider on its direct pay-roll.
- iii. The Conduct of examination would be multidisciplinary / multiple subject as per scheme of examination. Henceforth, the

test delivery system should be able to handle this aspect of multidisciplinary / multiple subjects very well.

- iv. To host the exam and manage the test delivery process through intranet based solution at Examination Centres, the computer systems and servers shall be of latest configuration and LAN must be scaled enough to handle the traffic in real time with proper backup and redundancy at each level.
- v. To securely transmit, download, install and implement confidential data received from NBEMS using standard encryption and security protocol. The question paper installation and implementation shall be as per requirement and instruction of NBEMS and executed in real time situation.
- vi. To arrange frisking of candidates at examination centre including use of hand held metal detectors, to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet), any ornaments etc. as per the guidelines of NBEMS.
- vii. 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.
- viii. To complete registration process of the candidates before start of examination with capturing digital photo, bio-metric finger print, signatures, Iris, etc and after that allow candidates to appear for test at Examination Centres. Signatures will be captured in ink only.
- ix. The service provider shall be able to verify the identity of candidates through biometrics and/or Face ID captured at the time of registration for the test against the database of previous NBEMS examinations. Reports to be generated for debarred candidates, mismatched candidates etc.
- x. To arrange provision for collection of physical thumb impression (using non-staining inkpads) and signature on physical attendance sheets. (to be arranged by the vendor).
- xi. To arrange/provide adequate displays/signages and required instructions/ information to the candidates appearing for test at Examination Centers.

- xii. To maintain step by step complete log of all candidate activities during the course of examination, to enable complete audit ability of the assessment process.
- xiii. To obtain candidate's feedback through Feed Back Form, after examination is over.
- xiv. 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, not later than 3 weeks of conduct of the examination.
- xv. To capture during examination attendance digitally in form of photograph and finger biometric at desk of each candidate and submit a comparative report of candidate seated vis-à-vis candidate allocated to that computer system.
- xvi. The Examination Centre must have facilities for installing security and access control systems including signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.
- xvii. To devise and setup system for monitoring and supervision of Examination Centre activities (Centre level/ Candidate's level) at designated office/Control Room set up by NBEMS for these examinations.
- xviii. To make provisions for safe lockers to safely store the blank answer scripts sent by NBEMS to the test centre before the conduct of examination and to store the used answer scripts in sealed packets before transmission to NBEMS after conduct of examination.
- xix. Contingency plan for Candidate management/Shifting in case of any emergency.
- xx. 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.
- xxi. To send confidential data and documents of examination as per instruction of NBEMS.
- xxii. Any other related or incidental task. The vendor shall be required to address the requirements of NBEMS for such incidental tasks after mutual discussions.

c) **POST EXAMINATION WORK**

- i. To carry out works related to post processing of confidential data and providing data as required by NBEMS.
- ii. 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.
- iii. To provide Hardware and Software required for Biometric, Face ID and Iris verification and Aadhaar Based authentication of all candidates at the time of counseling/admission.
- iv. To provide Post Examination Analytics Report in the following manner:
 - a) Audit logs and provide summary of audit logs, time log, MAP, IP address with MAC address of computer systems etc.
 - b) 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.
 - c) Any other reports by analyzing the data stored, whenever required by NBEMS.
- v. To provide following data and documents related to conduct of examinations at test centres within 3 weeks of conduct of examination:
 - a) CCTV footage of all test centres engaged
 - b) Attendance Sheets for candidates
 - c) Documents collected from candidates, if any
 - d) Attendance of invigilators, staff on exam duty
 - e) Audit logs of Firewalls or equivalent capabilities installed at test centres

- f) Lab wise, seat-wise mapping of candidates
- g) Exam day registration images (photographs, signature, Iris scan, thumb impressions)
- h) Exam day during exam images (photographs, finger biometrics)
- i) Exam day bio-break images & proforma (photographs, finger biometrics)
- j) System change log, if any
- k) 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
- l) Face comparison report of images submitted by candidate during online application registration v/s images captured on exam day. ix). To provide documented inputs and support for handling:
 - a) Candidates queries;
 - b) Press interaction;
 - c) RTI queries;
 - d) Court Cases;

Note: 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.

- vi. To provide technical support and manpower to set up Biometric, Aadhaar based Authentication, Iris and Face ID Kiosks for Biometric, Iris and Face ID Verification on pan India basis as per requirement of NBEMS/Counseling Authorities.

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

III. Exam Security

In addition to the details already specified in the document above, the Bidder should ensure that the following security measures are in place for all Computer Based Tests:

- i) Robust and sanitized IT infrastructure having strong cyber security.
- ii) Firewall or equivalent capabilities installed at all test centres to prevent any remote access, hacking into local network at test centres and to provide firewall or equivalent capabilities logs for exam day. iii). IT in-charge and administrative in-charge at each centre should be a regular employee of the agency and should be on their pay rolls. iv). Continuous CCTV surveillance as stated above. The CCTV footage of each centre is to be provided to NBEMS in external hard disk drives which shall be procured by agency itself.
- iii) Biometric, Iris and Face ID capture and verification for 100% candidates. Aadhaar based authentication of candidates who have been issued Aadhaar number and provided the said details in application forms. 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.
- iv) Complete power backup.
- v) Provision of deployment of mobile phone jammers at each centre.
- vi) Maintaining audit and server logs and handing it to NBEMS.
- vii) Forensic analysis / data analysis post examination.
- viii) Setting up of biometric, Aadhaar based authentication, Face ID and Iris kiosk for verification all across the country.
- ix) The agency should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the exam.
- x) The agency should have in-house quality assurance group and a strong quality management system to carry out quality check of the software.
- xi) The firm needs to ensure that no data will be stored/sent out of the country at any point of time.

IV. Secured question paper authoring software

- a) The bidder shall provide a secured question paper authoring platform for secured question paper/question paper bundle creation by NBEMS.

- b) The Question Paper authoring software should support creation of question papers with various types of questions with various difficulty levels with image/multimedia support.
- c) The Bidder shall securely transmit, download, install and implement Question Papers from NBEMS' location to the Monitors of respective candidates at the examination centers.
- d) The bidder shall provide necessary training to the staff of NBEMS regarding the use of secured question paper authoring platform for secured question paper/ question paper bundle creation.

V. 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.

VI. 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 NBEMS on Digital Evaluation towards capacity building of all stakeholders.
- c) The evaluation software should have role base Security Mechanisms.
- d) The NBEMS will provide Uninterrupted Power Supply (UPS) and Generator backup at the evaluation center.
- e) Evaluation center should have a minimum capacity of 20 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 NBEMS at the Evaluation Center or secure digital remote evaluation with login credentials, FaceID verification etc.
- h) Bidder to maintain complete log of all activities of evaluators during the course of evaluation to enable complete Audit of 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.
- l) 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 NBEMS 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 NBEMS
 - (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/paper-wise Evaluator details

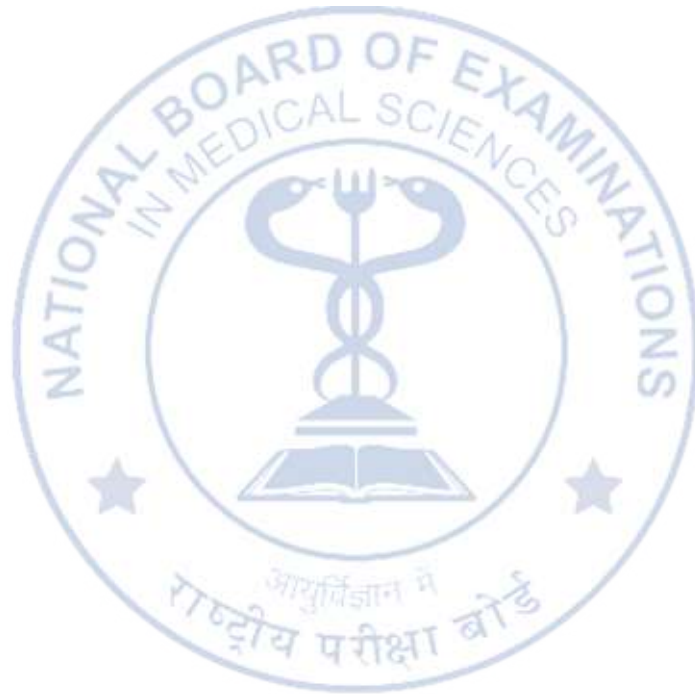
- (iv) Daily and consolidated Specialty wise Moderator details
- (v) Skipped Answer Script details (till date)
- (vi) Overall Specialty wise and paper-wise Evaluation (till date)
- (17) Providing password to each and every Evaluator through Authorized Representative nominated by NBEMS and the password 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.

VII. Results & Merit Generation

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



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. 10 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 31st March 2024.
- 9.** 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.

- 10. 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.
- 11. 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.
- 12.** 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.
- 13.** The bidder must submit suitable emergency management plan during any crisis situations/ redundancy of servers, switches, nodes additional center locations, students' data.
- 14.** The bidder must have authorized and globally accepted certifications i.e. ISO-27001, ISO 20000, ISO 9001 and SEI CMMi Level 3.
- 15.** The Bidder should have infrastructure in all the major cities across India with validated Owned/Leased nodes capability of at least 50,000 having appropriate technology, hardware and software, dedicated connectivity, trained proctoring staff, adequate security measures and due diligence etc. (Proof to be submitted).
- 16.** 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.
- 17.** 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.
- 18.** Bidder must submit the signed copy of Integrity Pact as per **Annexure IX.**
- 19.** 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.

Contd...

D. General Terms and Conditions (GTC)

I. Awarding of the Contact:

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, NBEMS 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, NBEMS 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 NBEMS 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 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.
5. The notification of award will constitute the formation of the Contract. Upon the successful bidders furnishing of Performance Security, NBEMS 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. EMD and Performance Security/ Security Deposit

1. All Bids must be accompanied by Earnest Money Deposit in the form of Demand Draft issued by any scheduled/nationalized bank drawn in favor of '**National Board of Examinations in Medical Sciences**'. Bidders seeking exemption being an MSE, must attach relevant proof alongwith their bids.

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 the date of completion.
3. In case the contract is extended, the Performance Security/ Security Deposit will have to be extended accordingly by the respective Bidder.
4. All incidental charges such as premiums, commission etc. in respect of Performance Security shall be borne by the bidders.
5. 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 NBEMS. No interest shall be paid on the Performance Security / Security Deposit.
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.
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.
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.

III. Modification in Scope of Work

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.

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 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.

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 NBEMS or security arrangements (including but not limited to the Assignment Instructions, Schedules and other 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.
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 NBEMS 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/Cess 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 NBEMS. Neither the Bidder nor any of its directors, partners or members shall have right to bind NBEMS or any of NBEMS'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 NBEMS 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, NBEMS 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 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 and expenses, including but not limited to reasonable attorney’s fees and expenses,

arising out of or resulting from the selected bidder' 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.

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 NBEMS such reports and measures of the activities performed, associated findings, status of follow-up activities, summary of control incidents and related corrective action as NBEMS 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 NBEMS.
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 NBEMS in writing the fact of the delay, its likely duration and its cause(s). NBEMS 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 NBEMS 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 NBEMS, 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 NBEMS, 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. NBEMS 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 NBEMS 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 NBEMS, 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 NBEMS's operations.
4. The Contract may be terminated forthwith by the NBEMS by giving written notice to the Bidder, if:
 - (a) Bidder does not provide Services satisfactorily as per the requirements of NBEMS 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 NBEMS 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 NBEMS.

XIX. Cancellation

NBEMS 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

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 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. Integrity Pact

Bidder is mandatorily required to sign the Integrity Pact(IP) as per the format attached as **Annexure IX**, failing which bid shall not be processed. The details of IP are available in NBEMS Website (www.natboard.edu.in)

XXII. Disclaimer

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

XXIII. 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.

Contd...



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. NBEMS 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 & NBEMS will be in English language only.

V. Earnest Money Deposit

1. All Bids must be accompanied by Earnest Money for an amount of **Rs 42,00,000/-** (Rupees Forty-Two Lakh 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 in Medical Sciences**', payable at **New Delhi**.
2. Micro & Small Enterprises (MSEs) shall be eligible for getting exemption from payment of Earnest Money as per the directions of the Government of India, subject to their furnishing along with their offer, the proof of their registration as MSE.
3. Unsuccessful bidder's EMD will be returned within 30 days from the date of placement of order to the successful bidder.
4. Successful bidder's EMD will be released subject to the submission of Performance Security of requisite amount.
5. 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.
6. 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 NBEMS. 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. NBEMS's right to Accept or Reject a Bid

1. NBEMS 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. NBEMS 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 NBEMS's action.
3. NBEMS 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. NBEMS shall bear no liability whatsoever consequent upon such decisions.
4. Conditional Bids shall be rejected.
5. NBEMS 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, NBEMS 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 NBEMS 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 in Medical Sciences.
- 4) Interested bidders may submit their Sealed Bids by the last date, in a tender box kept at following address:

National Board of Examinations in Medical Sciences
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 NBEMS office, Dwarka at the following address:

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

- 6) Technical Bids shall be scrutinised and evaluated by NBEMS'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 NBEMS 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 NBEMS.
- 12) Any Bid received by NBEMS after the last date of submission of Bids shall be summarily rejected. NBEMS 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) NBEMS 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 NBEMS. 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. NBEMS 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% of Rate quoted) + (25% 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) 70 % weightage will be awarded for Technical Evaluation and 30 % 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:

$F_n = F_{min}/F_b * 100$ (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) = $T_s * 0.70 + F_n * 0.30$

- 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 - 200	1
	=201 - 500	3
	>500	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 last 3 Financial Years	15
	10 Crore to 20 Crore INR	5
	20.01Crore to 50 Crore INR	10
	More than 50 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)	5
	15,000 - 20,000 Candidates	1
	20,001 - 30,000 Candidates	3
	>30,000 Candidate	5
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	5
	1,50,000 – 4,00,000 answer scripts	1
	4,00,001 – 7,50,000 answer scripts	3
	>7,50,000 answer scripts	5
1.4.3	Number of Candidates appeared in Hybrid Examinations (Single Shift)	5
	< 5,000	1
	5,000-10,000	3
	> 10,000	5
1.4.4	Experience of Similar Work in relevant field in Government Sector / PSUs / Reputed Companies	5
	< 1 Year	1
	1-2 Year	3
	> 2 Year	5

Continued...

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/IV DC infrastructure with Secondary DC outsourced by the bidder.	2
	"Tier III/IV DC infrastructure with Secondary DC owned by the bidder	5
	"Tier III/IV 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, NBEMS at its discretion, may ask any Bidder for clarification(s) of their Bid.
- 2) In the event, Bidder fails to provide clarifications sought by NBEMS, by Stipulated time asset in NBEMS'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, NBEMS 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, NBEMS'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 NBEMS.
- 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, NBEMS 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 NBEMS, NBEMS 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, NBEMS 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, NBEMS 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 NBEMS 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 NBEMS, 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 NBEMS 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 NBEMS 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 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.
- b) The bidder or NBEMS 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, NBEMS 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 NBEMS 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 NBEMS to perform any of NBEMS'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 NBEMS 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 NBEMS shall not be entitled to claim any rights therein. All rights, title and interests in NBEMS Data shall always remain with NBEMS. NBEMS 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, NBEMS 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) NBEMS 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 NBEMS 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. 2021-22	(2) F.Y. 2022-23	(3) F.Y. 2023-24
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)			

Note: Attach additional sheets, if necessary.

(Sign & Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

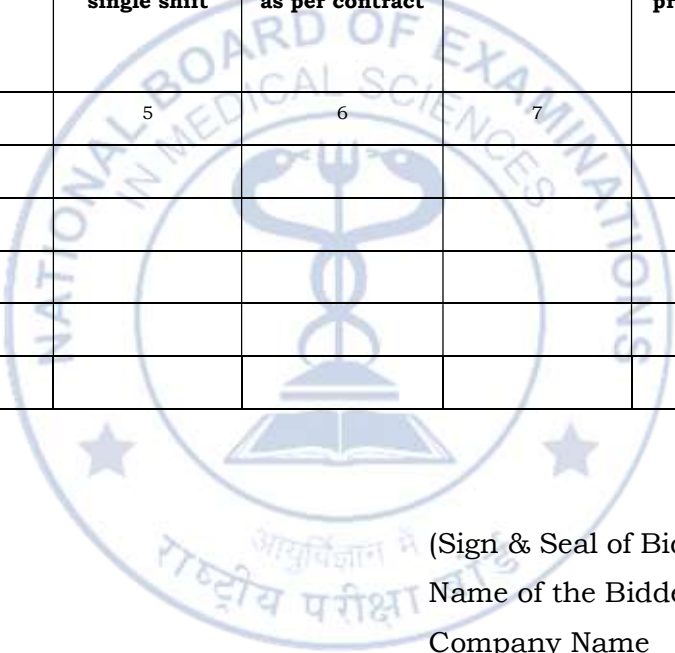
(With Full Address) : _____

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 No. of Employees

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

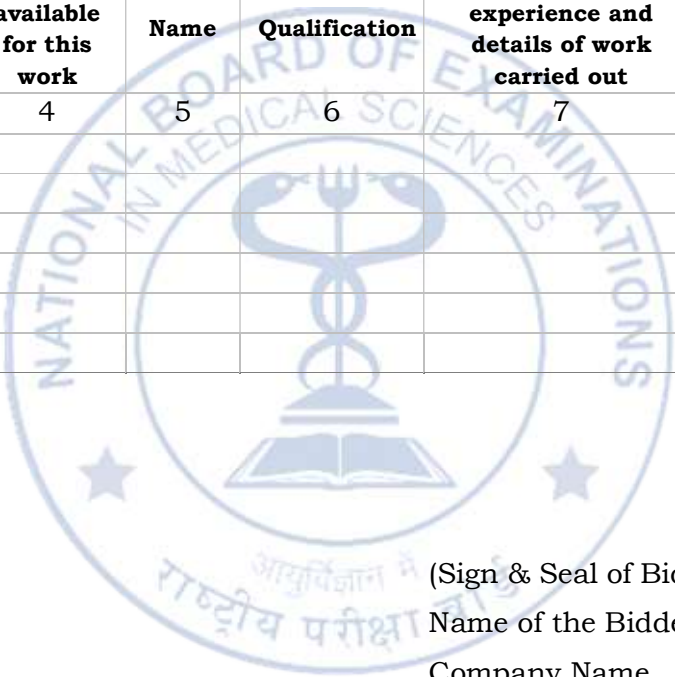
1. Name and address of Bidder :
2. Telephone No. / Fax No./Email address :
3. Legal status (Attach copies of original document defining the legal statues).
 - a) An Individual :
 - b) A Proprietary/Partnership bidder :
 - c) A Trust :
 - d) A Limited Company or Corporation :
4. Particulars of Registration 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.

(Sign & Seal of Bidder)

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 in Medical Sciences
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	Unit	Rates (in figure)	Rates (in words)
i.	Conduct of End to End offline Examination	Per Candidate		
ii.	Digital Evaluation of Answer Scripts	Per Answer Booklet		
iii.	Additional Rate (in percentage basis of Sr. No. 1 above) for the Tendered activity as per COVID-19 SD-50 norms.	Per Candidate	_____ % of Sr. No. (i) (Not to exceed 50%)	_____ % of Sr. No.(ii) (Not to exceed 50%)

Bidders are also requested to submit the following rates if on site scanning facility is available, the same is **optional** and shall not be considered for Financial Evaluation/award of contract:

iv.	Additional Charges for Onsite Scanning of Answer Booklets at Examination Centres.	Per Answer Booklet (50 pages)		
-----	--	-------------------------------	--	--

(Sign & Seal of Bidder)

Continued...

Note:

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

ANNEXURE-VII

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)

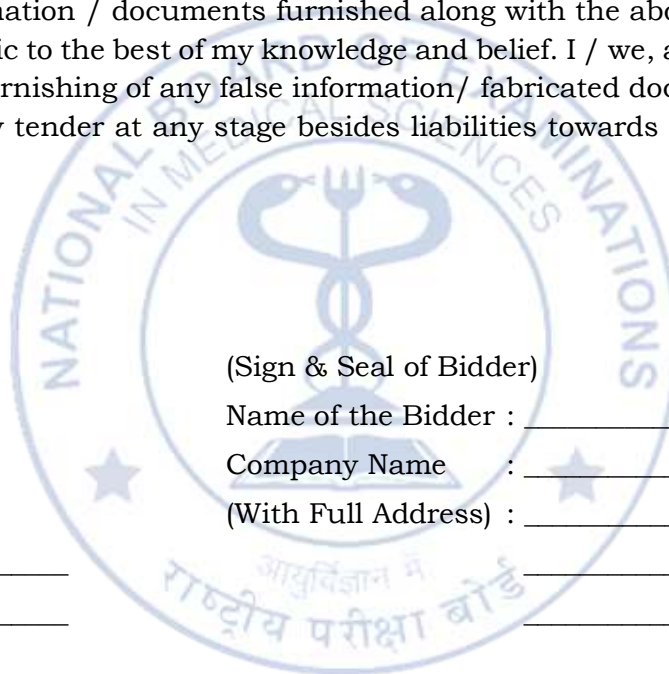
Name of the Bidder : _____

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 in Medical Sciences, 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 : _____

INTEGRITY PACT

Between

National Board of Examinations in Medical Science (NBEMS) hereinafter referred to as

“The Principal”

and

.....hereinafter referred to as

“The Bidder/Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the BNS/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/contractor(s)

1. The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever

- during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PCAct ; further the Bidder(s)/ contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) /Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at Annexure-A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

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.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
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.

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 anti-corruption 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.”

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7– Criminal charges against violating Bidder(s)/Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidder(s)/Contractors as confidential. He reports to the Executive Director, NBEMS.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to the Executive Director, NBEMS within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Executive Director, NBEMS, a substantiated suspicion of an offence under relevant BNS/PC Act, and the Executive Director NBEMS has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
8. The word 'Monitor' would include both singular and plural. Monitor would be entitled to receive such compensation as may be decided time to time by the Executive Director/Competent Authority.

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.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Executive Director of NBEMS.

Section 10 – Other provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. That a person signing IP shall not approach the courts while representing the matters to IEMS and he/she will await their decision in the matter.
3. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
4. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
5. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.”

(For & On behalf of the Principal)

(Office Seal)

Place.....

Date.....

Witness1:

(Name & Address)

(For & On behalf of Bidder/Contractor)

(Office Seal)

Witness 2 :

(Name & Address)



GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NBEMS shall apply for registration.

An agent shall represent only one Foreign Supplier and not represent two suppliers or quote on their behalf in the same tender.

However, either the Indian Agent on behalf of the Foreign Suppliers (also includes foreign manufacturers) or the Foreign Suppliers (also includes foreign manufacturers) directly could bid in a tender, but not both. In cases where an agent participates in a tender on behalf of one manufacturer, shall not quote on behalf of another manufacturer along with the first Manufacturer in a subsequent/parallel tender for the same item.

Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NBEMS.

Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

Tenderers of Foreign nationality shall furnish the following details in their offer:

The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by NBEMS in Indian Rupees only.

Tenderers of Indian Nationality shall furnish the following details in their offers:

The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by NBEMS in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

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.



GUIDELINES ON BANNING OF BUSINESS DEALINGS

CONTENTS

Sr.	Description
1.	Introduction
2.	Scope
3.	Definitions
4.	Initiation of Banning / Suspension
5.	Suspension of Business Dealings
6.	Ground on which Banning of Business Dealing can be initiated
7.	Banning of Business Dealings
8.	Removal from List of Approved Agencies-Suppliers/ Contractors etc.
9.	Procedure for issuing Show-cause Notice
10.	Appeal against the Decision of the Competent Authority
11.	Review of the Decision by the Competent Authority
12.	Circulation of the names of Agencies with whom Business Dealings have been banned

1. Introduction

National Board of Examinations in Medical Sciences (NBEMS) is an autonomous body under the Ministry of Health and Family Welfare, Government of India. NBEMS as also to safeguard its commercial interests deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NBEMS to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on NBEMS to observe principles of natural justice before banning the business dealings with any Agency.

Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

NBEMS reserves its rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation.

Similarly, in case of sale of material there is a clause to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner.

However, absence of such a clause does not in any way restrict the right of NBEMS to take action / decision under these guidelines in appropriate cases.

The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

These guidelines apply to all the offices of NBEMS.

It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.

The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

i) 'Bidder / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Bidder / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.

ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- a) If one is a subsidiary of the other.
- b) If the Director(s), Partner(s), Manager(s) or Representative(s) are

common;

c) If management is common;

d) If one owns or controls the other in any manner;

iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

a) Executive Director, NBEMS shall be the 'Competent Authority' for the purpose of these guidelines. President, NBEMS shall be the 'Appellate Authority'.

b) President, NBEMS shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.

iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

v) 'List of approved Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers shall mean and include list of approved / registered Agencies - Bidder / Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department may also be competent to initiate such action.

5. Suspension of Business Dealings

If the conduct of any Agency dealing with NBEMS is under investigation by any department, the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

The order of suspension shall be communicated to all Departmental Heads. During the period of suspension, no business dealing may be held with the Agency.

As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

If the gravity of the misconduct under investigation is very serious and it would not be in the interest of NBEMS, as a whole, to deal with such an Agency pending investigation, the Competent Authority may order suspension of business dealing with Agency and send his recommendation to Chief Vigilance Officer (CVO), NBEMS alongwith the material available, copy of which may be issued to the Agency concerned with intimation to CVO, NBEMS. Such an order would operate for a period of six months from the date of issue.

If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or NBEMS, during the last five years;

If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

If the Agency continuously refuses to return / refund the dues of NBEMS without 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 employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

If business dealings with the Agency have been banned/blacklisted by Government Agencies/ Statutory bodies, DGQA, Defence Shipyards, DPSUs or with whom commercial transactions have been suspended for sufficient and justifiable reasons.

If the Agency having same promoters/Directors /Partners as the barred/blacklisted Company as at 6.6 above for the duration for which the barring/ blacklisting of sister concern persists.

If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

If the agency who had fraudulently dealt with the Company for pecuniary gains or had connived with dealing officers for mutual benefit.

If the Agency uses intimidation / threatening or brings undue outside pressure on the NBEMS or its official in acceptance / performances of the job under the contract;

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;

Based on the findings of the investigation report of CBI / Police against the Agency for malafide / unlawful acts or improper conduct on his part in matters relating to the NBEMS or even otherwise;

Established litigant nature of the Agency to derive undue benefit;

Continued poor performance of the Agency in several contracts;

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.

If the Agency who knowingly collude to defeat competition with the aim of deriving undeserved profit or gain from doing business with NBEMS.

(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).

7. Banning of Business Dealings

Decision to ban business dealings with any Agency would apply throughout the Company.

There will be a Standing Committee to be appointed by the President, NBEMS which may include HOD of respective Sections, rep of Legal Deptt. and CVO for processing the cases of "Banning of Business Dealings". The functions of the committee shall, inter-alia include:

- i) To study the report of the Investigating Agency and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.
- iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.
- iv) To submit final recommendation to the Competent Authority for banning or otherwise.

If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show-cause notice may be issued to the Agency as per paragraph 9.1 and an enquiry held accordingly.

8 Removal from List of Approved Agencies - Suppliers / Contractors, etc.

If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE may not be given to the Agency concerned.

Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or mis-behaviour may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

If the Agency requests for inspection of any relevant document in possession of NBEMS, necessary facility for inspection of documents may be provided.

The Competent Authority may consider and pass an appropriate speaking order:

- a) For exonerating the Agency if the charges are not established;
- b) For removing the Agency from the list of approved Suppliers / Contactors, etc.
- c) For banning the business dealing with the Agency.

If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

The Agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Appellate Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the separate Standing Committee which may be constituted by Appellate Authority for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

Depending upon the gravity of misconduct established, the Competent Authority may direct HOD, Procurement Section to circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Inquiring Authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, NBEMS may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its inter- connected Agencies.

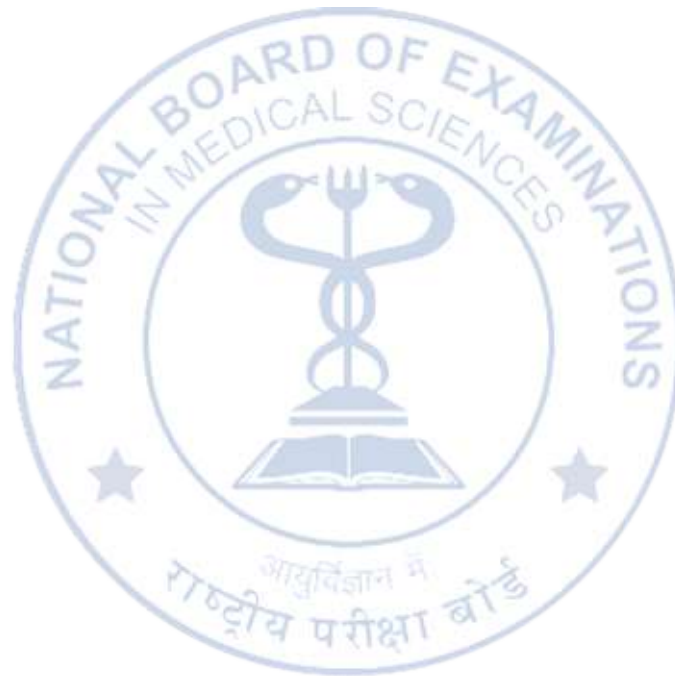


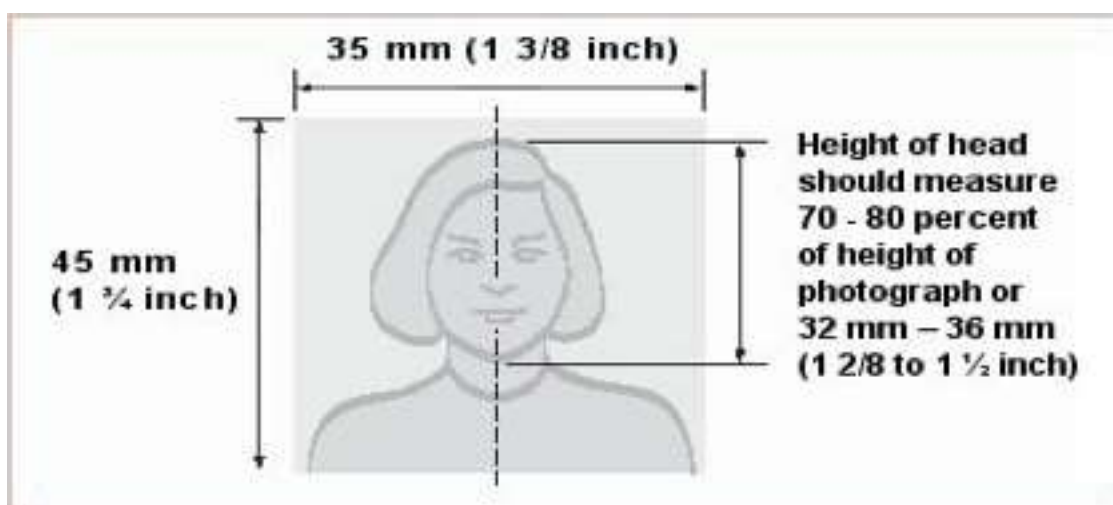
Image Upload Instructions

Note: Kindly go through the guidelines carefully. Images uploaded in the application form which are not in accordance with the guidelines or failure to rectify the images in the edit window/final edit window shall invite rejection of application.

Before applying online, a candidate will be required to have a scanned (digital) image of his/her photograph, signature and thumb impression as per the specifications given below. Your online application will not be registered unless you upload your photograph, signature and thumb impression as specified.

A. PHOTOGRAPH

Processes for photo upload:



The candidate shall be required to upload **TWO** photographs:

1. A **REAL TIME PHOTOGRAPH** taken by the webcam/in-built camera of the computer system while filling the online application form:
 - a. Confirm that the system used to fill the form has an in-built camera/webcam.
 - b. Be properly dressed in a formal attire.
 - c. Stand/sit against a **white background** (Avoid distracting backgrounds)

-
- d. There should be bright light falling on your face but not on the webcam.
 - e. No objects should be behind you while capturing the photograph through web cam). The image **must not include other objects or additional people**. Ensure that you are only one person in picture.
 - f. The image must contain the full face, ears, neck, and shoulders of the entrant in frontal view with a neutral, non-smiling expression and with eyes open and directed at the camera.
 - g. The image must not contain any parts of the body below the entrant's shoulders.
 - h. Click on "Capture Photo" button in the application form.
9. Upload a **RECENT PHOTOGRAPH** (Not more than 3 months old) which can be prepared in following way:

CLICKING YOUR RECENT PHOTO USING DIGITAL CAMERA:

❖ **DO NOT UPLOAD MORE THAN 3 MONTH OLD PRE-
SAVED PHOTOGRAPH OF YOURS. Uploading a
photograph which is not a recent one shall invite rejection
of application.**

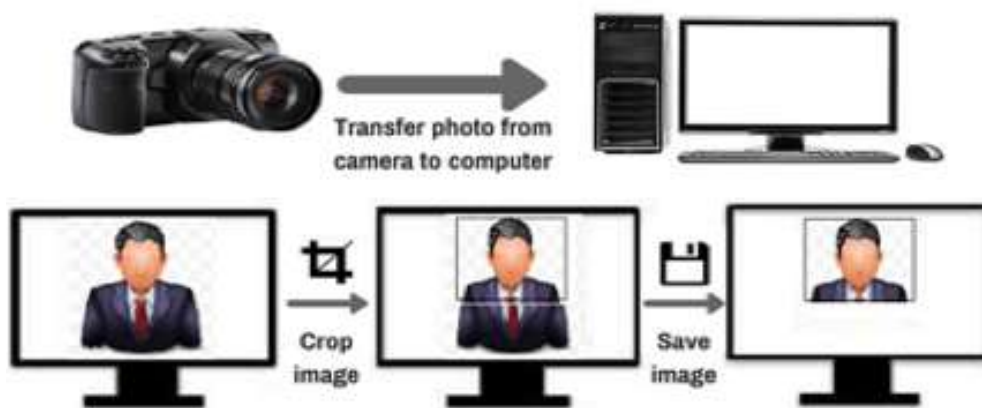


❖ **IN CASE OF GROSS DIFFERENCE IN YOUR
APPEARANCE IN REAL TIME PHOTOGRAPH AND UPLOADED
PHOTOGRAPH, THE APPLICATION WILL BE REJECTED.**

- a. Preference to be given to upload a photograph taken in a photo-studio in last 3 months to avoid any likely error in photograph. If you decide to take the photograph at home, please follow the instructions mentioned below.
- b. Be properly dressed in a formal attire.
- c. Click colour photograph in **bright light** using any high resolution digital device (preferably with > 5-megapixel resolution). Avoid using flash as it tends to create a shadow on the white background. Images which are taken in with improper light shall be rejected.
- d. Avoid selfie; ask someone else to take the picture for you. They might also help to direct you a bit, like telling you to straight your head or tuck your hair behind your ears. Selfies shall be rejected.
- e. Do not wear spectacles (to avoid reflection in the glass), cap, goggles, stethoscope around neck, makeup, ornaments while getting the photo shot.
- f. Stand/sit against a **white background** (Avoid distracting backgrounds)

-
- g. No object should be in the background. The image must not include other objects or additional people. Ensure that you are only one person in picture. Images having any object in the background shall be rejected.
 - h. The image must contain the full face, ears, neck, and shoulders of the entrant in frontal view with a neutral, non-smiling expression and with eyes open and directed at the camera.
 - i. The image must not contain any parts of the body below the entrant's shoulders. Images having parts of body below the shoulder shall be rejected.

Checklist for editing & uploading the digital photograph:



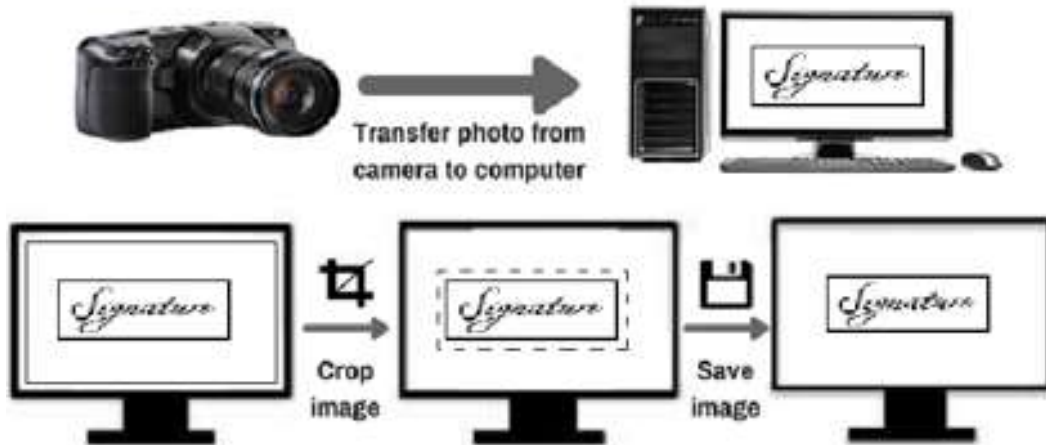
- a. Transfer the photograph from the digital device to a computer / laptop.
- b. Photograph is in colour with white background.
- c. Your face is clearly visible.
- d. The size of image should be less than 80kb. Size of the image can be checked by right click on the image and then go to “Properties” link. (Maintain aspect ratio, i.e. height and width ratio to avoid distortion of image)
- e. Image is in .jpg/ .jpeg format.
- f. Image is not blurred in the process of editing.
- g. Digital enhancement or other alterations or retouching are not permitted.
- h. Make sure your face takes up at least 70-80% of the frame.

B. SIGNATURE

Digital image of your Signature can be made in two ways:

- Using a digital device to directly image (i.e. camera)
- Scanning the signature

I.



PREPARING DIGITAL IMAGE OF SIGNATURE USING A DIGITAL DEVICE (CAMERA)

Clicking image of signature using a digital device:

- Draw a box of size 1.5 cm (height) x 3.5 cm (width). Use a black or dark blue ink pen to sign within this box.
- Click the signature within the box in bright light conditions using any digital device (preferably with > 5-megapixel resolution). Avoid using flash.



- Check the shadow of your hands/camera/smartphone etc. does not fall on the sheet.

Editing digital image of the signature:

- Transfer the digital image to a computer/laptop.
- If required, use **auto-correct feature** of image editing software so that the signature is clear against a white background.
- Crop** the image such that borders of box are reached.
- Resize** the image to 20 – 100 Kb (maintain aspect ratio, i.e. height and width ratio to avoid distortion of image)

II. SCANNING THE SIGNATURE:

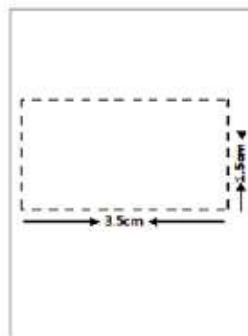
- The candidate should provide his/her complete signatures and not just initials.
- The signatures should be **done by the candidates only** as it may be checked any time frequently.
- Signature done on the blank **white page without lines only** will be accepted
- Take the white sheet and mark the box size of 3.5 x 1.5 cm (width x height)
- Sign inside the box with **blue/black pen**.
- If the Candidate's signature on the answer script, at the time of the examination, does not match the signature on the Attendance Sheet, the candidate will be disqualified.
- Set the scanner to 200 dpi
- The scanned image should be saved in .jpeg/ .jpg format.
- Crop only box area and not the complete white page.
- The size of image should be less than 80kb.

C. THUMB IMPRESSION

Instruction for preparing digital image of thumb print

Taking a thumb-print

- Draw a box of 3.5 cm x 1.5 cm (width x height) on a white



Draw a box of 1.5cm x 3.5cm for Left thumb impression



Left thumb impression within the box

sheet of paper (you may draw more than 1 box to take multiple thumb print and select the best).

b. Use a fresh **blue/black colour ink pad**.

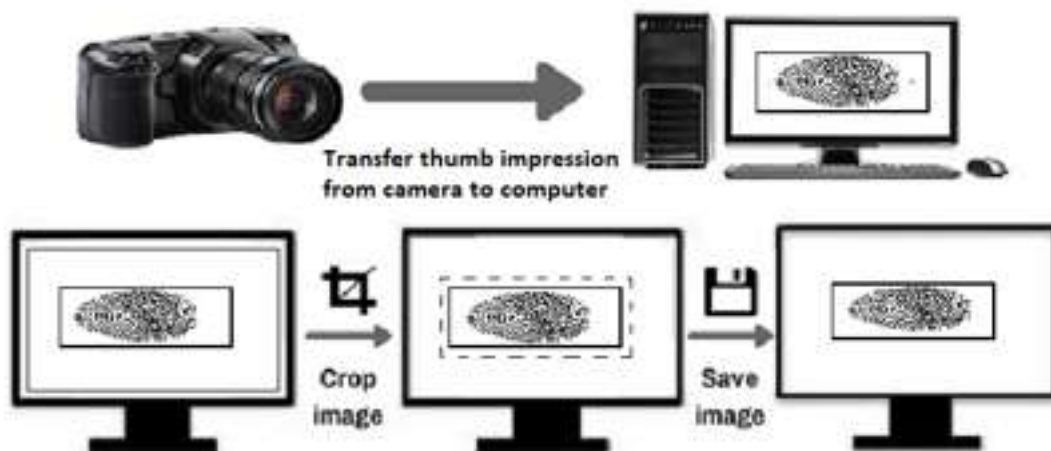
c. Practice on a sheet of paper to get the proper thumb-print especially the density or darkness of the colour. The impression of the print should be clear and readable; neither dark nor smudged or light.

d. Clean your hands and dry them before you begin (oil/dirt can obscure the prints)

e. Gently press your **LEFT THUMB** against the ink pad and take a horizontal print of your left thumb within the box. Do not press too much or wriggle as it may lead to smudging of print.



I.PREPARING DIGITAL IMAGE OF THUMB IMPRESSION USING A DIGITAL DEVICE (CAMERA)



II.SCANNING THE THUMB IMPRESSION

a. Set the scanner to 200 dpi.

b. Save the scanned image of thumb-print as .jpg/ .jpeg format.

c. Crop only box area.

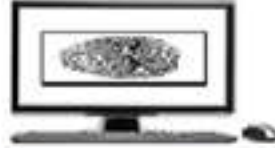
d. The size of image should be less than 80kb. Size of the image can be checked by right click on the image and then go to "Properties" link.



Scan















Preview scan to set scan area












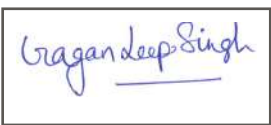




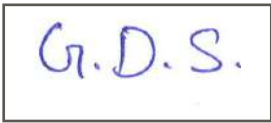
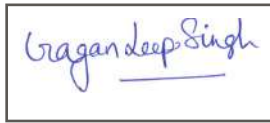











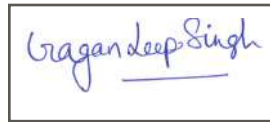


Scan only BOX with signature not entire sheet











INSTRUCTIONS FOR ACCEPTABLE PHOTOGRAPHS


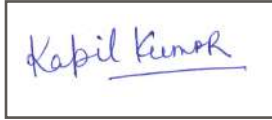






Not Acceptable	Reason for Rejection	Acceptable
	Cropped image	
		
	Not looking straight into camera	
		
	Black & White Photographs	
		

	<p>Improper flash or improper lighting</p>	
		
	<p>Photo taken with mobile phone (including "selfies") resulting in distorted face</p>	
		
	<p>Distortion due to enlargement of an original smaller image</p>	
		
	<p>Improper Background or Sunglasses</p>	









			
	Too much glare on spectacles		
			
	Spectacle rim over eyes		
			
INSTRUCTIONS FOR ACCEPTABLE SIGNATURES			
Not Acceptable Signature	Reason for Rejection	Acceptable	
	Signature not in rectangle box		

























		
	Signature not in full	
		
	Initials are unacceptable	
		
	Signature in Capital	
		
	Signature is smaller in size. Instead of the box, entire page is scanned and uploaded.	
		






	Signature not in plain white background	
<div style="display: flex; justify-content: space-between; align-items: center;">   </div>		
	Signature and thumb impression in same box	
<div style="display: flex; justify-content: space-between; align-items: center;">   </div>		
	Signatures with dark background	
<div style="display: flex; justify-content: space-between; align-items: center;">   </div>		
	Signature outside the rectangle	
<div style="display: flex; justify-content: space-between; align-items: center;">   </div>		
	Signature in other than blue or black ink	
<div style="display: flex; justify-content: space-between; align-items: center;">   </div>		

	Photograph uploaded in place of Signatures	
		
	Thumb Impression Uploaded in place of Signatures	
		

INSTRUCTIONS FOR ACCEPTABLE THUMB IMPRESSIONS

Not Acceptable Signature	Reason for Rejection	Acceptable
	Thumb impression in other than blue or black ink	
		
	Thumb impression taken via mobile phone/camera with dark background	
		

	Incomplete thumb impression	
 		
	Picture of thumb instead of impression	
 		
	Thumb impression uploaded is partly cropped / not scanned completely.	
 		
	Thumb impression is not clear	
 		
	Dry thumb impression	
 		
	Thumb impression not in plain white background	
 		

	Thumb Impression obscured by too much ink.	
		
	Thumb Impression is too small; uploaded full A4 size sheet instead of box alone	