



**Madhya Pradesh Professional Examination Board
(PEB)**

Bhopal

TENDER DOCUMENT

FOR

***Selection of Agency for Management of Examination
Centre and Supply of Examination Engine (Computer
Based Online Examination) for Professional
Examination Board***

16-March-2022

Madhya Pradesh Professional Examination Board (PEB)

Dated: 16-03-2022

Tender Notice No. – 06/2022

Bids, valid for a minimum period of 90 days from the date of opening, are invited by Madhya Pradesh Professional Examination Board (PEB) for Selection of Agency for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) for Professional Examination Board.

Bid Data Sheet (BDS)	
RFP Name	The name of the RFP is "Selection of Agency for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination)"
RFP Reference	06/2022
Purchaser	Professional Examination Board (PEB), Bhopal
Bid Available in websites	https://www.mptenders.gov.in and www.peb.mp.gov.in
Date and time of RFP issuance	Date:16-March-2022, Time: 10:30 AM onwards
Pre-Bid Meeting Date	Date:04- April -2022, Time: 11:30 AM
Bid Submission Start Date	Date:11- April -2022, Time: 05:30 PM
Last Date for Bid Submission	The deadline for online Bid submission on https://www.mptenders.gov.in is 22- April -2022 Time: 05:30 PM
Date and Time for Opening of Technical Bids	Date: 25-April-2022 Time: 11:30 AM
Date & Time of Presentation and opening of Financial Bids	To be intimated later.
Type of Selection	Quality and Cost Based Selection (QCBS)
Language	The language of the Bid is: "English" All correspondence exchange shall be in "English" language.
Price Adjustment	The prices quoted by the Bidder "shall not be" subject to adjustment during the performance of the Service agreement.
Duration of the Assignment	The duration of the assignment will be 2+1 year.
Bid Currency	The Bidder is required to quote the Prices in Indian Rupees (INR) only.
Consortium or Joint Bids	"Not Allowed"
Bid Validity	The Bid validity period shall be 90 days from the date of opening of bid.
Bid Fee	INR 10,000/- (Rupees Ten thousand only)
Earnest Money Deposit to be submitted	INR 20,00,000/- (INR Twenty Lakhs Only)

Authorized Signatory

Director, PEB

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DISCLAIMER

This Request for Proposal (RFP) document is neither an agreement and nor is an offer to the prospective bidders. The purpose of this RFP document is to provide prospective bidders information that may be useful to them in the formulation of their bid for qualification pursuant to this RFP document. The assumptions, assessments, statements and information contained in this RFP document may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the bidders is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The PEB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The PEB or its employees or representatives make no representation or warranty and shall have no liability to any bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document

The PEB also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever, caused arising from reliance of any bidder upon the statements contained in this RFP document.

The PEB may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that the PEB is bound to select and to appoint the Selected Bidder as Service Provider and the PEB reserves the right to reject all or any of the bid without assigning any reason whatsoever.

The bidders shall bear all the costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PEB or any other cost incurred in connection with or relating to its bid. All such costs and expenses will be borne by the bidders and the PEB shall not be liable in any manner, whatsoever, for the same or for any other costs or other expenses incurred by any bidder in preparation and submission of the bid, regardless of the conduct or outcome of the Bidding Process.

Terms used in RFP

1. **“Agreement”** means the form of agreement together with the contents and specifications set out in all the volumes of the RFP;
2. **“Applicable Laws”** includes all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, court or other quasi-judicial authority;
3. **“Bidder or IA or Agency”** means the companies / firms bidding for the Project through this invitation of Request for proposal (RFP) exclusively for Madhya Pradesh Professional Examination Board (PEB) for the specified scope of work
4. **“Bid Evaluation Committee”** means the committee constituted by Madhya Pradesh Professional Examination Board (PEB) for the purpose of evaluation of bids received in response to this RFP document
5. **“Confidential Information”** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party or any information with regard to any candidate / department, including any such information that may come to the knowledge of the Parties hereto / Bidder's team by virtue of this Contract
6. **“Contract”** means the Agreement entered into between the Purchaser and the Bidder as recorded in the Contract form signed by the Purchaser and the Bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time;
7. **“Project”** means the project involving system design, training of personnel, implementation, maintenance and operations of the overall solution as per terms and conditions laid down in the RFP and in conformance to the SLA
8. **“Nodal Officer, PEB”** means the Director, Madhya Pradesh Professional examination Board (PEB)
9. **“Performance Guarantee”** or **“Performance Bank Guarantee”** or **“PBG”** shall mean an unconditional and irrevocable bank guarantee provided by a Nationalized Bank to PEB on behalf of the Bidder, pursuant to the Agreement. The PBG shall be valid for a period of 12 months post the expiry of the contract, unless extended pursuant to the Agreement
10. **“Project Data”** means all proprietary data of the Project generated out of the Project operations and transactions, documents and related information including but not restricted to user data

which the Bidder obtains, possesses or processes in the context of providing the Services to the users pursuant to this RFP including the SLA;

11. **“Go Live” or “Go Live date”** means the date on which the proposed System is completely operational as per the functional, technical and operational requirements specified in the RFP have been met by Bidder covering all phases of SOW.
12. **“Purchaser”** means Madhya Pradesh Professional Examination Board (PEB)
13. **“RFP” or “Request for Proposal”** means the documents containing the Technical, Functional, Operational, Commercial and Legal specifications for the implementation of the Project, issued in this one volume and also includes the clarifications, explanations and amendments issued by PEB from time to time
14. **“Services”** means the contents and services to be rendered during the Project Implementation Phase and the Project Operations and Management Phase including but not limited to the services to be delivered to the Stakeholders as specified in the RFP
15. **“Service Level”** means the level of service and other performance criteria which will apply to the Services as set out in SLA
16. **“Service Level Agreement” or “SLA”** means the agreement on service levels between PEB and Bidder, in terms of the Service Level requirements as per the model set out in PART-III MASTER SERVICE AGREEMENT
17. **“Third Party Agency”** means the agency appointed by PEB for the purpose of certification of the hardware and software by conducting various types of tests
18. **“Solution”** means study, plan, design, develop, customize, install, configure, and maintain entire application software.
19. **“Application”** means the Application developed/customized, tested, deployed and changed/improved during project term by the Implementation Agency for the purposes of rendering the Services to the Stakeholders of the Project at satisfactory level.
20. **“Successful Bidder”** means the bidder who has submitted most suitable bid proposal as per bid evaluation committee and who has awarded the work as Implementation Agency.
21. **“Deliverables”** means the products and services agreed to be delivered by the Successful Bidder in pursuance of the agreement as defined more elaborately in Scope of work Section 6. of this RFP document.

PART-1 INVITATION OF BIDS & BID PROCESS

Tenders are invited from eligible, reputed, qualified firms with sound technical and financial capabilities for Selection of Agency for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) as detailed out in the PART II: TERMS OF REFERENCE under Section 6 of this RFP document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section “4. Criteria for Evaluation” of this RFP document.

1 Structure of the RFP

This RFP document for Selection of Agency for Management of Examination Centre and Establishing Examination Engine for Professional Examination Board, Bhopal, for the Purchaser comprises of the following:

- 1) PART-1: Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
 - a) General instructions for bidding process
 - b) Bid evaluation process including the parameters for pre-qualification, technical evaluation and commercial evaluation to facilitate the Purchaser in determining Bidder's suitability as the implementation partner
 - c) Process of Appointment of Implementing Agency
- 2) PART-2: Functional and technical requirements of the project. The contents of the document broadly cover the following areas:
 - a) About the project and its objectives
 - b) Scope of work for the implementation agency
 - c) Functional and Technical requirements
 - d) Requirements for Conducting Computer Based examination
 - e) Functional Requirement for exam engine
 - f) Requirement for Setting up Examination centres and providing exam engine.

The Bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating Bidder's suitability to become the implementation partner of the Purchaser.

3) PART-3: Master Service Agreement (MSA)

The Bidders are expected to examine all instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Background Information

2.1 Objective

The objective of this RFP is to explore the opportunities of establishing a robust, efficient and transparent Examination Management system which includes; Deployment of Exam Engine, Exam Centre management and implementation of Exam Control Centre at PEB, Bhopal, Madhya Pradesh. The Core Objectives of the Project are:

- To implement Computer Based Examination System in PEB.
- To achieve better transparency and accountability in Examinations

After performing a transparent and fair process of selection, suitable agency shall be identified and selected as Implementation Agency (IA) for the project. The IA shall be required to sign an agreement with PEB, in which all the terms and condition, project work, timelines, roles and responsibilities, etc., as defined in this RFP, shall be included.

The selected bidder shall be responsible for providing entire solution that includes (but not limited to) system study, supply of hardware, application software, customization, installation, training, implementation, maintenance, etc. for conducting computer-based exams in PEB. Solution will be hosted in State Data Centre and accessed using SWAN or alternate ISP also.

It shall be over all responsibility of IA to study the existing system and requirements of PEB before bidding. Requirements mentioned in this RFP are indicative only and written purely for the purpose of making the Bidders able to estimate its efforts and costs required to achieve project objectives successfully.

2.2 About Madhya Pradesh Professional Examination Board (PEB)

The Madhya Pradesh Professional Examination Board (PEB) is the only organization of its kind in the country that organizes competitive tests for entrance to various professional courses every year on a very large scale.

The responsibility of conducting recruitment examinations for different state level posts, which are not filled through the Public Service Commission, has been entrusted to the Board by the State Government. To name a few, Sub Inspectors of Police (Home Department), Assistant grade III/Steno typists in General Administration Department, Rural Extension Officers in the Department of Agriculture, Training Officers in the Directorate of Employment and Training, Samvida Shikshak, MPLUN, Jail Head Quarter, Mahila Evam Bal Vikas, Controller Food & Drugs, Pollution Control and a large number of other examinations were conducted to fill up the backlog of posts in various Government departments.

The Examination board was first set up in the year 1970 with a focus to primarily conduct Pre-Medical Test (PMT). Following which, in the year 1981, Pre-Engineering Board was also set up. Henceforth,

in the year 1982, both the boards were combined and Madhya Pradesh Professional Examination Board (MPPEB) was constituted.

Madhya Pradesh Professional Examination Board (MPPEB) was founded with an aim to primarily conduct entrance tests for Medical, Engineering, Agriculture, Polytechnic, Nursing, Management and B.Ed., Ayurvedic, Homeopathic, and Yunani courses.

Further, in year 2004, General Administration Department (GAD), Government of Madhya Pradesh mandated the Board to conduct exams for Class- 3 and Class- 4 post recruitment exams. PEB conducts three types of exams, namely:

- ▶ Entrance,
- ▶ Recruitment and
- ▶ Eligibility.

Madhya Pradesh PEB Act came in 2007, in which it was named as an autonomous body corporate, under the Technical Education Department, Government of Madhya Pradesh. Being an autonomous body, the Government does not allocate any specific budget for the functioning of PEB; its main source of income is from the examination fees, which comes from various exams conducted by the organization. Currently, MPPEB is a self-financed, autonomous incorporated body of State Government of Madhya Pradesh and is the Largest Entrance Recruitment and Selection board across the country.

In past few years to improve its overall Examination System PEB has taken several initiatives for providing improved services to the public and to increase transparency while conducting exams. One such initiative is transformation from manual to complete automated system. The initiative was to implement an Application Software to automate the entire operations of Exams. Presently Existing System is based on command line Overall, around 20 lakh candidates take part in approximately 30 different examinations falling under categories like Entrance, Recruitment and Eligibility over the year.

The Professional Examination Board (PEB) is a self-financed, autonomous incorporated body of State Govt to conduct entrance tests for admission to various colleges in the state. Mainly, the PEB organizes the following examination:

Entrance Tests: -

- PPT: For entrance to Polytechnic diploma courses
- PAT: For entrance to Bachelor of Agriculture, Forestry, Horticulture courses
- GNTST: For entrance to General Nursing Training (Only for girls)
- PAHUNT: For entrance to Ayurvedic, Homeopathic, Unani and Naturopathy degree courses
- PNST: For entrance to B.Sc. Nursing Training (Only for girls)
- Animal Husbandry: For entrance to admission in Diploma Program of Animal Husbandry
- PV-FT

Recruitment Test

G2(1)-AQC, LABOR, G2(3)-JSO, LABTECH, G2(2)-ACCOUNTANT, AUDITOR, G2(4)-AG1,3, G1(3)-BET MARKFED, G4-AG3, Steno, G3-Sub-Eng, NAYAB Tehsildar, JAIL PRAHARI, PARYAVEKSHAK, DIRT, G5-PHARMACIST, SSSVA, PRAHRI-VANRAKSHAK, PCRT, PRT-LDCSTENO, PRT-SUBSI

Apart from above entrance tests, PEB also conducts recruitment examinations for different state level posts, which are not being filled through the PSC and a large number of other examinations to fill up the backlog of posts in various Government departments / PSU. Thus, the PEB conducts around 35 exams yearly and over 20 lakh students/candidates participate in these exams. Year wise number of candidates and exams are as follows:

Year	No. of Exams Conducted	No. of Candidates Participated
2015	20	1968794
2016	19	19,31,417
2017	22	38,73,853
2018	15	675129
2019	8	848788
2020	11	693665

2.3 Basic Information

- Purchaser invites e-bids against Request for Proposal (RFP) in the prescribed format to be submitted on MP Procurement Portal (<https://mptenders.gov.in>) from qualified, reputed and experienced agencies for providing Infrastructural support and Services to PEB for conduction of Online Computer Based Examination Services as described in PART-II TERMS OF REFERENCE Section 6 of this RFP.
- Proposals must be received not later than time, date and venue mentioned in the Fact Sheet.
- Proposals that are received late WILL NOT be considered.

3 Instruction to Bidders

3.1 General

- While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP.

- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

3.2 Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

3.3 Code of integrity

No official of a procuring entity or a Bidder shall act in contravention of the codes which includes

- a. Prohibition of
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transactions between the Bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. Making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. Disclosure of conflict of interest.
- c. Disclosure by the Bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a Bidder or prospective Bidder, as the case maybe, has contravened the code of integrity, may take appropriate measures.

3.4 Key instructions for the bid

3.4.1 Right to Terminate the Process

- a. Purchaser may terminate the RFP process at any time and without assigning any reason. Purchaser makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the Purchaser. The Bidder's participation in this process may result Purchaser selecting the Bidder to engage towards execution of the subsequent contract.

3.4.2 RFP document fees

- 1. The RFP document has been made available for download without any fee from the website www.peb.mp.gov.in and www.mptenders.gov.in
- 2. Bidders shall submit, along with their Proposals, confirmation of submission of a tender fee
- 3. Proposals received without or with inadequate RFP document fees shall be rejected.

3.4.3 Earnest Money Deposit (EMD) / Bid Security

- 1. Bidders shall submit, along with their Proposals, confirmation of submission of EMD
- 2. EMD of all unsuccessful Bidders would be refunded by the Purchaser within 90 days of the Bidder being notified as being unsuccessful.
- 3. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix III.

4. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
5. Proposals not accompanied with the EMD or containing EMD with infirmity (ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
6. The EMD may be forfeited in the event of:
 - i. A Bidder withdrawing its bid during the period of bid validity
 - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
7. Relaxation to MSME on EMD would be applicable as per the GFR 2017, Govt. of India
8. Unconditional Bank Guarantee from scheduled bank will be allowed as a EMD

3.4.4 Bidder's Authorized Signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

3.5 Preparation & submission of Proposals

3.5.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. Purchaser will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.5.2 Submission of Proposals

Bidders should submit their responses as per the procedure specified in the e-Procurement portal being used for this purpose. The documents to be uploaded include:

1) Documents confirming submission of Tender Fee & EMD

2) **Pre-qualification response** (Appendix I, Form 1: Compliance Sheet for Pre-qualification Proposal)

3) Technical proposal

Technical Bid shall be submitted along with covering letter as per Appendix I Form 4: Letter of Proposal and Appendix I, Form 3: Compliance Sheet for Technical Proposal.

Along with Technical Proposal, the bidders are advised to submit a copy of their technical solution in PDF Format. Purpose of this solution proposal is to facilitate committee members to effectively comprehend the proposed solution, IA capability, additional offerings and compliance on technical evaluation parameters. Technical approach, methodology and work plan are key components of the Technical Proposal.

Note:

- Any indicative prices in this section may lead to disqualification of the Bidder.
- Any information submitted additional to the required response should be marked as 'Supplementary' and will be furnished as separate section.

4) **Financial proposal** (Appendix II: Financial Proposal)

However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. Please note that prices should not be indicated in the pre-qualification proposal or technical proposal but should only be indicated in the commercial proposal.

Purchaser will in no case be responsible if the bid is not submitted online within the specified timelines. All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal. Quoted price should be all inclusive (6. SCOPE OF WORK) except GST, which will be paid as extra as per prevalent rates of invoice.

3.5.3 Clarification of Bidding Document

A Bidder requiring any clarification of the Bidding document shall contact the PEB in writing. The queries should necessarily be email to **dinesh.agrawal@mp.gov.in** in the following format:

S. No.	Clause No.	Page No.	Content of RFP requiring clarification(s)	Points of Clarification

4 Criteria for Evaluation

4.1 Pre-Qualification Criteria

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
1	Bidder should be a company registered in India under the Indian Companies Act or a registered partnership company / firm / society and existing for the past 10 years as on 31.03.2022.	<p>a) In case the Bidder is a registered company in India, they should produce the copy of the certificate of incorporation issued by the Registrar of Companies or Ministry of Corporate Affairs (MCA)</p> <p>b) In case the Bidder is a registered partnership company / firm / society, they should produce a copy of the certificate of incorporation</p>
2	Average Annual Turnover of the bidder should be Rs. 25 Crores in conduct of Computer based exam or providing online exam services in the last 5 financial years FY 2016-2017, 2017-2018, 2018- 2019, 2019- 2020 and 2020- 2021 as per the published audited balance sheets.	Turnover Details Certified by Chartered Accountant. Form-8
3	<p>The Bidder must have successfully completed at least the following number of engagement (s) (on deployment / implementation and maintenance of Exam Engine, Exam Centre Management) for a Central / State Government Organization / Public Sector Unit (PSU) in India, during the last 5 years (as on 31.03.2022), of value specified herein:</p> <ol style="list-style-type: none"> One project of value not less than INR 3 crores; OR Two projects of value not less than INR 2 crores each; OR Three projects of value not less than INR 1 crores each. <p>01 Project = 01 Examination</p>	Work order and documentary evidence for completion of the project clearly showing the project value.

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
4	The bidder should have successfully conducted at least five (5) Computer Based Exams having minimum 50,000 candidates appeared in single shift for any Agency/department/Exam conducting body/PSU/ of Central /State Govt or any university.	Work Order and Documents showing successful completion of the Exam having minimum 50,000 candidates in single shift
5	The bidder should have successfully conducted Computer Based Exams for more than total 20 lakhs candidates in India during 5 years (as on 31.03.2022)	Work Order(s) and Documents showing successful execution of Exams for a total of more than 20 lakhs candidates in India.
6	The bidder should have developed and completely own the solution (including exam software and Item bank development software) for Computer Based Examination which is being proposed in the technical bid. The solution should have been successfully implemented for more than 5 years in India.	Declaration of developing, owning and having full IPR of Computer Based Examination Solution on the letter head.
7	The Bidder should provide undertaking of having capacity of conducting Computer Based Exam for 20,000 Candidates in Single Shift in the state of MP.	An undertaking of having capacity of conducting Computer based Exam for 20,000 candidates in single shift along with list of exam centres with seating capacity as per Appendix V
8	The Bidder shall not be under a declaration of ineligibility / banned / blacklisted/contract terminated by any State or Central Government / any other Government institutions in India for defaulter any reason within two years from the submission of the Bid.	Affidavit for not being blacklisted, terminated, banned or ineligible, signed by the authorised signatory of the bidder. Appendix IV
9	The Bidder should necessarily furnish an affirmative statement as to existence of, absence of, or potential for conflict of interest on the part of the bidder, due to prior, current, or proposed contracts, engagements, or affiliations with any of the clients – that may have an impact on the contract with Purchaser	Declaration by authorised signatory of the Bidder. Appendix VII

Sr. No.	Pre-qualification Criteria	Documentary Evidence Required
10	The Bidder should have a minimum CMMi Level 3 certification	Copy of the certificate(s) signed and stamped by the authorised signatory of the Bidder
11	The bidder should have at least 150 professionally qualified personnel (relevant degree holders i.e., BTech / BE / MCA / MTech) working in the area of software development, implementation and examination conduction in India as on 31.03.2022	Certificate from HR Head
12	The bidder must have (owned/ outsourced) primary data center with DR site infrastructure for data Security. Both the Data Center should be located in India in different seismic zones. The data center must be Tier III and ISO certified.	Documentary evidence for owned/ outsourced primary data center.

4.2 Technical Qualification Criteria

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
A	Past Experience of the Bidder	80	
A1	Average Annual Turnover of the bidder from conduct of Computer based exam in the last 5 financial years FY 2016-2017, 2017-2018 and 2018- 2019, 2019-2020 and 2020- 2021 as per the published audited balance sheets should be at least Rs 25 Crores or more. 25 Crore or more = 1 Marks 50 Crore or more = 3 Marks 100 Crore or more = 5 Marks 150 Crore or more = 7 Marks 200 Crore or more = 10 Marks	10	Copy of audited balance sheets and profit & loss accounts certified by Chartered Accountant-Form-8
A2	Experience of Bidder in executing overall Exam Management process (Pre, During and Post examination activities), during the last 5 years (as on 31.03.2022) • Project /Work Order value less than INR 1 crore: 1 mark	30	a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Work order and documentary evidence

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
	<ul style="list-style-type: none"> Project /Work Order value greater than or equal to INR 1 crore but less than INR 2 crore: 3 marks Project/One Exam/Work Order value greater than or equal to INR 2 crore but less than INR 3 crore: 4 marks Project/One Exam/Work Order value greater than or equal to INR 3 crore but less than INR 5 crore: 5 marks. Project/One Exam/Work Order value greater than or equal to INR 5 crore: 7 marks. <p>Additional 1 mark will be provided for each completed project with Central / State Government / PSU Organization in India (Maximum 5 marks)</p>		for completion of the project clearly showing the project value.
A3	<p>The bidder should have successfully conducted Computer Based Exams having minimum 50,000 candidates appeared in single shift for any department/Exam conducting body/university/Bank/Autonomous body of Central or State Govt in India.</p> <p>50,000 or more candidates in single shift = 1 Marks</p> <p>100,000 or more candidates in single shift = 3 Marks</p> <p>150,000 or more candidates in single shift = 5 Marks</p> <p>200,000 or more candidates in single shift = 10 Marks</p>	10	<p>Work order and documentary evidence for completion of the project clearly showing the candidates counts.</p> <p>Form 5: Project Citation Format</p>
A4	<p>The bidder should have successfully conducted Computer Based Exams for more than 20 lakhs candidates in India during the last 5 years (as on 31.03.2022)</p> <p>20 Lakhs or more candidates = 3 Marks</p> <p>50 Lakhs or more candidates = 4 Marks</p> <p>100 Lakhs or more candidates = 5 Marks</p>	5	<p>Work order and documentary evidence for completion of the project clearly showing the candidates counts.</p> <p>Form 5: Project Citation Format</p>
A5	<p>Centre Management:</p> <p>Owned center capacity (with minimum 250 nodes per center) available in Madhya Pradesh for conducting Computer Based Exam (as on 31.03.2022)</p> <p>3,000 nodes or more 3 marks</p> <p>5,000 nodes or more 4 marks</p> <p>8,000 nodes or more 5 marks</p>	5	<p>Self-Certificate/ declaration by the firm. Documentary evidence for node capacity in Madhya Pradesh</p> <p>Form 6 Centre list</p>

Sr. No.	Technical Qualification Criteria	Max Marks	Documentary Evidence Required
A6	CMMi Certification <ul style="list-style-type: none"> CMMi level 3 (Service and Development) = (3 marks) CMMi level 5 (Service and Development) = (5 marks) 	5	Copy of the certificate(s) signed and stamped by the authorised signatory of the Bidder
A7	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations) =150 – 300 = 3 Marks >300 – 500 = 4 Marks >500 = 5 Marks	5	Certified by head HR
A8	Agency must have owned/leased Tier-III or above, CERT-In Certified Data centre located in India <ul style="list-style-type: none"> Both Tier III DC & DR hired from others (similar to Cloud) = 2 Marks Both Tier III DC & DR owned by Bidder =5 Marks Tier IV DC & Tier III DR Owned by Service Provider =10 Marks 	10	Documentary evidence for outsourced primary data center. Or Audit certificate from any 3rd Party Auditor of DC & DR / Cert-In certification in case of owned Data Centre
B	Presentation (Approach & Methodology, Project Management Plan/Timelines)	20	
B1	<ul style="list-style-type: none"> Bidder's Information Understanding of Scope of Work Strategy for project monitoring Comprehensiveness of roll out plan Business continuity plan Quality control procedures proposed Risks as seen on this project and their mitigation plan Plan for Exam Control setup Centre Management Plan & Strategy Resource deployment plan in Centre and PEB Handover plan Exam Engine Security measurements Functionality of Exam engine Exam Control Centre 	20	Copy of the presentation (to be submitted and same has to be presented on the day of the presentation max 10 - 15 slides)

A bid will be considered as technically qualified by the Bid Evaluation Committee when the technical score of the Bidder is equal to or more than 60%.

4.3 Bid Evaluation Process

A three-stage procedure will be adopted for evaluation of bid proposals, with the pre-qualification being completed before the technical evaluation and thereafter financial proposals being opened and compared.

- 1) PEB will constitute a Bid Evaluation Committee to evaluate the responses of the Bidders
- 2) The decision of the Bid Evaluation Committee shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.
- 3) The Bid Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.
- 4) If there is a discrepancy between words and figures, the amount in words shall prevail.
- 5) The Bid Evaluation Committee may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6) Bid document shall be evaluated as per the following steps:

Proposal Opening

The submitted proposals will be opened by members of the Bid Evaluation Committee, in the presence of the Bidder's representatives who may be present at the time of opening. The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

PRELIMINARY EXAMINATION (PQ Bid)

- 1) Preliminary examination shall involve assessment of Document & EMD fees. The submitted documents shall be examined to determine whether the bidder meets the eligibility criteria, completeness of the bid, whether the documents have been properly signed by the authorized signatory and whether the bids are generally in order.
- 2) Bid Evaluation Committee may waive any minor infirmity or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 3) Prior to the detailed evaluation, the Evaluation Committee will determine the substantial responsiveness of each Bid to the bidding documents. For purpose of these Clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the bid documents without material deviations.
- 4) The Committee's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 5) If there is any difference in interpretation of RFP Terms, Bid Evaluation Committee's interpretation will be final and applied on all the bids.

TECHNICAL EVALUATION

- 1) Technical bids shall be opened only of the bidders who qualify pre-qualification criteria and submitted all the documents and details in prescribed format up to satisfaction level of Bid Evaluation Committee.
- 2) The committee will evaluate technical bid on the ground of scope of services mentioned in the RFP.
- 3) The committee may seek further clarification, if required, from the bidders for the purpose of technical evaluation.
- 4) If a Technical Bid is determined as not substantially responsive, the PEB will reject it and in such a case Commercial Bid will not be opened.
- 5) The committee will invite each of qualified bidders to make a presentation at a date, time decided by PEB. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the committee and the key points in their Bids.
- 6) Solution, strategies, offerings and compliances presented in the form of technical presentation will become essential part of Services Agreement to be signed with the successful bidder.

FINANCIAL EVALUATION

- 1) The Financial Bids of technically qualified Bidders (who have scored 60 or more marks in technical bid) will be opened on the prescribed date in the presence of Bidder representatives.
- 2) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 3) The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point 2 above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:
- 4) **Financial Score of Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of Bidder) X 100} % (Adjusted to two decimal places)**
- 5) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- 6) Any conditional bid would be rejected
- 7) Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

Combined & Final Evaluation

- 1) The technical and financial scores secured by each Bidder will be added using weightage of **70% and 30%** respectively to compute a Composite Bid Score.
- 2) The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$B_n = 0.70 * T_n + 0.30 * F_n$$

Where B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

F_n = Normalized financial score of the Bidder

- 3) In the event the bid composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

5 Appointment of Implementation Agency / Partner

5.1 Award of Contract and Empanelment

The Purchaser will award the Contract 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 above. During the contract period with service provider, PEB reserves the right to enter into agreement with other service provider, if a need arises to engage an alternative service provider. This decision would however be taken by PEB, only in case of a specific need and situation arising where it feels that services provided by single service provider may not sufficient to meet its delivery obligations, or the method/scope of conduct of examination is altered.

- PEB will empanel the second/Third/Forth.... (Rank-2, Rank-3, Rank-4....) highest technically qualified bidders.
- PEB reserved the right to split the order amongst Rank-1, Rank-2 and Rank-3 technically qualified bidders and will distribute the work order to Rank-1, Rank-2 and Rank-3 bidders in the ratio of 60%:25%:15%, In case of only Rank-1 and Rank-2 ratio will be 60:40.
- PEB will release the work order to empanelled agency as and when required.
- Since it is a QCBS selection process so if the financial bid of empanelled agency is lower than the selected agency then rate will be the quoted rate of empanelled agency, otherwise will be the rate of selected agency.

5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering 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 Purchaser's action.

5.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful Bidder in writing or by fax or email, that its proposal has been accepted (Letter of Intent). In case the tendering process

/ public procurement process has not been completed within the stipulated period, the Purchaser, may request the Bidders to extend the validity period of their Proposal.

The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

5.4 Purchaser Contract Finalization & Award

The Purchaser shall reserve the right to negotiate with the Bidder(s) whose Proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project, as per the guidance provided by Central Vigilance Commission (CVC). On this basis the draft contract agreement would be finalized for award & signing.

5.5 Performance Guarantee

- The IA has to submit **Rs 2 crore Performance Bank Guarantee** for the due and faithful performance of its obligations during the agreement period valid till one year after the date of completion of agreement.
- The Performance Guarantee shall be released by the PEB to the IA, 12 months after upon satisfactory completion of the Agreement or declaration of result whichever is later
- On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security on or before the signing of the subsequent contract, within 15 days from notification of award.
- In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encase the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.
- The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed in Appendix III. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 12 months beyond all contractual obligations, including warranty terms.
- The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach. After the completion of all contractual obligations, security deposit will be returned to the successful bidder within 90 days.

5.6 Signing of Contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

5.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser

may award the contract to the next best value Bidder or call for new proposals from the interested Bidders. In such a case, the Purchaser shall invoke the PBG of the most responsive Bidder.

6 SCOPE OF WORK

The functional and technical requirements are explained in following sections:

6.1 Preparation of the Detailed Project Plan

The IA (Implementing Agency) needs to prepare and submit an Integrated Project Plan, which will serve as the foundation document for all the activities related to the project. Additionally, the must cover the risks that IA anticipates and the plans they propose towards Risk mitigation. Major roles and responsibilities for the project team, communication management plan and exit management plan. IA will also describe about the Project Team with individual roles and responsibilities in the Project Plan.

6.2 Design and other documentation of the Project

Having conducted a comprehensive analysis of the requirements for the Project, the IA will provide elaborated high level system architecture documents for the project. The Architecture document will give the complete architecture of the proposed systems. In order to conduct Computer Based **Exams in fair and transparent** manner, IA will be required to develop highly secured and robust Computer Based Exam software system, which will essentially have Exam Application and Computer Based Exam Web Portal. These applications will work in close integration of on other.

The following documents including, but not limited to, will be submitted of application architecture and development methodology:

- Access control mechanisms, data security and audit trails to ensure that databases are not tampered or modified by unauthorized users.
- Build a complete audit trail of all transactions (add, update and delete) using transaction log reports, so that errors in data, intentional or otherwise, can be traced and reversed.
- Hardware Deployment Architecture, Network Design, Security Architecture etc. for the Project.

The Implementation Agency shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions and performance as described in this document including sizing of the required hardware. System architecture description provided in this document is for reference only. The Implementation Agency should ensure all possible and required improvements.

The application design will be such as to require the minimal installation, if at all, at the user's end, besides the Internet Browser and will be able to support all common browsers (like Internet explorer, Mozilla, Chrome etc.). IA shall also design the Frontend and Backend portals for the Project.

User's involvement will also be ensured during finalization of user interfaces, the mode of data entry, storage and retrieval, outputs report, queries and the application design as a whole.

6.3 Accreditation of Exam Centres

IA will identify exam centre infrastructure before bidding and accredit same after ensuring necessary arrangement that exists as per standards defined in this RFP. In the process of accreditation, the Selected IA shall sign a MOU with exam centre infrastructure service provider and submit a copy of same to the PEB (The existing valid MOU/ contract will be acceptable to PEB). IA will also visit each of such accredited centres and plan to ensure necessary update to meet defined standards. Number of exam seats required in various cities is defined in subsequent section of this RFP.

Bidder will provide detail of such exam centres and certify that accredited exam centres comply with the standards defined below in this document. Initially bidder will have to provision for 20,000 CBT exam seats with additional **05 % seats for failover situation**. Bidders will be required to submit an undertaking along with Bid of having 20,000 + 5% additional seats identified along with list of institutions, their seating capacity and location.

6.4 Setting-up Data Centre

The IA shall supply, install, configure the servers in State Data Centre or Tier III/IV Data Centre and install system software for smooth conduction of examination. IA shall provide a report on Data Centre, DR, hardware and software Setup which will include all the detailed specification of hardware/software, before installation. The Specifications must be futuristic with at least a three years horizon to start with and recommended servers should be able to accommodate any scaling up requirements necessitated in future. IA will be required to explain hardware sizing methodology and provide assurance of making all the provisions that enables the hardware to perform efficiently during peak load with justification. The bidder must have (owned/ outsourced) primary data center with DR site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified.

6.5 Mock Test

The IA should provide Mock Test facility for the registered candidates, so that they can understand Computer Based Exam pattern, exam screen interfaces, typing test interface, etc. This will also enable them to prepare strategy for taking computer-based exam. Mock Test interface should be exactly same as the candidates would see in exam centres. At the end of test, a dummy score card should be also be shown to the candidates. This will allow them to have end to end feeling of taking Computer Based Exam. There should be no limit or number of attempts for mock test. A candidate may appear in mock test as many as number of time he/she wants to. Thus, the purpose of mock test is to make the candidates familiar with actual exam interface that they are going to see in exam centres.

6.6 Help Desk

IA will setup a Help Desk for PEB, which shall provide telephonic support to the candidates and citizens for PEB Computer Based Exam System. The help desk will be setup in the office PEB, for which PEB

will provide adequate space. All the furniture, equipment, telephone connectivity and other office material will be arranged by IA.

6.7 Project Deliverables and Timelines

The overall implementation of the Project is envisaged to be completed in 2 months. Keeping in view of ready to deploy nature of Exam Application and limited functionality of Application Portal, it is recommended to design, develop, test and implement the application in one phase. All the activities related to setting up of Computer Based Exam System, Helpdesk and Exam Centre Accreditation will be conducted parallel to application development/customization. Below timelines are mentioned for Implementation Agency to perform various activities under given milestones. Time taken by PEB for evaluation and approval of deliverables will be excluded from these timelines.

SN	Milestone	Timeline	Deliverables / Solutions
1	Submission of Project Management Plan, Risk Mitigation Plan, System Architecture, Hardware Deployment Architecture, Security Architecture for the Project.	T+2	Detailed Project Plan
2	Standard Operating Procedure (SOP) for exam related activities.	T+3	SOP document
3	Submission of copy of MOUs furnished with Exam Centre service providers having total capacity of 20,000 seats.	T+4	Copy of MOUs
4	Supply, Installation and Configuration of Hardware & Software at data center	T+6	Work done declaration from agency
5	Exam monitoring and reporting System	T+7	Online exam monitoring tool
6	System Go-live (Mock Test of Exam engine, UAT of other s/w applications)	T+9	
7	Conduction of First Computer Based Exam	T+10	
8	Exam day reports as prescribe by PEB	For each exam	Exam day reports
9	List of Centers to conduct the examination D= Date of work order	D+15 Days	Centre list (For each exam)

T= Date of signing the contract.

6.8 Project Management & Change Control Arrangement

In order to effectively plan, implement, manage and sustain the project PEB will provide necessary institutional arrangements. In order to manage, monitor, facilitate and support IA in various activities during setting-up Computer Based Exam System, Project Management Committee (PMC) and Change Control Board (CCB) will be constituted. All the key PEB officials involved in exam conducting operations and data processing.

6.9 Requirements for Conducting Computer Based Exams

1. Provide Training/briefing to observers, centre superintendents' invigilators and other personnel appointed by PEB
2. Provide ok-certificate confirming that online examination system is working as per the approved plan of examination in all the examination centres, one day before the date of on-line examination by conducting adequate rehearsals at all examination centres simultaneously with a mock question paper. All desktops including buffer computers to be used on examination day shall be logged in through dummy roll numbers.
3. Detailed One day before Audit reports/ centre preparedness report of Installed software in Desktop, Server/LAN etc. Centre wise.
4. There should be at least one centre as buffer with capacity of 200 seats reserved in each city, if city count is more than 5000 students.
5. Import/Export web services should be there for communication with different application

6.10 Computer Based Exam Conducting Process

Following are the activities (not limited to) to conduct Computer Based Exam.

6.10.1 EXAM CENTRE PREPARATION

Following activities will be taken-up by IA for Exam Centre preparation:

1. Coordinate with Exam Centres for necessary preparation
2. Make quick inspections to track readiness in association with representative of PEB
3. Provide manpower to exam centres for desktop sanitization, network testing, security audit, checking of sitting arrangement, basic amenities, physical security, identity verification setup, etc. as per predefined standards and provide Exam Centre Readiness Certificate.
4. Setup Exam Server, test same and certify online 1 day before exam.
5. Setup CCTV surveillance camera in exam hall in a way that activities each candidate is captured and connect CCTV cameras with exam centre server for recording.
6. Mock drill of Online Exam in front of PEB Observers in each test centre before exam.
7. Submission of Exam Centre readiness declaration.

6.10.2 EXAM CONDUCT & SUPPORT

Entire responsibility of conducting exam at identified exam centres, will remain with IA. IA will plan, arrange and manage all the required resources on the day of examination at all the exam centres. Following are the activities but not limited to, for IA to perform for conduct of examination:

1. Provide comprehensive telephonic help desk support for candidates before and during examination.
2. Provide manpower and security personal to control candidate mob on exam day.
3. Huge number of candidates will participate in Exam from neighbouring cities or districts. Such candidates may not be aware of Exam Centre location in the city or in the premises itself. Hence,

IA will be required to prepare and display instructions, directions, signage, etc. on exam centre to facilitate candidates.

4. Provide manpower at each exam centre to validate candidate identity and eligibility credentials as per guidelines provided by PEB. Multiple counters should be setup as per Exam Centre standards and number of students appearing in the respective examination centre.
5. After Successful verification, Hall Ticket shall be generated along with randomly generated terminal ID and password for each candidate.
6. 5% of exam terminals shall be kept reserve/vacate randomly to deal with failover situation.
7. Candidate with valid hall ticket shall only be allowed into exam hall and exam centre staff should assist all the Candidate to locate Exam Terminal (Computer)
8. IA will arrange frisking of candidates at examination centre to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse etc. as per the defined standards.
9. Provide services of invigilators in exam centres as per defined norms. Deployment of invigilators in different halls of exam centre should be done by system application on random basis.
10. System will perform downloading of encrypted question sets in exam centre servers before 30 minutes of exam only.
11. Candidate will enter his/her hall ticket number on the terminal for login.
12. Exam will start at right time as configured on Examination Central Server. Candidate will not be able to start exam before that.
13. Invigilators will also prepare attendance sheet including terminal no. and signing by each candidate appeared in exam.
14. Recording CCTV Camera output in the Exam Centre Server or Central Server as per availability of bandwidth.
15. Exam automatically stops after elapsing pre-defined time on the candidate's exam terminal.
16. Final response of the candidates will automatically get uploaded into the central server in encrypted form.
17. Each and every activity of candidates will be monitored and create detailed log legally defendable manner as necessary to fulfil legal requirements (specially to respond RTI Queries) if arise in future.
18. The Log at Candidate Machine, Exam server at Exam Centre and central server shall be managed by logging tools with No rights of modification by anyone.
19. Final exam report will be generated for each centre and Centre Observer(s) will submit this report with his observations/comments to PEB and Computer Based Exam Control Centre.
20. Candidate response will be uploaded on central server along with log detail and CCTV recording. If bandwidth is not adequate, the CCTV feeds will be exported in USB Drive and submitted in Computer Based Exam Control Centre for uploading into central server.

6.10.3 POST EXAM ACTIVITIES

After conducting the exam and uploading the candidate responses successfully from all the examination centres, IA will ensure that candidate responses are stored safely more than one data centre in encrypted manner and hash value of the response of each candidate is stored in safe repository located in State Data Centre safely. Apart from this IA will also ensure that audit trail and logs are properly maintained at different levels.

Following are the post exam activities after providing certificate to PEB:

1. If exams are conducted on fixed question pattern, IA with decryption the Answer key (as uploaded on Examination Server along with question paper) using private key of appropriate authority of PEB.
2. IA will submit Candidate Biometric Detail and CCTV Camera Feeds to PEB and obtain written receipt of same within 7 days of completion of examination.
3. Response sheet of candidate must be uploaded on web portal and available in candidate login interface.

6.11 EXAM ENGINE/SOFTWARE

Computer Based Exam software would be a critical part of proposed solution by IA. As per requirements of PEB mentioned in this RFP and identified by IA during system study, IA will customize Exam Software

6.11.1 Exam Centre Software

1. Exam Centre software should have capability conducting exam without having real time connectivity with central server.
2. The examination software should provide real time audit report of candidates while taking the examination. This is mandatory to tackle candidate complaint, if any, during the course of examination.
3. The examination software should be capable of generating attendance (present & absent). Additionally, the software should allow marking the attendance manually.
4. The software should be capable of providing detailed analytics for various examination activities.
5. The examination software should have the capability of real time syncing the candidate response with the local examination server. At any point during the examination, no candidate data including response should be available on the candidate machine.
6. The software should be able to create various reports without manual intervention. The module should have report formats like Score report, Section-wise score report, Data Report, Response Report, Absentees Report, Feedback Report, Attendance Report, Question Paper Report, RTI Report, Drive Summary Report, Incident Register, Drive
7. Manager Audit Report, Candidate Question Paper PDF, Group-wise score report, Observer Feedback Report, Result Validation Report.

8. The examination software should have the capability of receiving the APIs based encrypted questions from other application located at Data Centre.
9. The examination software should support various Question types e.g Multiple Choice, Multiple Select, Short Answer, Comprehension, Linked Answer, and Subjective.
10. The examination software must support Question bank approach for the examination
11. The examination software should have the candidate result uploaded to Data Center in encrypted format.
12. After successful verification/authentication, examination software should have capability to assign the terminal randomly for each candidate.

6.11.2 Candidate Interface

1. The software should be capable of hard closing the running applications and disabling all the USB ports along with the keyboard on the candidate machine.
2. The solution should have multi lingual capability. The examination software should be capable of supporting question paper in Hindi and English both.
3. The examination software should have been designed keeping colour blind candidates in mind.
4. The candidate should be able to view Instruction Sheet and Profile Information at any given point during the course of examination.
5. The candidate should be able to view Question Paper summary during the course of examination e.g., answered, not answered questions.
6. The examination software should ask for candidate concurrence on hardware provided to him before the start of exam. Without this, the exam should not start.
7. The examination software should have Zoom capability. The software should be capable of providing zoom to specific candidates, if required.
8. The candidate photo should appear on the examination console throughout the examination for invigilators to verify.
9. The candidate roll no and photograph should be displayed on every system even before the candidate enters the examination room. This would help candidate in locating their seats. Also, it would ensure that no two candidates exchange seats.
10. Calculator feature should be available for the candidates with provision disabling same from central server.
11. The candidate should be given time to go through the instructions before the start of exam. During this time, the software should strictly restrict candidates from starting the exam.

6.11.3 Exam Monitoring Tool

1. IA should provide a monitoring tool which should provide update on pre, during and post examination activities to PEB.
2. This monitoring tool should be in sync with almost real time examination process happening at the test centres.

3. The monitoring tool should display the number of mapped candidates, present / absent candidates at every test centre.
4. The monitoring tool should provide a track of candidate registration at every test centre.
5. The monitoring tool should clearly indicate that for how many candidates, login screen (displaying Roll no and Candidate photograph) has already been opened by the invigilator.
6. The monitoring tool must indicate the number of candidates for whom the examination has got delayed.
7. The monitoring tool must provide the number of incidents registered e.g Candidate Locking, Candidate change in seat at every test centre.
8. The monitoring tool must display the number of candidates who have been allotted extra time. This would help in keeping a track on differently abled candidates.
9. The monitoring tool must keep a track on the number of candidates and observers who have submitted their feedback on the end-to-end computer-based examination process.
10. The monitoring tool should be capable of providing a complete dashboard. All the reports should be downloadable in prescribed format i.e Excel / PDF formats.
11. The monitoring tool should provide the facility to communicate (Chat Facility) with one centre or multiple centres. PEB may message the particular centre or publish a message to all centres.
12. There should be login credentials for each centre administrator and for PEB to communicate and monitor the exam related activities.

6.11.4 Pre- Examination

1. The examination portal should be browser, platform independent
2. Candidate authentication on the exam test screen before pulling the question paper for him/ her through facial recognition. The system should be able to map the candidate against the image submitted by him/ her while application form filling
3. Online student's attendance capturing and generation of system logs.
4. Display of details of candidate (including a photograph) upon login for verification by the candidate. Candidate's image to be displayed at examination window's corner throughout the duration of the examination
5. Display of instructions to candidates upon login and before start of examination. The candidate must be able to retrieve instructions at any time during the examination as well. The software must obtain concurrence of the candidate having read the instructions before start of examination.
6. Live exam monitoring capturing any suspicious actions by the candidate while taking exam
7. Examination engine should have provision to include a Standard/ Scientific Virtual Calculator if required for any specific examination
8. Examination engine should have provision to disable the Keyboard or add virtual keyboard if required by PEB
9. Minimizing/ Closing test window should be disabled. Internet browsers should be disabled.

10. Only test window should be visible before/ during/ after the examination time.
11. System should be capable to manage large candidate base, that is, around 20,000 in one single shift

6.11.5 At the time of Examination

1. Only when the exam slot starts can the student view the questions and answer them.
2. The students should be able to go to any question in any section (quantitative, verbal, general awareness, etc.) of the examination and attempt it at their will. Also, the number of questions attempted, not attempted, not visited or flagged for revisiting should be clearly visible in student's examination window.
3. Display of remaining time available
4. Viewing the complete question paper or a section in the case of sectional papers.
5. The system should time out and lock automatically after the stipulated duration of the test for review purposes by the candidate
6. In case of system crash or restart the test should start from where it was left.
7. System logs during the examination for each candidate shall be available for review in the future.
8. Exception handling module for candidate authentication for the test should be available.
9. Display one question at a time
10. In case student is experiencing a problem in logging to the system, the supervisor should be able to clear his/her login and he/she can be able to reappear in the system.
11. Multilingual Support (Hindi and English or any other language required for the examination, example, Sanskrit, Urdu).
12. Marking/unmarking a question (answered or unanswered) for review.
13. Display of a selected question with choices of answers for multiple choice type questions.
14. Display of a selected question and a virtual numeric keypad for numerical answer type questions.
15. In case of diagram or picture-based questions, the vendor is expected to optimize the image (diagram, picture etc.) so as to avoid delays in downloading the same during examination
16. Display of status of questions using different colors and symbols for all questions of the paper
17. Disabling of exit from test software for the period of examination, i.e., the candidate cannot exit at any point of time during the entire duration of the test
18. Auto submits option when the time limit is reached.
19. A provision to be made to allot extra time for physically disabled candidates as per the instructions from the PEB as per government norms (20 min per hour extra)

6.11.6 Post-Examination

1. Once the candidate presses Submit button or the exam time is over the system should be logged out automatically.

2. Facility to automatically back up the exam data or trigger it based on need.
3. Complete exam transparency through audit trail generation
4. System should maintain logs of candidate activities
5. Screenshot stitching. Retention policy to be added
6. Once the candidate presses Submit button system should calculate the final score and show it to the candidate. Same screen (Screenshot) has to be captured and store for future reference

6.11.7 Exam Reflection Application

Agency has to develop a unique feature which is not only latest innovation in the field of online examination, but also completely changes the use of technology with 100 per cent transparency of online examination. After completion of online exam, candidates can view start-to-end automatic action replay of his/her exam being at home from portal using this application. Candidates can verify the credential and see the action reply which is not a video but seems like a video.

Benefits of Exam Reflection Application: -

- The recruitment is critical and sensitive task and this application will increase the transparency and reduce the RTI query in unique way for online examination.
- Impartiality, accountability in whole process of competitive examination
- Improve examination and evaluation practices

The action replay shall display all the recorded events of candidate as per audit Log and must be displayed on the Exam test screen with the sequence of Question & Answers appeared. This functionality shall be accessed only by candidates who have appeared for the exam and only by login to their account. It is recommended to have the utility to be accessible via minimum bandwidth and shall not use any 3rd party video streaming services.

6.11.8 Response Processing

1. Once the exam time is over, responses of candidates will be automatically submitted and the final score should be displayed on the student's screen. The result should be pushed to SDC server or designated location in a secure way.
2. Normalization of marks as per the requirement of PEB

6.12 Exam Centres Management

PEB proposes to identify Bidder(s) for providing infrastructure and logistic services for conducting online examinations for recruitment, competitive and eligibility examinations:

1. The selected bidder would conduct the entire examination process on a turn-key basis under supervision of PEB.
2. The selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire examination process at each exam centre. There should be at-least one

technical person from the Bidder Organisation managing LAN (server) and one person (fully responsible for free and fair conduct of examination) as Center In-charge at the Examination centre in addition to the minimum people required for the said purpose.

3. The selected bidder has to identify the examination centres (as per SOP of the Examination) at the locations decided by PEB.
4. The selected bidder will ensure the availability of the Internet connectivity and provide Examination centres across the MP and manage them. Bidder will be responsible for establishing Examination Centres in all locations with necessary Physical and IT Infrastructure and Manpower e.g., requisite computer hardware/software, Firewall, Anti-virus Software for conduct of the Computer Based Examination. (Cyber Café shall not be accepted), Examination Superintendents, Proctoring Staff, IT Support staff, Invigilators, Peons, Security, Waterman etc.

6.12.1 Setting up Examination centres

1. Arrange sufficient number of test centres across the State of Madhya Pradesh to ensure smooth conduct of online examination. The Test Centre should be adequately equipped with necessary computing and civil infrastructure so as to accommodate required number of candidates tagged to a centre in a shift. The location of examination should be centrally located within the city limits and must be accessible and suit to special needs of differently abled candidates. Sufficient parking place shall be available in examination centre to park vehicles of candidates.
2. Special arrangement should be there for differently abled candidates as per Physically Disabled Act (PDA).
3. The Online Examination in a Test Centre may be conducted in an intranet environment so that conduct of Examination will not be hampered in case of disruption in internet connectivity. Hence, the bidder is required to set up computing infrastructure with LAN Connectivity, Desktop/Nodes, Server, and Internet Connectivity to server, required software and other required civil infrastructure. The bidder must set up proper power back up (Generator, UPS etc.) to ensure uninterrupted conduct of examination even if there is a power failure.
4. The bidder shall carry periodic audit at Examination Centres for:
 - a) Hardware, Operating System, Processor Speed, RAM, Network and internet connectivity, Key Boards etc.
 - b) Software - Screen resolution, bandwidth for internet and LAN connectivity, Browser.
 - c) Working condition of UPS and Generator.
5. Periodic checking of all nodes, network equipment, electrifications and other active /passive devices should be done by the bidder to ensure smooth functioning of all equipment in an examination Centre. More specifically, the checking of all equipment in an examination centre must be done one or two days prior to the scheduled date of examination.
6. Ensure clean drinking water, fans/ tube lights, separate toilets for male/ female/ PH candidates, first aid etc. as per requirement to be assessed on the basis of number of candidates tagged to a centre.

7. Preparation of online examination centre allocation sheet, examination centre checklist and fill out the details of each examination centre (seating capacity, number of nodes and other required facility).
8. Final inspection / testing of the Servers installed at all examination Centres and Connectivity to be done at-least one hour prior to the commencement of examination.
9. The bidder shall arrange/provide adequate displays and provide required instructions/information to the candidates appearing for exam at exam centres.
10. To arrange Video Surveillance (CCTV) at all examination centres. CCTV Surveillance with recordings has to be submitted after its proper sealing. Bidder shall provide the CCTV footage of all the examination centres on regular basis as and when asked for by PEB, Bhopal

6.12.2 Infrastructure

1. Each exam centre facility i.e., Building must have at least 200 fully furnished seats along with basic amenities as defined below in this section.
2. An exam centre may have multiple exam halls but each of such halls should not have more than 200 seats. The area of the examination halls should be such as to provide proper Space Per candidate appearing for the exam.
3. There should be proper partition between two adjoining seats distracting visibility of terminal screen of the candidate seating aside.
4. Exam centre should be located within the reach of the municipal boundaries of respective city.
5. Exam Centres should have covered space for setting of adequate number of Identity and document verification counters. For convenience of candidates and complete verification work in 30 minutes, one counter is required to serve 30 to 50 candidates. Thus, if an exam centre has capacity of 500 seats, around 10 to 12 verification counters will be required to serve the candidates. Therefore, the exam centre should have adequate covered to setup verification counters as per number of exam seats at the entry point of the building and exam area.
6. Exam Centres should have power backup facility in form of Power Generators and UPS connected to all the Exam Terminals with 15 Minute backup. In case UPS is not available for all the terminals, the exam should be conducted only on Generator Power.
7. Exam Centre should have proper arrangement for accessibility by differently abled candidates
8. The selected bidder would provide infrastructure services and support for the entire examination process under supervision of PEB using software implemented by PEB.
9. The selected bidder will deploy technically qualified, experienced, adequate manpower to manage the entire examination process at each exam centre. There should be at-least one technical person from the Bidder Organisation managing LAN (server) and one person as Centre In-charge at the Examination centre
10. The selected bidder has to identify & engage the examination centres (as per SOP of the Examination) at the locations decided by PEB.

- a) Exam Centre should be easily approachable, reputed and well known in the locality for easy approach of the candidates
 - b) Geographical locations (City) would be identified by PEB and rest of the logistics at the identified locations would be provided by the selected Bidder.
11. Ensuring examination centre is having requisite manpower for smooth and orderly conduct of examinations as per the requirement specified in this RFP.
 12. Training of Examination administrators and staffs so as to make them well versed with system functionalities and examination process of PEB. Bidder has to ensure that their staffs are capable of functioning and operating the system independently in the process of PEB Examination.
 13. The readiness of infrastructure and manpower (ES, Technical Support, Facility Management, Peon, Sweeper, Security, waterman etc.) on the scheduled dates at the examination centre.
 14. The access to the PC at the examination centres is password protected.
 15. The PCs provided at the centres are as per the configuration suggested.
 16. Every centre has UPS/ other power back up arrangement.
 17. Bidder has to install and commission the UPS capable enough to provide backup for Computer Lab for minimum 30 minutes along with provision to connect with DG set for uninterrupted power supply.
 18. The examination centre has dedicated broadband or better Internet connection with redundancy and thus in case of disruption in internet connection from one ISP, examination centre has the alternate arrangement with other ISP. (Broadband Internet services from 2 different ISP). **Note:** Wi-Fi router-based internet connectivity will not be permeable.
 19. The location of the examination centre should be such that candidates can reach the centre easily.
 20. Each Examination Centre has sufficient PCs with backup as per the requirement specified in this RFP.
 21. Invigilators shall have the prior experience in invigilating for online examinations and shall be assigned duties only after they are made well acquainted with the examination process of PEB by the bidder as per the requirement specified in this RFP.
 22. Each Examination Centre must have a land line number (telephone line) for communication.

6.12.3 Exam Terminals, Servers and Network

1. Exam terminal will be desktop computers having Intel Dual Core (or AMD equivalent) Process with 2 GB RAM or better. This is bare minimum configuration but bidder should decide the configuration of desktops as per exam application requirement. But the exam interface should be running smoothly for candidates
2. Terminal screens should at least 15-inch TFT Panel or 17-inch CRT Monitors.
3. All the exam terminals should be connected to fully working Local Area Network with static IP addresses.

4. At Exam Centre level, high end Laptops should be used and exam centre server. This is primarily because Laptops have battery backup facility and can be transported easily. Following conditions for the laptops to be used as exam server, are applicable:
 - a) Bidder should have self-owned Laptop Servers (primary and backup) for the purpose of conducting examination.
 - b) There must be a backup laptop server for every primary server with same configuration as the primary examination server.
 - c) Time hardening of examination servers must be done so that no one can change the server time.
 - d) Asset ID (as per in house inventory record) and MAC address of such Laptop servers should be submitted to PEB before using them.
 - e) Laptops being used as Computer Based Exam Centre Server, should not be used for any other purpose.
 - f) Each activity performed on Laptop Servers should be recorded in log and such log detail should be uploaded on central immediately after conducting exam. If any infirmity or unauthorized activity found in the log of any Laptop Server, an alert should be generated to Computer Based Exam Control Centre and PEB. In response of same, immediate enquiry should be conducted.
 - g) Laptop servers should not allow installation of any other software except authorized by IA. List of such authorized software should be provided to PEB.

6.12.4 Basic Amenities

1. Exam Centre should have adequate number of separate Toilets for girls and boys and safe drinking water facility.
2. Exam Centres should have open space in the premises for parking of vehicles.
3. Exam Centres should have arrangements for proper light, cooling and air ventilation. Quality of such arrangements should be at par of satisfaction level of the candidates.
4. The chairs provided should be push back with adjustable height, proper cushion and should be in a good condition.
5. First aid box and other provisions as prescribed by PEB
6. Male and Female Guards
7. Facility to keep Candidate's electronic gadgets like Mobile etc.

6.12.5 Surveillance System

1. All the exam halls should have CCTV surveillance cameras installed in a way that activities each candidate is captured.
2. At least 2 CCTV cameras should be installed diagonally in an exam centre having seating capacity of 50 Candidates. After that 1 additional CCTV Camera will be required for each additional 50 Candidates.

3. Additional camera(s) is/are required to be provisioned to cover Registration and Server areas.
4. CCTV camera feeds should be stored locally on the central server at least 10 FPS and 1080 P Resolution.
5. CCTV camera should record Exam Centre activities from 30 minutes before to 30 minutes after the examination.
6. Bidder will be required to store CCTV camera feeds with necessary metadata to data centre server for all the Computer Based Exam within 24 hours after the examination.
7. CCTV Camera feeds will be stored for the exams conducted in last 6 months.
8. Video Surveillance recordings of all the examination halls have to be submitted after its proper sealing in offline mode, however in Live Feed Online Mode facility to view the same also in real-time is to be provided. The Video Surveillance and live feed online mode facility shall be required only for those examination centres which are required by PEB by the bidder.

6.12.6 Candidate Facilitation

1. Exam Centres should have direction signage, verification instructions, exam hall reference codes, seat numbers, etc. properly displayed at appropriate locations.
2. Exam centre should be clear and proper dusting of exam terminal should be performed before examination.
3. The examination centre should provide rough pads, eraser, one pencil and sharpener for candidate use during the exam.
4. Exam centres should have facility to keep Candidate's electronic gadgets like Mobile etc.
5. Proctor/TCA room should be separate from the testing room.

6.12.7 Exam Centre Seating Capacity Requirement

PEB conducts exam in various cities of MP. Indicative requirement of seats in various cities of MP is given below. This requirement is minimum and may be changed any time as per applications receive from candidates under different PEB examination. Bidder should provision for additional 1000 seats apart from minimum 20,000 seats.

SN	City of MP	Seating Capacity	SN	City of MP	Seating Capacity
1	Bhopal	10000	11	Guna	200
2	Indore	9000	12	Neemach	400
3	Gwalior	3000	13	Khandawa	200
4	Jabalpur	4000	14	Damoh	200
5	Sagar	2000	15	Balaghat	200
6	Ratlam	750	16	Chindwara	200
7	Ujjain	750	17	Rewa	200
8	Satna	500	18	Khargaun	200
9	Mandsaur	500			
10	Sidhi	500			

- There should be minimum two centre in each division.

- Agency has to provide minimum 20,000 seats/nodes per shift for examination.

6.12.8 Exam day Manpower Support (Invigilators and Supervisors)

1. Bidder will provide required number of staff and equipment for identity/document verification and capturing biometric detail of candidates.
2. Bidder will provide services of Invigilators during exam. The invigilators shall be well trained to conduct such exams. One invigilator for a batch of 50 candidates shall be appointed
3. There should be a female Invigilator in each centre.
4. On every 250 candidates, one server administrator / technical person (Agency's Payroll) should be appointed in each centre for troubleshooting on exam terminals. Additional 1 server administrator / technical person (Agency's Payroll) for each additional 500 Candidates.
5. There should be 1 Centre Supervisor/Coordinator (Agency's Payroll) in each centre who will be responsible for supervising and will be the contact person of the bidder for the PEB personnel to interact regarding the conduct of Online Examination at the centre.
6. At the entry point of the exam area, adequate number of male and female security personal should be appointed to control the mob and facilitate candidates during identity verification.
7. For each local laptop server in the exam centre, one technical person should be appointed. Out of these technical persons, at least 1 technical person should a regular on-roll (Not contractual) employee of bidder on supervisory role.
8. The bidder has to provide the following personnel for the entire contract duration for the smooth and uninterrupted conduct of online examination and educational activities by Institute administration.
9. For convenience of candidates and complete verification work in 30 minutes, one counter is required to serve 40 to 50 candidates. Thus, if an exam centre has capacity of 500 seats, around 10 to 12 verification counters will be required to serve the candidates.
10. There should be one city head/coordinator for each city.
11. The supervision of the test will be the entire responsibility of the Bidder, however the PEB reserve the rights to appoint observers for regular/surprise/flying checks. The officers appointed by PEB for supervision must also be provided with sign - in so that attendance is captured and can be reflected on the real time reports.
12. The conduct of examination at an examination Venue will be monitored and overseen by the representatives from the PEB. The bidder shall verify if all the arrangements have been made for the examination to be conducted smoothly and shall communicate the same to the PEB representative(s).
13. To ensure the functioning of Online Test delivery system by conducting adequate mock drills of actual test delivery system at all examination Centres before and a final mock drill to be conducted before a day of examination on all Centres at same time just like simulating the examination day. All desktops including buffer computers to be used on examination day shall be logged in through dummy roll numbers and appropriate statistical and analytical reports shall

be generated and submitted to the PEB. These static mock tests can be conducted by the interested applicants using sample question papers. These sample question papers should be made available to all the applicants well before the actual examination so that the applicants can have practice sessions.

6.12.9 Trainings for Exam Day Man Power

Prior to each exam, a RACI matrix shall be prepared by agency & shared with PEB with a clear mapping of processes/activities against man power resources to be deployed. This matrix should clearly state whether an individual is Responsible, Accountable, Consulted or Informed for a particular process or set of process. In addition, Training and awareness sessions are must for these resources and evidences* e.g., Training calendar, Training Content, Attendance must be shared with PEB.

6.12.10 Identification of Candidates and Information Dissemination

1. Identification and registration of the Candidates at the Venue will be done by live biometric authentication with Adhaar (This authentication may require 2-3 times in exam duration) and in case of candidate's biometric authentication not possible then Facial recognition webcam/Iris procedure. The candidate will also present the PEB ID along with documents like Aadhaar Card, PAN Card, and Passport as per the authentication guidelines provided by the PEB.
2. Auto - generation of attendance sheet with student details and photograph.
3. To complete registration process of the candidates before start of examination (digital photo, bio-metric finger prints etc.) and allow candidates to appear for test at Venue.
4. At least one clear image of each candidate to be captured on the day of examination to identify any candidate in case there is an issue regarding the same. A collective decision shall be taken by the supervisor at the Venue and an appropriate authority appointed by the PEB in this regard.
5. To arrange/provide adequate displays and provide required instructions/ information to the candidates appearing for test at online examination Venues.
6. The bidder should have a facility of deploying mirror servers while conducting the online examination at each examination Venue.
7. The bidder should have a capacity to resolve issues/problems associated with the load during peak time of the online examinations.
8. To obtain feedback from candidates after examination is over through online Feed Back Form.

6.12.11 Supervision and Security:

1. To arrange frisking of candidates at examination Venue to disallow any electronic gadgets, pen, paper (other than admit card), bag, purse (Except wallet) etc. as per the guidelines of the PEB.
2. The supervision of the test will be the entire responsibility of the Bidder, however the PEB reserve the rights to appoint observers for regular/surprise/flying checks.

3. The bidder will be responsible for prevention of unfair practice at each examination Venue. Unfair practice, if any, be brought to the notice of PEB immediately.
4. Conduct of re-exam/remedial action on account of unfair practice at the Venue or due to any technical shortcoming will be the sole responsibility of the bidder. The bidder will conduct re-exam at its own cost in such cases.
5. The legal issues relating to bidder arising from the conduct of the examination will be the sole responsibility of the bidder.
6. Adequate civil security (Other than Police) measures at all levels during the
7. Entire process of online examination will be the sole responsibility of the bidder.
8. To devise system for monitoring and supervision of examination Venue activities (Centre level/ Candidate's level) at the office of the PEB.

6.13 Handling of RTI Queries and Court Cases

IA will be responsible in providing supporting data to handle all the RTI Queries and Court Cases related to Computer Based Exam. IA should carefully read the RTI Act provisions and ensure timely response to RTI Queries asked by PEB.

In the event of receiving RTI Queries, PEB will forward same to IA with a covering letter within 3 days of receiving same. IA will prepare response and consult PEB, if required. IA will submit final response to PEB with signature of IA representative (preferably Project Manager) in hard and soft copies. PEB will finally respond to RTI applicant. PEB will review the status of RTI Queries available with IA periodically.

In case of any court case filed against PEB on Computer Based Exam conducting system or legitimacy of assessment technology, IA will support PEB in the court of law at its own cost. IA will provide the necessary support, technical documentation, clarification on technology solution developed by the AI if required.

6.14 Software Testing and Quality Assurance Requirements

1. All recommend levels of testing shall be conducted at appropriate sites. Testing must demonstrate that the new system:
 - a. Satisfy the technical performance requirements and system functional requirements.
 - b. Perform according to detailed functional requirements
 - c. Meet the basic system concepts
 - d. Satisfy the operational and technical performance criteria
 - e. Provide right information to each user group or provide the efficient system navigation to process various queries or process transactions
2. The Implementation Agency must undertake the following:
 - a. Outline the methodology that will be used for testing the system
 - b. Define the various levels or types of testing that will be performed for system
 - c. Provide necessary checklist/documentation that will be required for testing the system
 - d. Describe any technique that will be used for testing the system

- e. Describe how the testing methodology will confirm to requirements of each of the functionalities.
- f. Indicate how one will demonstrate to PEB that all applications installed in the system have been tested

Competent Authority from PEB shall issue installation completion certificate to IA after successful installation.

6.14.1 OPERATIONAL ACCEPTANCE TEST

1. **Functionality:** Test that the functional requirements specified for the system are actually met. All functions must be tested when user provides inputs with correct and incorrect inputs and testing of formats:
2. **Performance Testing:** Testing to probe the system against prescribed timing should be tested.
3. **Audit Trail:** Tracking critical transactions and logging all critical errors should be tested.
4. **System Integration Test:** System would be tested with respect to integration, testing all the integration requirements between various modules and sub-modules
5. **Graphical User Interface (GUI) Test:** The system will be tested for GUI which will include, but will not be limited to, Menus, Message Boxes, Keyboard Interface, Cursor Management, Visual Design, etc.

6.15 Complete System Acceptance

At the end of the system acceptance period, PEB will acknowledge complete system acceptance in writing to the IA upon completion of the following:

1. Sign off from the competent authority of PEB after completion of project activities like installation of hardware, software, training, etc.
2. All required activities as defined in the bid document including all changes agreed by PEB are delivered by the Implementation Agency and accepted by PEB.
3. All required system functionality and documentation as defined in the bid document including all changes agreed by PEB and delivered by the Implementation Agency and accepted by PEB.
4. All required documentation as defined in this bid document including all changes agreed by PEB and delivered by the Implementation Agency and accepted by PEB.
5. All identified shortcomings/defects in the systems have been addressed to complete satisfaction of PEB.
6. Certification by a third-party testing agency if appointed by PEB.

In order to accept the system, PEB (Project Management Committee) must be satisfied that all of the work has been completed and delivered with complete satisfaction and that all aspects of the system perform acceptably.

The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Implementation Agency in the presence of PEB Staff

6.16 Management Support Services

The IA shall adopt an integrated service model for providing Management Support Services. The IA shall be responsible for end-to-end provision of management support services including Management of Examination Centre, Supply of Examination Engine and Establishment of Exam Control Centre exam during the **contract period of 2+1 years from Go-live**. The IA shall deploy the required resources and is responsible for:

1. Application maintenance and support services for the solution to meet the desired service levels
2. Operations and maintenance services for the server and related infrastructure supplied and commissioned by the IA for the application at the Data Centres.
3. Training & Change Management
4. SLA Monitoring and Management Services
5. Help Desk support

6.17 Service Improvement

After go-live, if PEB wants any modification/change in any feature, interface, function, process etc. of the exam application software or Centre Management PEB will raise a request to IA. It will be the duty of IA of to make changes in application software or process. These changes will mostly be based on the feedbacks received from Candidates and other stakeholders. Overall objective of such changes will be to improve quality the Computer Based Exam services and to achieve better control over the system.

6.18 Data and information security requirements

Since Computer Based Exam application is dealing with critical information and datasets related to the performance of candidates, it shall be a paramount responsibility of IA to maintain confidentiality of data. Hence, a strong and comprehensive information security policy based on leading standards such as ISO 27001 and guidelines from Department of Science and Technology (DST) would need to be followed by the IA. The same should be approved by PEB and must be adhered by IA at all times during the currency of the contract. At the minimum the policy should define the following guidelines:

6.18.1 INFORMATION CLASSIFICATION

Information within the system should be classified as:

- Public
- Confidential
- Restricted

Access to the information should be provided based on the classification of the information. Data owners should nominate appropriate information classification on their data and should

review information classification periodically to determine if current classification levels are valid.

6.18.2 HUMAN RESOURCE SECURITY

1. Background check should be performed on all individuals for whom access to the system is requested. Access should be revoked when a user leaves the organization or does not require access to the application.
2. User accounts of any outsourced agency personnel should include an automatic account expiration date, set at no longer than 6 months from their start date or till expiry of contract whichever is earlier.
3. Any personnel who becomes aware of any loss, compromise, or possible compromise of information, or any other incident which has information security implications, will immediately report the incident to the designated IT in-charge.
4. Any personnel found violating the IS policy, would be penalized.

6.18.3 PHYSICAL AND ENVIRONMENTAL SECURITY

1. All information storage media (e.g., hard disks, pen drive, magnetic tapes and CD-ROMs) containing sensitive or confidential data will be physically secured, when not in use.
2. Security inspections should be made periodically.

6.18.4 COMMUNICATIONS AND OPERATIONS MANAGEMENT

1. All operations performed by third parties should be monitored periodically.
2. Backup of all critical data should be taken periodically.

6.18.5 ACCESS CONTROL

1. Access to the application should be given only after approval from application owner and the competent authority.
2. The access should be on a role basis rather than designation.
3. The access control policy should cover:
 - a. Identification
 - b. Authentication
 - c. Authorization and Access Control
 - d. Administration
 - e. Audit
4. System should have provision to add additional layer of PKI based security and authorization at all the access points/channels.

6.18.6 SECURITY ALERTS

1. System should have provision for generating alerts on email and SMS to key officials of IA and PEB in case of security breach or compromise with security standards.
2. In case of security breach situation, system should automatically generate log report and store same in secured repository.

7 GENERAL TERMS AND CONDITIONS

7.1 Conflict of Interest

1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
2. The Purchaser requires that the Implementation Agency provides solutions which at all times hold the Purchaser's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Systems Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
4. the Bidder, or Associates (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - a) where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over

- an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- b) a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid-up equity shareholding of such intermediary; or
 - c) a constituent of such Bidder is also a constituent of another Bidder; or
 - d) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - e) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - f) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Application of either or each of the other Bidder; or
 - g) There is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Systems Implementation Agency will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the Systems Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
5. A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
6. A Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

7.2 Roles and Responsibilities

7.2.1 ROLE OF PEB

As an owner of the Project, the role of PEB in the successful implementation of the project includes discharging the following responsibilities:

- a) Laying down the matrix of success of the Project;
- b) Coordinate with Exam Stakeholders
- c) Promotion of Computer Based Examination System among citizens, candidates, govt. departments and recruitment agencies.
- d) Making payment to the Implementation Agency after necessary due diligence.
- e) Identify and deploy resources take part in conducting fair and transparent Computer Based Exams.
- f) Provide necessary approvals and support as required by IA to conduct Computer Based Exam successfully.
- g) Laying down the policies related to functioning of Computer Based Exam;
- h) Constituting a Computer Based Exam Management Committee and Project Support Team for facilitating smooth implementation of the Project;
- i) Reviewing the performance of the Implementation Agency;
- j) Issuing directions on Computer Based Exam and IA as may be needed;
- k) Ensuring that all the stakeholders take active part in the project;
- l) Engaging a third party for acceptance testing and audit of security & controls of critical components of the project;
- m) Periodic review and testing of SLA Monitoring System implemented by IA for accuracy and completeness in the reports generated from the system.

7.2.2 ROLE OF IMPLEMENTATION AGENCY

1. The responsibilities of IA are as specified in the Scope of Work section 6
2. The IA will not create any encumbrance on the PEB.
3. The IA will provide all information related to process, software and conduct of examination as and when needed by the PEB.
4. The SPA will not involve in following activities: -
 - a) Helping any candidate to solve the question paper during the examination.
 - b) Disclosing the names of the invigilator and the Centre Superintendent before examination.
 - c) Disclosing sitting arrangements for candidates before the examination as prescribed.
 - d) Arrange special sitting to a candidate with malafide intention
 - e) Allowing entry of persons in the exam centre who are not authorized by PEB

- f) Help by-passing the entry of candidates without following prescribed verification.
- 5. The SPA will ensure that the employees whose relatives have applied in the examination then such employees should be kept away from the examination process.
- 6. The SPA will keep it confidential and will not advertise this award of contract but however he may use it as it's experience in future tenders
- 7. The SPA will not advertise its insignias, emblems, logos, identity etc... during the examination.
- 8. The SPA will abide by all applicable law and seek all applicable permissions for the project.
- 9. The SPA will adopt good industrial practice and take all precautionary and safety measures for safe conduct of examination.

7.3 Exit Management

7.3.1 Exit Management Purpose

- 1) This schedule sets out the provisions, which will apply on expiry and termination of the contract, the Project Implementation, Operation and service level
- 2) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- 3) The parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule

7.3.2 Cooperation and provision of information

- 1) The bidder will allow the Purchaser or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- 2) Promptly on reasonable request by the Purchaser, the bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services. The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data.

7.3.3 Confidential Information and Security Data

- 1) The bidder will promptly on the commencement of the exit management period supply to the Purchaser or its nominated agency the following:
 - a) information relating to the current services rendered and performance data;

- b) documentation relating to Computerization Project's Intellectual Property Rights;
 - c) documentation relating original equipment manufacturer (OEM's);
 - d) all current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its Replacement bidder in a readily available format nominated by the Purchaser, its nominated agency;
 - e) all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its Replacement bidder (as the case may be).
- 2) Before the expiry of the exit management period, the bidder shall deliver to the Purchaser or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
 - 3) Before the expiry of the exit management period, unless otherwise provided under the contract, the Purchaser or its nominated agency shall deliver to the bidder all forms of bidder confidential information, which is in the possession or control of Purchaser.

7.3.4 Employees

- 1) Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser or its nominated agency a list of all employees (with job titles) of the bidder dedicated to providing the services at the commencement of the exit management period.
- 2) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the bidder to the Purchaser or its nominated agency, or a Replacement bidder ("Transfer Regulation") applies to any or all of the employees of the bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- 3) To the extent that any Transfer Regulation does not apply to any employee of the bidder, Purchaser, or its Replacement bidder may make an offer of employment or contract for services to such employee of the bidder and the bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the purchaser or any Replacement bidder.

7.3.5 Transfer of Certain Agreements

On request by the Purchaser or its nominated agency the bidder shall effect such assignments, transfers, licences and sub-licences as the purchaser may require in favour of the Purchaser, or its Replacement bidder in relation to any equipment lease, maintenance or service provision agreement between bidder and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the purchaser or its nominated agency or its Replacement bidder.

7.4 DATA PROTECTION

- 1) In the course of providing the services, the IA may be compiling, processing and storing proprietary data relating to the users. The IA is responsible for complying with its respective obligations under the applicable data protection laws and regulations governing the proprietary Data.
- 2) The IA is required to follow the best practices for the data security regarding all the data made available to them.
- 3) The IA shall not transfer any Data unless otherwise authorized by the Competent Authority of PEB in this regard.

7.5 CONFIDENTIALITY

- 1) IA will come into possession of confidential public records. IA shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. IA would be required to sign a Non-Disclosure Agreement with PEB as per format prescribed in Annexure 12.
- 2) Additionally, the IA shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems, during implementation or after completion of the project.
- 3) PEB shall retain all rights to prevent, stop and if required take the necessary punitive action against the IA regarding any forbidden disclosure.
- 4) The IA shall ensure that all its employees execute individual nondisclosure agreements, which have been duly approved by PEB with respect to this Project.
- 5) The aforesaid provisions shall not apply to the information:
 - a) Already in the public domain;
 - b) That has been received from a third party who had the right to disclose the aforesaid information;
 - c) Disclosed to the public due to a court order.

7.6 PEB'S RIGHT TO CHANGE EXAM CONDUCTING PROCESS

Computer based exams is a very new practice for PEB. At present, PEB is conducting examinations on the basis of the rules laid down by various departments of Govt. of Madhya Pradesh and MP Professional Examination Act. In future if there are any changes in the rules and Act, Chairman PEB shall be authorized to revise the service agreement and exam conducting process.

7.7 FORCE MAJEURE

- 1) For purposes of this clause "Force Majeure" means an event beyond the control of the IA and not involving the IA's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, strikes, quarantine restrictions, strike and freight embargoes. The decision of the PEB regarding Force Majeure shall be final and binding on the IA.
- 2) Notwithstanding anything contained in the Bid Document, the IA shall not be liable for forfeiture of security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- 3) If a Force Majeure situation arises, the IA shall promptly notify to the PEB in writing, of such conditions and the cause thereof. Unless otherwise directed by the PEB in writing, the IA shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. PEB may terminate this agreement by giving a written notice of a minimum 30 days to the IA, if as a result of Force Majeure, the IA is unable to perform a material portion of the services for a period of more than 60 days.

7.8 RESOLUTION OF DISPUTES

- 1) PEB and the IA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the Contract. If, after 30 days from the commencement of such informal negotiations, the PEB and the IA are unable to resolve, amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in the Clause below.
- 2) In all matters and disputes arising there under, the M.P. State Arbitration Tribunal shall be the sole arbitrator to decide the claim and its decision shall be final and binding on both the parties. However, during the period of doubt, disagreement or dispute, the IA shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the IA to interfere in or prevent normal functioning of the Project.

- 3) Due to any pandemic or any other unavoidable situation which has the financial impact. PEB and IA shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute that may arise between them under or in connection with the contract.

7.9 LIMITATION OF LIABILITIES

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. The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by PEB 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 agency 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 PEB to perform any of PEB's obligations.

7.10 CORRUPT OR FRAUDULENT PRACTICES

- 1) 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, the Purchaser 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, the Purchaser 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.
- 2) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "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 the Purchaser 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 the Purchaser, 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 the Purchaser in relation to any matter concerning the Project;

- b) "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) "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;
- d) "Undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by Purchaser 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
- e) "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.

8 Appendix I: Pre-Qualification & Technical Bid Templates

The Bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms:

Forms to be used in Pre-Qualification Proposal

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidder

Forms to be used in Technical Proposal

Form 3: Compliance Sheet for Technical Proposal

Form 4: Letter of Proposal

Form 5: Project Citation Format

Form 6: Centre List

Form 1: Compliance Sheet for Pre-qualification Proposal

S. No	Pre-qualification Criteria	Documentary Evidence Required	Provided (Yes /No)	Reference & Page Number
1	Legal Entity	Copy Certificate of Incorporation issued by Registrar of Companies or Ministry of Corporate Affairs (MCA)		
2	Annual Turnover	Turnover Details Certified by Chartered Accountant. Form-8		
3	Technical Capability The Bidder must have successfully completed at least given number of engagement (s)	Work order or completion certificate/ Certificate from clients, documentary evidence for project value.		
4	50,000 candidates Single Shift, Strength Capability	Work Order and Documents showing successful completion of the Exam having minimum 50,000 candidates in single shift		
5	CBT Exams for more than total 10 lakhs candidates in India during 5 years	Work Order(s) / Completion Certificate/Documents showing successful execution of Exams for a total of more than 10 lakh candidates in India.		
6	IPR of Computer Based Examination Solution	Declaration of developing, owning and having full IPR of Computer Based Examination Solution on the letter head.		
7	Undertaking having capacity 20,000 Candidates in Single Shift in the state of MP	An undertaking of having capacity of conducting Computer based Exam for 20,000 candidates in single shift along with list of exam centers with seating capacity as per Appendix V & Form 6: Centre List.		
8	Blacklisted Entity / Debarment	Affidavit for not being blacklisted, signed by the authorised signatory of the bidder. Appendix IV		
9	Conflict of Interest	Declaration by authorised signatory of the Bidder: Appendix VII		

10	CMMI Certification	Copy of the Certificate(s) signed and stamped by the authorised signatory of the Bidder		
11	Manpower Strength	Certificate from HR Head		
12	Data Centre DR/DC	Documentary evidence for owned/ outsourced primary data center.		
13	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory Appendix VI		
14	Document Fee	Submission proof		
15	Earnest Money Deposit	Submission proof		
16	Particulars of the Bidders	As per Form 2		

Form 2: Particulars of the Bidder

S. No.	Bidder Details	Response
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (public limited / private limited, etc.)	
3.	Year of Establishment	
4.	Date of registration	
5.	ROC Reference No.	
6.	Details of company registration	
7.	Details of registration with appropriate authorities for service tax	
8.	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

Form 3: Compliance Sheet for Technical Proposal

Sr. No.	Technical Qualification Criteria	Documentary Evidence Required	Provided (Yes/No)	Reference Page No.
A	Past Experience of the Bidder			
A1	Annual Turnover	Five years audited financial statements AND profit & loss account certified by CA (i.e., 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21), Form 7: Turnover Details Certified by Chartered Accountant		
A2	Experience of Bidder in executing overall Exam Management process.	a) Experience details as per the Appendix I: Form 5 (Project Citation Format) b) Documentary evidence work order / purchase order / completion certificate from the client clearly showing the Project value.		
A3	Computer Based Exams having minimum 50,000 candidates appeared in single shift, (Strength Capability)	Documentary evidence, work order / purchase order / completion certificate from the department/Exam conducting body/university/Bank/Autonomous body of Central or State Govt in India clearly showing the candidates counts. Appendix I: Form 5 (Project Citation Format)		
A4	20 lakhs candidate's examination capability strength in India during the last 5 years	Documentary evidence for number of candidates along with client contact details, in the form of work order / purchase order / completion certificate from the client		
A5	Centre Management	Self-Certificate/ declaration by the firm. Documentary evidence for node capacity in Madhya Pradesh Form 6 Centre list		
A6	CMMi Certification	Copy of the certificate(s) signed and stamped by the authorised signatory of the Bidder		
A7	HR staff strength	Certificate from HR Head		
A8	Data Centre DR/DC	Documentary evidence for outsourced primary data center. Or Audit certificate from any 3rd Party Auditor of DC & DR / Cert-In certification in case of owned Data Centre		
B	Presentation (Approach & Methodology, Project Management Plan/Timelines)	Copy of the presentation (to be submitted and same has to be presented on the day of the presentation max 10 - 15 slides)		

Form 4: Letter of Proposal

To

Director

Madhya Pradesh Professional Examination Board (PEB)

Chayan Bhawan, Main Road No.1,

Chinar Park (East),

Bhopal - 462011

Subject: Submission of the Technical bid for Selection of Implementing Agency for Management of Examination Centre and Supply of Examination Engine for Professional Examination Board

Dear Sir,

We, the undersigned, offer to RFP for Selection of Agency for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) to Madhya Pradesh Professional Examination Board (PEB) with your Request for Proposal dated <insert date> and our Proposal.

We hereby declare that all the information and statements made in this technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in the contract agreement.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

Form 5: Project Citation Format

Sr. No.	Items	Details
General Information		
1.	Customer Name	
2.	Central / State Government / PSU Organization in India (YES/NO)	
3.	Name of the contact person and contact details for the client of the assignment	
Project Details		
4.	Project Title/Exam Name	
5.	Start Date: MM/YYYY End Date: MM/YYYY	
6.	Current Status (work in progress/completed)	
7.	Number of staff deployed in the assignment	
Size of the project		
8.	Total value/Cost of the project	
9.	Period of contract	
10.	Services offered to the client	
11.	Total Number of candidates appears	
12.	Total Number of centre used across the country	
13.	How may shifts & days conduct the examination	
14.	BCP/DR capability	
15.	Details on ICT Infrastructure design and implementation work done by Bidder	
16.	Any other information to be shared with Purchaser	
17. <i>Narrative Description of the Project</i>		
18. <i>Documentary Proof and necessary details</i>		
<i>Please attach the proof - Work Orders Certificates or Letter of Appointments etc with the credential only</i>		

Bidder:

Name -----

Signature -----

Designation -----

Company Seal -----

Date -----

Form 6: Centre List

Centre No	Items	Details
1.	Centre Name	
	Centre Address	
	Exam Name/ Date/ Timing	
	Total Candidates/Node	
	Contact Person/Mobile no	
2	Centre Name	
	Centre Address	
	Exam Name/ Date/ Timing	
	Total Candidates/Node	
	Contact Person/Mobile no	
3	Centre Name	
	Centre Address	
	Exam Name/ Date/ Timing	
	Total Candidates/Node	
	Contact Person/Mobile no	
4		

Form 7: Turnover Details Certified by Chartered Accountant

We have verified the Audited Financial Statements and other relevant records of M/s (Name of the bidder) and certify the following:

“ANNUAL TURNOVER” and “ANNUAL TURNOVER OF LAST 5 FINANCIAL YEARS FROM CONDUCTING COMPUTER BASED EXAMINATION OR PROVIDING ONLINE EXAM SERVICES”

Year	Total Annual Turnover (INR)	Annual Turnover from providing Computer Based Examination or Providing Online Exam Services.
2016-17		
2017-18		
2018-19		
2019-20		
2020-21		
Average Turnover		
Max Average Turnover of 5 years		

It is further certified that the above-mentioned applicable figures are matching with the returns filed with Income Tax Returns.

Name of Audit Firm:

[Signature of Authorized Signatory]

Chartered Accountant/CPA

Name:

Date:

Designation:

Seal:

Membership

No.:

Note: This certificate is to be submitted on the letter head of Chartered Accountant

9 Appendix II: Financial Proposal

<Location, Date>

To

Director
Madhya Pradesh Professional Examination Board (PEB)
Chayan Bhawan, Main Road No.1,
Chinar Park (East),
Bhopal - 462011

Subject: Submission of the financial bid for Management of Examination Centre and Supply of Examination Engine for Professional Examination Board

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) Centre in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal.

S. No.	Particulars	Unit	Price (A)
1	Price for Management of Examination Centre, Supply of Examination Engine (Computer Based Online Examination) as per RFP Terms in 2 years after Go-live	Candidate Per Exam	
Total Cost			

Note: * - Quoted Rates Candidates Per Exam should be Inclusive of all Expenses / Travels etc. excluding GST/taxes which will be paid as extra as per prevalent rates of invoice. Please note that the entire scope of work comes under the ambit of the above price bid In case of any deviation in the price quoted between “numbers” and “word format”, “word format” will be considered.

1. PRICE AND VALIDITY

All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.

2. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in Section 6, "Scope of Work". Quoted price should be all inclusive except GST, which will be paid as extra as per prevalent rates of invoice period.

5. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in this RFP document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

Yours sincerely,

Authorized Signature:

Name of Firm:

Name and Title of Signatory:

Address:

10 Appendix III: Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

To

Director
Madhya Pradesh Professional Examination Board (PEB)
"Chayan Bhawan", Main Road No.1,
Chinar Park (East),
Bhopal - 462011

1. Against contract vide Advance Acceptance of the Tender No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered into between Madhya Pradesh Professional Examination Board (PEB) (hereinafter called "Purchaser") and _____ (hereinafter called the "Bidder") this is to certify that at the request of the Bidder we ----- Bank Ltd., are holding in trust in favour of Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified Purchaser against any loss or damage that may be caused to or suffered by Purchaser by reason of any breach by the Bidder of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to Purchaser.
2. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Bidder i.e. till _____ hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of Purchaser.
4. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

5. We _____ Bank Ltd, further agree that Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Tendered from time to time or to postpone for any time from time to time any of the powers exercisable by Purchaser against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Bidder or for any forbearance by Purchaser to the said Bidder or for any forbearance and or omission on the part of Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

11 Appendix IV: SELF DECLARATION ON NON-BLACKLISTING

Date:

To,

Professional Examination Board

"Chayan Bhawan", Main Road No.1,

Chinar Park (East), Bhopal – 462011

Subject: Self Declaration with reference to our Bid for providing Computer Based Exam Services for Computer Based Exam

In response to the Tender for Providing Computer Based Exam services for Computer Based Exam, as a owner/partner/Director/ Authorised Signatory of I/We hereby declare that our Company/firm is having unblemished past record and has not been declared blacklisted or ineligible for non-performance, Tender Holiday, Work Holiday, contract terminated, corrupt or fraudulent practices either indefinitely or for a particular period of time in last 2 years by any State or Center Government Agency/department in India.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

12 Appendix V: UNDERTAKING FOR 20000 SEATS

Bid Reference: Bid Proposal for Providing Computer Based Exam services to PEB

Date:

To,

Professional Examination Board

"Chayan Bhawan", Main Road No.1,

Chinar Park (East), Bhopal – 462011

Subject: Undertaking for having capacity of conducting Computer based Exam for 20000 candidates in single shift in MP

In response to the Tender for Providing Computer Based Exam services for in MP Professional Examination Board, I/we have successfully identified 20,000 computer-based examination seats in Madhya Pradesh as per standards defined in this RFP for Exam Centres. List of institutions/agencies who own Exam Centre Infrastructure for these seats, their location, and number of seats available with them as per defined standards, is enclosed herewith. I/we will provide copy of MOUs signed with each of these Exam Centre Infrastructure owners within 2 weeks of signing of agreement with PEB. Format of this MOU will be designed in consultation and PEB.

Encl: List of Exam Centre Infrastructure Owner with their location and Seating Capacity.

Name of the Bidder: -

Signature: -

Seal of the Organization: -

13 Appendix VI: Format for Power of Attorney

Dated: _____

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Tender for "for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination)" involving the deliverables including Provisioning for IT infrastructure, Implementation Services, Maintenance and support for at least 5 years as per location provided in Purchase Order by Professional Examination Board, Madhya Pradesh, vide Invitation for Tender (Tender Document) Document dated _____, issued by The Director, Professional Examination Board, Madhya Pradesh, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).*

14 Appendix VII: DECLARATION /UNDERTAKING BY BIDDER

DECLARATION / UNDERTAKING

I/We/M/s. _____ represented by its proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Company Premises at _____ do declare that I/We have carefully read all the conditions of RFP Ref. No. _____ for supply of Services for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) for Madhya Pradesh Professional Examination Board floated by the PEB, and accept all conditions of RFP

1. I/we declare that I/we shall not have a Conflict of Interest that affects the Bidding Process.

2.1 I/We declare that I/we have not been barred from participating in any project by the Central/State Government or any entity controlled by it and no bar subsists as on the date of bid.

2.2 I/We further declare that there is no dispute pending with the Central/State Government or any entity controlled by it

Or

2.3 I/we declare that following disputes/notices are pending against us unresolved by the Central/State Government or any entity controlled by it.

(Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).

3.1 I/We declare that I/we in the last 3 (three) years have neither failed to perform any contract or punishment by an arbitral or judicial authority or a judicial pronouncement or arbitration award against me/us, nor have been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach of contract.

Or

3.2 I/we declare that following disputes/notices are pending against us unresolved before an arbitral or judicial authority.

(Pl. give details of project name, Contract awarding agencies, detail of dispute/notices and current status).

1. We declare that I/we do not have any enquiry registered against me/us in any of the vigilance organization like CBI, EOW, SIT, STF, CVC etc.

2. I/we declare that I am/we are not a member of another bidding entity.

3. I/we declare that there is no pending Income-tax for last financial year

4. I/We declare that when PEB ask me/us for additional information, I/we will arrange discussions with mine/our professional, technical faculties to verify claims made in bid

documentation. If I/we fail to submit the additional supporting documents, the bid shall be rejected.

5. I/We declare that the information, certified copies of the documents supplied with the Bid and undertakings given / certificates attached are true and correct to the best of his/their knowledge and belief. If any information is subsequently, even after award of contract, is found to be incorrect, the PEB may cancel the award, forfeit his Performance guarantee and debar him from submitting bid in future.
- a) I/We declare that there is no enquiry pending against him in any of vigilance organization.
- b) I/We declare that the bidder is not ineligible under clause 4.1 PRE-QUALIFICATION CRITERIA of RFP document.
- c) I/We declare that resolution of Board/ authorized signatory is attached for bid submission.

I/We agree that the PEB has rights of forfeiting the Bid Security and or Performance Guarantee Deposit and taking any suitable administrative action if any information furnished by us proved to be false at the time of inspection and not complying with the tender conditions.

Signature and Seal of the Bidder

Name & Address in capital letters with
Designation

To be attested by Notary,

15 Appendix VIII: NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made on the**BETWEEN:**

1.<<name of the department/Corporation/ Agency>> a<<type of organization>> having its registered office at (hereinafter referred to as "**Disclosing Party**" which expressions shall unless repugnant to the context include its successors and assigns), and
2.<<name of the Service Provider Agency>> a <<type of organization>> having its registered office at, hereinafter referred to as "Receiving Party", which expressions shall unless repugnant to the context include its successors and assigns);

The Disclosing Party and the Receiving Party shall hereinafter jointly be referred to as the "Parties".

WHEREAS

The Disclosing Party is in possession of certain information defined hereunder as Confidential Information by virtue of an agreement signed between the parties on dated for **<<name of the project>>**.

NOW IT IS HEREBY AGREED as follows: -

I. Confidential Information

For purposes of this Agreement, means all information to which the Receiving Party has access including but not restricted to <<name of the project>> Project Data which relates to the technical, commercial and financial information, software in various stages of development, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data, trade secrets, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

II. Not Within Definition

Notwithstanding any other provision of this Agreement, the Parties hereto acknowledge that Confidential Information shall not include any information that:-

- i. is, now or subsequently becomes public knowledge other than by breach of the provisions of this Agreement; or
- ii. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- iii. is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- iv. is independently developed by Receiving Party without reference to or based on Confidential Information of the Disclosing Party.

III. Obligation of Confidentiality

The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:

- i. To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- ii. Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
- iii. Not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- iv. To restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out official duties towards Disclosing Party.
- v. To furnish the details including names and phone numbers of persons (Project Manager/ TL/ DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- vi. Not to entertain any requests made by the users of the software application to make changes or carry out any action involving reversal from the set process, under any circumstances, which requires accessing the confidential information from the backend, unless a prior written consent is taken from the ACS/ PS/ Secretary, <<Name of Department>> Government of Madhya Pradesh or any other Person specifically authorized in this regard to do so.
- vii. To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing

Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

- viii. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
- ix. To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- x. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- xi. To pay liquidated and other damages recoverable under the clause 7 of this Agreement.

IV. Property of the Parties

All Confidential Information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this Agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving Party, and the Confidential Information will be used only for the purposes of this Agreement.

V. Reporting Unauthorized Disclosure or Misuse of Confidential Information

The Receiving Party shall immediately inform the Disclosing Party of any unauthorized use or disclosure, misappropriation or misuse by any person of any Confidential Information, upon the Receiving Party having notice or knowledge of the same.

VI. Losses

The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.

VII. Remedies

The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to resort to civil & criminal remedies available under the law including the IT Act 2000 for taking action against the Receiving Party and/ or for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.

In the event of default or breach of the terms of this agreement the Receiving Party and all its officers found guilty of breach, shall be jointly & severally liable for action.

VIII. Notices

Any communication in connection with this Agreement must be in writing and be delivered personally, or by registered mail receipt acknowledged, facsimile or e-mail (if receipt of the complete facsimile or electronic mail is confirmed in writing by the recipient) to the address set out at the beginning of this Agreement.

IX. Term & Termination

This Agreement shall commence on the date as written above. The Receiving Party's obligations with respect to the Confidential Information hereunder shall be co-terminus with the Agreement signed by the parties as referred above. However if after termination or expiration of the Agreement the Receiving Party remains in possession of any Confidential Information then the obligations under this Agreement and consequences of breach shall continue to remain in force till such information is in possession of the Receiving Party.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signature on behalf of the
<<name of the department/Corporation/ Agency>> **(Disclosing Party)**

(_____)

Name:

Designation:

Signature on behalf of<name of the Service Provider Agency>> (Receiving Party)

(_____)

Name:

Designation:

DATE:

WITNESSED BY:	Name	Address	Signature
---------------	------	---------	-----------

1.

2.

PART-III MASTER SERVICE AGREEMENT

This Agreement is entered into on this the _____ day of _____, 2022

BETWEEN

The MP Professional Examination Board having principal office at Madhya Pradesh Professional Examination Board, Chayan Bhawan, Main Road No.1, Chinar Park (East), Bhopal – 462011 (Hereinafter referred to as "PEB" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part,

AND

M/s. _____, having its registered office at _____ (hereinafter referred to as the "Implementing Agency" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted substitutes) of the Second Part

WHEREAS

The MP Professional Examination Board Bhopal (hereinafter referred to as "PEB") has taken a decision for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) for Madhya Professional Examination Board Bhopal.

The PEB had accordingly invited bids vide RFP No ____/ dated __-__-____ ("RFP") for selection of a bidder for Management of Examination Centre and Supply of Examination (Computer Based Online Examination) subject to and on the terms and conditions contained in the RFP document.

After evaluation of the bids so received, the PEB had accepted the bid of M/s. _____, and issued Letter of Acceptance No _____ dated _____ ("LOA") inter alia for the execution of this Agreement.

Both the parties in accordance with the provisions of RFP has agreed accordingly to enter into this Agreement with the Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) subject to and on the terms and conditions set forth hereinafter.

The IA has duly provided the Performance **Guarantee of 2 crore** (PBG Number:....., Date:....., Bank Name:....., Expiry Date:....., Claim Expiry date:.....) in terms hereto.

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

1 PRELIMINARY

1.1 DEFINITIONS AND INTERPRETATION

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

- 1.1.1 "Accounting Year" means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year.
- 1.1.2 "Agreement" means this Agreement, its Recitals, Schedules and Annexure hereto, letter of acceptance, RFP including SOW, any amendments thereto made in accordance with the provisions contained in this Agreement/RFP, implementing agency's bid submitted in response to the RFP, and FRS prepared as per agreement.
- 1.1.3 "Agreement Period" means the period beginning from date of signing of agreement by the PEB and ending at the end of **2 (Two) years** of commencement date unless terminated earlier or extended in terms hereof.
- 1.1.4 "Applicable Laws" means all laws, promulgated or brought into force and effect by the State Government and/or the Government of India including rules, regulations and notifications made there-under, and judgments, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise performance and discharge of the respective rights and obligations of the parties hereunder, as may be, in force and effective during the subsistence of this Agreement.
- 1.1.5 "Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the establishing Examination Centres and conducting Examination during the subsistence of this Agreement.
- 1.1.6 "Commencement Date" means the date which falls after 30 days of notice of commencement of first Examination for which Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) for PEB whichever is earlier.
- 1.1.7 "PEB" means Madhya Pradesh Professional Examination Board having its office in Bhopal.
- 1.1.8 "Confidential Information" means all information to which the IA has access including but not restricted to data which relates to the Examination Result, Question Paper, Examination Process and Procedures, Question Bank and source of Question bank, Candidates details, technical, commercial and financial information, techniques, models, data, source code, object code, documentation, manuals, flow charts, research, process, procedures, functions, customer names and other information related to customers, suppliers, products, developments, operations, processes, data trade secrets, know-how and personal of each party and its affiliates which is discloses

to or otherwise learned by the other Party and all other information which may be disclosed by one Party or to which the other party may be provided access by the disclosing Party or other in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the Business Purposes, which is not generally available to the public.

Notwithstanding any other provision of this Agreement, Confidential Information shall not include any information that: -

- (i) is, now or subsequently becomes public knowledge other than by breach of the provision of this Agreement; or
- (ii) is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written record; or
- (iii) is independently received by the Receiving Party from a third party, with no restrictions on disclosure from such third party.
- (iv) is independently developed by receiving Party without reference to or based on Confidential Information of the Disclosing Party.

- 1.1.9 "Date of complete conduct of an examination" means the date one month after the date of publishing the result at website
- 1.1.10 "Encumbrances" means any encumbrance on any part of the conduct of examination such as any promise, accident death of personnel involved in assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss, payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the conduct of examination wherever applicable herein
- 1.1.11 "Force Majeure" or "Force Majeure Event" means an act, event, condition or occurrence specified which is not in the control of any party to the Agreement.
- 1.1.12 "LOA" means the Letter of Acceptance.
- 1.1.13 "Implementing Agency" means the authorized Agency/firm which shall undertake and perform the obligations and exercise the rights of the Agency/firm under the LOA and the Agreement, for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination).
- 1.1.14 "Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Party to this Agreement individually.
- 1.1.15 RFP means notice **no.....inviting bid**, whole bidding document and its amendments for " Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) for Madhya Pradesh Professional Examination Board "
- 1.1.16 "Rs." Or "Rupees" means the lawful currency of the Republic of India.
- 1.1.17 "PEB's Representative" means such person as may be authorized in writing by the PEB to act on PEB's behalf under this Agreement.

- 1.1.18 "Termination" means the expiry or termination of this Agreement and the Rights to conduct scanning of Answer Books and Onscreen marking hereunder.
- 1.1.19 "Termination Date" means the date on which this Agreement expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice whichever is earlier.
- 1.1.20 "Termination Notice" means the communication issued in accordance with this Agreement by any one Party to the other Party terminating this Agreement
- 1.1.21 SOW means "Scope of Work" mention in RFP document Section 6.
- 1.1.22 "Contract value" Total Project Cost = (Average no of candidates in last 3 year) X (Process Fee as per Appendix II: Financial Proposal) X (Contract Period which is 3 years). It is further clarified that the Project Cost/ Contract value is only calculated for the purpose of determining Performance Guarantee and Penalty. It has no relationship of actual payment to the SPA.

1.2 INTERPRETATION

In the Agreement, except where the context requires otherwise:

- i. words indicating one gender include all genders;
- ii. words indicating the singular also include the plural and words indicating the plural also include the singular;
- iii. provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- iv. written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

2 SCOPE OF WORK

The scope of the work under this Agreement shall mean the PART II: TERMS OF REFERENCE defined in the Section 6 RFP Document.

3 WORK ORDER

Work order for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) will be issued as provided in the PART II: TERMS OF REFERENCE (RFP Document Section 6).

4 IMPLEMENTATION

Implementation of the project of Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) will be as provided in the Scope of Work (RFP Document Section 6).

5 PAYMENT TO SPA

- 5.1 The financial proposal (Quoted Rate) for this agreement is @ Rs per candidate/examination for Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) as has been offered by the successful Bidder in response to this RFP and accepted by the PEB
- 5.2 The Quoted Rate will remain fix for the entire period of the Agreement
- 5.3 After allotment of an examination to the IA for Online Computer Based Examination, the IA will be entitled for payment of quoted rate for numbers of candidates have appeared (Test Admit Card generated by PEB) in the examination.
- 5.4 The payment will be made as per the clause 18 PAYMENT SCHEDULE on raising bill after successful conduction of Online Computer Based Examination and preparation of result by the IA, but in case of not fulfilling this obligation PEB reserve the right to forfeit the fee or make payment of partial fee as it deems fit.

6 OBLIGATIONS OF THE SPA

- 6.1 As provided in the PART II: TERMS OF REFERENCE (RFP Document Section 6)
- 6.2 The IA will not create any encumbrance on the PEB.
- 6.3 The IA will provide all information related to Management of Examination Centre and Supply of Examination Engine (Computer Based Online Examination) when will be needed by the PEB.
- 6.4 The IA or any of his employees will not involve in the following activities which will be termed as misconduct:
 - 6.4.1 Disclose marks scored by candidates before declaration of result by the PEB.
 - 6.4.2 Disclosing names of evaluators and superintendent of evaluation centres and any information of activities related to evaluation centres/evaluation process.
 - 6.4.3 Help evaluators in identifying candidates
 - 6.4.4 Allow entry of persons in the evaluation centres that are not authorized by the MP PEB.
- 6.5 The IA will ensure that the employees whose relatives have applied in the examination then such employees should be kept away from the examination process.
- 6.6 The IA will not advertise this award of contract but however he may use it as its qualification whenever he competes in bidding process of similar type of projects.
- 6.7 The IA will not advertise its insignias, emblems, logos, identity etc...during the examination.
- 6.8 The IA will abide by all applicable law and seek all applicable permissions for the project.
- 6.9 The IA will take all precautionary and safety measures for implementation of Online Computer Based Examination Management System.

7 OBLIGATIONS OF PEB

As provided in the PART II: TERMS OF REFERENCE

8 PERFORMANCE BANK GUARANTEE

- 8.1 The IA has to submit Rs **2 crore** Performance Bank Guarantee for the due and faithful performance of its obligations during the agreement period valid till one year after the date of completion of agreement.
- 8.2 The Performance Guarantee shall be released by the PEB to the IA, 12 months after upon satisfactory completion of the Agreement or declaration of result whichever is later. In the event the IA is in breach of the terms of the Agreement during the Agreement period, the PEB shall, without prejudice to its other rights and remedies hereunder or in law appropriate such amounts as may have been determined, from the Performance Guarantee/from the pending dues/bills as Penalty/damages for such IA's default. Upon such appropriation from the Performance Guarantee, the IA shall, within 30 days thereof, replenish, in case of partial appropriation, to its original level, and in case of appropriation of the entire Performance Guarantee provide fresh Performance Guarantee, as the case may be, failing which the PEB shall be entitled to terminate this Agreement in accordance with Clause 17 Termination.

9 INDEMNITY

The IA hereby undertakes to indemnify and hold the PEB harmless arising due to action/conduct of IA against all costs, damages, liabilities, expenses arising out of any third-party claims relating to torts or contracts relatable to the Management of Examination Centre, Supply of Examination Engine and Establishment of Exam Control Centre (Computer Based Online Examination).

10 RENEWAL OF Agreement

- 10.1 At least two months prior to the expiry of this agreement, the IA shall apply in writing to the PEB if he is willing to continue with the agreement for a further period of 1 (one) year. Provided that IA can apply only if it has complied with all the terms and conditions of the agreement and he is not in breach of any of the terms of the agreement which has been notified by the PEB. In case the IA is in breach of any of the terms and conditions of the agreement resulting in an event of default, the renewal the agreement shall be subject to the IA rectifying the breach within a cure period of 30 days and failure to rectify such breach shall not entitle the IA for renewal of right to operate.
- 10.2 The PEB on receipt of application as per clause 10.1 above may on his sole discretion consider the application and extend the period of Agreement with same conditions. Further it shall not be binding on the PEB to extend the period of agreement and he may reject application without assigning any reason.
- 10.3 For the avoidance of doubt it is clarified that if the IA does not make any application to the PEB within the time provided in this clause, it may be deemed that he is not willing for renewal of right to operate and no application contrary to the same may be entertained thereafter.

11 FORCE MAJEURE

- 11.1 The IA or PEB, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under this Agreement to the extent that the IA or PEB as the case may be, is unable to render such performance by an event of Force Majeure (a "Force Majeure Event")
- 11.2 In this Agreement, no event or circumstance and/or no combination of circumstances shall be treated as a "Force Majeure Event" unless it satisfies all the following conditions:
- i. Materially and adversely affects the performance of an obligation;
 - ii. Is beyond the reasonable control of the affected Party;
 - iii. Affected party could not have prevented or reasonable overcome with the exercise of good industry practice or reasonable skill and care;
 - iv. Do not result from the negligence or misconduct of Affected Party or the failure of Affected Party to perform its obligations hereunder;
 - v. Which, by it or consequently disables either party to perform its respective obligations under this Agreement.
- 11.3 Notice of event of Force Majeure: In case of force majeure situation, the IA shall notify in writing with adequate proof of such conditions and the cause thereof unless otherwise directed by the PEB in writing, the IA will continue to perform its obligation under the contract as far as it is reasonably practical and shall seek all reasonable means for performance not prevented by force majeure events

12 Mitigation

The party claiming to be affected by a force majeure event shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such force majeure event. The affected party shall also make efforts to resume performance of its obligations under this agreement as soon as possible and upon resumption, shall forthwith notify the other party of the same in writing

13 DISCLOSURE

The IA shall make available for inspection during normal business hours on all working days all relevant records and reports to the PEB or its authorized representative as and when required.

14 NON-DISCLOSURE CLAUSE

14.1. Both the parties to this agreement agrees

- 14.1.1 To protect and safeguard the Confidential Information against unauthorized use, publication or disclosure.
- 14.1.2 Not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information in accordance with this Agreement.

- 14.1.3 Not to use any, Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity.
- 14.1.4 To not to enter into any communication involving disclosure of Confidential Information in any form with either the beneficiaries or the users of Software Application, without written consent of the Disclosing Party.
- 14.1.5 To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

14.2 The IA further agrees

- 14.2.1 To furnish the details including names and phone numbers of persons (Directors, Project Manager/TL/DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend and shall furnish the Audit log to the Disclosing Party on bi-weekly basis. Any changes in the persons or their role shall be duly intimated to the Disclosing Party within 3 days.
- 14.2.2 To restrict access to the Confidential Information to those of its officers, directors and employees whose name has been furnished as per above condition
- 14.2.3 Not to entertain any requests made by the users and the users of the software application to make changes or carry out any action involving reversal from the set process under any circumstances which requires accessing the confidential information from the backend, unless a prior written consent is taken from the PEB or any other person specifically authorized in this regard to do so.
- 14.2.4 To instruct each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the PEB, any of the Confidential Information and, upon Request of the PEB, to provide the PEB with a copy of a written agreement to that effect signed by such persons.
- 14.2.5 To comply with any other reasonable security measures requested in writing by the PEB.

15 Reporting unauthorized disclosure or misuse of Confidential Information.

The Receiving Party understands and acknowledge that any disclosure or misappropriation or misuse by any person of any Confidential information upon the receiving party having notice or knowledge of the same.

16 DEFAULT AND TERMINATION

16.1 IA- Event of Default

- 16.1.1 For the purposes of this Agreement, each of the following event or circumstance, to the extent not caused by a default of the PEB or are not Force Majeure Events, shall

- be considered as event of default of the IA (the "IA Event of Default") which, if not remedied within the Cure Period of 30 (Thirty) days upon receipt of written notice from the PEB, shall provide the PEB, the right to terminate this Agreement in accordance with Clause 17 Termination.
- 16.1.2 Any breach, including but not limited to the events specified hereunder, by the IA of its obligations under this Agreement, and such breach if capable of being remedied, is not remedied within 15 days of receipt of written notice from PEB specifying such breach and requiring the IA to remedy the same;
- 16.1.3 Any representation or warranty of the IA herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the IA is at any time hereafter found to be in breach thereof.
- 16.1.4 Suspension by the IA of the Management of Examination Centre, Supply of Examination Engine and Establishment of Exam Control Centre (Computer Based Online Examination) for more than one day in agreed period.
- 16.1.5 Failure of the IA to comply with the prescribed Standard Operating Procedures
- 16.1.6 The IA is ordered to wind up by the order of a court; filing of a petition for voluntary winding up by the IA, or levy of an execution or restraint on the IA's assets, or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of IA by a court of competent jurisdiction;
- 16.1.7 The IA is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the IA or for the whole or material part of its assets that has a material bearing on the conduct of Online Computer Based Examination.
- 16.1.8 The IA has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the PEB, a Material Adverse Effect;
- 16.1.9 The IA using or permitting or causing the use of the Examination Centres for purposes other than conducting Exam during the dates assigned by PEB for conducting Exam. The IA doing or permitting to do any act, matter, deed or thing in violation of Applicable Law and/or Applicable Permits;
- 16.1.10 Commits a breach of its any obligations as contained in this Agreement
- 16.1.11 Failure to comply with Infrastructural requirement as laid down in SOW, RFP Section 6.
- 16.1.12 Failure to comply with Security norms and measures as given in SOW
- 16.1.13 Negligence in duly complying with Quality norms and procedures as laid down in SOW, RFP Section 6.
- 16.1.14 Inadequate training to end users leading to delays in processing and declaration of results
- 16.1.15 Commits any breach of its obligations which leads to Examination data related leakage/theft/manipulation or data gets destroyed in any circumstances.
- 16.1.16 Unable to fulfil the audit non compliances

- 16.1.17 Failure to provide information regarding Examinee's result as defined in SOW;
- 16.1.18 Failure to make arrangements as laid down in this Agreement
- 16.1.19 Non replenishment of Business Continuity Plan as mentioned in RFP.
- 16.1.20 Breach of confidential information as given in this Agreement

16.2 PEB – Event of Default

For the purposes of this agreement, each of the following event or circumstance, to the extent not caused by a default of the IA or are not force majeure events, shall be considered, as events of default of PEB ("PEB–event of default"), which shall provide the IA the right to terminate this agreement in accordance with clause 17:

- 16.2.1 Commits a breach of its any obligations as contained in this Agreement
- 16.2.2 Failure to make payment (Quoted Rate) as agreed for Online Computer Based Examination System.
- 16.2.3 Breach of confidential information as given in this Agreement

17 Termination

17.1 Termination for Default

- 1) PEB may, without prejudice to any other course of action, for breach of contract, by written notice of 30 days to the IA, terminate the agreement in whole or in part, if:
 - a) The IA fails to perform any or all of the obligations within the time period(s) specified in the agreement or any extension thereof granted, by Competent Authority from PEB.
 - b) The quality of the delivery of various tasks is not up to the satisfaction of the PEB.
 - c) The IA fails to perform any other obligation under the agreement.
- 2) In the event of the Competent Authority terminating the contract in whole or in part, pursuant to clause above, the PEB may procure at IA's risk and cost upon such terms and in such a manner as it deems appropriate, services similar to those remaining undelivered. The IA shall be liable to pay for any excess costs incurred by the Competent Authority for such procurement at his risk and cost. However, the IA shall continue with the performance of the contract to the extent not terminated.
- 3) The IA shall stop the performance of the contract from the effective date of termination and hand over all the reports studies etc. to PEB for which payment has been made. No consequential damages shall be payable to the IA in the event of termination.
- 4) In case of termination of contract as mentioned in Clause above, Bank Guarantee furnished by the IA by way of Performance Security shall stand forfeited.

17.2 Termination for Convenience

PEB, by prior written notice sent to the IA at least one month in advance, may terminate the contract, in whole or in part thereof, at any time for its convenience. The notice of termination shall

specify that termination is for the PEB's convenience and also the extent to which performance of the IA under the contract is terminated, and the date on which such termination becomes effective. No consequential damages will be payable to the IA in the event of such termination. However, upon such termination, IA shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by IA as are permitted by the PEB.

17.3 Termination for Insolvency

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

18 PAYMENT SCHEDULE

- IA will generate invoice after conducting each exam successfully on the rates as quoted in the commercial bid.
- 30% payment shall be made after completion of the examination, within 60 days from the invoice receiving date after necessary verification (Service Level & Penalty Clause 19) and due diligence by PEB. Rest of (70% amount) payment will be made after declaration of the result.
- The time of payment of 30%, there should not be any disorder/issues reported to PEB or inquiry initiated.
- All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.

19 Service Level Agreement & Penalty

Following section outlines the key service level requirements for the system, which needs to be ensured by the IA. These performance requirements shall be strictly imposed and a third-party audit/certification agency also be deployed by PEB for certifying the performance of the IA against the target performance matrix. The SLA monitoring shall be performed/reviewed on a regular basis. During the Contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the Parties i.e. PEB and IA.

19.1 SLA Management Tool(s)

IA shall supply, install and configure SLA management and monitoring tool for the Project. The SLA Management Tool will work under direct and exclusive control of PEB. This SLA Management tool should have following features:

1. SLA management tool should be able to monitor the all the service levels defined in the service level agreement.
2. The proposed solution should provide comprehensive and end-to-end management of all exam process.

3. The proposed SLA management tools should automatically document problems and interruptions for services and provide the consolidated violations as per the SLA.
4. The Tool should allow changing the parameters of the measurement and should allow adding new SLAs on need basis.
5. SLA management tool should enable the PEB to have a unified view of the entire system SLA at single console.

19.2 SLA Monitoring

The SLA parameters shall be measured per examination basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools provided by the IA for the purpose and audited by a third party for accuracy and reliability. If the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues are not rectified to the satisfaction of PEB, then PEB will have the right to take appropriate corrective actions including termination of the Contract. The Service Levels shall be reviewed on an annual basis by PEB after consultation with Computer Based Exam Management Committee and agency.

A. Implementation Phase

Sr. No.	Measurement	Definition	Target	Penalty
1.	Project Deliverable	Delay in submission deliverables mentioned in 6.7 Project Deliverables and Timelines	1 week delay	INR 50,000/-
			>1 week to <=2 weeks delay	INR 1,00,000/-
			>2 weeks to <=3 weeks delay	INR 2,00,000/-
			>3 weeks delay	INR 3,00,000/- Event of Default & Escalation to PEB and Bidder's Management
2.	UAT Defects	The Agency shall maintain UAT defect logs. Note: Penalties will be calculated for UAT from 2nd round of User testing	<24 hours for resolution	No penalty
			>=24 hours to <48 hours for resolution	INR 10,000/- per defect
			>=48 hours for resolution	Event of Default & Escalation to PEB and Bidder's Management
3.	Go-Live	Completion of - Rollout of system would mean, Go-live of the system such that all functionalities are working fine, users are able to use the centralized application /system.	1 week delay	INR 1,00,000/-
			>=1 week to <2 weeks delay	INR 2,00,000/-
			>=2 weeks to <3 weeks delay	INR 5,00,000/-
			3 weeks and more	INR 7,00,000/- Event of Default & Escalation to PEB and Bidder's Management

B. Computer Based Exam Conducting Services

Sr. No	Measurement Definition	Penalty Calculation Interval/Target	Penalty
1.	Meet the exigencies, 5% of buffer nodes must be available in each examination Centre for each shift	Per non available nodes/Computers per shift	INR 1,000/-
2.	If Examination could not Conduct in the identified/planned centers or Centre got changed in last moment.	Per Centre	INR 2,00,000/-
3.	If Examination in a one/all center delayed or could not conducted as per scheduled time.	>30 min to <=1 hour	INR 10,000/- Per Center Daily
		>1 hour <=2 hour	INR 20,000/- Per Center Daily
		Exam could not be conducted in a centre.	INR 2,00,000/- Per Center Daily and No Payment for that day
		Exam could not be conducted in all centre on a particular day.	INR 2,00,000/- Per Center, MAX Penalty INR 25,00,000/ and No Payment for that day
4.	Provide necessary hardware/Software to exam center for conducting Computer Based Exam.	Per hardware/Software as mention for per exam	INR 1,000/-
5.	Availability of all necessary services in exam centre and for candidates as per Standards defined in the RFP	Per Exam Day Random Audit (For every non-compliance)	INR 10,000
6.	Setup CCTV Cameras for surveillance during exam as per standards	Per CCTV Camera	INR 2,000/-
7.	Unavailability of exam day men power during each shift of exam day as per RFP.	Per Man Unavailability	INR 2,000/-
8.	If the original marks of a Candidate calculated are found to have been changed subsequently from the original marks	Per Candidate	INR 1 crore
9.	If paper gets leaked due to failure of IT security system setup by IA.		INR 2 crore/ and no payment will be made to agency besides a case of criminal offence may be lodged against the person/party responsible for such breach of confidentiality

C. Web Application/Software Services/Data Centre

Sr. No	Measurement	Definition	Penalty Calculation	Penalty
1.	Availability of System/Application/Software and web Portal	99% Availability and Accessibility of Computer Based Exam Central Data Center services including all the software and Web Portal.	Every 2 hours of down time per month at a stretch or in parts up to total down time of 10 hours. This down time shall be calculated over and above the total hours of downtime permissible.	INR 10,000/

D. 20K Candidate's seating capacity

Sr. No	Measurement	Definition	Penalty Calculation	Incentive Calculation
1	20,000/ Seats per shift	Agency has to provide minimum 20,000 seats/nodes per shift for examination. whenever required by PEB.	Flat 10% penalty for lesser number of seats., If Count is lesser than 20,000. E.g., Agency provided 17,000 seats. Less Count= 20000-17000 = 3000 seats 10% Penalty will be applicable only for 3000 lesser seats	10% incentive for more than 20000 seats. E.g., Agency provided 23,000 seats. Extra Seats = 23000-20000 = 3000 seats 10% Incentive will be given to agency for extra 3000 seats

E. Capping of the Penalty

SN	Measurement	Penalty
A. Implementation Phase		
1.	Project Deliverable	<ul style="list-style-type: none">Maximum Penalty will be INR 5,00,000/- (Five lakhs Only)Event of Default & Escalation to PEB and Bidder's Management
2.	UAT	<ul style="list-style-type: none">Maximum Penalty will be INR 1,00,000/- (One lakhs Only)Event of Default & Escalation to PEB and Bidder's Management
3.	Go Live	<ul style="list-style-type: none">Maximum Penalty will be INR 10,00,000/- (Ten lakhs Only)Event of Default & Escalation to PEB and Bidder's Management
B. Computer Based Exam Conducting Services		
1.	<ul style="list-style-type: none">Total penalties are capped up to maximum 10% of the Invoice Value except points 3,8 & 9 which are Over and above the penalty capping.Show cause Notice (SCN) will be given to IA for necessary action or Event of Default & Escalation to PEB and Bidder's Management	
C. Web Application/Software Services		
1.	Availability of System, Application Software and web Portal	Maximum Penalty will be INR 1,00,000/- (One lakh Only) per year

19.3 OPPORTUNITY OF HEARING BEFORE IMPOSITION OF PENALTY

- i. However, before imposing any penalty under clause 19.2 as above, the agency will be given an opportunity of hearing before the Director, MPPEB.

20 Third Party Audit (TPA) & Certification

PEB will undertake an exercise of Audit and Certification of the system through third Party Audit, as soon as the IA declares the completion of system implementation. Third party certification is also required for application/web portal hosting in State Data Centre. The following methodology will be adopted by the IA:

1. The system shall be audited through a CERT-in enrolled agency for security audit. This security audit is essential for application hosting in State Data Centre. Cost of security audit will be borne by IA.
2. MPPEB shall have the sole discretion to appoint a third party auditor during the agreement period to monitor the end-to-end compliance of Service level agreement with respect to following domains but not limited to:
 - Project Delivery
 - Scope of Work, Project Plan
 - Deliverable completeness, Timeliness breach
 - Potential dependencies
 - Data Security and Data Privacy
 - Data Storage, Data Retention, Data Obsolescence
 - Data Encryption, Data Access
 - People, Process & Technology
 - Governance structure of the agency, Risk Assessment
 - Review of documented Policies, Process and Procedures
 - Review of deployed Manpower compliance as per the contract
 - Legal & Regulatory Compliance
 - AADHAAR Act compliance
 - Data Privacy Act Compliance
 - Local Law Compliance
3. The IA shall cooperate with the third-party auditor by providing timely access to the audit prerequisites, aligning a dedicated point of contact, attested copies of audit related data and documents and supporting evidences for the validation purpose.
4. The agencies nominated by PEB shall establish appropriate processes for notifying the IA of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the IA to take corrective action.
5. IA shall extend all support to PEB nominated Third Party Audit Agency (TPA) for all the activities related to audit and certification.
6. All changes suggested by the audit agency shall be implemented by the IA upon acceptance and approval by the PEB.

7. Third Party Auditor will issue certificate and on the basis of the same, PEB will issue completion certificate to IA.
8. PEB may appoint third party auditor for auditing the applications/services (including Web Based application/portal, Exam Engine, Various Process of Examination, Security audit, Infrastructure Audit, Process and Control Audit, SLA Monitoring Audit and Information Security Audit).
9. Selected IA should ensure that the applications should comply with GIGW guidelines.

21 Notice of Termination

Without prejudice to any other right or remedies which the non-defaulting Party may have under this Agreement, upon the occurrence of either an IA Event of Default or a PEB Event of Default, the defaulting Party shall be liable for the breach caused and consequences thereof and the non-defaulting Party shall have the right to issue a notice expressing its intention to terminate this Agreement to the other Party ("Notice of Intention to Terminate"). Upon the issuance of a Notice of Intention to Terminate, the defaulting Party shall have the right to rectify or cure the breach within 15 days of receipt of such Notice of Intention to Terminate ("Cure Period"). If the breach is not rectified by the defaulting Party within the Cure Period, the non-defaulting Party shall have the right to terminate this Agreement by issuance of a termination notice ("Termination Notice"). Notwithstanding anything contained in the Agreement, the IA cannot exercise the right to issue Notice of Intention to Terminate after 60 days of signing this Agreement.

Save and except as otherwise provided in this Agreement and without prejudice to any other right or remedy which PEB may have in respect thereof under this Agreement, upon the occurrence of any breach by the IA under this Agreement including any Event of Default, the PEB shall be entitled to appropriate the Performance Guarantee and to terminate this Agreement by a communication in writing ("Termination Notice") of a minimum 30 days to the IA, if it has failed to cure such breach or default within the period provided for in the same notice.

22 DISPUTE AND ITS RESOLUTION

Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement and so notified in writing by either Party to the other ("Dispute") in the first instance shall be attempted to be resolved in accordance with the procedure set forth below:

Amicable Resolution

In the event of any Dispute, the parties shall make efforts to settle such dispute amicably.

Arbitration

- I. The jurisdiction of all the challenges arising out of the agreement or to its implementation shall be the district court of Bhopal and high court in Madhya Pradesh.

- II. The parties undertake to carry out any decision or award of the arbitrator ("Award") without delay. Awards relating to any dispute shall be final and binding on the parties from the date they are made.
- III. The parties agree that an Award may be enforced against the IA and the PEB, as the case may be, and their respective assets wherever situated.
- IV. Except where the dispute arises from the termination of the Agreement, this Agreement and rights and obligations of the parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

23 Property of the parties

All Confidential information disclosed pursuant to this Agreement shall be and remain the property of the Disclosing Party. Nothing in this agreement shall be construed as granting or conferring any rights whatsoever, whether expressly, impliedly or otherwise, in respect of the Confidential Information to the Receiving party, and the Confidential Information will be used only for the purposes of this Agreement.

24 GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with the Applicable Laws and the Courts in Madhya Pradesh shall have jurisdiction over all matters arising out of or relating to this Agreement.

25 SURVIVAL

Termination of this Agreement

- I. shall not relieve the IA or PEB of any obligations hereunder which expressly or by implication survives Termination hereof, and
- II. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligation or liability for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such termination.

26 ENTIRE AGREEMENT:

This Agreement, authorization letter and Scope of Work (SOW) along with its annexure constitute a complete and exclusive statement of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the PEB and executed by the person expressly authorized by a resolution of the IA in this behalf.

27 NOTICES

Any notice or other communication to be given by a Party to the other Party, under or in connection with the matters contemplated by this Agreement, shall be in writing and shall:

- I. in the case of the IA, be marked for the attention of the person set out opposite the corresponding signature below or to such other address marked for such other attention as the IA may from time to time designate by notice to the provided that notices or other communications be confirmed by sending a copy thereof by registered acknowledgement due, or by courier and/or also be sent by facsimile to the number as the IA may from time to time designate by notice to PEB; and
- II. in the case of PEB be given by letter and be addressed to the Director, PEB.
- III. Copy of all the notices shall also be sent by registered acknowledgement due.

28 SEVERABILITY

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provision shall not be subject to dispute resolution under this Agreement or otherwise.

29 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

<p>For and on behalf of the PEB by</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>_____ (Designation)</p> <p>SIGNED, SEALED AND DELIVERED</p>	<p>For and on behalf of the SPA by:</p> <p>_____ (Signature)</p> <p>_____ (Name)</p> <p>_____ (Designation)</p> <p>SIGNED, SEALED AND DELIVERED</p>
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