



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

Dated: 05/05/2025

NOTICE

Sub: Response to Pre-Bid Queries in respect of Tender for Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer Scripts (2nd Call)
Ref: CPPP Tender ID No: 2025_NBE_793328_1

The following is the response to queries received in respect to the Tender for Conduct of Hybrid Examinations (Offline) and Digital Evaluation of Answer Scripts (2nd Call):

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
Clause xl, page 16 Under Scope of work Pre- Examination work	To arrange video surveillance for the entire exam at the exam centre. a) Continuous and adequate CCTV monitoring of the entire registration process of all candidates at the exam center; b) CCTV footage shall be able to identify the name of NBEMS examination, unique test centre number, lab numbers, seat numbers utilized for conduct of NBEMS examination. c) CCTV surveillance of entry & exit points, lobbies, server room and stairways.	Recommendation for a dedicated Security Ancillary Services Agency To ensure the integrity, transparency and fairness of examinations, security measures such as CCTV surveillance, biometric authentication, and frisking must be handled with the highest level of expertise. We strongly recommend that these security services be entrusted to a single specialized security agency , separate from the examination – conducting body. Currently, the tender bundles these security functions within the scope of	There has to be single agency for conduct of exam and handling security related to the exam.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>d) Continuous, fixed & adequate CCTV examination. The CCTV recordings should be reasonably of good quality and view (s) that peeping and other unfair activities by any candidate or site staff inside the exam hall should be clearly visible.</p> <p>e) Provide CCTV recordings of specific candidates whenever required.</p> <p>f) Capability to provide live feed of test Centre CCTV footage at Command Centre on optional basis, if NBEMS requires the live feed.</p>	<p>the examination agency. However, this approach raises concerns regarding. conflict of interest, lack of independent oversight and operational inefficiencies Below is detailed justification for the need to engage a dedication security ancillary services agency.</p> <p>Need for an independent Security Agency: Separating CCTV services from the exam conducting agency ensures unbiased monitoring, tamper proof footage storage, and real-time risk escalation without interference. A dedicated security agency will have expertise in surveillance compliance, real-time tracking and secure data handling.</p>	
<p>Clause iv) b) Page 22 under scope of Work post examination work</p>	<p>CCTV analysis for peeping and cheating impersonation, appearing with different identity in different examination, audit log analysis to identify aberrations/ anomalies analysis as may be required by NBEMS etc.</p>	<p>Ensuring Data Integrity & Compliance: A specialized CCTV agency guarantees tamper-proof storage, high resolution footage, and compliance with data protection regulations while preventing loss or manipulation of evidence.</p>	<p>There has to be single agency for conduct of exam and handling security related to the exam.</p>
<p>Clause iv, page 24</p>	<p>Continuous CCTV surveillance with footage to be provided to NBEMS in external hard drives.</p>	<p>Requirement for Trained Security Personnel: Frisking should be conducted by a professional security agency trained in handling high volume candidate movement, gender sensitive searches, and detecting</p>	<p>There has to be single agency for conduct of exam and handling security related to the exam.</p>
<p>Clause li, page 18</p>	<p>Proper security and frisking (body pat and hand held metal Detector) at examination centres.</p>		<p>There has to be single agency for conduct of exam and handling security related to the exam.</p>
<p>Clause iii, page 24</p>	<p>Biometric, Iris, and Face ID capture and verification for 100% candidate.</p>		<p>There has to be single agency for conduct of exam</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>prohibited items while adhering to legal security protocols.</p> <p>Compliance with Biometric Data Regulations: Handling sensitive biometric data requires specialized equipment, secure storage solutions, and compliance with regulatory standards to minimize the risk of data breaches and unauthorized access.</p>	and handling security related to the exam.
Page No. 30 Sl. No. 9.	The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN Based Digital Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.	The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN Based Digital Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 50000 Answer scripts in a year.	There has to be single agency for conduct of exam and handling security related to the exam.
45 / 1.1.2	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/Operations) =100 – 200 : 1 Marks =201 – 500 : 3 Marks >500 : 5 Marks	Overall regular staff strength (Project Management/ Development/ Quality Assurance /Implementation/Operations) =100 – 200 : 1 Marks =201 – 300 : 3 Marks >300 : 5 Marks	There has to be single agency for conduct of exam and handling security related to the exam.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
46/1.2.1	CMMi level Development CMMi level 3 Development : 2 Marks CMMi level 4 Development : 5 Marks CMMi level 5 Development : 10 Marks	CMMi level Dev/Service CMMi level 3 Dev/Service : 3 Marks CMMi level 5 Dev/Service : 5 Marks	There has to be single agency for conduct of exam and handling security related to the exam.
46/1.2.2	CMMi level Service CMMi level 3 Service : 2 Marks CMMi level 4 Service : 5 Marks CMMi level 5 Service : 10 Marks	We request the removal of the following clause, as the requirement for CMMi Level certification—whether for Services or Development—has already been sufficiently addressed.	There has to be single agency for conduct of exam and handling security related to the exam.
47/1.5.2	Primary Data Center with Secondary DC site to be managed by the bidder for data Security 'Tier III/IV DC infrastructure with Secondary DC outsourced by the bidder. – 2 Marks 'Tier III/IV DC infrastructure with Secondary DC owned by the bidder – 5 Marks Tier III/IV DC infrastructure with Secondary DC owned by the bidder with Cert-in Certified infrastructure – 10 Marks	Primary Data Center with Secondary DC site to be managed by the bidder for data Security 'Tier III DC infrastructure with Secondary DC outsourced by the bidder. – 2 Marks 'Tier III DC infrastructure with Secondary DC owned by the bidder – 5 Marks Tier IV DC infrastructure with Secondary DC owned/outsourced by the bidder with Cert-in Certified infrastructure – 10 Marks	There has to be single agency for conduct of exam and handling security related to the exam.
New	-	Net Worth of the Bidder during last Three Year (FY 21-22, FY22-23 and FY23-24) = 50 – 100 Crore : 1 Marks = 101 – 200 Crore : 3 Marks >200 Crore : 5 Marks	No change.
New	-	Profitability of the bidder during the last Three Year (FY 21-22, FY22-23 and FY23-24) Profitable in any One Year : 1 Marks Profitable in any Two Year : 3 Marks Profitable in all Three Year : 5 Marks	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
New	-	Experience of Conducting CBT/IBT < 10 Year : 1 Marks 10-15 Year : 3 Marks >15 Year : 5 Marks	No change.
Section 1. IT Competencies: a) For online submission of application forms; Point v) Pg. No. 6	The Service Provider should provide all necessary support with regard to the installation and maintenance of active email services as required for NBEMS. The service provider has to provide the website integrated applications for mass e-mailing and bulk SMSs including customized SMSs, as per the requirement of each examination. The service provider shall get the contents of SMSs white-listed with TRAI as per prescribed regulations. SMS are to be sent for all important steps of application submission processes and subsequently on issuance of deficiencies, admit cards, score cards etc. SMS may also be required to convey reporting slot on test day and various other advisories. In addition, considering some exigencies, SMS may be issued to apprise the applicants of relevant and timely information.	Request NBEMS to provide No of SMS that are required to be sent for each exam. SMSs are sent at the following stages: <ul style="list-style-type: none"> • Intimation of Application Registration • Intimation of Application Form Submission • Intimation of Admit Card Go – Live • Intimation of QPHTML Go – Live • Intimation of Score Card Go – Live The content of SMSs to be whitelisted with TRAI as per prescribed regulations should be NBEMS responsibility. Any other requirement will need to be discussed and mutually agreed.	No change.
Section 1. IT Competencies: b) Website maintenance and support; Point (iv)	The online application form should have an in-built intelligence to allow/verify upload of images (such as photograph, signatures and thumb impressions) as per prescribed	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed	The image upload instructions are finalized in consultation with the vendor, as per the need of the examinations.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
Pg. No. 7	guidelines only. Copy of extant guidelines is attached as Annexure X. Please note that these guidelines are for ready reference only and same may be updated as per the requirement of the examinations.	and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable.	
Section 1. IT Competencies: b) Website maintenance and support; Point (vii) Pg. No. 7	Technical Queries/Grievances handling – the issues related to the online submission of application raised by the candidates should be immediately attended to and appropriate solutions to be incorporated in website immediately, after obtaining the approval of NBEMS.	As part of HelpDesk support to candidates, Toll Numbers are provided on 9x6 (Mon – Sat) basis 9 AM – 6 PM only.	The helpdesk support will be from 9.30 AM to 6.00 PM on all days except Sundays and Gazetted holidays
II. Scope of Work a) Pre-Examination Work; Point vi) Pg. No. 10	The online application form should have an in-built intelligence to allow/verify upload of images (such as photograph, signatures and thumb impressions) as per prescribed guidelines only. Copy of extant guidelines is attached as Annexure X. Please note that these guidelines are or ready reference only and same may be updated as per requirement of the examinations. Integration with convenient online payment gateway, payment reconciliation and processing for refund of fee for multiple/failed payments wherever required.	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable	The image upload instructions are finalized in consultation with the vendor, as per the need of the examinations.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
II: Scope of Work; a) Pre-Examination Work; Point ix Pg. No.11	Checking of photographs/signature/ thumb impression uploaded by each registered candidate against the guidelines prescribed by NBEMS and submit a report of images which are not in line with the said guidelines.	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase. Please confirm if this is acceptable	The image upload instructions are finalized in consultation with the vendor, as per the need of the examinations.
II: Scope of Work; a) Pre-Examination Work; Point x Pg. No.11	Validation of the Application forms according to the eligibility criteria and corrections should be carried out online. Application form needs to be customized with suitable validations as may be required to meet the eligibility criteria prescribed for respective examination.	Application scrutiny should be NBEMS responsibility due to the manual and subjective nature of the task from which eligible candidates will be known. However, we can build in validations in the application form fields as instructed by NBEMS.	Eligibility of applications forms is done by NBEMS.
II: Scope of Work; a) Pre-Examination Work; Point xiv Pg. No.12	Technical Queries/Grievances handling through phone and e-mail should be dealt by the Bidder from 09:30 am to 06:00 pm on all days. Language of Helpdesk shall be English and Hindi. Helpdesk number shall be a single Toll-Free Number to be used for all examinations of NBEMS. There shall be a help desk portal as well integrated with each application form.	As part of HelpDesk support to candidates, Toll Numbers are provided on 9x6 (Mon – Sat) basis 9 AM – 6 PM in English and Hindi language only. Hence, we suggest modifying this clause as: Technical Queries/Grievances handling through phone and e-mail should be dealt by the Bidder from 09:30 am to 06:00 pm on all days <u>from Monday to Saturday</u> . Language of Helpdesk shall be English and Hindi. Helpdesk number shall be a single Toll-Free Number to be used for all examinations of NBEMS. There shall be a help desk portal as well integrated	The helpdesk support will be from 9.30 AM to 6.00 PM on all days except Sundays and Gazetted holidays

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		with each application form.	
II Scope of work; a) Pre-Examination Work; Point xxiii Pg. No.13	To provide verified and reviewed images (photographs, signatures, thumb impressions etc.) of candidates during and/or completion of application registration window. The images uploaded by the candidates in application form are in line with the NBEMS image upload guidelines. All images to be reviewed and images found not in line with the guidelines to be flagged for further review by NBEMS	Instructions / guidelines in Annexure X are more from a candidate perspective and some of them are subjective as well. It is advisable that complete Annexure X is discussed and mutually agreed at the time of application form development requirement gathering phase Please confirm if this is acceptable	No changes.
II Scope of work; a) Pre-Examination Work; Point xxxix Pg. No.16	The configuration of computer systems to be used for conduct of examination shall not be below the minimum specification mentioned herein below: <ul style="list-style-type: none"> • Monitor: Size 19 inch; Resolution 1920x1080 • Processor: INTEL I3 • RAM: 8GB 	We suggest NBEMS to modify this clause as: The configuration of computer systems to be used for conduct of examination shall not be below the minimum specification mentioned herein below: <ul style="list-style-type: none"> • Monitor: Size 19<u>15</u> inch; Resolution 1024<u>1920</u>x768<u>1080</u> • Processor: INTEL I3 <u>Dual Core 1.5 GHZ</u> • RAM: 8<u>28</u>GB 	Monitor size of 15 inch is accepted, no changes in rest of the specifications.
II Scope of work; a) Pre-Examination Work; Point xl; Sub Point e Pg. No. 16	Provide CCTV recordings of specific candidates whenever required.	We suggest NBEMS to modify this clause as: Provide CCTV recordings of specific candidates whenever required <u>after the completion of the examinations within 45 days.</u>	Provide CCTV records of specific candidates after the completion of the examinations and till the time period the records are to be submitted to the User Section, NBEMS

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
			<i>i.e. 3 weeks from the date of conduct of exam.</i>
II Scope of work; a Pre Examination Work; Point xlv Pg. No. 17	To ensure 3 tier electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for at least the number of hours of examinations to be conducted at each Test Centre.	We suggest NBEMS to modify this clause as: <u>To ensure 3 tier electric power supply availability and power backup through Uninterrupted Power Supply (UPS) and Generator for at least the number of hours of examinations to be conducted at each Test Centre. Bidder should ensure that uninterrupted power supply is available during the exam. Every center will have UPS/Generator to provide power backup in the case of a power failure.</u>	No change.
II Scope of work; a Pre-Examination Work; Point xlvii Pg. No. 17	To ensure that sufficient no. of Air conditioners should be available in the examination lab during summer and rainy seasons and they should be working properly during the examination. Rooms heaters shall be provided in test centres located in hilly areas in winter seasons.	We suggest NBEMS to modify this clause as: To ensure that sufficient no. of <u>Fans/Air Coolers or</u> Air conditioners should be available in the examination lab during summer and rainy seasons and they should be working properly during the examination. Rooms heaters shall be provided in test centers located in hilly areas in winter seasons.	To ensure that sufficient no. of Fans/Air Coolers or Air conditioners should be available in the examination lab during summer and rainy seasons and they should be working properly during the examination. Rooms heaters shall be provided in test centers located in hilly areas in winter seasons.
II Scope of work; a Pre-Examination Work; Point lvi Pg. No. 18	The Examination Centre must have facilities for installing signal silencers/jammers, Video surveillance etc. It would be desirable to have facilities for	We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centers as per the applicable	Jammer services are beyond the scope of vendor.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	keeping the belongings of candidates in Examination Centre.	<p>government rules and regulations and deploy required manpower for operating Jammers Set-up.</p> <p>Jammer vendors should ensure that no neighboring buildings and business are affected by jammers.</p> <p>Jammers should be able to handle up to 5G networks within the exam center.</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	
II Scope of work; a Pre Examination Work; Point Ivi Pg. No. 18	It would be desirable to have facilities for keeping belongings of candidates in Examination Centre.***	We suggest discouraging candidates from carrying any personal belongings to the venue, as it represents the security risk. The same will be communicated to candidates through e-call letters/ movement order	It would be desirable to have facilities for keeping belongings of candidates in Examination Centre, at the risk of the candidate.
II Scope of work; a Pre Examination Work; Point IXiii Pg. No. 19	The test centers should largely meet the minimum quality standards as defined by NBEMS. The infrastructure at test centers shall meet the minimum technical specifications and quality standards as may be prescribed by NBEMS detailed in this document at places.	We request NBEMS to share the minimum quality standards.	No change.
II Scope of work; b Conduct of Hybrid Examinations; Point vii	To provide Hardware and Software required for Biometric and Face ID capture/verification of all candidates at the time of registration. The	For Aadhaar based biometric / authentication of the candidates ASA-AUA is to be obtained by NBEMS.	Aadhar verification will be implemented after obtaining necessary clearances from the concerned authorities.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
Pg. No. 20	registration software shall be able to initiate the Aadhaar Authentication Process of the candidate against the UIDAI Aadhaar database. The applicable Govt. guidelines shall be complied with. The bidder should be able to provide technical support in Aadhaar based verification of the identity of applicants for an examination.		
II Scope of work; b Conduct of Hybrid Examinations; Point xiv Pg. No. 21	To arrange Video Surveillance at all examination centres as mentioned above. Video Surveillance with recordings have to be submitted after completion of exam in suitable format in Hard Disk Drive after appropriate mapping of each candidate, not later than 3 weeks of conduct of the examination.	We suggest NBEMS to modify this clause as: To arrange Video Surveillance at all examination centres as mentioned above. Video Surveillance with recordings have to be submitted after completion of exam in suitable format in Hard Disk Drive after appropriate mapping of each candidate, not later than 3 weeks of conduct of the examination.	No change.
II Scope of work; b. Conduct of Hybrid Examinations; Point xvi Pg. No. 21	The Examination Centre must have facilities for Installing signal silencers/ jammers, Video surveillance etc.	We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centers as per the applicable government rules and regulations and deploy required manpower for operating Jammers Set-up. Jammer vendors should ensure that no neighboring buildings and business are affected by jammers.	Installation of jammers will be done by separate agencies.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>Jammers should be able to handle up to 5G networks within the exam centre.</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	
<p>II Scope of work; b Conduct of Hybrid Examinations; Point xvi</p> <p>Pg. No. 21</p>	<p>It would be desirable to have facilities for keeping belongings of candidates in Examination Centre</p>	<p>We suggest discouraging candidates from carrying any personal belongings to the venue, as it represents the security risk. The same will be communicated to candidates through e-call letters/ movement order.</p>	<p>It would be desirable to have facilities for keeping belongings of candidates in Examination Centre, at the risk of the candidate.</p>
<p>II Scope of work; b Conduct of Hybrid Examinations; Point xx</p> <p>Pg. No. 21</p>	<p>Registration data of candidates and their during exam digital attendance along with scanned copies of manual attendance sheets, various proformas to be signed on the day of examination should be sent back to the central Server (Datacenter) from the server of an exam centre within four hours from the conclusion of examination.</p>	<p>Transfer of examination data from local server to central server for shift ending 6 PM is done the very same day. Shift ending post 6 PM data can be shared the next day.</p> <p>It is advisable that the timelines are discussed and mutually agreed between bidder and NBEMS.</p> <p>Activity usually takes 3-4 hours</p>	<p>No change.</p>
<p>II Scope of work; C Post Examination Work; Point ii</p> <p>Pg. No. 22</p>	<p>To collect and consolidate all types of data generated during examination (including log files of servers and firewalls used) and have to preserve at least for a period of 3 years in multiple geographical locations, after expiry of the contract.</p>	<p>On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by us to NBEMS, all NBEMS Data including Personal Data would be due for deletion.</p> <p>In essence, NBEMS Data may be</p>	<p>On contract expiry, or contract termination, or non-renewal of this contract, or any break in Services provided by Vendor to NBEMS, all NBEMS Data including Personal Data would be</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise.</p> <p>We would provide NBEMS thirty (30) days from a break in Services during the contract term itself, to enable the NBEMS to download their data using data export, reports, and data download features available in TCS Application Systems; after thirty (30) days NBEMS Data would be due for deletion.</p>	<p>due for deletion.</p> <p>NBEMS Data to be retained only as long as Services continue under a valid contract. In case of such a break in Services, Personal Data too would be due for deletion irrespective of its purpose being served or otherwise.</p> <p>Vendor will provide NBEMS thirty (30) days from a break in Services during the contract term itself, to enable the NBEMS to download their data using data export, reports, and data download features available in Vendor Application Systems; after thirty (30) days NBEMS Data would be due for deletion.</p>
<p>II Scope of work; C Post Examination Work; Point iv; sub point b</p> <p>Pg. No. 22</p>	<p>To provide forensic analysis report regarding proxy candidates, unfair means report etc. utilizing data generated across all examinations to be conducted by the agency. Forensic Analysis Reports to be provided after conduct of each examination for any possible use of any unfair means by candidates in</p>	<p>This forensic analysis report is not available in our solution currently. However, we can provide Face Comparison and Biometric Analysis report for the exam conducted as part of the analysis.</p> <p>Please confirm if this is acceptable.</p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	terms of NBEMS Unfair means guidelines. Analysis should identify cases, including but not limited to, CCTV analysis for Peeping and Cheating, impersonation, appearing with different identity in different examination, audit log analysis to identify aberrations/ anomalies, analysis as may be required by NBEMS etc.		
II Scope of work; C Post Examination Work; Point v; Pg. No. 22	To provide following data and documents related to conduct of examinations at test centres within 3 weeks of conduct of examination:	We suggest NBEMS to modify this clause as: To provide following data and documents related to conduct of examinations at test centres within <u>45 days</u> 3 weeks of conduct of examination:	No change.
II Scope of work; C Post Examination Work; Point iv; sub point Pg. No. 23	Forensic analysis of use of unfair means in the examination based on various parameters including but not limited to physical verification, CCTV footage captured, biometric captured during instant examination vis-à-vis captured previously in other NBEMS examinations, if any, face comparison report etc.	We can only provide Face Comparison and Biometric Analysis report for the conducted exam as part of the analysis. The below Facial and Biometric Comparison report can be provisioned: <ul style="list-style-type: none"> • Application Captured Image Vs Uploaded Image • Application Vs Exam Day Registration • Exam Day Registration Vs During Exam • Exam Day Registration Vs Bio Break Please confirm if this is acceptable.	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
III Exam Security; Point No v Pg. No. 24	Provision of deployment of mobile phone jammers at each Centre by Agency engaged by NBEMS.	<p>We understand that NBEMS will have vendors for supply, installation of Jammers with required infrastructure, and electrical arrangements at the test centres as per the applicable government rules and regulations and deploy required manpower for operating Jammers Set-up.</p> <p>Jammer vendors should ensure that no neighbouring buildings and business are affected by jammers.</p> <p>Jammers should be able to handle up to 5G networks within the exam centre</p> <p>Selected bidder should not be held accountable for any deficiency in this part.</p>	Installation of jammers will be done by separate agencies.
VI Digital Evaluation of answer scripts; Point I; Sub Point 47 Pg. No. 28	Digital answer script(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement shall be shared as weblink as well as PDF format.	<p>We can create HTML link with all annotations. Printing will be done by candidate or NBEMS.</p> <p>Please confirm if this is acceptable.</p>	Digital answer script(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement shall be shared as weblink/PDF format.
C Eligibility Criteria: Point No 9: Pg. No. 30	The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN Based Digital Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic	<p>We suggest NBEMS to modify this clause as:</p> <p>The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN/ <u>Internet</u> Based Digital</p>	The bidder must have successfully executed Digital Evaluation Projects (Scanning and Digitizing of the pages of Answer scripts, preparation for LAN/ Internet Based Digital Evaluation, organizing Evaluation

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.	Evaluation, organizing Evaluation Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.	Centre, Training of Evaluators and Supervisors/ reviewers, Dynamic allocation of digitized Answer scripts to Evaluators, Providing the tabulated marks to the customer in soft copy format) in India for Govt. Central or State University/ School Boards/ Public service Commission, of not less than 1.5 Lacs Answer scripts in a year.
C Eligibility Criteria: Point No 10: Details of Clientele: Pg. No. 31	Full details of past and current clientele along with their Names and addresses, Value of Contract and supporting documents to be submitted along with the Technical Bid.	Due to confidentiality agreement signed with our clients we cannot share the details as required. Specific reference can be given post selection for NBEMS to directly validate.	Full details of past and current clientele along with their Names and addresses and supporting documents to be submitted along with the Technical Bid.
C Eligibility Criteria: Point No 16: Blacklisting Pg. No. 31	Bidder should not have been blacklisted by any of the Government/ PSU/ Corporate organizations. An Undertaking in this regard must be submitted by the Bidder.	We suggest NBEMS to modify this clause as: Bidder should not have been blacklisted by any of the Government/ PSU/ Corporate organizations <u>as on bid submission date</u> . An Undertaking in this regard must be submitted by the Bidder.	Bidder should not have been blacklisted by any of the Government/ PSU/ Corporate organizations as on bid submission date. An Undertaking in this regard must be submitted by the Bidder.
III. Modification in Scope of Work Pg. No. 33	NBEMS, at any time, during the period of the contract may increase/decrease the scope of work. In such a case, the Bidder	We suggest NBEMS to modify the clause as: NBEMS, at any time, during the	NBEMS, at any time, during the period of the contract may increase/decrease the quantity. In such a case, the

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	shall perform the service in the increased/decreased quantity at the same contracted rates on pro-rata basis, within the time stipulated.	period of the contract may increase/decrease the scope of work <u>quantity</u> . In such a case, the Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on pro-rata basis, within the time stipulated.	Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on <i>pro-rata</i> basis, within the time stipulated.
IV. Subletting of the Contract Pg. No. 33	No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBEMS nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder.	Some part of scope of work activities will be subcontracted to third party vendors (E.g. Manpower, Security, Invigilators, Support Staff etc.) The process of seeking consent to be discussed and mutually agreed between NBEMS and Bidder.	No change.
XI Time Frame Pg. No. 35	The successful bidder would be required to make the system up and operational within a period of 3 Weeks from Award of Contract.	Our Assessment Product is leveraged by all the customers across the board. The system is up and operational at all the given point of time. With respect to Delivery/ Conduct of CBT for NBEMS the complete requirement gathering will take place as university of the initial project kick off meeting. Any system or operational requirements will be discussed and mutually agreed. A typical lifecycle of Assessment Project varies anywhere between 90-120 days.	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
E. Instructions to the Bidder Pg. No. 51	The name and signature of bidder's authorized person should appear on each page of the application	It is logically difficult for our authorized signatory to sign all the pages of the bid document. Hence, as an organizational process, we sign the document using digital signature of authorized signatory for security and ease of operations. The digital signatures are affixed on the last page of the Bid response document along with digital signature on all the annexures and declarations which makes it non- editable. Request NBEMS to accept the same in place of signature.	The name and signature or digital signature of bidder's authorized person should appear on each page of the application.
ANNEXURE- FINANCIAL INFORMATION Pg. No. 52	i) Gross annual turnover similar works.	We request NBEMS to modify the clause as: i) Gross annual turnover <u>from Computer based examination services similar works.</u>	Gross annual turnover from Computer based examination services.
ANNEXURE- II: PART 2 – Details of No. of Employees Pg. No. 54	Entire Table	Part II – Details of No. of Employees Table is similar to Annexure IV details of Technical and Administrative Personnel to be employed for work. We suggest deletion of Part II – Details of No. of Employees	No change.
Additional	-	We request you to extend the submission date by 10 working days post publishing pre-bid queries clarifications.	
Additional	-	All terms and conditions should be discussed and mutually agreed between Bidder and NBEMS at the time of contract.	Legal Agreement will be signed in consonance with Tender Document and after mutual discussion, at

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
<p>D. General Terms and Conditions (GTC); I. Awarding of the Contract; Point 4</p> <p>Pg. No. 32</p>	<p>Successful Bidders shall have to separately enter into an Agreement on the prescribed form on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security /Security Deposit of requisite amount within 15 days from the date of issuance of 'Notice of Award of Contract'. In case of failure to do so, the NBEMS shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.</p>	<p>Successful Bidders shall have to separately enter into an Agreement on the prescribed form <u>mutually agreed terms and conditions</u> on a non-judicial Stamp Paper of Rs. 100/- and furnish a Performance Security/Security Deposit of requisite amount within 30 <u>45</u> days from the date of <u>signing the contract</u> issuance of 'Notice of Award of Contract'. In case of failure to do so, the NBEMS shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.</p>	<p>the time of signing the contract.</p> <p>No change.</p>
<p>D. General Terms and Conditions (GTC); II EMD and Performance Security/ Security Deposit; Point 2, 6-8</p> <p>Pg. No. 32</p>	<p>Successful Bidder who are awarded the contract, shall have to deposit a Performance Security @ 3% of the total value of the contract in the form of Demand Draft/ Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of 'National Board of Examinations in Medical Sciences, New Delhi' covering the period of contract and 60 days beyond the date of completion.</p>	<p>2. Successful Bidder who are awarded the contract, shall have to deposit a Performance Security @ 3% of the total value of the contract in the form of Demand Draft/Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of 'National Board of Examinations in Medical Sciences, New Delhi' covering the period of contract and 60 days beyond the date of completion. <u>After deposit of Performance Security, NBEMS shall return the EMD to the successful Bidder.</u></p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>6. If the successful bidder withdraws after the Award of Contract, or violates any of the clauses of the contract, the Performance Security along with Earnest Money would be liable to be forfeited and the Bidder shall be debarred from further tendering at the discretion of the competent authority in NBEMS.</p> <p>7. NBEMS shall invoke the Performance Security in case the selected Vendor fails to discharge the contractual obligations during the period or NBEMS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed Terms & Conditions.</p> <p>On successful completion of the contract period, the Performance Security/ Security Deposit shall be returned to the Bidder, subject to there being no claims pending.</p>	<p>6. If the successful bidder withdraws after the Award of Contract, or violates any of the clauses of the contract, the Performance Security along with Earnest Money would be liable to be forfeited and the Bidder shall be debarred from further tendering at the discretion of the competent authority in NBEMS.</p> <p>7. NBEMS shall invoke the Performance Security in case the selected Vendor fails to discharge the contractual obligations during the period or NBEMS incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed Terms & Conditions <u>provided the failure is for the reasons solely and directly attributable to the Vendor.</u></p> <p>8. On successful completion of the contract period, the Performance Security/ Security Deposit shall be returned to the Bidder. , subject to there being no claims pending.</p>	
D. General Terms and Conditions (GTC); III Modification in Scope of Work	NBEMS, at any time, during the period of the contract may increase/decrease the scope of work. In such a case, the Bidder shall perform the service in the	NBEMS, at any time, during the period of the contract may increase/decrease the scope of work. In such a case, the Bidder shall	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
Pg. No. 33	increased/decreased quantity at the same contracted rates on pro-rata basis, within the time stipulated.	perform the service in the increased/decreased quantity at the same contracted rates on pro-rata basis, within the <u>extended time stipulated as agreed by the parties for increase scope of work.</u>	
D. General Terms and Conditions (GTC); IV Subletting of the Contract Pg. No. 33	No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBEMS nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Bidder from any liability or any obligation under the contract.	No part of the Contract shall be sublet or assigned to any third party without the prior written permission of NBEMS <u>which permission shall not be reasonably withheld or delayed by NBEMS</u> nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Bidder from any liability or any obligation under the contract.	No change.
D. General Terms and Conditions (GTC); IV Confidentiality Pg. No. 34	1. The Bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information of the NBEMS or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the NBEMS. The obligation is not limited to any	1. The Bidder shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information of the NBEMS or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the NBEMS. The obligation is not limited to any scope	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>scope and the Bidder shall be held responsible in case of breach of the confidentiality of NBEMS's information.</p> <p>2. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.</p> <p>3. If the Bidder receives enquiries from Press / News / Media/ Radio/ TV or other bodies / persons, the same shall be referred by the Bidder to NBEMS immediately on receipt of such queries.</p>	<p>and the Bidder shall be held responsible in case of breach of the confidentiality of NBEMS's information.</p> <p>2. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.</p> <p>3. If the Bidder receives enquiries from Press / News / Media/ Radio/ TV or other bodies / persons, the same shall be referred by the Bidder to NBEMS immediately on receipt of such queries.</p> <p><u>NBEMS shall also protect the Confidential information shared by the Bidder.</u></p> <p><u>Every piece of Confidential information should be designated or marked as 'confidential' by NBEMS at the time of disclosure of such information to the Bidder or where disclosed orally being confirmed in writing by NBE within five days of such oral disclosure.</u></p> <p><u>This restriction does not limit the right to use information contained in the data if it:</u></p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p><u>a. Is obtained from another source without restriction.</u></p> <p><u>b. Is in the possession of, or was known to, the receiving party prior to its receipt, without an obligation to maintain confidentiality;</u></p> <p><u>c. Becomes generally known to the public without violation of this Proposal;</u></p> <p><u>d. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;</u></p> <p><u>e. is required to be provided under any law, or process of law duly executed.</u></p> <p><u>The obligation of the Bidder to maintain the confidentiality of the Confidential Information shall survive for a period of 2 years after the expiry or termination of the Agreement.</u></p>	
<p>D. General Terms and Conditions (GTC); VI Payment Procedure</p> <p>Pg. No. 34</p>	<p>Payment for the services shall be made in Indian Rupees on completion of entire work as per the schedule, without any errors, the bidder shall submit a pre-receipted bill along with the supporting</p>	<p>Payment for the services shall be made in Indian Rupees on completion of entire work as per the schedule, without any errors, the bidder shall submit a pre-receipted bill along with</p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	documents. No advance payment shall be made. TDS/Cess at applicable rates will be deducted as per norms.	<p>the supporting documents. No advance payment shall be made. TDS/Cess at applicable rates will be deducted as per norms.</p> <p><u>All amounts payable to BIDDER/BIDDER are exclusive of any Taxes. NBEMS will pay invoices within a period of 30 days from the date of receipt of undisputed invoices. All payments due for more than thirty (30) days will attract an interest at the rate of 1.5% percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by NBEMS and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by NBEMS</u></p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
<p>D. General Terms and Conditions (GTC); XIII Processing Norms</p> <p>Pg. No. 35</p>	<p>The NBEMS owns the candidate data and the successful Bidder shall only be a Processor/ Service Provider. NBEMS and the vendor acknowledge and agree that the provision of Services under this Tender may require the vendor to interact with NBEMS and suppliers of NBEMS relating to the Services as special agent for and on behalf of NBEMS and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided by NBEMS and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor's compliance with the Processing Norms. NBEMS agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but not</p>	<p>The NBEMS owns the candidate data and the successful Bidder shall only be a Processor/ Service Provider. NBEMS and the vendor acknowledge and agree that the provision of Services under this Tender may require the vendor to interact with NBEMS and suppliers of NBEMS relating to the Services as special agent for and on behalf of NBEMS and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided <u>and / or validated and / or accepted</u> by NBEMS and agreed by the Parties. The vendor shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the selected bidder shall incur no liability for claims, loss or damages arising as a result of vendor's compliance with the Processing Norms. NBEMS agrees to indemnify, defend and hold vendor and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions, damages, liabilities, costs and expenses, including but</p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder' compliance with Processing Norms. Further, NBEMS shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.</p>	<p>not limited to reasonable attorney's fees and expenses, arising out of or resulting from the selected bidder' compliance with Processing Norms. Further, NBEMS shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.</p> <p><u>It is agreed between the parties that the NBEMS shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and Vendor will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. NBEMS shall indemnify and keep Vendor indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event Vendor is</u></p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p><u>exposed to any such investigation, enquiry or any similar proceedings.</u></p>	
<p>D. General Terms and Conditions (GTC); XVI Liquidated Damages/ Penalty Pg. No. 37</p>	<p>1. If any of the stages specified, are either not completed or not completed satisfactorily as per the approved time schedule, forming part of the Agreement due to reasons solely and entirely attributable to BIDDER and not in any way attributable to NBEMS, a penalty of:</p> <p>a) 1.0% of the Exam Value of that particular exam of the delayed stage of the item, per day (subject to maximum 20%) may be imposed and accordingly the time for the next stage be reduced by the NBEMS, to account for the delay, after adequate opportunity is given to the BIDDER to represent itself.</p> <p>b) If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. NBEMS may rescind this part of the contract and shall be free to get it done from any other agency at the cost of BIDDER.</p>	<p>1. If any of the stages specified, are either not completed or not completed satisfactorily as per the approved time schedule, forming part of the Agreement due to reasons solely and entirely attributable to BIDDER and not in any way attributable to NBEMS, a penalty of:</p> <p>a) <u>0.5</u> 4.0% of the Exam Value of that particular exam of the delayed stage of the item, per <u>weekday</u> (subject to maximum <u>20</u>5%) may be imposed and accordingly the time for the next stage be reduced by the NBEMS, to account for the delay, after adequate opportunity is given to the BIDDER to represent itself.</p> <p>b) If the delay adversely affects conduct of examination the security deposit/ performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract. NBEMS may rescind this part of the contract and shall be free to get it done from any other agency at the cost of BIDDER <u>its</u></p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>2. BIDDER hereby acknowledges and agrees that:</p> <p>a) the assessment of the charges as penalties provided under this Clause is reasonable;</p> <p>b) the payment of charges as penalties under this Clause by BIDDER are compensation only for the failure to perform the relevant obligation, and are a genuine per-estimate of the damages suffered by NBEMS for the failure to perform the concerned obligation by BIDDER; and</p> <p>c) even if BIDDER has failed to perform an obligation under this Agreement and charges as penalties have been claimed under this Clause, BIDDER is not relieved from the requirement to perform its obligation either then or on subsequent occasions.</p>	<p><u>own costs.</u></p> <p>2. BIDDER hereby acknowledges and agrees that:</p> <p>a) the assessment of the charges as penalties provided under this Clause is reasonable;</p> <p>b) the payment of charges as penalties under this Clause by BIDDER are compensation only for the failure to perform the relevant obligation, and are a genuine per-estimate of the damages suffered by NBEMS for the failure to perform the concerned obligation by BIDDER; and</p> <p>c) even if BIDDER has failed to perform an obligation under this Agreement and charges as penalties have been claimed under this Clause, BIDDER is not relieved from the requirement to perform its obligation either then or on subsequent occasions.</p> <p><u>The overall Penalties and Damages under all the provisions of the Contract shall not exceed 5% of the Exam Value.</u></p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
<p>D. General Terms and Conditions (GTC);XVII Termination</p> <p>Pg. No. 37</p>	<p>The Agreement under this tender can be terminated by the NBEMS, by giving One Month notice at any time without assigning any reason.</p>	<p>1. The Agreement under this tender can be terminated by the NBEMS, by giving One Month notice at any time without assigning any reason.</p> <p><u>In such case, NBEMS shall pay the following amounts to the vendor:</u></p> <p><u>a) The Contract Price, properly attributable to the parts of the system/project executed by the Vendor as of the date of termination including also the work in progress, up to the date of termination. The term “work in progress” shall include but not limited to the value of deliverables meant for delivery to NBEMS (i) for which service delivery process was initiated by the Vendor or its sub contractor prior to the date of notice of termination of Contract; or (ii) order was placed by the Vendor on its subcontractors , prior to the date of notice of termination.</u></p> <p><u>b) The cost of satisfying all other obligations, commitments and claims that the Vendor may in good faith have undertaken with third parties in connection with the contract.</u></p> <p><u>c) The cost of all the material, hardware, equipments, and</u></p>	<p>No change.</p>

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>2. The bidder is also at liberty to terminate the contract by serving atleast Three-month notice.</p> <p>3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBEMS's operations.</p> <p>4. The Contract may be terminated forthwith by the NBEMS by giving written notice to the Bidder, if:</p> <p>(a) Bidder does not provide Services satisfactorily as per the requirements of NBEMS and/or as per Schedule of Requirements.</p> <p>(b) Bidder goes bankrupt and becomes insolvent.</p> <p>In case of breach of any of the Terms and Conditions of Contract, the Competent Authority in NBEMS shall have absolute rights to cancel Contract without assigning any</p>	<p><u>manpower etc, purchased and/or employed by the Vendor for performing its obligations under the Contract.</u></p> <p><u>d) The cost of meeting any other obligations towards NBEMS due to such termination.</u></p> <p>2. The bidder is also at liberty to terminate the contract by serving atleast Three-month notice.</p> <p>3. On termination of contract, the Bidder shall take necessary steps to withdraw services in a smooth and orderly manner without hampering NBEMS's operations.</p> <p>4. The Contract may be terminated forthwith by the NBEMS by giving written notice to the Bidder, if:</p> <p>(a) Bidder does not provide Services satisfactorily as per the requirements of NBEMS and/or as per Schedule of Requirements.</p> <p>(b) Bidder goes bankrupt and becomes insolvent.</p> <p>In case of breach of any of the <u>material</u> Terms and Conditions of Contract, the Competent Authority in NBEMS shall have absolute rights to cancel Contract <u>provided the breach is for the</u></p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>reason thereof;</p> <p>d) In such an event, nothing shall be payable to the Bidder and the Performance Security/ Security Deposit made by the Bidder shall be Forfeited.</p>	<p><u>reasons solely and directly attributable to the Bidder. without assigning any reason thereof;</u></p> <p><u>Prior to providing a written notice of termination to the Bidder, NBEMS shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p>(d) In such an event, nothing shall be payable to the Bidder and the Performance Security/Security Deposit made by the Bidder shall be Forfeited. However, NBEMS shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the Selected Bidder.</p> <p><u>Bidder shall also have a right to terminate the contract in case of breach of the terms and conditions of the contract by NBEMS which is not cured within period of 30 days of notice to cure the breach.</u></p>	
D. General Terms and Conditions	Completion Certificate shall be issued only after completion of	Completion Certificate shall be issued only after completion of contract, provided no dues are pending in all	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
(GTC); XVIII Completion Pg. No. 38	contract, provided no dues are pending in all respects as per the terms & conditions of the tender and the contact has been completed to the entire satisfaction of the NBEMS.	respects as per the terms & conditions of the tender and the contact has been completed to the entire satisfaction of the NBEMS as per the <u>agreed scope of work.</u>	
D. General Terms and Conditions (GTC); XX Risk Clause Pg. No. 38	NBEMS reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.	NBEMS reserves the right to discontinue the service at any time, if the services are found unsatisfactory <u>not to be found as per the agreed scope</u> by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim <u>forfeit the security deposit.</u>	No change.
	Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors 1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact. Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for	Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors 1. The Bidder(s)/ Contractor(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact. Section 9 – Pact Duration This Pact begins when both parties have legally signed it. It expires for the	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>the Contractor 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 6 months after the contract has been awarded.</p> <p>Annexure-A GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NBEMS. Besides this there would be a penalty of banning business dealings with NBEMS or damage or payment of a named sum.</p> <p>Annexure-B GUIDELINES ON BANNING OF BUSINESS DEALINGS</p> <p>6. Ground on which Banning of Business Dealings can be initiated If the Agency continuously refuses to return / refund the dues of NBEMS without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;</p>	<p>Contractor 06 12 months after the last payment under the contract or contract period (extended if applicable) whichever is later and for all other Bidders 2 6 months after the contract has been awarded.</p> <p>Annexure-A GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NBEMS. Besides this there would be a penalty of banning business dealings with NBEMS or damage or payment of a named sum.</p> <p>Annexure-B GUIDELINES ON BANNING OF BUSINESS DEALINGS</p> <p>6. Ground on which Banning of Business Dealings can be initiated If the Agency continuously refuses to return / refund the dues of NBEMS without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;</p>	

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
	<p>If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;</p> <p>Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by NBEMS or not;</p> <p>Established litigant nature of the Agency to derive undue benefit;</p> <p>Continued poor performance of the Agency in several contracts;</p> <p>If the Agency misuses the premises or facilities of the NBEMS, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</p>	<p>If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;</p> <p>Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-despatch inspection was carried out by NBEMS or not;</p> <p>Established litigant nature of the Agency to derive undue benefit;</p> <p>Continued poor performance of the Agency in several contracts;</p> <p>If the Agency misuses the premises or facilities of the NBEMS, forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc. (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).</p>	
Additional	-	<p>Scope of Services: Permitted Use of Services: Bidder's use of BIDDER Applications System shall always be subject to the Use Terms stipulated in Schedule 3. In</p>	No change.

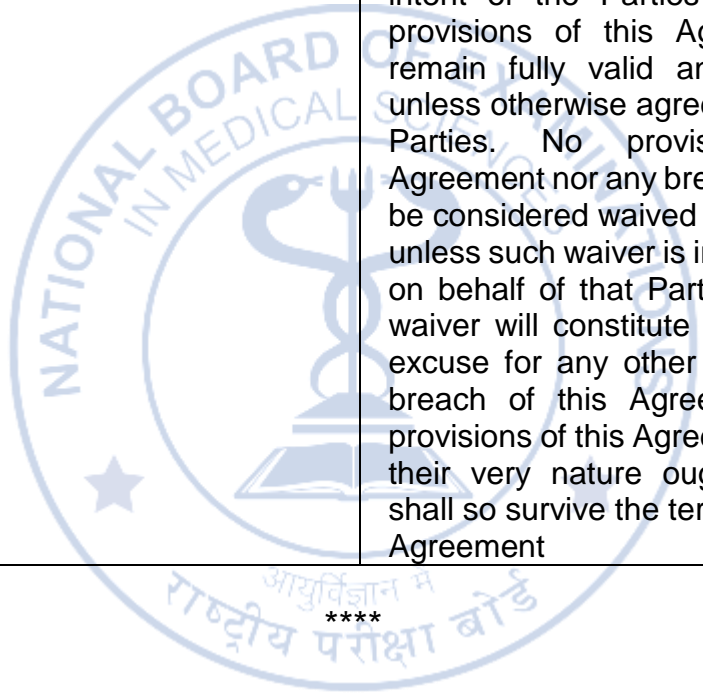
Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>case the BIDDER Application System includes a third party software (identified in Schedule 2), and where such third party licensor requires Bidder to sign a license agreement, the Bidder agrees to execute such third party software license agreement, which shall prevail upon any conflicting provisions herein. Such third party software license agreement shall become a part of this Agreement.</p>	
Additional		<p>Obligations of Bidder : Bidder shall ensure that the requisite computing environment if any, as set out in Schedule 2, is set up and maintained to enable its authorized users to access the Services Environment. Bidder undertakes to comply with all the access authorization and access controls for the Bidder's access to the Services Environment as may be prescribed by BIDDER. Bidder shall limit the access to Services Environment only to the Authorized Users. Each Authorized Users shall follow the security policies and rules as have been notified by BIDDER. Bidder acknowledges that the Services offered by BIDDER under this Agreement are not the data processing services but are in the nature of information technology infrastructure and application services</p>	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>for Bidder's own data processing and business use only and agrees that the Bidder shall not, in any way, commercially exploit the Services otherwise. Bidder shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data. The Bidder shall notify BIDDER immediately of any unauthorized use of the Services or Services Environment. Bidder undertakes that all Bidder Data will not infringe the intellectual property rights of any third party.</p>	
Additional	-	<p>Representations And Warranties BIDDER warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope .Notwithstanding the aforesaid, any Services which are provided by BIDDER free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is</p>	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES TO BIDDER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY BIDDER.</p>	
Additional	-	<p><u>Bidder</u> shall have the right to use third party service providers for certain parts of the services under the Agreement.</p>	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
Additional	-	Usage of Third-Party Service Providers Bidder shall have the right to use third party service providers for certain parts of the services under the Agreement.	No change.
Additional	-	Non-employment The Bidder will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.	No change.
Additional	-	Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior or simultaneous representations, discussions, negotiations, letters, proposals, agreements and understandings between the Parties hereto, with respect to the subject matter hereof. Each Party acknowledges that it has not relied on or been induced to enter into this Agreement by, and to the extent permitted by applicable law, a Party is not liable to another Party in contract or tort or in any other way for, a representation or warranty that is not set out in this Agreement. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each of	No change.

Clause Reference (Clause No. & Page No.)	Description in Tender	Suggestion & Justification by Proposed Bidders	NBEMS Reply
		<p>the Parties. If any provision of this Agreement be held invalid or unenforceable by a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the Parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the Parties. No provision of this Agreement nor any breach thereof will be considered waived by either Party, unless such waiver is in writing signed on behalf of that Party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement. Certain provisions of this Agreement which by their very nature ought to survive, shall so survive the termination of this Agreement</p>	



NBEMS