



Madhya Pradesh Professional Examination Board (PEB)

Bhopal (M.P.)

Request for Proposals (RFP)

Name of the RFP:	RFP for Selection of Agency to provide Question Bank and support Skill Based Examination
Tender Number	22/2020
Type of Selection	Quality and Cost Based Selection (QCBS)
Project Authority	Professional Examination Board (PEB), Bhopal Government of Madhya Pradesh
Date of issuance	9 th – June - 2020

Tender Notice

Professional Examination Board, Govt. of Madhya Pradesh

Name of Project: “RFP for Selection of Agency to provide Question Bank and support Skill Based Examination”

Request for Proposals (RFP)

1. Professional Examination Board (PEB), Govt. of Madhya Pradesh invites Request for Proposals (RFP) for “**Selection of Agency to provide Question Bank and support Skill Based Examination**”.
2. The selected agency shall enter into an agreement with PEB to help effectively implement assessment reforms and re-vamp their recruitment, entrance and eligibility exams strategy & approach and actively explore novel methods. Defining common and domain syllabus for recruitment exams, support for conducting eligibility and entrance exams, managing a single integrated question bank catering to recruitment, entrance and eligibility examinations
3. The selected agency shall enter into an agreement with PEB to conduct Research and Development to learn and adopt latest academic and technological solutions to develop and improve the question bank, question paper design process, conduct skill-gap analysis catering to Madhya Pradesh’s eco-system and document the findings in the form of a report; support with capacity building efforts, etc.
4. The complete set of bid documents are made available online at www.peb.mp.gov.in and <https://www.mptenders.gov.in>
5. PEB reserves all rights to accept or reject all or any of the proposals at any stage without assigning any reason thereof.
6. Interested assessment firms/agencies may download the documents and submit the same, completed in all respects by **05.30 pm of 30-06-2020**
7. The bid documents shall be submitted online on website <https://www.mptenders.gov.in>
8. Bidders are required to submit bid security for an amount *as mentioned in the Bid Data Sheet of this RFP*.

The pre-bid meeting and last date for submission is *as per the schedule mentioned in the Bid Data Sheet* of this RFP. It is the bidders’ responsibility to visit the website www.peb.mp.gov.in and verify the latest information related to this tender.

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DISCLAIMER

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the PEB or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by PEB to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

PEB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. PEB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the PEB is bound to select an applicant or to appoint the selected applicant, as the case may be, for the PEB reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The applicant agency shall bear all its costs associated with or relating to the preparation and submission of its proposal 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 costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the applicant and PEB shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

BACKGROUND

Professional Examination Board (PEB) is the nodal agency for conducting various State level recruitment, entrance and eligibility tests for approx. 150 departments/organizations across Govt. of Madhya Pradesh. In the past five years, PEB has conducted over 84 tests that were attended by over 92 lakhs students. Given this background, PEB has identified key reforms and undertook strategic re-evaluation of their recruitment, entrance and eligibility examinations approach. Key areas for reforms include (1) Common & Domain Syllabus (2) Integrated Question Bank (3) Use of Latest Technology. Streamlined work on these areas will support PEB in conducting effective selection of candidates to various departments in the state government.

The interested agencies should provide information as detailed in various sections of this document to demonstrate their eligibility.

This RFP contains the following Parts and Sections. The information pertaining to each Part and Section are given below. The details related to each of the section are mentioned in the subsequent pages.

PART 1 BIDDING PROCEDURES

Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a two envelope bidding process. It contains details on the submission, opening, and evaluation of Bids received during the procurement process.

Bid Data Sheet (BDS)

This section includes specific information pertaining to this RFP including timelines and purchaser information.

Eligibility criteria, Evaluation methodology

This Section specifies the criteria (Pre-qualification, Technical Qualification) for eligible bidders. This section also covers the Evaluation methodology.

PART 2 SCHEDULES OF REQUIREMENTS

Schedule of Requirements

This section includes the scope of work and other requirements for the effective implementation of assessment reforms at PEB.

PART 3 GENERAL TERMS & CONDITION

This section includes the general terms and condition for this RFP.

PART 4 BIDDING FORMS (ANNEXURE)

This section includes the forms that need to be submitted by the bidder as part of its Bid.

PART 1 – Bidding Procedures

1.1 Instructions to Bidders (ITB)

This section provides information to help bidders prepare their bids. It contains details on the submission, opening, and evaluation of bids received during the procurement process. The Bidder is expected to examine all instructions, forms, terms, and specifications before submitting their bid against this RFP. This RFP will override all the previous communications, Bid documents, if any issued by PEB towards procurement of services for assessment reforms.

1. Scope of Bid	<p>1.1 This RFP is intended to invite agencies to provide Question Bank and support Skill Based Examination at PEB.</p> <p>1.2 Throughout this Bidding document:</p> <ul style="list-style-type: none">(a) “Procuring Agency” means Professional Examination Board (PEB), Govt. of Madhya Pradesh.(b) “Purchaser” refers to procuring agency.(c) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, documentary form published on website used by the Procuring Agency).(d) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the procuring agency.(e) “Agency” means a successful Bidder entered into agreement to provide question bank and implement the skill based assessment reforms under the guidance of PEB.(f) “Procurement” means the process that results in concluding an Agreement(s) with a successful Bidder(s) or Agency or Organization, as described in this RFP.(g) “Term” mean the duration of a Service Agreement starting on the Commencement Date. Where applicable, it includes any extension(s) to the initial Term, if permitted and agreed.
2. Eligible Bidders	<p>2.1 Should satisfy eligibility criteria as defined in section 1.3 “Eligibility criteria” of this document.</p>
3. Conflict of Interest	<p>3.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p>

	<ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Procurement process; (d) or any of its affiliates participated as a consultant in the preparation of the design or specifications of the Services, that are the subject of the Bid; (e) Or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Agency in implementing Service agreement. (f) Has a close business or family relationship with a professional staff of the purchaser who will be involved in the preparation or evaluation of this bid or preparation, supervision and implementation of the rate contract.
<p>B. Contents of the RFP Document</p>	
<p>4. Sections of Bidding Document</p>	<p>4.1 The Bidding document consists of Parts 1, 2, 3 and 4, which include all sections, schedules, annexure, and should be read in conjunction with any addenda issued subsequently.</p> <p style="padding-left: 40px;">PART 1 - Bidding Procedures</p> <p style="padding-left: 80px;">Instructions to Bidders (ITB)</p> <p style="padding-left: 80px;">Bid Data Sheet (BDS)</p> <p style="padding-left: 80px;">Eligibility Criteria</p> <p style="padding-left: 40px;">PART 2 – Schedule of Requirements</p> <p style="padding-left: 80px;">Scope of Work</p> <p style="padding-left: 80px;">Deliverables & Timelines</p> <p style="padding-left: 80px;">Payment Terms</p> <p style="padding-left: 80px;">SLA and Penalty</p> <p style="padding-left: 40px;">PART 3 – General Terms & Condition</p> <p style="padding-left: 40px;">PART 4 – Bidding Forms (Annexure)</p>
<p>5. Clarification of Bidding Document</p>	<p>5.1 A Bidder requiring any clarification of the Bidding document shall contact the Procuring Agency in writing at the Procuring Agency’s address specified in the BDS in the following section.</p> <p>5.2 The queries should necessarily be submitted in the following format:</p>

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

- 5.3 The Procuring Agency will respond within writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS.
- 5.4 The Procuring Agency is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the Bidding document unless the bidders obtain them directly from the Procuring Agency.
- 5.5 The Purchasing Agency shall endeavour to provide timely response to all relevant queries collectively on the website. However, the Procuring Agency makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does the Procuring Agency undertake to answer all the queries that have been posed by the bidders.

6. Amendment of Bidding Document

- 6.1 At any time prior to deadline for submission of Bids, the Procuring Agency may amend the Bidding document by issuing addendum / corrigendum etc.
- 6.2 Any such corrigendum shall be deemed to be incorporated into this RFP.
- 6.3 Any Addendum / Corrigendum issued shall form part of the Bidding document and shall be published by the Procuring Agency on website <https://www.mptenders.gov.in> and <http://peb.mp.gov.in>. It is the bidder's responsibility to check for the same.

C. Preparation of Bids

7. Cost of Bidding

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Procuring Agency shall not be responsible for the same.

8. Language of Bid

- 8.1 The language of the bid shall be English. Supporting documents and printed literature that are part of the bid shall also be in English.

9. Documents Comprising the Bid

- 9.1 All the forms shall be prepared and furnished as per this RFP. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 9.2 The original and all copies of the Bid shall be typed and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

	<p>9.3 The Bid submitted by the Bidder shall comprise the following documents:</p> <p>(a) The Bid (in the formats as specified in the bidding forms);</p> <p>(b) Bid Security confirmation of submission of INR 7,00,000/ (Rupees Seven Lakh only) through www.mptenders.gov.in.</p> <p>(c) Technical Conformity Documents of the Eligibility Criteria set out in this document; and</p> <p>(d) Any other material or form or supporting document required to be submitted by bidders as per Bidding forms, as specified in the BDS.</p> <p>9.4 In terms of Public Procurement Policy of Micro & Small Enterprises/Guidelines of Govt. of India, the bidders may claim exemption from deposit of Cost of Tender provided the bidders upload along with the technical bid the scanned copy of documentary proof / certificate in support of the claim for Cost of Tender exemption issued by the appropriate authority of Government of India.</p> <p>9.5 The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.</p>
<p>10. Currencies of Bid and Payment</p>	<p>10.1 The bid shall be made in Indian Rupees (INR) only.</p>
<p>11. Documents Establishing the Eligibility and Conformity of Tools</p>	<p>11.1 To establish the conformity of the required services to the Bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the agency qualifies to the eligibility criteria specified in Section 1.3, Eligibility Criteria.</p> <p>11.2 The documentary evidence may constitute mandatory company certificates, financial statements, completion certificates from an organization, work orders issued by any Indian government agency, department or Indian government accredited agencies or any International agency or any private organization, self-certificate by company secretary/statutory auditor as per the pre-qualification and technical evaluation criteria which is acceptable to PEB.</p>
<p>12. Period of Validity of Bids</p>	<p>12.1 Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline. A Bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Agency may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing.</p>
<p>D. Submission and Opening of Bids</p>	

<p>13. Submission of Proposals</p>	<p>13.1 Bidders should submit their responses as per the procedure specified in the e-Procurement portal as mentioned in BDS being used for this purpose. The document to be uploaded include:</p> <p>13.2 Documents confirming submission of Tender Fee & EMD</p> <p>13.3 Pre-qualification response (4.1 Compliance Sheet)</p> <p>13.4 Technical proposal (4.2 Compliance Sheet)</p> <p>13.5 Financial proposal (Annexure-3)</p> <p>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 or technical proposals but should only be indicated in the commercial proposal. Bids containing prices in the pre-qualification or technical proposals shall be rejected.</p> <p>Procuring Agency 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.</p>
<p>14. Deadline for Submission of Bids</p>	<p>14.1 Bids must be received online no later than the date and time specified in the BDS.</p> <p>14.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended including the Bid validity.</p>
<p>15. Late Bids</p>	<p>15.1 The Procuring Agency shall not consider any Bid that arrives after the deadline for submission of Bids. Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late and will be rejected, without assigning any reasons.</p>
<p>16. Withdrawal, Substitution, and Modification of Bids</p>	<p>16.1 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Covering Letter or any extension thereof.</p>
<p>17. Bid Opening</p>	<p>17.1 Except otherwise mentioned specifically, the Procuring Agency shall, at the Bid opening, open all Bids received before the deadline at the date, time and place</p>

	<p>specified in the BDS, in the presence of Bidders' designated representatives and anyone who chooses to attend.</p> <p>17.2 The Procuring Agency shall neither discuss the merits of any Bid nor reject any Bid on the bid opening date.</p> <p>17.3 The Procuring Agency shall record the Minutes of the Bid opening process.</p>
E. Evaluation of Bids	
18. Bid Prices	<p>18.1 Prices shall be quoted as specified in Price Schedule included in Bidding Forms.</p> <p>18.2 The bids that do not conform to the price schedule will be summarily rejected.</p> <p>18.3 The price of the services quoted should be inclusive of all the elements as described in scope of work and deliverables except GST.</p>
19. Confidentiality	<p>19.1 Information relating to the evaluation of Bids and recommendation to conclude an Agreement(s), shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the communication of Intention to conclude the Agreement is informed to the shortlisted Bidders.</p> <p>19.2 Any effort by a Bidder to influence or induce the Procuring Agency in any manner in the evaluation or in the decision making process to conclude an Agreement(s) may result in summary rejection of its Bid.</p> <p>19.3 From the time of Bid opening to the time of the Agreement being concluded, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing.</p>
20. Clarification of Bids	<p>20.1 To assist in the examination, evaluation, comparison of Bids, and qualification of Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Agency shall not be considered. The Procuring Agency's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Agency in the Evaluation of the Bids.</p> <p>20.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Procuring Agency's request for clarification, its Bid may be rejected.</p>
21. Deviations, Reservations, and Omissions	<p>21.1 During the evaluation of Bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding document; and</p>

	<p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding document.</p> <p>21.2 No deviations shall be allowed in the bidder's response and the bidder has to agree unconditional acceptance of all the contents of the RFP document including Terms and Conditions, Scope of Work, Deliverables and Timelines, Payment Terms, Service Levels Agreements and Penalties, etc. Conditional bids shall be summarily rejected.</p>
<p>22. Determination of Responsiveness</p>	<p>22.1 The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself.</p> <p>22.2 A substantially responsive Bid is one that meets the requirements of the Bidding document without material deviation, reservation, or omission.</p> <p>22.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
<p>23. Correction of Arithmetical Errors</p>	<p>23.1 Provided that the Bid is substantially responsive, the Procuring Agency shall correct arithmetical errors on the following basis:</p> <p>(a) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>23.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction shall result in the rejection of the Bid.</p>
<p>24. Evaluation of Bids</p>	<p>24.1 The Procuring Agency shall use the criteria listed in Section 1.3 Eligibility Criteria in deciding to conclude an Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p>
<p>25. Qualification of the Bidder(s)</p>	<p>25.1 Before concluding an Agreement(s), the Procuring Agency shall determine, to its satisfaction, whether the eligible Bidder(s) with substantially responsive Bid(s) that are able to meet the Agreement criteria, meet(s) the eligibility Criteria. As mentioned in Section 1.3.</p> <p>25.2 The determination shall be based upon an examination of the documentary evidence submitted by the Bidder's. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates etc. different from the Bidder.</p> <p>25.3 An affirmative determination shall be a prerequisite for the conclusion of the Service Agreement (s) to the Bidder. A negative determination shall result in disqualification of the Bid.</p>

<p>26. Dis-Qualification of the Bidder(s)</p>	<p>26.1 The bid is liable to be disqualified in the following cases:</p> <ul style="list-style-type: none"> a. Bidder’s bid is conditional and has deviations from the terms and conditions of RFP b. Bid is submitted in incomplete form c. Bid is not accompanied by all the requisite documents d. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, e. unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during f. the tenure of the contract including the extension period if any g. Commercial bid is submitted in the same folder as that of the technical bid or prices are indicated in technical bid. h. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process i. In case the bidder submits multiple bids.
<p>27. Procuring Agency’s Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>27.1 The Procuring Agency reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to the conclusion of an Agreement(s), without thereby incurring any liability to Bidders and without assigning any reason.</p>
<p>F. Conclusion of a Service Agreement</p>	
<p>28. Non-exclusivity</p>	<p>28.1 This Primary Procurement process is non-exclusive, and the Procuring Agency reserves the right to procure similar services from any other agencies as deemed fit.</p>
<p>29. Signing the Service Agreement</p>	<p>29.1 The successful bidder shall sign, date and return the Agreement within seven (7) days of receipt of the same.</p>

1.2 Bid Data Sheet (BDS)

<i>RFP Name</i>	The name of the RFP is “ Selection of Agency to provide Question Bank and support Skill Based Examination”
<i>RFP Reference</i>	The reference number of RFP is : 22/2020
<i>Purchaser</i>	Professional Examination Board (PEB), Bhopal
<i>Date and time of RFP issuance</i>	Date:09th June, 2020, Time: from 05:30 PM onwards
<i>Bid Available in websites</i>	https://www.mptenders.gov.in and www.peb.mp.gov.in
<i>Pre-Bid Clarifications</i>	The pre-bid clarifications and/or queries for pre-bid meeting should reach by email only at establishment.peb@gmail.com and cc to a.hemlata@mp.gov.in on or before 15th June 2020, 04:30 PM
<i>Date and Time of Pre-bid meeting</i>	The Pre-bid meeting will be held at: PEB office Address: Main Road 1, Chinar Park, Chayan Bhawan, Opp. DB City Mall, Vyapam Campus, Shivaji Nagar, Zone-I, Maharana Pratap Nagar, Bhopal, Madhya Pradesh 462011. Date: 16th June, 2020 Time: 11:30 a.m.
<i>Last Date for Bid Submission</i>	The deadline for online Bid submission on https://www.mptenders.gov.in is: Date: 30 June, 2020 Time: 05:30 p.m.
<i>Date and Time for opening of Technical Bids</i>	Date: 02 July, 2020 Time: 11:00 a.m.
<i>Date and Time of Technical Presentation</i>	To be intimated later.
<i>Date and Time for opening of Financial Bids</i>	To be intimated to technically qualified bidders.
<i>Language</i>	The language of the Bid is: “ English ” All correspondence exchange shall be in “ English ” language.
<i>Price Adjustment</i>	The prices quoted by the Bidder “ shall not be ” subject to adjustment during the performance of the Service agreement.

Place of Work	The successful Agency shall perform all its activities from ‘The Premises of the Professional Examination Board, Govt. of Madhya Pradesh’ Address: Main Road 1, Chinar Park, Chayan Bhawan, Opp. DB City Mall, Vyapam Campus, Shivaji Nagar, Zone-I, Maharana Pratap Nagar, Bhopal, Madhya Pradesh 462011.
Duration of the Assignment	The duration of the assignment will be 3+1+1 years.
Bid Currency	The Bidder is required to quote the Prices in Indian Rupees (INR) only.
Joint Venture or Consortium or Joint Bids	“Not Allowed”
Bid Validity	The Bid validity period shall be 180 days from the date of opening of bid.
Bid Fee	The Bid Fee is INR 5,000/- (Rupees Five thousands only) The Bid Fee is non-refundable
Earnest Money Deposit (EMD) / Bid Security And Performance Bank Guarantee	A Bid Security “shall be” required. <ul style="list-style-type: none"> • Bidders shall submit, along with their Proposals, confirmation of submission of EMD of INR 7,00,000/- (Rupees Seven Lakh only) through www.mptenders.gov.in. • Note: The Bid Security or EMD will be collected as per the ‘Bid Security form in bidding forms. When the bidder(s) enter the agreement with the purchaser. • A separate Performance Bank Guarantee will be collected by the PEB at the time of the award of contract. • Within 15 days of notification of award, the Selected Bidder shall furnish performance security of 10% of the Bid Value or Rs. 30,00,000 /-(Rupees Thirty Lakh Only) whichever is higher • Bank Guarantee from a scheduled Bank in India will be the only form of acceptable security. • The Bid Security/EMD of the successful bidders will be returned once the Performance security is submitted to the purchaser. • The Bid Security of all the bidders whose bids are not substantially responsive to the requirements of Bidding document will also be returned, post signing the agreement with successful bidder.

1.3 Eligibility Criteria

1.3.1 Pre-qualification Criteria

S. No	Eligibility requirement	Documents 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 5 years as on 08-06-2020.	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 MCA b) In case the Bidder is a registered partnership company / firm / society, they should produce a copy of the certificate of incorporation
2.	The bidder should have an average annual turnover of INR 05 crores in any 3 years in the last 5 financial years (2014 - 2019) from providing content creation & online examination Services.	Certificate by Statutory Auditor or Company Secretary of the firm as per Annexure-8
3.	The bidder should be in the business of providing content creation, question bank blueprints/ constructs and online exam delivery services for the last 3 calendar years.	Certificate by Statutory Auditor or Company Secretary of the firm, together with relevant case study accompanied by work order and completion certificate. Annexure-11
4.	The bidder shall have the experience of creating question bank blueprints/constructs based on skills (such as Quantitative, Verbal, Behavioral, (Aptitude – General Awareness, ICT Literacy, Management, Logical Reasoning) required for the job, for at least 5 examinations or for 5 different job roles.	Self-declaration from statutory auditor detailing the names of all 5 examinations. Certificate from one or more clients. Question bank blueprints/constructs for 5 specific jobs. Annexure-11
5.	The bidder should have at least the following on its payroll for the past 3 years. <ul style="list-style-type: none"> • 30 full time employees. • 2 SME's for Quantitative. • 2 SME's for Verbal (English). • 2 SME's for Verbal (Hindi or Regional Languages). • 2 SME's for Aptitude (General Awareness, ICT Literacy, Management, and Logical Reasoning). • 1 Psychometrician. • 1 Data Scientist. 	Certificate signed by the HR (for 30 full time employees).

S. No	Eligibility requirement	Documents required
6.	The bidder should have used services of at least 20 SME's/domain experts (part time or full time) for authoring of domain related Question Bank.	Employee Individual Profiles for the post of SME's, Psychometricians & Data Scientists. Individual profiles need to be submitted as per Annexure-10
7.	The bidder should have the capability to analyze items and their responses post exam by using advanced statistical methodologies. The bidder should have differentiated the difficulty level of the questions using statistical methods rather than peer review.	Sample statistical analysis that details differentiating various items based on difficulty and other parameters. Client certificate/Self certificate with relevant proofs on using any advanced statistical methodology in any one of the examinations.
8.	Question Bank provided by bidder shouldn't have rejection criteria of more than 2% for a minimum of 5,000 questions delivered to each client over the years.	Certificate from 2 clients/Historical information regarding number of question deleted/updated/option changed and duplicate with relevant proof (Public data available in website, Previous archive data which can be verified) Relevant Information should be in tabular form clearly mention that Client Details, Examination Name with date, number of question delivered and question deleted/updated/option changed
9.	The bidder should have conducted exams using post skill mapping.	Self-declaration signed by the Authorized Signatory including name of Exam, post and the mapped skill.
10.	The bidder should have used technology during pre-exam activities (such as employing question authoring tools for post-skill mapping, question bank preparation, meta-tagging, peer-review, etc.) and post-exam activities (such as response analysis, result analysis, merit list generation, etc.)	Self-declaration signed by the Authorized Signatory including name of tool and brief description (1 pager for pre-exam and 1 pager for post-exam) about tool highlight their key features. If the tool is developed internally, name may be omitted.
11.	The bidder should not be blacklisted by any Central Govt. / State Govt. / PSU / Govt. Bodies as on date of submission of the bid.	Certificate signed by the Authorized Signatory as per Annexure-7
12.	The bidder must have a valid ISO / IEC 27001 or	Copy of ISO certification

S. No	Eligibility requirement	Documents required
	ISO 9001 or similar Information Security Compliance certificate Quality/Security	
13.	Power of Attorney	Annexure-12

1.3.2 Technical Qualification and Scoring Criteria

QCBS methodology to be adopted with 70% weightage to technical score and 30% weightage to financial score. The minimum technical score required to be eligible for opening of the financial bid is 70%.

No.	Description	Marking Scheme	Max Marks	Supporting Documents
A. Firm credentials = 80 Marks				
1	The bidder shall have the experience of creating question bank blueprints/ constructs based on skills (such as Quantitative, Verbal, Behavioral, Aptitude, domain) required for the job, for at least 3 specific job roles.	<ul style="list-style-type: none"> • Question bank blueprints/constructs for at least 3 different job roles – 5 marks. • Question bank blueprints/constructs for at least 5 different job roles – 7 marks. • Question bank blueprints/constructs for at least 7 different job roles – 10 marks. 	10	Certificate from client(s) covering name of exams and job roles. Question bank blueprints/constructs. Annexure-11
2	The bidder should have average annual turnover (last 5 financial years)	<ul style="list-style-type: none"> • 05 Crore or more = 03 Marks • 10 Crore or more = 04 Marks • 20 Crore or more = 05 Marks 	5	Certificate by Statutory Auditor or Company Secretary of the firm as per Annexure-8
3	The bidder should have experience of at least 3 years or more in the field of Item Bank Development services within India:	<ul style="list-style-type: none"> • Experience of 3 Years or more in the Domain = 3 Marks • Experience of 7 Years or more in the Domain = 4 Marks • Experience of 10 Years or more in the Domain = 5 Marks 	5	Certificate by statutory auditor and Certificate from clients
4	The bidder should have successfully completed 3	<ul style="list-style-type: none"> • 3 or more Projects = 3 Marks • 5 or more Projects = 4 Marks 	5	Certificate from clients

No.	Description	Marking Scheme	Max Marks	Supporting Documents
	Projects of Item Bank Development work for Government agencies / Departments / Exam Conducting Bodies.	<ul style="list-style-type: none"> • 7 or more Projects = 5 Marks 		
5	Subject Matter Experts (SMEs) in a pool for Item Bank Development in various domains for Clients.	<ul style="list-style-type: none"> • 10 SMEs or More = 5 Marks • 20 SMEs or More = 08 Marks • 30 SMEs or More = 10 Marks Including 1 Psychometrician and 1 Data Scientist	10	Certificates from head HR and Individual Profiles for the post of SME's, Psychometricians & Data Scientists. Individual profiles need to be submitted as per Annexure-10
6	Size of Question Bank – Domain Syllabus (questions for at least 10 different domains) and Common Syllabus (Quantitative, Verbal – English, Hindi; Aptitude - General Awareness, ICT Literacy, Management, Logical Reasoning)	<ul style="list-style-type: none"> • 30,000-50,000 = 15 marks • 50,001-70,000 = 20 marks • >70,001 =25 marks 	25	Certificate by statutory auditor and Certificate from clients
7	The bidder should have worked with client organizations on Common Syllabus/ Score and Question Bank model.	Documentation on assessment reforms <ul style="list-style-type: none"> • Common & Domain Syllabus/ Score = 3 • Question Bank model = 2 marks 	5	Supporting document for engagement on assessment reforms and certificate from client including engagement date and outcome of engagement.
8	The bidder should have exhibited credible thought leadership and possess R&D capabilities in the assessment sector in the form of	Skills Gap analysis (Pre & Post Exam) = 2 marks No of Analysis Report Published: <ul style="list-style-type: none"> • 2 Skill-gap analysis reports – 2 marks • >2 Skill-gap analysis reports – 3 	5	Client certificate/ self-certificate with relevant proofs on the Skill-gap analysis. No of Analysis Report

No.	Description	Marking Scheme	Max Marks	Supporting Documents
	publication of skill gap studies in the past 5 years.	marks		<p>Published:</p> <p>Client certificate with relevant proofs on the Skill-gap analysis reports published in the past.</p>
9	<p>The bidder should have experience in following aspects:-</p> <p>9.1 Capability to analyze items and their responses post exam by using advanced statistical methodologies such as Item Response Theory (IRT)) or any other advanced statistical methodology.</p> <p>9.2. The bidder should have R&D model (such as use of emerging technologies, etc.) to adopt latest academic and technological solutions to improve the question bank, question paper design process, automatic creation of similar questions, etc.</p> <p>9.3 Pre-exam activities such as question authoring tools, skill mapping, question bank preparation, meta-tagging, peer-review and response analysis, result analysis, generation, merit list generation, etc</p> <p>9.4 Content Creation,</p>	<p>9.1 Experience in advanced statistical methodologies such as Item Response Theory (IRT) = 2.5 Marks</p> <p>9.2 R&D Model and use of emerging technology (Artificial Intelligence, Machine Learning, Deep Learning, etc.) = 2.5 Marks</p> <p>9.3 Exp in pre-exam and post-exam activities like meta-tagging, response analysis and result analysis 2.5 Marks</p> <p>9.4 Experience in Content Creation and providing adaptive exams 2.5 Marks</p>	10	<p>9.1 Client certificate and self-certificate with relevant proofs on the application of IRT or advanced statistical methodologies in one or more exams. Sample statistical analysis that details differentiating various items based on difficulty and other parameters need to be submitted.</p> <p>9.2 Documentation can be High Level Design Document or any other published report/study, newspaper articles etc. that covers the required aspects</p> <p>9.3 Self-declaration signed by the Authorized Signatory including name of tool and brief description (1 pager) about tool highlight their key features. If the tool is developed internally, name may be omitted.</p> <p>9.4 Certificate by Statutory Auditor or Company Secretary of the firm, together with</p>

No.	Description	Marking Scheme	Max Marks	Supporting Documents
	Providing adaptive exams for 1 or more clients.			relevant case study accompanied by work order and completion certificate.

B. Approach & Methodology = 20 Marks

1.	Approach & Methodology	<p>A. Technical Presentation</p> <ol style="list-style-type: none"> 1. Brief about Bidder. 2. Key Resource facts / Manpower available with bidder as Senior Management Team/SMEs /psychometricians/Data Scientists. 3. Understanding of the PEB Requirement. 4. Understanding of Common Syllabus, Domain Syllabus, single integrated Question Bank model, On demand testing. Systematic approach for implementation of these interventions. 5. Experience in developing Item Bank (Common and Domain syllabus) and related activities such as meta-tagging, etc. Usage of IRT or statistical methodologies to differentiate items. Usage of current or emerging technologies for item bank development. 6. Experience in post-exam activities such as result analysis, generation, merit list generation, etc. 7. Approach undertaken for question bank operation, maintenance, Question Item Validation, Parity and Duplicity Check. 8. Proposed implementation plan (in line with Deliverables listed in 	20	<p>Technical Presentation (PPT) of not more than 30 slides.</p> <p>Technical proposal document should range between 15-20 pages.</p>
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No.	Description	Marking Scheme	Max Marks	Supporting Documents
		<p>Section “Deliverables and Timelines) for assessment reforms and overall roadmap for PEB.</p> <p>9. Institutionalization, Training & Change Management strategy. Plan to set up Question Bank working group at PEB. Plan for publication of skill gap reports.</p> <p>10. Risk Identification/ Mitigation Strategies.</p> <p>B. Technical Proposal covering approach & methodology for implementation of assessment reforms in line with scope of work</p> <p>Marking:</p> <p>a) Hard Copy of Technical Proposal - 10 marks (#)</p> <p># Marks will be awarded based on the assessment/review of the hard copy of the technical proposal by internal team constituted by PEB.</p> <p>b) Technical Presentation – 10 marks (*)</p> <p>* Marks will be awarded based on the performance during the presentation.</p>		

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 70%.

1.4 Bid Evaluation

1. Bids will be evaluated by Technical Evaluation Committee constituted by PEB.
2. The decision of the Technical Evaluation Committee shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.
3. If there is a discrepancy between words and figures, the amount in words shall prevail.
4. The Technical Evaluation Committee may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

Bid document shall be evaluated as per the following steps:

1.4.1 Preliminary Examination

1. 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.
2. 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.
3. 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.
4. 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.
5. The Committee's determination of a Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.
6. If there is any difference in interpretation of RFP Terms, Bid Evaluation Committee's interpretation will be final and applied on all the bids. Bidders are advised to seek clarification on such RFP terms, if any, during pre-bid meeting or ask same in written in pre-bid clarification response.

1.4.2 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.

1.4.3 Financial Evaluation

1. The Financial Bids of technically qualified Bidders (who have scored 70 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:

Financial Score of Bidder (Fn) = {(Commercial Bid of L1/Commercial Bid of Bidder) X 100}% (Adjusted to two decimal places)

4. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
5. Any conditional bid would be rejected
6. 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:-

$$\langle B_n = 0.70 * T_n + 0.30 * F_n \rangle$$

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.

1.5 Selection of Bidder

After successful evaluation of bids, PEB (through its bid evaluation committee) will identify best suitable proposal/bid and forward same to Director, PEB with necessary recommendations. Notification of award will be issued by PEB to the successful bidder.

1.5.1 Right to Accept or Reject Any or All Bids

The PEB reserves the right to accept or reject any Bid, and to annul the Bid process and to reject all Bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder.

1.5.2 Notification of Award to the Bidder

Before the expiry of the period of validity of the proposal, the PEB shall notify the successful Bidder in writing by registered letter or by fax, that its bid has been accepted. The Bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days.

1.5.3 Right to Vary Activities at the time of Award

The PEB shall have the right to make any alterations, omissions, additions or subtractions in items, their quantities at the time of award of contract. PEB will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder.

1.5.4 Award of Contract

Contract will be awarded by PEB to the responsive Bidder whose Bid conforms to the requirements and represents the best value to the project, price and other factors considered.

In case of empanelment:-

- PEB may empanel the second highest qualified bidder for provide Integrated Question Bank and support Skill Based Assessment Reforms.
- PEB will release the work order to empanelled agency as and when required.
- Empanelled agency has to submit the 10% PBG once for contract period or before PEB release the each work order, as mutually agreed.
- 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.

1.5.5 Signing of Contract

The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the contract/agreement. If the bidder refuses to accept the award within one week and disinclines / or neglects the signing the contract agreement and does not offer to sign the agreement immediately after one week of receipt of letter of intent and does not sign the contract agreement within a fortnight, the PEB may forfeit the bid security of the bidder. The incidental expenses of execution of agreement / contract shall be borne by the successful bidder.

1.5.6 Discharge of Bid Security

Upon successful signing of the agreement, PEB shall promptly request the Bidder to provide performance security. On receipt of the performance security, the bid security will be released by PEB.

PART 2 – Schedule of Requirements

2 Schedule of Requirements

This Section includes the Scope of work, related Services, and other procedures that need to be undertaken by the agency.

2.1 Schedule of Requirements (Introduction)

Professional Examination Board (PEB) is the nodal agency for conducting various State level recruitment, entrance and eligibility tests for approx. 150 departments across Govt. of Madhya Pradesh. In the past five years, PEB has conducted over 84 tests that were attended by over 92 lakhs students.

PEB is aiming to re-vamp its recruitment exams strategy and approach, and is actively exploring novel approaches such as defining skill based common and domain syllabus, managing an integrated quality question bank, testing the viability of adopting psychometric methodologies. We believe that systematically institutionalizing the afore-mentioned initiatives will improve the overall effectiveness of the current examination system, support test-taker in their professional growth and will result in providing “the right candidate for the right job” to all client departments.

Strategic Way Forward:

PEB undertook a comprehensive step back to identify areas of improvement and devise a robust strategic way forward. Based on the analysis, PEB identified the following areas to work on:

- **Common & Domain Syllabus**

- Common syllabus will remove redundancy in the current recruitment syllabus structure. Syllabus for domain specific posts will be defined wherever applicable.
- Common syllabus will be skill based and will comprise of Quantitative, Verbal (English & Hindi), Aptitude (General Awareness, ICT Literacy, Management, Logical Reasoning). More skill based sections may be added based on the future job role requirements.
- PEB/Departments can choose sections (and allocate weightages) depending on the job role.
- Sectional scores are provided separately to the candidate to support in identification of weak areas, and department to choose weightages based on the skills required for the posts.
- Skills based questions tests the true ability of the candidate. Item construct/blue print will be defined. For ex: Verbal -> English -> Reading Comprehension -> Remember, Understand, Application, Inference.
- Robust item tagging structure will be defined.
- Past years sample question bank will be made publicly available so that candidates can practice and take mock tests.

2.2 Scope of Work

The broad scope of work for Agency is given below:

- Development of Common Syllabus for recruitment exams conducted by PEB. The common syllabus will be skill based ensuring appropriate testing of the candidate to fulfil his/her job responsibilities.
- Common Syllabus may comprise of Quantitative, Verbal (English + Hindi), Aptitude (General Awareness, ICT Literacy, Management, Logical Reasoning). There may be scope for expansion based on future learnings.
- Development of dedicated replenishable Question Bank and assist in Question Paper Designing based on the common and domain related syllabus (for recruitment exams). Please note that “Hindi” is a key language and the question bank should comprise of appropriate number of questions for “Hindi” language.
- Identified domains may include agriculture, health, Plant Breeding and Genetics, Agronomy, Plant Physiology, Plant Pathology, Commerce, Statistics, Economics, Social Science, Inorganic Chemistry, Analytical Chemistry, Zoology, Botany, Ancient History, Museology, Chemistry, Physics, Geography, Business, Archaeology or Culture, Accounting, Public Administration, State Administration, Radiotherapy, Technical Trade, etc.
- Development & delivery of dedicated Question Bank for PEB mandated indent based recruitment, entrance and eligibility examinations.
- Development & delivery of requisite number of questions for conduction of online employability enhancement tests for test-takers to gauge their employment capabilities.
- Development & delivery of requisite number of questions for conduction of free practice tests based on the recruitment, entrance and eligibility tests conducted by PEB.
- Develop strategy for result analysis. Give inputs to exam engine agency for development of a digital solution to enable push/pull of questions from question bank for exams and other related aspects such as effective transfer and analysis of responses given by the candidates in the exams, etc.
- Formulate a department feedback mechanism (on deputed candidate) to ensure their needs are duly met.
- Research and Development on adoption of latest academic and technological solutions to improve the question bank, question paper design process, exam engine.
- Conduct skill gap analysis to identify skills that are required for 21st century workforce that meets the demands of the various departments of the Government. Channel the learnings back to improve syllabus (common and domain). Document the findings and submit the report to PEB on an annual basis.
- Provide documentation such as Standard Operating Procedures (SOP), etc.

Note:

- Indent Based Examinations are those examinations that are requested by the departments to recruit candidates for specific posts. The indents are raised periodically by the individual departments to PEB over the course of the year.

2.2.1 Question Bank Development Methodology

- Methodology of item development should be scientific, robust and capable to be defended in court of law if complexity levels or validity of questions is challenged.
- Before beginning the question development work, exam pattern, skill/ knowledge level to be assessed, questions asked in earlier exams, etc. should be studied to determine standards and methodologies for question development. On the basis of this study, a report (can be part of the to-be report) should be prepared which will include:
 - Types, nature and difficulty level of questions to be developed for the exam.
 - Expertise in question development and validation.
 - Development, validation and testing methodology.
 - Number of questions to be developed.
 - Timelines.
 - And, other allied activities.
- Following should be included in question bank development methodology:
 - On the basis of the study of exam patterns, specific Style Guide/Construct/Blueprint and Question writing Manual should be developed.
 - Multilevel validation of each and every question.
 - Maintaining of metadata for each question on the parameters like details of creation/validation/translation, subject area, difficulty level, question type, etc.
- Detailed action plan should be prepared for item development work along with structured set of components, activities, sub activities, tasks, etc. to complete the assignment in given time. This plan should include detail of human resources involved in question development work and responsibilities shared among individuals and teams.

2.2.2 Question/Item Development

- For Question Item Development for indent (from department) based exams, a proposed examination calendar (for indent based recruitment, eligibly, entrance examinations) would be provided by the board at the start of engagement / year for an advanced planning. Agency would be provided with a written confirmation for each examination, along with syllabus, number of questions, complexity level, standard of questions and any other expectation from PEB with a timeframe, in accordance with the service level and timeframe agreed with PEB.
- Question item development should be done under close supervision of experts employed by engaged agency in a secured environment on full time basis.
- Questions should be created in both Hindi and English language. Special efforts should be made for language translation, so that there are no discrepancies in interpretations. Questions may also be prepared in other regional languages on need basis.

- Existing pre-validated and tested Questions may be procured in the interest of time. In such cases the Agency should provide validation and testing credential of questions and prove sanctity of such credentials to the satisfaction level of PEB.
- Question item development should be done on request/work order basis and the target expected questions must be provided by Agency in a timely manner to PEB.

2.2.3 Question Item Operation, Maintenance and Revisions

- The selected bidder would be engaged for a period of 3 Years by the board. PEB reserves the right to extend the Term for a period or periods of up to 12 months with a maximum of 24 months such extension or extensions on the same terms and conditions, subject to the PEB's obligations at law.
- Half yearly report on question item analysis, review, maintenance and concurrent updation should be submitted to PEB. This report will comprise of all the efforts made towards qualitative improvement in item bank creation.
- Questions provided to indent based exams (for recruitment, entrance and eligibility) should not be used in any other exam. The questions will be quarantined.

2.2.4 Question Item Validation, Parity and Duplicity Check

- For conduct of single examination multiple slots, the Agency would be required to prepare multiple set of question papers and had to put them through parity check to ensure that difficulty, complexity as well as course coverage is same across all the sets. Upon implementation of common syllabus and domain syllabus, on-demand testing sets may become obsolete.
- Any new question item added or revised at a later stage, would have to be checked by Agency to ensure that it has not been picked up simply from single source i.e. course book or reference guide. A due diligence had to be maintained by Agency to ensure genuineness of the Question Item added.
- PEB would take any case of Plagiarism seriously as it is linked with the authenticity of the entire examination process.
- The Question Item prepared for the board must go through rigorous process of conceptualization, blue print, creation, review, testing and validation so that it becomes a psychometrically valid item..

2.2.5 Question Authoring Tool

A Question Authoring Tool with following functionalities should be deployed by selected bidder:

- Provision for question item creation, review and validation across platforms in cloud and non-cloud environment.
- Should have self-intuitive user interface and instant access to question development/review workflow automation.
- Provision for secure transmission of questions to client side item reviewer over internet for collective consideration.
- Provision for advanced encryption (256 bit SSL) to ensure that transmitted data are not compromised, regardless of the connection.
- Securely balancing multiple workflows at once in item bank management.
- Should offer interactive forms and question bank review facility.

- Should have provision for sample testing by client side review committee to view the items upon request through specific authorized-user permissions. The sample testing questions should not be included in the question bank.
- Provision for a set of tools to facilitate writing, reviewing, editing and selecting questions for question writers and editors.
- Any change in the questions should be logged and time-stamped so that users can track content changes or the status of any item in an instant.
- Should support question writing individually or collaboratively and provide an efficient methodology for item writers to submit items to the bank.
- Complex items are easily accommodated with ability to support graphics, equations, multimedia and exhibits. Graphics are stored and inserted directly into items easily.
- Should support Unicode Hindi and other regional languages.
- Provision for creating, updating, tracking and comparing new versions of existing items.
- Provision for searching questions by using a wide range of parameters.
- Should have a built-in editor that enables writing scientific formulas, mathematical equations, and other relevant parameters.
- Provision for generating question papers by random selection of questions as per predefined rubrics.
- Should have provision for secured integration with online exam engine/software for conducting computer based exam.
- More features may be added based on future demand and PEB's feedback in line with the areas as described above.
- Authoring tool should have facility to interface with other application with web services APIs.
- MIS report facility must be there for PEB use.

2.2.6 Question Item Release Mechanism

The Agency would need to define and document fool-proof release mechanism for electronically handing over question items for examination process.

The Question Items to be released for an identified examination are expected to be delivered in the defined framework at-least 3 days prior to the set examination date. The agency would be required to identify nodal person, document release mechanism for secure and tamper-proof way for handover and clearly identify the medium or application protocol in which Question Items would be handed over for electronic upload for online examinations. Sanctity of examination is of utmost importance to the board and therefore the handover process must be clearly articulated by the implementation agency.

Questions items will be released as per the timelines shared by PEB. Here, fool-proof mechanism needs to be defined in coordination with Exam Engine agency & PEB, to ensure that no question repeats for the same student during examination.

Note: Agency has to provide documentation such as Standard Operating Procedures (SOP) for same.

2.2.7 Training and Change Management Program

The engaged service provider is expected to introduce Training and Change management program for employees of Professional Examination Board, to get trained on the Item Bank development process and the framework introduced for the department. This would ensure a concerted effort from department as well as service provider for successful rollout of the program.

2.3 Deliverables & Timelines

Below are the expected deliverables & outcomes as envisaged in line with the scope of work. Project planning by Agency has to be done accordingly.

Table - A

S. No.	Deliverables (Timelines, T= Project Start Date - Numbers denote months)
1	Project inception report (T+1).
2	High level 1 year implementation plan (T+1).
3	Deliver questions required for indent based exams (as per pre-defined syllabus) (T+1).
4	Strategic Approach and Work plan to implement skill based exam (common & domain syllabus) (T+1).
5	High-Level As-Is, Gap Analysis and To-Be report (T+2).
6	Preliminary Job role-skills mapping report (T+3).
7	Submission of preliminary common & domain syllabus document (T+3).
8	Final Common and domain syllabus document. (T+5)
9	Updated job role-skills mapping report. Yearly
10	Support in preparing workshop material (as and when required after consultation with PEB). Yearly
11	Question bank maintenance report and uses analysis report. Yearly
12	Novel skill based exam analysis and way forward report. Yearly
13	Details Question bank maintenance report in line with Section 2.2.4 & 2.2.5 Yearly
14	Approach/R&D document for effective adoption of latest technologies or best practices from assessment space. Yearly
15	Project completion report (should contain exit management plan)
16	Deliver questions required for exams as work order basis.
17	Standard Operating Procedures (SOP) for Question Item Release Mechanism, Question Authoring Tool, Question Item Validation and Parity & Duplicity Check T+1 and Yearly

Table - B

No.	Description	Timelines (From Project Start Date)
1	Publication of first skill gap analysis report.	10 th Month
2	Publication of second skill gap analysis report.	20 th Month
3	Publication of third skill gap analysis report.	30 th Month

Important Note:

- Work order with specific deliverables will be issued by PEB. Agency can start working on the deliverables listed in the Word Order. The work order will be in line with the scope of work and defined deliverables.
- All deliverables will be finalized after submission by Agency and subsequent sign-off by PEB.
- In case of delay in achieving any milestone which is not attributed to Agency, then PEB may have the right to adjust the timelines and/or define any other activity under these phases.
- Date of issuance of first work order to the selected bidder will be termed as the Project Start Date.

2.4 Payment Terms

Invoices will be raised quarterly against the specific work order issued by PEB in line with scope of work and deliverables, and based on the rates as quoted in the commercial bid. Payment shall be made against invoices after necessary verification, acceptance of deliverables and due diligence by PEB. 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. PEB would process the payment within 30 days of submission and verification of the submitted invoice to Agency. Payable amount will be subject to the deductions as mentioned in SLA & Penalty clauses. Invoices should include appropriate supporting documents against the deliverables. Payment will be made as per the table mentioned below:

Bundle - A

S. No.	Description	Payment
1	Question Items or Question Bank Delivery	<ul style="list-style-type: none">• All invoices will be processed quarterly. Separate invoices must be raised which will include all payments for indent based exams conducted for the quarter and the questions delivered to set up the question bank as mentioned in scope of work and delivery schedule. All quarterly invoices will be processed after submission of prescribed deliverables in Table A and, B

2.5 SLA and Penalty

Subject to conditions of contract if the successful bidder fails to deliver or perform the services within the period(s) as indicated in deliverables, competent authority shall, without prejudice to its other remedies under the contract, deduct from the invoice, as penalty, deduction would be undertaken as per the penalties given below:

Bundle - A

S. No.	SLA Parameter	Penalty		
1.	Incorrect or rejected question/solution submitted by Agency and identified by PEB/External Experts.	Below penalty slabs will be applicable for the following %'s of incorrect, rejected or duplicate questions/solution: <table border="1"><thead><tr><th>% of Incorrect or Rejected or Duplicate Question/Solution</th><th>Penalty</th></tr></thead></table>	% of Incorrect or Rejected or Duplicate Question/Solution	Penalty
% of Incorrect or Rejected or Duplicate Question/Solution	Penalty			

		0 – 2%	05 times per question*
		> 2% - 10%<	10 times per question*
		> 10%	15 times per question* Event of Default & Escalation to PEB and Bidder's Management Max penalty will be 200% of invoice value.
		For the same reason, PEB has to cancel the examination, then the liquidated damage of full cost of re-examination has to be borne by Agency. This would be in addition to the Penalty charges as mentioned above.	
2.	Providing expected number of questions for an identified examination / subject / stream / complexity as per agreed work order & within timelines as communicated by PEB.	<ul style="list-style-type: none"> • Delay on part of Agency to submit question items as per provided timeline, PEB reserves the right to charge 2% penalty on daily basis, subject to the maximum cap of 10%. • For the same reason, PEB has to cancel or postpone the examination, and then the liquidated damage of full cost of re-examination has to be borne by Agency. This would be in addition to the Penalty charges as mentioned above. 	
3.	Leakage of questions before/After exam (for indent based recruitment, eligibility and entrance examinations).	Recovery of full cost of examination and forfeiture of Bank Guarantee. If the leaked question is found to be in the administered exam, then legal proceeding will be initiated against the agency. Legal proceedings will be triggered after it has been ascertained that Agency is responsible for the leak after due enquiry.	
4.	Delay in completing defined phases in Section 2.3 (Table A, B)	20% of the payable invoice amount of that quarter if not delivered within stipulated timelines as mentioned in Deliverables and Timelines. Thereafter 5% of the payable amount per week of delay subject to maximum capping of penalty for delay up to 4 weeks.	
5.	Non-Compliance on timely publication of skill gap reports within the stipulated timeline as mentioned in Table-B of deliverables & timelines.	Rs. 2,00,000 per skill gap report if not published within stipulated timelines. Thereafter 50,000 per week of delay subject to maximum capping of penalty for delay up to 4 weeks. Event of Default & Escalation to PEB and Bidder's Management	
6.	For every other breach of terms and condition of this Agreement or failure to perform and /or delay in	A penalty up to 20% of the payable invoice of quarter amount may be levied.	

	achieving time line as given in Scope of Work	
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PEB expects full commitment from the selected Agency on maintaining the secrecy and integrity of the examination process and the question paper developed for any examination. If there is any incidence of breach of integrity on part of selected agency due to which an examination had to be re-conducted or postponed, PEB reserves the right to charge liquidated damages of full cost of re-examination/postponement of the identified examination.

2.6 Reporting & Review

State Government and/or Director, PEB will constitute a Review Committee consisting of the officials from Professional Examination Board and/or members from State Government to review the work of the engaged Agency.

For the initial period of six months Agency will provide status update progress report on monthly basis in the form of Monthly Progress Report (MPR) for the work as mentioned in scope of work and required deliverables. Review meeting will be conducted once in a month or as required by PEB. Apart from current status update Agency will also have to provide work plan for the next month in the review meeting.

Agency will be required to bring out the issues/problems, if any being faced by the Agency in executing their contractual obligations within a period of 10 days of information about such issues. In case of the issue being attributable to PEB and/or necessary approvals, PEB will make its best possible efforts to resolve the issue and support in issuance of necessary approvals. The Director, PEB will provide support in making arrangements for interfacing between other officials of PEB and officials from other departments as may be required from time to time.

There will also be a bi-annual review of the progress on the action plan and outcome of the work done by Agency in which course correction measures will be adopted by the Agency in line with the feedback received during the bi-annual review.

PART 3 – General Terms & Condition

3 General Terms and Condition

3.1 PEB Right to Use Alternate Service Provider

By signing the contract for development of item bank development, PEB does not provide an exclusive right to the selected service provider for providing question items. 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 quality or timeline or delivery obligations, or the method/scope of conduct of examination is altered in any way which necessitates change to the very process of item bank development.

3.2 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, an 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.

3.3 Exit Management

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

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.

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) 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;
 - d) 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.

3.4 DATA PROTECTION

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

3.5 CONFIDENTIALITY

- 1) Agency will come into possession of confidential public records. Agency shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto. Agency would be required to sign a Non Disclosure Agreement with PEB as per format prescribed in Annexure 9.
- 2) Additionally, the Agency shall keep confidential all the details and information with regard to the Project, during the assessment 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 Agency regarding any forbidden disclosure.
- 4) The Agency 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.

3.6 FORCE MAJEURE

- 1) For purposes of this clause "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

The decision of the PEB in consultation with the Dept. of Science and Technology, Government of M.P., regarding Force Majeure shall be final and binding on the Agency.

- 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 Agency 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 after consultation with the Department of Science and Technology, Govt. of M.P, terminate this agreement by giving a written notice of a minimum 30 days to the Agency, 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.

3.7 RESOLUTION OF DISPUTES

- 1) PEB and the Agency 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 dispute shall be resolved by Arbitration by a sole arbitrator and the proceedings shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision of the sole arbitrator 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) The place of arbitration shall be at Bhopal and courts of the Bhopal shall have exclusive jurisdiction in all matters except if the situation arises for appointing the arbitrator in terms of section 11 of the Arbitration and Conciliation Act, 1996 then the Hon'ble Court of Madhya Pradesh at principal seat at Jabalpur shall alone have jurisdiction.

3.8 LIMITATION OF LIABILITIES

The total cumulative liability of Agency arising from or relating to this agreement shall not exceed the 5 times of Project Value (quoted by successful bidder in Commercial Bid) to be paid by PEB in this project, which gives rise to such liability; provided, however, that this limitation shall not apply to any liability for damages arising from Willful misconduct or indemnification against third party claims for infringement.

3.9 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 or any other 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.

3.10 Resolution of Disputes

1. PEB and the Agency 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 Agency 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 Agency shall ensure that the Project works in a normal way. Such doubts, disputes and disagreement shall not give any reason or freedom to the Agency to interfere in or prevent normal functioning of the Project.

3.11 Third Party Audit (TPA)

PEB will undertake an exercise of Audit and Certification of the system through STQC and Third Party Audit, as soon as the Agency 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. PEB shall nominate STQC for conducting audit and certification, upon intimation by the IA that the system implementation is complete. PEB will bear the cost of STQC certification and payment will directly be made to STQC by PEB.
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 deployed Technology Solution Architecture
 - Review of documented Policies, Process and Procedures
 - Review of deployed Manpower compliance as per the contract
 - Legal & Regulatory Compliance
 - Data Privacy Act Compliance
 - Local Law Compliance
3. The Agency shall cooperate with the third party auditor by providing timely access to the audit pre-requisites, 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 Agency of any deviations from the norms, standards or guidelines at the earliest instance, after noticing the same, to enable the Agency to take corrective action.
 5. Agency 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 Agency 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 Agency.
 8. PEB may appoint third party auditor for auditing the applications/services (including Question Authoring Tool ,application/portal, Various Process of Question Preparation , Security audit, Infrastructure Audit, Process and Control Audit, SLA Monitoring Audit and Information Security Audit).
 9. Selected Agency should ensure that the applications should comply with STQC and GIGW guidelines.

TPA Audit Cycle – Roles & Responsibilities

Sr.	Task List	TPA	Agency	MPPEB
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1	Preparation of Audit plan and audit work programs.	✓		
2	Review and approve the audit plan and audit work programs.			✓
3	Submission of SLA compliance reports, documents, data, supporting evidence and information required for audit activities as per agreed schedule.		✓	
4	Implementation of TPA recommendations.		✓	
5	Provide required support to TPA in form of physical and logical access to deployed system and assets during audits.		✓	
6	Supervision and support to complete audit activities as per schedule.			✓

PART 4 – Bidding Forms

4 Bidding Forms

4.1 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		
2	Annual Turnover	Five years audited financial statements and Certificate by Statutory Auditor or Company Secretary of the firm as per Annexure-8		
3	3 yrs Experience in the business of providing content creation	Certificate by Statutory Auditor or Company Secretary of the firm, together with relevant case study accompanied by work order and completion certificate. Annexure-11		
4	Service & Technical Capability	Self-declaration from statutory auditor detailing the names of all 5 examinations. Certificate from one or more clients. Question bank blueprints/constructs for 5 specific jobs. Annexure-11		
5	Manpower Strength (Own Payroll) 30 full time employees.	Certificate signed by the HR (for 30 full time employees).		

6	Services of at least 20 SME's/domain experts Solution	Individual Profiles for the post of SME's, Psychometricians & Data Scientists. Individual profiles need to be submitted as per Annexure-10.		
7	Experience in analyzing items and their responses using advanced statistical methodologies	Sample statistical analysis that details differentiating various items based on difficulty and other parameters. Client certificate/Self certificate with relevant proofs on using any advanced statistical methodology in any one of the examinations.		
8	Question Bank rejection criteria	Certificate from 2 clients/Historical information regarding number of question deleted/updated/option changed and duplicate with relevant proof (Public data available in website, Previous archive data which can be verified) Relevant Information should be in tabular form clearly mention that Client Details, Examination Name with date, number of question delivered and question deleted/updated/option changed		
9	Post skill mapping.	Self-declaration signed by the Authorized Signatory including name of Exam, post and the mapped skill.		
10	Technology Capability	Self-declaration signed by the Authorized Signatory including name of tool and brief description (1 pager for pre-exam and 1 pager for post-exam) about tool highlight their key features. If the tool is developed internally, name may be omitted.		
11	Blacklisted Entity / Debarment	Certificate signed by the Authorized Signatory as per 4.9 Annexure-7 Declaration that the bidder is not blacklisted		
12	The bidder must have a valid ISO /	Copy of ISO certification		

	IEC 27001 or ISO 9001			
13	Power of Attorney	As per As per 4.14 Annexure-12 Power of Attorney		
14	Document Fee	Submission proof		
15	Earnest Money Deposit	Submission proof		
16	Particulars of the Bidders	4.4 Annexure-2 Bidder Information Form		

4.2 Compliance Sheet for Technical-qualification Proposal

S.No	Pre-qualification Criteria	Documentary Evidence Required	Provided (Yes /No)	Reference & Page Number
A. Firm credentials				
1	Question bank blueprints/ constructs based on skills	Certificate from client(s) covering name of exams and job roles. Question bank blueprints/constructs. Annexure-11		
2	The bidder should have average annual turnover (last 5 financial years)	Certificate by Statutory Auditor or Company Secretary of the firm as per Annexure-8		
3	3 yrs or more experience in the field of Item Bank Development services within India:	Certificate by statutory auditor and Certificate from clients		
4	Successfully completion of 3 Projects with	Certificate from clients		

	Government agencies / Departments / Exam Conducting Bodies.			
5	Profiles of Subject Matter Experts (SMEs)	Certificates from head HR and Individual Profiles for the post of SME's, Psychometricians & Data Scientists. Individual profiles need to be submitted as per 4.12 Annexure-10 Profile of SME		
6	Size of Question Bank – Common Syllabus	Certificate by statutory auditor and Certificate from clients		
7	Work with organizations on Common Syllabus/ Score and Question Bank model.	Supporting document for engagement on assessment reforms and certificate from client including engagement date and outcome of engagement.		
8	Skills Gap analysis and Skills Gap analysis Report publication experience.	Client certificate/ self-certificate with relevant proofs on the Skill-gap analysis. Skill-gap analysis reports published in the past.		
9	The bidder should have experience in following aspects:- 9.1. Item Response Theory (IRT) 9.2. R&D model use of emerging technologies. 9.3. Pre and Post exam activities 9.4. Adaptive exams	9.1 Client certificate and self-certificate with relevant proofs on the application of IRT or advanced statistical methodologies in one or more exams. Sample statistical analysis that details differentiating various items based on difficulty and other parameters need to be submitted. 9.2 Documentation can be High Level Design Document or any other published report/study, newspaper articles etc. that covers the required aspects 9.3 Self-declaration signed by the Authorized Signatory including name of tool and brief description (1 pager) about tool highlight their key features. If the tool is developed internally, name may be omitted. 9.4 Certificate by Statutory Auditor or Company Secretary of the firm, together with relevant case study accompanied by		

		work order and completion certificate.		
B. Approach & Methodology				
1	Approach & Methodology	A. Technical Presentation (PPT) of not more than 30 slides. B. Technical proposal document should range between 15-20 pages.		

4.3 Annexure-1 Format for the Bid Covering Letter

(On the Company Letter Head)

To

Director
Professional Examination Board,
“Chayan Bhawan”, Main Road No.1,
Chinar Park (East), Bhopal – 462011

Sub: Request for Proposal (RFP) for “Selection of Agency to provide Question Bank and support Skill Based Examination” - Submission of Application reg.

Dear Sir,

In response to your invitation for RFP published in the website <https://www.mptenders.gov.in> we are interested in participating in this RFP process towards “Selection of Agency to provide Question Bank and support Skill Based Examination at PEB” and are submitting our application for the same.

The Applicant details are as follows –

1. Name of the Organization:
2. Authorized Contact Person and Designation:
3. Postal Address of the Authorized Contact Person:
4. Landline and Mobile Number of the Authorized Contact Person:

5. Email ID of the Authorized Contact Person:

We hereby certify that-

- A. **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with ITB (Instructions to Bidder).
- B. **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB (Instructions to Bidder).
- C. **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the PEB or any other Indian government entity based on execution of a Bid Securing Declaration or Proposal Securing Declaration in accordance with ITB (Instructions to Bidder).
- D. **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements.
- E. **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS (as amended, if applicable) from the date fixed for the Bid submission deadline specified in BDS (as amended, if applicable), and it shall remain binding upon us, and may be accepted at any time before the expiration of that period.
- F. **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document.
- G. All the statements made and information furnished in the application and the enclosures are true and correct.
- H. We have furnished all information and details necessary for RFP and have no further pertinent information to supply (unless specifically asked for by the PEB at a later stage).
- I. We agree that the Director, PEB or their authorized representatives can undertake verification of the documents submitted by us in response to this RFP.
- J. We submit certificates and documents in support of our suitability, technical knowhow and capability for having successfully providing the required supply of the tools / implements, in prescribed format.
- K. We agree to provide any additional information as requested by PEB towards the evaluation of our application.
- L. We agree that the discretion and decision of the PEB in respect of the Request for Proposal (RFP)

for "Selection of Agency to provide Question Bank and support Skill Based Examination" to be final.

M. **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

N. We undertake that, in competing for (and, if the award is made to us, in executing) the above assignment, we will strictly observe the laws against fraud and corruption in force in India.

O. Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us.

Name of the Bidder: (insert) _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: (insert)

Title of the person signing the Bid: (insert) _____

Signature of the person named above: (insert) _____

Date signed (insert) _____ **day of** (insert) _____

NOTE:

- No Joint Ventures of joint bids/Consortium are allowed to participate and bid in this RFP
- Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

4.4 Annexure-2 Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date of this Bid submission: *Date, time and place to be inserted*

RFP No.: *RFP number to be inserted*

S.NO	PARTICULAR	DETAILS
1	Name of the Organization	
2	Registered Office Address	
3	Organization Status (Pvt. Ltd Company/ Partnership Firm/Govt., etc.)	
4	Year of Establishment	
5	Society/Company Registration No. & Date of Registration	
6	PAN No	
7	GSTIN	
8	Name of Proprietor / MD / CEO/ Managing Partner	
9	Authorized Contact Person and Designation	
10	Address for Communication	
11	Landline No.	
12	Mobile No.	
13	Fax No.	
14	E – Mail Address	
15	Website Address	

4.5 Annexure-3 Price Schedule Form

Date:

To,

Director
Professional Examination Board
Chayan Bhawan Main Road No.1,
Chinar Park (East), Bhopal – 462011

Subject: Submission of Financial Bid for “RFP for Selection of Agency to provide Question Bank and support Skill Based Examination”

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, hereby quote the rates as mentioned below. To meet such requirements and to provide services as set out in the Bid document following is our quotation summarizing our commercial proposal. We understand that the rate card quoted can be compared in individual capacity by Professional Examination Board.

Bundle - Question Bank: Quantitative, Verbal – English and Hindi; Aptitude - General Awareness, ICT Literacy, Management, Logical Reasoning, Math etc.

S. No.	Unit	Price (in number)
1	Per question Rate	
	Total Price in words	

Note:

* - Quoted Rates per Question Item 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 “number” and “word format”, “word format” will be considered.

The above rates include the Questions required for practice tests and employability tests in-line of the scope of work.

We undertake, if our proposal is accepted, we will obtain a performance security issued by a scheduled bank in India / acceptable to PEB for a sum of **10% of the Bid Value or Rs. 30,00,000 (Rupees Thirty Lakh Only)**, whichever is higher, for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response,

together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the PEB is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PEB as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

(Signature)

(In the capacity of).....

Duly authorized to sign the Bid Response for and on behalf of: (Name and Address of Company)

Seal/Stamp of bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I amof the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date:

Place:

Name and Designation with Seal

4.6 Annexure-4 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

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Proposals No. _____ ("the RFP").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of INR _____ (Rupees _____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Covering Letter ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.
- (c) The PEB will have the right to inform the bank regarding the penalties and revoke the bank guarantee

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

Date _____

Place _____

Witness _____

Signature _____

Printed name _____

4.7 Annexure-5 Form of Bid-Securing Declaration

RFP No:

Date:.....

To,

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

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding or submitting proposals in any contract with the Purchaser for the period of time of *three (3) years* starting on the date of issue of this RFP, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Covering Letter; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.
- (c) have taken order and not delivered as per the order. (Penalties will be deducted from the bank guarantee)

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

4.8 Annexure-6 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 Selection of Agency to provide Question Bank and support Skill Based 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 as evidenced by imposition of a penalty 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.
- 3.2 I/We further declare that no dispute is pending in regard of imposition of penalty before any arbitral or judicial authority
Or
- 3.3 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 1.3.1 Pre-qualification Criteria of RFP document.
 - c) I/We declare that resolution of Board/ authorized signatory is attached forbid 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,

4.9 Annexure-7 Declaration that the bidder is not blacklisted

(To be submitted on the Letter head of the responding agency)

{Place}

{Date}

To,

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

Ref: RFP Notification on "Selection of Agency to provide Question Bank and support Skill Based Examination"

Subject: Self Declaration

Dear Sir,

We confirm that our company, _____, is not blacklisted in any manner whatsoever by any Government agency of the State/UT/PSU/ Central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Place:

Date:

Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

4.10 Annexure-8 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 PROVIDING CONTENT CREATION & ONLINE EXAMINATION SERVICES”

Year	Total Annual Turnover (INR)	Annual Turnover from providing content creation & Online Examination Services (INR)
2014-15		
2015-16		
2016-17		
2017-18		
2018-19		
Average Turnover		

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

4.11 Annexure-9 Non-Disclosure Agreement

(to be executed post LOA to selected bidder)

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, 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 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.
 - vi. To comply with any other reasonable security measures requested in writing by the Disclosing Party.
 - vii. 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.
 - viii. To not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.
- 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 the<<name of Service Provider Agency>>
(Receiving Party)

(_____)

Name:

Designation:

DATE:

WITNESSED BY:	Name	Address
Signature		

1.

2.

4.12 Annexure-10 Profile of SME

Name : SME-1 (Mention SME-1,2,3.....n)				
Type of SME Quantitative or Verbal or Aptitude or Domain (specific domain) Mention is Psychometrician or Data Scientist				
SME information	Nationality:		Date of birth	
	Professional Qualification	University Name	Year of Graduation	Pass %
	Details of work experience year-wise/assignment (Project wise)			
Engagement by current organization	<Engagement Date> to till date			

This is to certify that < SME 1,2,3,....n> has been engaged by us on <date> for working as a subject matter expert on our payroll for creating/providing questions related to <Name of domain> domain.

< SME 1,2,3,....n> is working with us till date and is working on creating/providing questions for <name of subject> to us.

Signature (HR head of the organization)

Name

Organization Seal

Date

4.13 Annexure-11 Details of assignments (Project Details)

Name of Bidder _____

Use a separate sheet for each Assignment.

1	Name of Assignment	
2	State and Country in which the Project is implemented	
3	Name of Client	
4	Scope of work	
5	Total Cost of the Assignment (in INR)	
6	Date of award/completion	
7	Term of the Assignment in months	
8	Total Number Question Delivered (Common Syllabus Question)	
9	Total Number Question Delivered (Domain Syllabus Question)	
10	Total Number of SME's deployed	
11	Used Emerging Technologies/ methodology (Cloud/Machine learning/IRT/Adaptive Exam/R&D Model/Assessment Reforms)	

Signature of Bidder _____

Date _____

4.14 Annexure-12 Power of Attorney

Whereas the PEB has invited bids from the interested bidders for "Selection of Agency to provide Question Bank and support Skill Based Examination" (hereinafter referred as "the Project") in PEB.

Whereas, _____ (referred as "Bidder") being interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project,

NOW THEREFORE KNOW ALL MEANS BY THESE PRESENTS

I, M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] do hereby irrevocably designate, nominate, constitute, appoint and notarized Mr./Mrs./Miss. _____ s/o, _____ D/o _____ Resident of _____, true and lawful attorney of the Bidder (hereinafter referred to as the "Attorney") and hereby irrevocably notarized the Attorney to conduct all business for and on behalf of the Bidder during the bidding process and, in the event the Bidder is awarded the Concession/ Contract, during the execution of the Project, and in this regard, to do on behalf of the Bidder, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bid and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Bidder and generally to represent the Bidder in all its dealings with the Concessing Authority/ Confirming Party, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Bidder's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Government and Concessing Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power namely board resolution and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by Bidder.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS DAY OF

For _____

(Name & Title)

For _____

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by the Bidder)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law namely duly on required stamp duty and the charter documents of the notarized no(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 Bidder should submit for verification documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

Seal/Stamp of bidder

4.15 Annexure-13 Undertaking on Exit Management and Transition

Date: []

To,

Director
Professional Examination Board,
Chayan Bhawa, Chinar Park (East), Bhopal – 462011

Sub: Undertaking on Exit Management and Transition

Dear Sir,

I/We hereby undertake that at the time of completion of our engagement with the Department, either at the End of Contract or termination of Contract before planned Contract Period for any reason, we shall successfully carry out the exit management and transition of this Project to the PEB or to an agency identified by PEB to the satisfaction of the PEB. I/We further undertake to complete the following as part of the Exit management and transition:

We undertake to complete the updation of all project documents and other artefacts and handover the same to PEB before transition.

We undertake to design standard operating procedures and document the same and train PEB personnel or the personnel nominated by PEB on the same.

If PEB decides to take over the operations and maintenance of the Project on its own or identifies or selects any other agency for providing operations & maintenance services on this project, then we shall provide necessary handholding and transition support, which shall include but not be limited to, conducting detailed walkthrough and demonstrations, handing over all relevant documentation, addressing the queries/clarifications of the new agency, conducting training sessions etc.

I/We also understand that the exit management and transition will be considered complete on the basis of approval from PEB.

Yours faithfully,

(Signature of the Authorized signatory of the Bidding Organization)

Name:

Date:

Designation:

Time:

Seal:

Business Address: