

U.P. STATE MEDICAL FACULTY

REQUEST FOR PROPOSAL (RFP)

For Answer Book Scanning and On-Screen Marking System

Tender Document

The Secretary,
U.P. STATE MEDICAL FACULTY
5, Sarvpalli Mall Avenue Road, Lucknow - 226001 (U.P.) India
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7219

RFP NO.: /SMF/16.08.2023

DATE: 16.08.2023

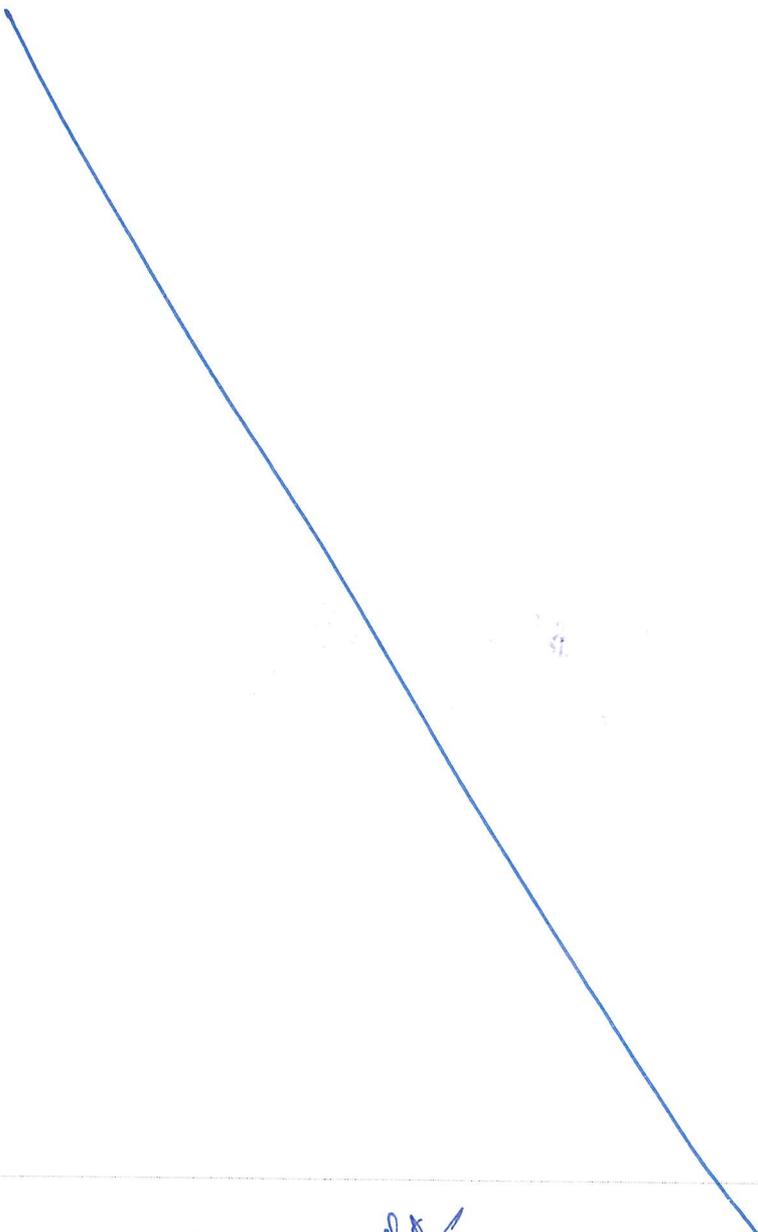
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1. Fact Sheet

S. No	Particulars	Details
1	Tender ID	: 7219 /SMF/16.08.2023
2	Tender date	16.08.2023
3	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method
4	RFP issued by	The Secretary, U.P. STATE MEDICAL FACULTY 5, Sarvpalli Mall Avenue Road, Lucknow - 226001 (U.P.) India
5	Availability of RFP	RFP can be downloaded from Website: https://upsmfac.org
6	EMD	Earnest Money Deposit of ₹ 1,00,000/- Demand Draft in favour of The Secretary, U.P. State Medical Faculty payable at Lucknow from any of the scheduled bank.
7	Bid validity	90 days
8	Nodal Officer for correspondence and Clarification	SHRI ATUL VARSHNEY Computer Programmer Email Id: upmedicalfaculty@upsmfac.org Mobile: 9415568544
9	Last date for Pre bid queries	24.08.2023 (02:00 PM)
10	Pre bid conference	25.08.2023 (11:30 AM)
11	Last date of bid submission	Proposals must be submitted no later than 08.09.2023 (02:00 PM)
12	Opening of Technical bid	08.09.2023 (03:30 PM)
13	Presentation & Demonstration	11.09.2023 (02:00 PM onwards)
14	Opening of Financial bid	To be communicated later

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2. Request for Proposal

Tenders are invited from eligible, reputed and qualified IT Firms with sound technical and financial capabilities for implementation and maintenance of Answer Book Scanning and On-Screen Marking System for various examinations of U.P. State Medical Faculty as detailed out in the Scope of Work of this RFP Document. This invitation to bid is open to all Bidders meeting the pre-qualification criteria as mentioned in this RFP Document.

2.1. Background Information

Basic Information

- a) The Secretary, U.P. State Medical Faculty invites responses ("Proposals") to this Request for Proposals ("RFP") from Companies / Agencies ("Bidders") for selection of "Service Provider".
- b) Proposals must be received not later than the time, date at the venue mentioned in the Fact Sheet. Proposals received after the deadline will not be considered in this procurement process.
- c) Interested bidders are advised to study the RFP document carefully. Submission of response shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

2.2. Project Background

The Secretary, U.P. State Medical Faculty intends to implement a system that will manage the Answer Book Scanning and On-Screen Marking process. The system shall mainly comprise of the following activities:

- Scanning of Answer books
- On-screen Marking
- Post marking activities

2.3. Key Information

- Total number of Answer books will be approximately 4,00,000 per year
- Number of pages/ sides per answer book – 14 pages/ 28 sides
- Expected duration to complete the scanning activity – 10 days per examination
- Expected duration to complete the marking activity – 20 days per examination
- Number of scanning centers – 1 in central location at Lucknow
- Number of evaluators to be accommodated – 200 (with 10% variance)
- Number of evaluations per Answer book – Single

3. Scope of Work

This Scope of Work has been divided into following three broad phases

- Pre-Marking Phase
- Marking Phase
- Post Marking Phase

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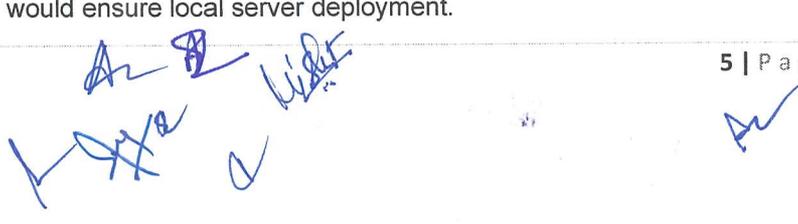
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Note – Following shall be made available by The Secretary, U.P. State Medical Faculty:

- Scanning center with space for storage and scanning, power back up, FAN/ Air Conditioner, storage racks, Internet connectivity, Furniture such as table and chairs, housekeeping staff and security guards.
- Question paper and marking scheme.
- Evaluators for conducting the marking activity.

3.1. Pre-Marking Phase

- The service provider should design the Marking plan and Marking process in consultation with The Secretary, U.P. State Medical Faculty for:
 - A. For Scanning Centers
 - B. Complete Security management processes (Physical and IT for scanning center and Marking etc.)
 - C. Evaluator handling process
 - D. Click by Click Audit processes
 - E. Training of Moderators /Evaluators and confidential section staff of customer on On-screen Marking towards capacity building of all involved stakeholder(s)
- The service provider would prepare and provide documentary manuals for all processes for safe and secure scanning of Answer books, conduct of Marking to be followed along with scanning and on-screen marking software requirement, implementation strategy, infrastructure set up plan, operational support system, hardware requirement, rules for contingency and exception handling/ emergency Procedures.
- The service provider would setup scanning center at a central location identified by The Secretary, U.P. State Medical Faculty.
- The Answer books in sealed bags/Packets received from examination center will be handed over to the service provider by U.P. State Medical Faculty officials for sorting, counting, comparing with Answer books Performa submitted by the U.P. State Medical Faculty Official giving details on actual number of Answer books received from exam center for processing leading to scanning and On-screen Marking. The suitable number of trained manpower for opening sealed packets/bags contains Answer books and statements shall be supplied by the service provider.
- Sufficient number of scanners, hardware, etc. and required expertise manpower should be provided by the service provider to complete the entire work within 10 days of each examination.
- A secret coded number should be added to each answer book to hide the identity of the candidate.
- Scanning should be done by cutting the spine of the Answer Booklet by deploying appropriate Scanners.
- All the pages of the Answer books should be scanned, including blank pages and identified with the scripts ID number as printed on the Answer Scripts pages.
- The Secretary, U.P. State Medical Faculty will provide Internet facilities with bandwidth as per the requirement.
- The Secretary, U.P. State Medical Faculty will provide required security personal to ensure the security of physical Answer Scripts Bags kept at the scanning center.
- Scanning should be done with actual colors not BW, and also with most appropriate resolution.
- The service provider would ensure local server deployment.



- The service provider must provide an application utility to ensure that the number of pages in scanned answer book is equal to the number of pages of an answer book.
- The scanned answer books to be securely uploaded to the service provider's Data Center and then made available to the evaluators for On-screen Marking by the service provider.
- The service provider shall undertake to train the officials of confidential section, the Moderators /Evaluators appointed by The Secretary, U.P. State Medical Faculty to know the process of On-screen Marking. Later the Moderator /Evaluator will be trained as per the marking scheme (if any) provided by The Secretary, U.P. State Medical Faculty. A detailed report of evaluators and their performance for each day shall be shared with The Secretary, U.P. State Medical Faculty.

3.2. Marking Phase

- The service provider would manage the complete Marking process.
- The software should facilitate for standardized and unbiased marking using Answer book Benchmarking process.
- The service provider would provide unique username/ password to the evaluators.
- The software should support evaluator verification using OTP or Facial recognition process.
- The software should support online training using real marking images or service provider should have web-based training module.
- The scoring process should maintain anonymity, where evaluators only receive the image of the response without any student information
- The software should allow for flexibility in scoring supervision (e.g., Supervisors can monitor evaluators assigned to one exam, to a group of exams or to a subject or group of subjects.)
- The software should be able to allow for flexible workflow (e.g., the Supervisor/Administrator should be able to define how much work one or more evaluators receives)
- The software should allow for flexibility in the scoring process e.g., flexibility in seeing entire question booklets or one at a time.
- The software should ensure the evaluators are verified at regular intervals using pre-defined method, either OTP authentication or facial recognition.
- There should be software-based validation/ check to ensure that evaluator has visited each and every page/question of an answer book.
- The software should be able to alert the supervisor/ administrator when the multiple scores of an answer sheet result in very diverse scores.
- The software should allow for the real-time checking of evaluator's work quality.
- The software should allow for real time supervisor access to any evaluator's work as well and to exams already scored, with the ability to modify assigned scores.
- The software should maintain complete log of all activities of evaluators during the course of Marking to enable complete audit ability of the Marking process.
- The software should auto calculate marks obtained by each candidate.
- The software should support real time reports to monitor evaluators' production and scoring operation progress.
- The software should support the daily marking report post scoring by the evaluator
- The software should allow for customized results reports based on user needs or service provider should have standard reporting format
- The service provider would ensure transfer/export of the data in encrypted format including raw scores data from the Evaluator to Central Data Center.

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K A
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3.3. Post Marking Phase

- The service provider would submit data reports soft copy as per format provided by The Secretary, U.P. State Medical Faculty during the entire period of contract to The Secretary, U.P. State Medical Faculty or any other officer designated by The Secretary, U.P. State Medical Faculty for use by The Secretary, U.P. State Medical Faculty or any other designated agency for result preparation, research as decided by The Secretary, U.P. State Medical Faculty.
- The service provider would submit a certificate to the effect that no data in any form concerning the project or its outcome will be shared /supplied /sold to any party/individual by the service provider and the selected service provider will be liable under relevant clauses of I.T. Act for any breach of this clause.
- The service provider would submit soft copies of all the evaluated answer books.

3.4. Features required in the On-screen Marking Software

1. Provision for automatic back up of evaluated answer books.
2. User account management i.e., addition, modification and enabling/disabling of Evaluators and Moderators.
3. Answer books management i.e., mapping of answer books.
4. Security setting for setting of passwords.
5. Provision for evaluator verification using OTP or facial recognition.
6. Provision for evaluator verification at regular intervals during the marking process.
7. Provision for Benchmarking of Answer Book for standardized and unbiased marking
8. Provision for marking of question by Evaluator as evaluated, optional, marked for review or not attempted.
9. Evaluated check box to ensure that Evaluator has visited each and every page of an answer book.
10. Evaluator comment box for each question.
11. Provision for zooming of answer books for proper viewing.
12. Provision for skipping of an answer book by an Evaluator if the same is in different medium / subject or not properly scanned with reason.
13. Provision to Save an answer book as draft to evaluate at a later stage on the same day.
14. Provision for marking of audio and video responses.
15. Provision for reviewing of any answer book.
16. Provision for viewing of evaluated answer books.
17. There has to be a command center to know the status of overall marking.
18. Provision of forecasting report of marking to enable customer to know the timeline to complete the entire marking process and number of evaluators/ moderators required.
19. Provision of restriction of marking/ reviewing time as the evaluators and moderators can perform actions only in the time stipulated by The Secretary, U.P. State Medical Faculty.
20. There should be dashboard displaying the following
 - a) Daily and consolidated Evaluators' attendance
 - b) Daily and consolidated Moderators' attendance
 - c) Daily and consolidated Subject-Medium wise Evaluator details
 - d) Daily and consolidated Subject-Medium wise Moderator details
 - e) Skipped Answer book Details (till date)
 - f) Overall Subject-Medium wise Marking/Pendency (till date)

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21. Providing password to each and every Evaluator through Authorized Representative nominated by The Secretary, U.P. State Medical Faculty and the password has to be changed on the 1st login
22. Date wise working hours report of Evaluators and Moderators
23. Availability of answer books, question paper and marking scheme on the computer nodes of each and every Evaluator.
24. After scanning of answer books, the delivery of digitized answer books to the Evaluators can be done through bidder's evaluation software.
25. Enabling of security settings for Moderator's authentication.
26. Maintaining audit log of each and every Moderator and Evaluator of the agency.
27. Provision for forgot Password and secret question settings.
28. Annotation of each and every question and page of answer books.
29. Provision of timer on computer node of each and every Evaluator to know the time taken in marking of answer book.
30. Provision for subject/medium wise selection of answer book.
31. Provision of message broadcasting to evaluators/moderators
32. Provision for configuration of multi-lingual question paper.
33. Provision of selection of question paper by Evaluator If a subject-medium has multiple question papers with set categorization, the evaluator can choose the appropriate question paper from the question paper list
34. Provision of re-opening of submitted answer books by Moderator for marking.
35. Evaluators and Moderators online feedback.
36. Provision for reviewing based on the rules shared (No of Answer Book will be reviewed)
37. Provision of setting of minimum time of marking of an answer book to avoid fast and possibly inaccurate evaluated answer book.
38. Setting of limit/ceiling for maximum no. of books to be evaluated by an Evaluator.
39. Mandatory provision for marking of 10% (can be changed from time to time) answers books by the Moderator.
40. Detailed audit log of marking.
41. Provision for PDF / JPG /JPEG view of answer books.
42. Provision for Subject – Medium wise Evaluator report for moderator to generate the report of marking for a subject-medium-evaluator combination during any date range in the marking period
43. Provision of viewing Answer book in Landscape/Portrait orientation
44. Provision of revisiting/ editing the marks/ marking by evaluator of evaluated answer book on same day
45. Provision of easy assignment of marks as the evaluator can assign full or 0 marks for an answer by selecting the same from the drop down at the question level. In case of sub-questions, the full or 0 marks are awarded automatically
46. Provision of keyboard shortcuts to enable evaluator to evaluate the answer books faster
47. Provision for Marking of answer books by two (2) different evaluators (subject and medium wise). The provision also should be provided to select best of the two or average scores and if the discrepancy is more than the set limit (10% or 15%), the answer book will be reviewed by the Moderator of the subject and medium to which he/she is mapped.
48. The software should have an enhanced search operation facility to enable moderator to view the details of an individual answer book and the percentage range for viewing the evaluated / reviewed answer books by specifying the answer books code
49. The following reports needs to be generated by the On-screen Marking software:

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- a) Date wise Moderators and Evaluator attendance report
 - b) Subject-Medium wise Evaluator detailed report
 - c) Subject-Medium wise Moderator detailed report
 - d) Skipped answer books' detailed report
 - e) Overall Subject-Medium wise Marking/Pendency report
 - f) Evaluator detailed report
 - g) Variance report in case of discrepancy in the marking of Evaluator (s) and Moderator(s)
50. Provision for printing of answer book(s) with all annotation of marks (for example Tick right or wrong), if marked by Evaluator as per requirement.

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4. Essential Technical Pre-requisite

- 1) The bidder should be a company/ firm registered (minimum 5 years old) in India. The registered bidder should be operating in India for a minimum of 3 years with an objective of offering relevant Answer Book Scanning and On-Screen Marking System that are the subject matter of this tender.
- 2) The bidder should participate as a single entity, no consortium or group companies will be allowed.
- 3) The bidder shall be single point of contact with The Secretary, U.P. State Medical Faculty and shall be solely responsible for the execution and delivery of the work.
- 4) The average turnover of the bidder should be minimum 10 crores (excluding GST) during last 3 consecutive financial years (attach CA certificate). The turnover should be of the bidder and not of the group companies or consortium. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concerns etc. for 2019-20, 2020-21 and 2021-22 (please provide Annual turnover details and audited financial statements).
- 5) The Bidder should be registered with appropriate tax authorities such as Income Tax, GST and should submit valid certificates of registration with these authorities.
- 6) The bidder should have on his pay roll minimum 50 Technical and Administrative employees for the proper execution of the contract (attach CA certificate).
- 7) The bidder should have successfully executed at least 3 similar projects in India for Central or State University/ School Boards/ Public Service Commission/ Central or State Government owned Technical or Management Institutions and also have executed similar project of not less than 3 Lacs Answer book in any one year during the last 3 years. (Please attach copies of Work Order/ Contract/ Agreement/ Completion Certificate with clear details of scope of work)

Assignments of similar nature must include the major activities such as Scanning and Digitizing of the pages of Answer books, preparation for Center based/ Internet based On Screen Marking, training of Evaluators and Supervisors/ Moderators, dynamic allocation of digitized Answer books to Evaluators, Providing the tabulated marks to the Central or State University/ School Boards/ Public Service Commission/ Central or State Government owned Technical or Management Institutions in soft copy format.

- 8) The bidder/ group companies must have primary data center with DR site infrastructure for data Security. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be Cert-In certified as per Govt. of India guidelines.
- 9) The bidder must have valid authorized and globally accepted certifications i.e., ISO-27001, ISO 20000, ISO 9001 and SEI CMMi Level 3 (attach copies along with Annexure-III).
- 10) The contract shall be on "End to End outsource basis" and the bidder should have all relevant facilities and logistics available to execute the work.
- 11) The bidder should own the complete source code of the software being used for conducting the On-screen Marking.
 - a) The bidder should have all the necessary components and dependency of source code of on-screen marking system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by The Secretary, U.P. State Medical Faculty must be met immediately.
 - b) Different versions of Software code should be managed appropriately in a standard version control system within the organization.



- c) Software code should have multiple backup systems in place so that anytime source code can be recovered in case of any disaster.
 - d) The bidder should own the test cases and regression testing code to produce, to prove that they have done necessary testing of the software to scale up to conduct large scale marking. Testing should not be limited to system features and functionality. The system used to conduct the Marking must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
 - e) The bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the Marking.
 - f) The bidder should have in-house quality assurance group and a strong quality management system to do quality check of the software.
 - g) Proper security provision for source codes shall be maintained.
- 12) The proposed software should be Govt. of India compliant CERT-IN certified for IT security.
 - 13) At any time before the submission of bids, The Secretary, U.P. State Medical Faculty may amend the tender by issuing an addendum in writing or by standard electronic means. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended if required by The Secretary, U.P. State Medical Faculty has right to cancel or modify the tender.
 - 14) Even though bidders may satisfy the above requirements, they may be disqualified if they have:
 - a) Made misleading or false representation or facts or deliberately suppressed the information to be provided in the forms, statements and enclosures of this document. Record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
 - b) If confidential inquiry reveals facts contrary to the information provided by the bidder.
 - c) If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.
 - 15) A bidder should have not been blacklisted by any State/Central Government or its undertakings and local bodies of India (undertaking to be submitted on a non-judicial stamp paper).
 - 16) Any conditional bid would be treated as non-responsive, hence rejected.

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5. Scoring Model

S. No.	Criteria	Score
1	Bidder's Credentials	30
1.1	Legal Structure	5
	Partnership /Proprietary /Limited Liability Partnership	2
	Private Limited	4
	Public Limited /Corporation	5
1.2	Annual Turnover INR (average of last 3 financial years as in the pre-qualification criteria)	10
	10 Crores to 50 Crores	4
	51 Crores to 100 Crores	7
	Above 100 Crores	10
1.3	Overall on-roll staff strength (Technical and Administrative employees) in companies payroll	15
	50- 100	6
	101-300	11
	>300	15
2	Bidder's Certification for the last 3 consecutive years	20
	Certifications	
2.1	CMMi level Development	10
	CMMi level 3 Development	4
	CMMi level 4 Development	7
	CMMi level 5 Development	10
2.2	CMMi level Services	10
	CMMi level 3 Services	4
	CMMi level 4 Services	7
	CMMi level 5 Services	10
3	Bidder's Infrastructure	10
3.1	Primary Data Center with Secondary DC site to be managed by the bidder for data Security	10
	Tier III DC with Secondary DC infrastructure outsourced by the bidder	4
	Tier III DC with Secondary DC infrastructure owned by the bidder with Cert-in Certified infrastructure	7
	Tier IV DC with Tier III Secondary DC infrastructure owned by the bidder with Cert-in Certified infrastructure	10
4	Bidder's Experience	20
4.1	No of Answer books evaluated through computers in a single year in India for Central or State University/ School Boards/ Public Service Commission/ Central or State Government owned Technical or Management Institutions	10
	3,00,000 – 4,00,000	4
	4,00,001 – 5,00,000	7
	>5,00,000	10
4.2	No of Assignments in On-screen Marking completed in India for Central or State University/ School Boards/ Public Service Commission/ Central or State Government owned Technical or Management Institutions	10

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	=3 assignments	4
	4 - 5 assignments	7
	>5 assignments	10
5	Presentation and Demonstration	20

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6. Evaluation of Bids

6.1. Technical Evaluation

- 1 Detailed technical evaluation shall be carried out along with other conditions in the tender document to determine the substantial responsiveness of each tender. For this clause, the substantially responsive bid is one that conforms to all the eligibility and terms and condition of the tender without any material deviation.
- 2 The evaluation committee may call the responsive bidder(s) who comply with all terms and conditions of the tender for discussion and presentation to facilitate and assess their understanding of the scope of work and its execution. The bidder should give a detailed presentation on how their technology is best suited for U.P. State Medical Faculty. However, the committee shall have sole discretion to call for discussion/presentation.

6.2. Financial Evaluation

The Financial Bid of those Bidders who have been found to be technically eligible will be opened. The Financial bids of ineligible bidders will not be opened.

The Financial Bids shall be opened in the presence of representatives of technically eligible Bidders, who may like to be present. The Secretary, U.P. State Medical Faculty shall inform the date, place and time for opening of the Financial Bid.

6.3. Evaluation and Comparison of Bids

60% weightage will be awarded for Technical Evaluation and 40% weightage will be awarded for Financial Evaluation

Technical Bid will be assigned a technical score (Ts) out of a maximum of 100 points, as per the Scoring Model provided in the previous section. To qualify for the Financial Evaluation of the bid submitted by any bidder, the Technical Score (Ts) must be more than 60.

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

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

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

$F_n = F_{min}/F_b * 100$ (rounded off to 2 decimal places) Where,
F_n= Normalized commercial score for the Bidder under consideration
F_b= Absolute financial quote for the Bidder under consideration
F_{min}= Minimum absolute financial quote

Composite Score (S) = Ts * 0.60 + F_n * 0.40

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

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7. Important Instructions

1. The Bidder should follow defined Software Change Management processes to manage changes in the software. Such a process would include Change Request Management, Impact Analysis, Change Approval, Change Implementation, Version Control, Version labelling, Testing, QA Certification and Deployment into production.
2. The Bidder must employ multiple backup systems including offline backups to securely maintain the software and its corresponding source code.
3. The Bidder should have an in-house quality assurance and product testing team with a robust quality management process that are followed to test and certify the system used to conduct the Marking. The bidder should maintain documented test cases and maintain evidence of successful test execution covering all test cases. Rigorous testing must be done for major as well as minor and patch releases.
4. Testing should not be limited to system features and functionality. The system used to conduct the Marking must be tested for Performance, Security, Usability, High-Availability, Business Continuity, and Disaster-Recovery.
5. The Bidder should design a high-performance system and conduct performance tests to verify successful achievement of high concurrency, fast response time, and long-stress duration required of the system used to conduct the Marking. Results of such performance tests should be made available for each major release of the system used to conduct the Marking.
6. The Bidder should design a highly secure system and conduct security tests to verify that there are no vulnerabilities that can make the system susceptible to attacks. Comprehensive testing of source code, software binaries, and the infrastructure must be carried out. Results of such security tests should be made available for each major release of the system used to conduct the Marking.
7. Suitable emergency management plans towards any crisis situations/redundancy of servers, nodes additional center locations, students' data etc. should be maintained by the Bidder.
8. The Bidder should be able to support the entire solution (across INDIA) on a 24 x 7 basis with a maximum response time of 3 hours.
9. At any time before the submission of bids, The Secretary, U.P. State Medical Faculty may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders shall acknowledge receipt of all amendments.
10. If the amendment is substantial, Bidder(s) shall be given reasonable time to make amendment or to submit revised bid and the deadline for submission of bids will be extended by The Secretary, U.P. State Medical Faculty.

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8. General Information

The tender is a "Two Bid" document. The technical bid should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial bid should contain only commercials. Both bids should be kept in two separate sealed envelopes superscribed "Technical Bid" / "Financial Bid". In case, any bidder encloses the financial bid within the technical bid, the same shall be rejected summarily.

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified. Tenders will be received at the special counter of U.P. State Medical Faculty till the last date/time of bid submission. Tenders/Proposals received after due date/time will not be entertained.

The Responses should be typewritten or handwritten but there should not be any overwriting or cutting. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting. The name and signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on bidder's letter head.

The bidder should enclose bid security (EMD) of The Secretary, U.P. State Medical Faculty in form of Demand Draft drawn in a favor of The Secretary, U.P. State Medical Faculty. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The successful bidder shall be required to deposit performance security in form of bank guarantee valid for three years, equal to five percent (5%) of yearly project value within 15 days from the date of the award of the work. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document.

Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The Secretary, U.P. State Medical Faculty may also independently seek information regarding the performance from the clients.

The Bidder is advised to attach any additional information, which they think is necessary in regard to their capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. They are however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless The Secretary, U.P. State Medical Faculty calls it for.

Even though bidder may satisfy the qualifying criteria, they are liable for disqualification if they have a record of poor performance or not able to understand the scope of work etc.

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Prospective bidders may seek clarification regarding the project and/ or the requirements for prequalification, in writing through mail within a reasonable time.

The tender document has to be downloaded from The Secretary, U.P. State Medical Faculty web site (<https://upsmfac.org>) and submitted along with a fee of Rs 25,000.00 (GST extra) in the form of demand draft in favor of "The Secretary, U.P. State Medical Faculty" payable at Lucknow. There is no exemption from payment of tender document fees and tenders without requisite fees shall not be accepted. The technical and financial documents should be kept separately in sealed envelopes and both these envelopes should be kept in one envelope super scribing "Tender for Answer Book Scanning and On-Screen Marking System" for U.P. State Medical Faculty so as to reach The Secretary, U.P. State Medical Faculty by 02:00 PM on 08.09.2023. Late tenders shall not be accepted. The technical bid shall be opened on the same day at 03:30 PM in the presence of bidders who may like to be present.

All disputes arising shall be subject to the jurisdiction of appropriate court of Lucknow alone and shall be governed by the law of India. The Secretary, U.P. State Medical Faculty reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of The Secretary, U.P. State Medical Faculty shall be final. The contract period shall be for three years with the condition that initially the contract will be for one year, which shall be extended on yearly basis depending upon successful completion of the job, annual performance review and with the mutual consent of both the parties.

The payment shall be in Indian Rupees and shall be paid only after successful completion of work. The successful bidder has to sign an agreement on Non-judicial General stamp paper (Rs. 100/-) which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over runs etc.

Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. Any such act will make the bid liable for rejection.

Any disputes arising out of this tender will be subject to the courts in Lucknow only

Even though bidders may satisfy the above requirements, they may be disqualified:

- If misleading or false representation of facts are made or deliberately suppressed in the information provided in the forms, statements and enclosures of this document.
- If they have a record of poor performance such as abandoning work, not properly completing the contract or financial failures/weaknesses.
- If confidential inquiry reveals facts contrary to the information provided by the bidder.
- If confidential inquiry reveals unsatisfactory performance in any of the selection criteria.

In such cases, The Secretary, U.P. State Medical Faculty has the right to reject the bid.

The technical bid shall consist of –

- Technical information as desired in prescribed format.
- The financial information as per Annexure –I
- The details of experience of similar works as per Annexure – II
- Organizational Structure and information as per Annexure III
- Technical and Administrative manpower available for this work as per Annexure IV

A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.

- EMD and tender fees.

9. Appointment of Successful Bidder

9.1. Award Criteria

The Secretary, U.P. State Medical Faculty will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bid as per the process outlined above.

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

The Secretary, U.P. State Medical Faculty reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for The Secretary, U.P. State Medical Faculty action.

9.3. Notification of Award

Prior to the expiration of the validity period, The Secretary, U.P. State Medical Faculty will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, The Secretary, U.P. State Medical Faculty may request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidders furnishing of Performance Bank Guarantee, The Secretary, U.P. State Medical Faculty will notify each unsuccessful bidder and return their EMD. The EMD of successful bidder shall be returned only after furnishing of Performance Bank Guarantee and signing of Contract.

9.4. Performance Guarantee

The Secretary, U.P. State Medical Faculty will require the selected bidder to provide an irrevocable, unconditional Performance Bank Guarantee/FDR (MORTGAGED IN THE FAVOR OF SECRETARY, UP State Medical Faculty, UP) within 15 days from the Notification of award, for a value equivalent to 5% of the marking value. The Performance Guarantee should be valid for a period of 36 months. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, The Secretary, U.P. State Medical Faculty at its discretion may cancel the order placed on the selected bidder without giving any notice. The Secretary, U.P. State Medical Faculty shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or The Secretary, U.P. State Medical Faculty incurs any loss due to Vendors negligence in carrying out the project implementation as per the agreed terms & conditions.

9.5. Signing of Contract

After The Secretary, U.P. State Medical Faculty notifies the successful bidder that its proposal has been accepted, The Secretary, U.P. State Medical Faculty shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between The Secretary, U.P. State Medical Faculty and the successful bidder with mutually agreed terms and conditions.

9.6. Time Frame

The successful bidder would be required to make the system up and operational within a period of 15 Days from the date of signing of Contract.

9.7. Information security and data privacy

The successful bidder will be responsible for providing secure systems. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices.

The vendor shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire system. The vendor shall have to maintain strict privacy and confidentiality of all the data it gets access to.

9.8. Processing Norms

The Secretary, U.P. State Medical Faculty and the bidder acknowledge and agree that the provision of Services under this Agreement may require the bidder to interact with the U.P. State Medical Faculty and suppliers of U.P. State Medical Faculty relating to the Services as special agent for and on behalf of the U.P. State Medical Faculty and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided and / or validated and / or accepted by U.P. State Medical Faculty and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to U.P. State Medical Faculty, with the bidder being a data processor for U.P. State Medical Faculty. The bidder shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and the bidder shall incur no liability for claims, loss or damages arising as a result of the bidder's compliance with the Processing Norms. The Secretary, U.P. State Medical Faculty agrees to indemnify, defend and hold the bidder and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions or proceedings and damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by the bidder arising out of or resulting from the bidder's compliance with Processing Norms. Further, U.P. State Medical Faculty shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data.

It is agreed between the parties that The Secretary, U.P. State Medical Faculty shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and the bidder will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. The Secretary, U.P. State Medical Faculty as well as the bidder shall indemnify and keep

Ar [Signature] Bidder [Signature] ✓

_ “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by The Secretary, U.P. State Medical Faculty 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

_ “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.

9.11. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or The Secretary, U.P. State Medical Faculty as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes.

The bidder or The Secretary, U.P. State Medical Faculty shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract. However, The Secretary, U.P. State Medical Faculty shall make payment for all the services rendered by the bidder till such date of termination of contract.

9.12. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by the bidder in the provision of the Services shall exclusively belong to the bidder or its licensors (“Bidder Proprietary Material”). Any and all Intellectual Property Rights with respect to the Services and the selected bidder Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to the selected bidder or its licensors and The Secretary, U.P. State Medical Faculty shall not be entitled to claim any rights therein. All rights, title and interests in The Secretary, U.P. State Medical Faculty Data shall always remain with The Secretary, U.P. State Medical Faculty. The Secretary, U.P. State Medical Faculty agrees that the bidder shall have the right to list The Secretary, U.P. State Medical Faculty in its marketing material and use The Secretary, U.P. State Medical Faculty logo with respect to such listing and for reference purposes. The Secretary, U.P. State Medical Faculty acknowledges that the provision of the Services hereunder by the selected bidder shall be on a non-exclusive basis and the bidder shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations

envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Bidder from providing such services or performing such obligations to its other clients.

9.13. Limitation of Liability

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

9.14. Representations And Warranties/ Penalty

Bidder warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Contract. Notwithstanding the aforesaid, any Services which are provided by Bidder free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Contract constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Contract does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, BIDDER MAKES NO WARRANTIES TO THE SECRETARY, U.P. STATE MEDICAL FACULTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If the bidder/ Service Provider does not make satisfactory progress against the time-line given by The Secretary, U.P. State Medical Faculty, a penalty up to 0.5% of the Contract Value per day shall be charged as per the decision of the Chairperson, U.P. State Medical Faculty.

9.15. Confidential Information

Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Contract. In addition, the Receiving Party (i) shall take all such steps to prevent

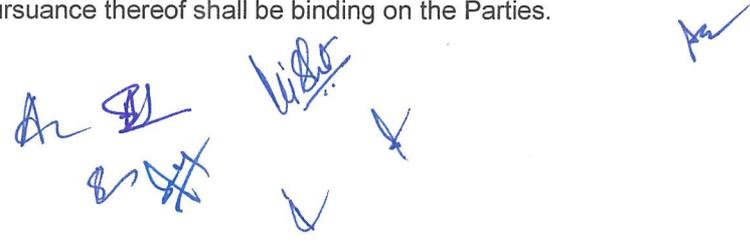
unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure Contracts containing provisions substantially similar to those set forth in this Clause. The provisions of this Clause respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Contract, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Contract, including all copies, portions and summaries thereof.

9.16. Termination for Material Breach.

U.P. State Medical Faculty may terminate this contract by a written notice to the bidder in the event of a material breach by the bidder.

9.17. Governing Law and Dispute Resolution.

This Contract shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Contract or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Lucknow and the award made in pursuance thereof shall be binding on the Parties.

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ANNEXURE- I

FINANCIAL INFORMATION

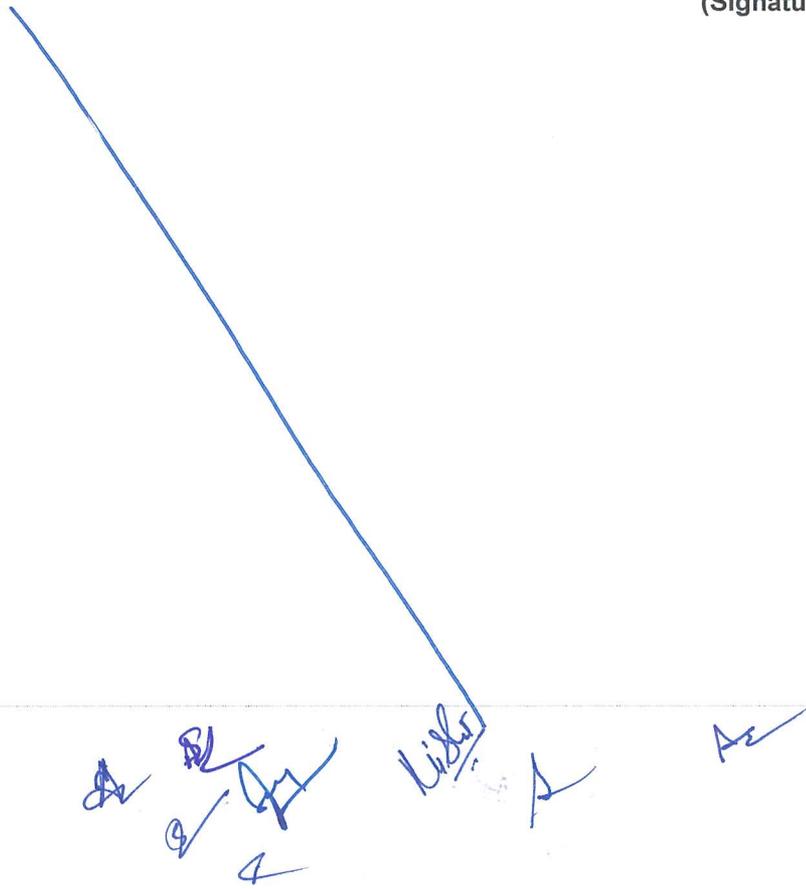
Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) years and certified by the Chartered Accountant, as submitted by the Bidder to the Income-Tax Department (copies to be attached).

S.No.	Details	(1) 2019-20	(2) 2020-21	(3) 2021-22
i)	Gross annual turnover.			
ii)	Profit/Loss			
iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets• Current Liabilities• Working Capital (b-c)• Current Ratio: Current Assets/Current Liabilities (b/c)			

Note: Attach additional sheets, if necessary.

Date:

(Signature of Bidder)



ANNEXURE- II

DETAILS OF SIMILAR WORKS EXECUTED

SN	Name of work/project and location	Name of sponsoring organization/owner	No of Answer Books evaluated	Date of commencement as per contract	Date of completion	Any Litigation/ Arbitration pending (Y/N)	Name, Email and Phone Number of officer with whom reference check can be made	Remarks (if any)
1	2	3	4	5	6	7	8	9
1								
2								
3								
4								
5								
6								



Date:

(Signature of Bidder)

ANNEXURE – III
STRUCTURE OF THE ORGANIZATION

1. Name and address of Bidder:
2. Telephone No./Fax No./Email address:
3. Legal status (Attach copies of original document defining the legal statuses).
 - a) An Individual/ A Proprietary :
 - b) Partnership :
 - c) A Limited Company or Corporation :
4. Particulars of Registration with statutory/ Government Authorities e.g. Income Tax, GST, PF, ESI etc. (attach attested photocopy)
 1. Registration Number :
 2. Organization/Place of registration :
 3. Date of validity :
5. Name and titles of Directors & Officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Were you or your company ever required to suspend the work for a period of more than six months continuously after you commenced the works? If so, give the name of the project and reasons for not completing the work.
7. (i) Have you ever been black listed, if Yes, give details
(ii) Have you or your constituent partner(s) ever left the work awarded to you incomplete? If so, give name of the project and reasons for not completing the work.
8. Area of specialization and Interest
9. Do you have certificates detailed in "Essential Technical Pre-requisite" clause. (attach relevant documents & certificates)
10. Any other information considered necessary but not included above.

Date:

(Signature of Bidder)



FINANCIAL BID

(In Indian Rupees)

Sr. No.	Particulars	Unit	In figure	In words
1.	Answer Book Scanning	Per Answer Book		
2.	On-Screen Marking System	Per Answer Book		
Total Amount		Per Answer Book		

1. The rates quoted shall be exclusive of duties and taxes.
2. The payment shall be made in Indian rupees and shall be paid only after the successful completion of the entire work as per the schedule. No advance payment shall be made.
3. The financial bid should be submitted in the above format only. Any deviation or additional condition would be treated as conditional bid and would be liable to rejection.
4. The financial bid must be in a separate envelop. In case of financial quote are found in technical bid document, then the bid shall be summarily rejected.

Date:

(Signature of Bidder)

[A long blue diagonal line, likely a placeholder for a signature or date.]

[Handwritten blue ink scribbles and marks.]

