

**TOR for Software Service  
Provider  
Of  
Digital Question Bank  
Management System**

**National Institute for Smart Government**

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## Proprietary Notice

This document contains confidential information of National Institute for Smart Government (NISG), which is provided for the sole purpose of permitting the recipient to respond to this TOR.

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## Important Timelines

NISG invites eligible agencies to submit their proposals in providing the services in conformity to this document. The particulars of bid process timeline are:

S. No.	Information	Details
1.	TOR Availability	T0 =11.07.2023
2.	Pre-bid query if any from bidder (by 11 am)	T0+2 day =13.07.2023
3.	Online Pre-bid conference (at 4 pm)	T0+2 day =13.07.2023
4.	Pre-bid response from NISG if any required after pre-bid conference.	T0+3 day =14.07.2023
5.	Last date of proposal submission (by 12 noon)	T0+13 days =24.07.2023
6.	Online opening of PQ and Technical Proposals (at 12:30 pm)	T0+13 days =24.07.2023
7.	Online Technical Presentation (date and time shall be conveyed to qualified bidders)	T0+14 days =25.07.2023
8.	Online opening of commercial proposal (date and time shall be conveyed to qualified bidders)	T0+15 days =26.07.2023
9.	Finalisation of bid evaluation process	T0+15 days =26.07.2023

## Background to the TOR

**National Institute for Smart Government (NISG)** is a not-for-profit company set up in 2002 by the Govt of India on the Public-Private-Partnership (PPP) model with Secretary, MeitY, Gol, as its chairman. NISG is shaped as an institution of excellence in the area of e-Governance to assist governments for ushering in smart governance, process reforms and digitalization. NISG has been at the forefront of e-governance initiatives in India and contributed towards improvement in government processes and establishment of service delivery systems resulting into faster and simpler service delivery to end-users including citizens and businesses.

NISG has undertaken a prestigious project of development and maintenance of a Digital Question Bank Management system, referred to as QBMS hereafter, for a government body. The name of the Government body is kept confidential owing to the secrecy policy. Objectives of QBMS are as following:

1. Highly secured mechanism for the subject matter experts to create the question paper that is accessible only to authorized persons and only for the desired duration.
2. Identity of all entities and processes ought to be totally secure and confidential with absolutely no compromise whatsoever, and particularly the question authors, questions itself and printers ought to be absolutely confidential with no possibility of knowing their identity by anyone.
3. A fully digital question bank that can be continuously evolving and can provide several benefits such as:
  - a. Questions can be marked for uniqueness in the digital bank so that duplicity can be avoided.
  - b. Questions can have a set of historical data around it, such as the year in which it was part of question paper, leading to easy avoidance of repeat questions.

- c. Text based mining of questions could be possible to give warning on ambiguity in the question.
4. Randomization based software driven setting of question paper for a particular selection examination based upon the criteria for the question paper such as number of questions from each subject.
5. Digital ecosystem will give higher level of anonymity of panel for making and checking of questions. This will bolster the secured question paper management environment.
6. Digital ecosystem can also bolster tamper proofing of question papers, as software-based approach could be subject to tool based proactive checks and periodic audits.

Digital Question Bank Management System is proposed to be a highly secured database and software application that will be hosted in a highly secured cloud environment. Broad requirements for the QBMS are as below.

1. Questions shall be entered by authorized users only, and question paper creation shall be a fully automated process after being initiated by an authorized user.
2. Question paper can have both MCQ and subjective type questions.
3. Questions may be from around thirty (30) subject areas. Subjects may vary from examination to examination. Each examination shall follow a template of the question paper.
4. Questions (and answer choices in MCQ) will be provided in both English and Hindi. Question papers shall also be bilingual.
5. Questions appearing in a question paper must not have any sort of ambiguity leading to vagueness in the answer choices.
6. Set of questions in the paper must not have any duplicity, even by confusion of meaning of the questions indicating similar answers.
7. It is required that there are no repeat questions for a minimum period of last Five (5) years.

8. Question paper once created also undergoes jumbling in terms of ordering of the questions, and also the answer choices in case of MCQ, so that multiple non-duplicate sets may be created by the software.

**This document is the Terms of Reference (TOR) to invite bid response from qualified Implementation Agencies, referred to as IA hereafter, specializing in implementation and support of software application in examination domain as per the scope detailed in the following sections and Annexure of this document.**

The term of contract for the Implementation Agency under the scope of this TOR is for the implementation period and five (5) years of support post go-live of Phase I.

### Segregation of Duties

It is important for the bidding IA to get a view of segregation of duties (SOD) in a multi partner delivery ecosystem. Following table can be referred as high-level segregation of duties.

<b>Party</b> → ↓ <b>Responsibility Areas</b>	NISG	Implementati on Agency	Testing Partner	Hosting Service Provider
Stakeholder management	✓			
Project Management	✓			
Development Management		✓		
Solution Architecture	✓			
Functional Requirement Specification (FRS)	✓			
High Level Design (HLD)		✓		
UX Design		✓		
Software Development		✓		
Integration		✓		

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Release Management		✓		
System Integration Test (SIT)		✓		
Dev and Test Environments		✓		
User Training (mode and format shall be decided by NISG)	✓	✓		
Stakeholder Change Management	✓			
Staging environment				✓
Hosting and Deployment		✓		✓
Production Support (Application)				✓
Remote Help Desk		✓		
Testing and Certification			✓	
User Acceptance Testing	✓		✓	

## Solution Approach

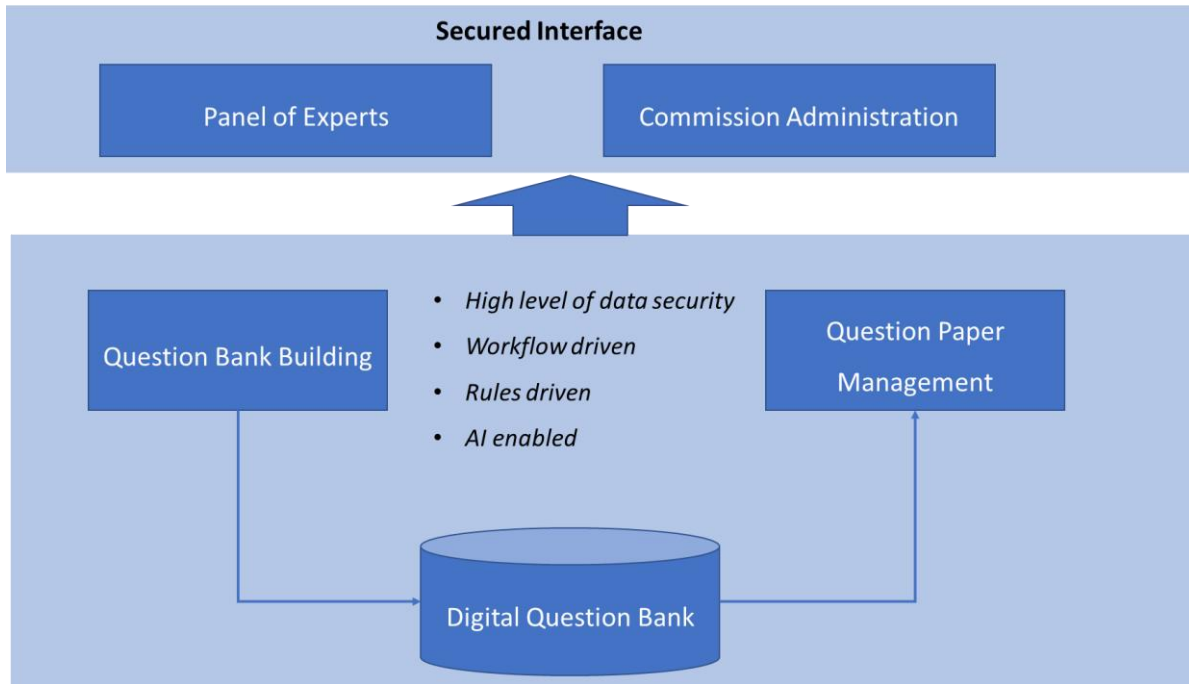
Solution proposed by IA must have the following characteristics.

1. The solution needs to be highly secured environment for the participants majorly in two groups, the panel of experts for making and checking of the questions. Data security is of high importance in this context that would need to be assured at different levels:
  - a. Storage and retrieval of questions in digital form (generally set of text and images)
  - b. Access and interfaces of the system to the designated set of experts and administrators
  - c. Network transport layer of disseminating question paper during print process.

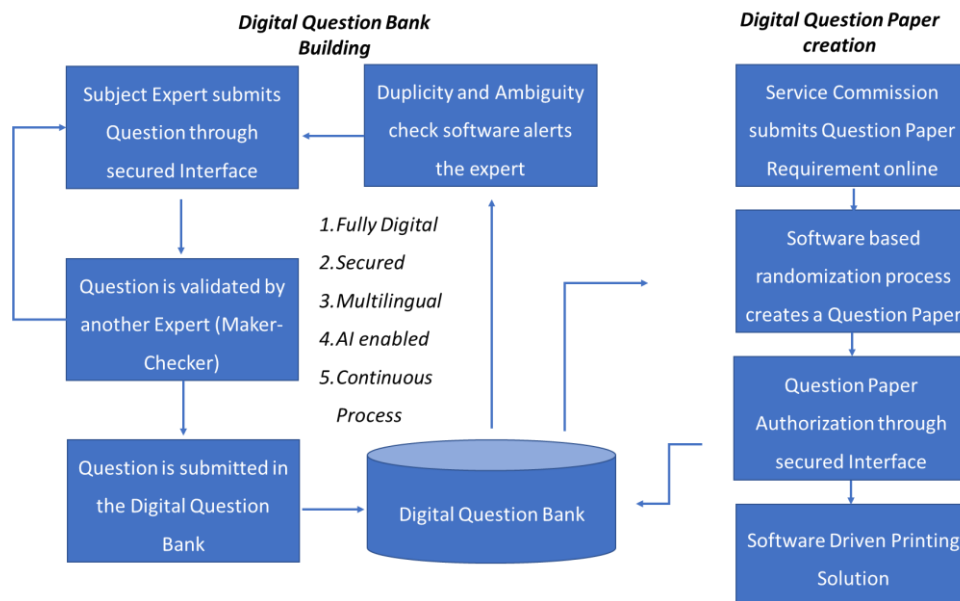


2. To ensure a total digital experience, the process of building Question Bank and the process of creation of Question Paper should be supported by a workflow for designated participants to access and perform authorized actions.
3. Different examinations would have different requirements of question paper and hence the setting of question paper must be supported by a rule-based system, where requirements could be provided by the administrators of the examination through a secured interface.
4. A randomization and rule-based background process to support the creation of question paper.
5. Questions are also noticed to exhibit duplicity and ambiguity in some cases. Hence the appropriate level of AI enablement will be required to keep a check on such issues.
6. Question Paper once created must be directly connected to the software-based printing solution/ server/ user, so that there is no need of any paper based or manual movement until the question papers are digitally transferred to authorized printing solution/ server/ user.
7. The system must be robust, modular and hosted in a highly secured and confidential Data Centre environment meeting the minimum criteria of Tier 3 as per TIA-942 standards.. The site and location will be finalized after approval of NISG.

Overall solution comprises of two major processes, creation of Digital Question Bank, and the software-based approach for creation of the question paper depending upon the requirement of the examination being conducted. A high-level depiction of the framework is shown in the diagram below.



A typical workflow of end-to-end process is visualized in the diagram below.



Proposed QBMS software must follow the following guiding principles.

1. Easy to use with self-help tools and short videos.
2. Responsive experience by users while working with the software interface.
3. Highly secured handling of data across all stages from creation till consumption.
4. Secured and confidential user interfaces.
5. Must have multilingual support in Hindi and English.

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6. Should be able to provide role-based views for different stakeholders.
7. Must be able to transmit question paper in a secured manner to the authorised printing interface/ solution/ server/ user.

IA is expected to propose for a Solution Architecture inclusive of choice of the Technology Stack required to build the solution as part of the technical bid response.

## Project Scope for the Implementation Agency (IA)

Project scope for the IA selected through this TOR, shall include Design, Implementation, and Application Support and Maintenance for a period of Five (5) years post go-live of Phase I. IA will be expected to work in a multi-party ecosystem as outlined in the section before. Overall scope for the IA is listed below.

- 1) IA will be provided with requirements specification documents for overall understanding and will engage with NISG team upon starting the project to take detailed understanding of requirements.
- 2) IA will provide UX and UI design as wireframe and take concurrence from NISG team to develop the interfaces.
- 3) IA may propose for the product already developed by them in this space, but should be willing to implement customizations as per the requirements of client.
- 4) IA is expected to provide a design document conforming to the Solution Architecture approved by NISG.
- 5) NISG will arrange for a different hosting partner and IA will be expected to work with them for deployment and application support.
- 6) IA is expected to execute unit and functional level testing at their end and deliver solution in the staging environment along with test reports.
- 7) Staging environment as an exact replica of production environment will be set up by the hosting partner at the same Data Centre where application will be hosted in production.
- 8) IA is expected to perform System Integration Testing (SIT) of developed solution.
- 9) Development and test environments will be owned by IA without additional cost implication for NISG.
- 10) User Acceptance Testing (UAT), validations and certification will be done by an independent testing service provider and IA is expected to work closely with and support the UAT testing agency identified for successful UAT.

- 11) IA will be expected to resolve any issues reported during UAT testing and certification phases within the stipulated timeline.
- 12) IA is expected to deliver the project as per priority areas defined by NISG and create as many parallel development tracks as possible to expedite overall delivery.
- 13) IA is expected to propose a timebound and milestone-based fixed price.
- 14) IA must be in the position to support and maintain application for a period of 5 years post go-live of Phase I, or any extension thereof as decided by NISG. IA will be expected to provide an undertaking regarding support.
- 15) IA must give a guarantee of continued support on the same terms agreed with NISG in case of IA getting merged with or acquired by another organization.
- 16) All prices proposed must be valid for the full contract period of 5 years post go-live.
- 17) IA is expected to participate in discussions with NISG, and if NISG deems it necessary with NISG's client, and IA's team should be ready for conducting such discussions in English or Hindi.
- 18) Though preference will be given to conduct discussions in virtual mode, there may be a requirement of travel to the NISG or its client location during the engagement period for IA resources. IA is expected to budget for travel and out of pocket expenses for their resources in the proposed price. There will not be any separate reimbursement process towards travel expenditure.  
  
As a guideline for estimation, IA may factor in one (1) travel per month for a week's time during the implementation phase and occasional travel such as one (1) travel per quarter for a week's time for support phase. The actual travel frequency might be different across different phases of the project and IA shall not object to undertaking such travel until the total number of travels/ travel-days has exceeded the estimate indicated above.
- 19) During the period of contract, IA shall depute a Single Point of Contact (SPOC) to liaison and coordinate with NISG Project Lead/ Manager.

- 20) It is in the scope of IA to create training content and deliver user trainings as required, in the mode and format approved by NISG.
- 21) The IA shall sign a Non-Disclosure Agreement with NISG at the time of signing the contract for protecting the client related information and maintaining confidentiality in the project at all stages. Similar NDA will have to be signed by every member of the project team utilized by the IA before deploying on the project work.

## Delivery Plan

IA is given following guidelines and dates for delivery of the solution in three phases. Timeline given in this section is in calendar days/ weeks/ months. Support period for each phase shall start as soon as that phase is declared go-live.

### Phase I

Phase I is for making trial version of the solution available to the client with following broad scope:

1. Question setters should be given with a web interface to enter curated questions in three different languages – Hindi, English and Urdu.
2. Question setters should be able to register/sign-up themselves on the web interface and gain access through a multi-factor log-in process.
3. Curated questions should be stored in a Database in encrypted format.
4. The web interface of the question setters should be able to make the view of submitted questions to them.

Delivery date of making this trial version available in the test environment for starting the trial by authorised users is latest within 3 days of LOA being issued to IA.

IA is expected to have this basic functionality built-in with their solution/ product at the time of bid submission. During trial for a week's time, there may be some observations / feedback and a minimalist approach will be taken to resolve them to make this basic functionality available in production environment set up by NISG, latest within 2 weeks of starting the trial as indicated above, which would mean 2 weeks from LOA issuance.

This will enable the authorised question setters to start submitting questions of MCQ type only and their answer choices in the question bank. While this process of building question bank will be ongoing in production environment, IA is expected to start development of Phase II as described below.

### Phase II

Scope of Phase II is as following:

1. All functionality included in Phase I
2. Having question papers generated through software-based randomization process.
3. Granting secured access to the Printing agency (empaneled with client) to be able to download password protected question paper in PDF format to take it forward for printing.
4. It is expected that the question paper PDF will not only be password protected but also encrypted and a joint approach for holding key of decryption.
5. This is applicable for only one examination type, which will be based upon creation of question paper sets of 150 MCQ type questions in each set from the Digital Question Bank (which will be built simultaneously as outlined above) of about 1500 questions.

Target date for making the functionality of Phase II as outlined above in the production environment is latest 3 weeks of starting the trial as indicated above, which would mean 5 weeks from LOA issuance.

### **Phase III**

Scope of Phase III encompasses all functionalities as included in Annexure VI to this document. Target date for go-live of Phase III is 12 weeks of completing Phase II as indicated above, which would mean 17 weeks (4 calendar months) from LOA issuance.

The timeline shall be converted into actual calendar dates and specified accordingly in the LOA issued by NISG to the IA.

IA should note that the target dates mentioned for the phases are deemed to be sacrosanct and no breach in the prescribed dates shall be permissible. In the event of any breach of the prescribed dates, Liquidated Damage (LD) clauses as outlined in Annexure VII will be applicable.



## Change Request Management

IA is required to submit proposed Change Request (CR) management process as part of the response to this TOR. Change Management will come in force only after declared and accepted Go-Live of the entire project including all phases. IA will be expected to develop detailed understanding of requirements based on given documents and discussions with NISG team during phases of the project. Some minor changes can be expected as per client's requirement and IA is expected to have the flexibility to accommodate such changes. However, changes that require major effort and are of new feature/functionality altogether, can be accepted under the Change Management process.

Also, Change Management process is required to handle future enhancements and new requirements once the application is live. A guideline for Change Management is as following:

- 1) There will be a Change Review Board (CRB) set up by NISG, which will be the sole authority to approve any proposed changes and associated commercials.
- 2) A service request submitted by NISG that is perceived as change will be submitted by IA, including effort assessment, in a defined template to the CRB.
- 3) CRB meeting can be called on demand and will occur on a defined bi-weekly frequency to review all the changes and approve or seek clarifications/modifications or disapprove.
- 4) Criteria for approving a request as change request will be agreed during the planning phase of the project.
- 5) IA is expected to provide a fixed blended rate per person-month for handling any change requests in future that will be applied to approved commercial of a Change Request.
- 6) IA must submit estimated effort while submitting the Change request.
- 7) All Change Requests will be managed through a tool for its lifecycle.

*IA must note that a Change Request and/ or effort estimate will be accepted only if its need and validity is established through a stringent approval process by CRB.*

## Project Deliverables

The deliverables for the project shall include but not be limited to the following:

### 1. Project Plan and Design

- a. Provide documentation on overall design and System Requirement Specifications (SRS). The documents should be approved and accepted by NISG.
- b. Underlying hardware and network requirements for desired performance should be recommended.
- c. Detailed implementation schedule for entire solution shall be prepared and submitted.
- d. Required to submit weekly status reports showing progress against plan.

### 2. Documentation

- a. Required to submit complete user manual and system documentation (soft and hard copies) of the proposed solution after the go live.
- b. Required to maintain Software version management and software documentation management reflecting features and functionality of the solution.
- c. User and technical documentation including installation, commissioning, implementation, and security check manuals.

### 3. Development & Testing

- a. IA shall own setting up of development and test environment.
- b. IA will be responsible for deployment in production environment post UAT by an independent agency identified by NISG.
- c. IA shall coordinate with the independent testing agency for all UAT testing purposes. Actual testing will be conducted by the independent Testing Agency.
- d. Any deviations/ discrepancies/ errors observed during the UAT testing phase will be resolved by the IA. Any exceptions will have to be documented and signed off by NISG.

#### **4. Deployment and Go-Live**

- a. Completion of Cert-In certifications by an independent agency identified by NISG will be required for Go-Live.
- b. IA will be responsible for ensuring compliance to VAPT and certification requirements.
- c. Activities inclusive of deployment in the production environment shall be done by the IA.

#### **5. Training**

- a. Provide administrative level training to users identified by NISG.
- b. IA shall provide necessary user manuals and online and offline content including short videos for training and for ready step-by-step reference of the users.

#### **6. Support & maintenance for 5 years from Post Go-live of Phase I**

- a. Provide required assistance towards regular monitoring, management, and support of web application.
- b. Regular analysis of events and logs generated.
- c. Regular monitoring of the application hosted.
- d. Remote support desk to address incidents, queries or service requests logged by the users.
- e. Handle Change Request Management for any such requests needing enhancements or major changes.
- f. Problem Management of the problems identified that may be due to defects in the software developed or unforeseeable scenario during development.

The IA will ensure that all the deliverables are submitted to NISG in both soft and hard copy format as required. IA will provide AMC with scope, terms and conditions, and SLA for post go-live support and maintenance for the full contract period.

## Acceptance Mechanism

The deliverables shall be reviewed comprehensively by the NISG team. NISG will validate the deliverables which should conform to the specifications of this TOR qualitatively. It may be noted that IA will submit its deliverables to NISG who in turn will have its own mechanism of getting the approvals from its client. A deliverable shall be deemed accepted only after NISG has received acceptance for the same from its client. NISG will formally communicate to IA in writing about the "Official" acceptance of the deliverable. Only after receiving such acceptance communication from NISG, the IA will raise an invoice for payment against those deliverables. Any queries about deliverables will need to be answered by the IA latest within 3 working days of submission of that query.

NISG shall validate the work plan and the deliverables of the IA. Accordingly, NISG personnel may also work in close coordination with the selected IA to oversee the deliverables of the project. The IA should note that as a part of requirement for this assignment, the IA will share with NISG all intermediate documents, drafts, reports, surveys, and any other item related to this assignment. No work products, methodology or any other methods used by the IA should be deemed as proprietary and non-shareable with NISG by the IA.

## Addendum to Scope

NISG has used its best efforts to make the TOR as detailed as possible. However, there might be few tasks which cannot be envisaged at this stage of the project. In case if any such task is revealed later during the execution of project, it will also be under the scope of IA. Some features may be added or removed by NISG during further discussions. However, if such an activity impacts the timeline, then timelines would be revised with consent and mutual understanding of IA and NISG. It is understood that NISG will take the consent of its client before according its consent for any such revision.

## Terms of Payment

Payments to IA will be linked to delivery as per the timeline indicated in the section of Delivery Plan. There are the following applicable cost components (detailed in Annexure II of the document).

- a) Total Annual License fee of the software product for 5 years (to be paid in 5 equal instalments per year)
- b) One-time fixed-price implementation cost
- c) Support and Maintenance cost per quarter
- d) A fixed blended rate per person-month for handling any change requests in future.

Following terms of payment is applicable as per the delivery plan.

S. No.	Delivery Milestone	Payment	Deliverables
1.	Go-Live Phase I	<ol style="list-style-type: none"> <li>1. 10% of Implementation Cost</li> <li>2. 25% of Annual License Fee for 1<sup>st</sup> year</li> </ol>	<ol style="list-style-type: none"> <li>1. Go-live of the scope of Phase I as defined.</li> <li>2. Related documents,</li> <li>3. Training sessions of required personnel.</li> </ol>
2.	Go-Live Phase II	<ol style="list-style-type: none"> <li>1. 15% of Implementation Cost</li> <li>2. 25% of Annual License Fee for 1<sup>st</sup> year</li> </ol>	<ol style="list-style-type: none"> <li>1. Go-live of the scope of Phase II as defined.</li> <li>2. Related documents.</li> <li>3. Training sessions of required personnel.</li> <li>4. Support and Maintenance activities as per scope and agreement</li> </ol>
3.	Go-Live Phase III	<ol style="list-style-type: none"> <li>1. 25% of Implementation Cost</li> </ol>	<ol style="list-style-type: none"> <li>1. Go-live of the scope of Phase III as defined.</li> <li>2. Related documents.</li> <li>3. Training sessions of required personnel.</li> <li>4. Support and Maintenance activities as per scope and agreement</li> </ol>

S. No.	Delivery Milestone	Payment	Deliverables
		2. 50% of Annual License Fee for 1 <sup>st</sup> year	
4.	Warranty of 6 months	25% of Implementation Cost at the end of each quarter from go-live of Phase III – which is 50% of implementation cost paid over 2 quarters of warranty period.	<ol style="list-style-type: none"> <li>1. Defect list, analysis and defect-fix status of all defects and issues reported during initial 6 months after go-live of Phase III.</li> <li>2. Monthly User satisfaction survey result with average score of satisfactory and above.</li> <li>3. Support and Maintenance activities as per scope and agreement</li> </ol>
5	Support and Maintenance	<ol style="list-style-type: none"> <li>1. Agreed quarterly support rate, on the completion of the quarter, until the contract period.</li> <li>2. 100% of annual license fee at the beginning of the year after completion of 1<sup>st</sup> year from project start.</li> </ol>	<ol style="list-style-type: none"> <li>1. The support period will start from the go-live of Phase I and quarters will be calculated accordingly.</li> <li>2. Support and Maintenance activities as per scope and agreement.</li> </ol>

## Instructions for submission of Proposal

1. No marketing literature pertaining to the IA should be enclosed along with the proposal. If it is done, the same will be treated as disqualification.
2. Responses must be precise, specific, and relevant to the scope of work and must adhere to the specifications mentioned in the following sections.
3. This invitation for proposal is open to all companies who fulfill pre-qualification criteria as specified in this TOR.
4. Proposals must remain valid till 180 days from the proposal submission date.
5. NISG reserves the right to accept or reject any proposal, and to annul the bid process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected agency (s) or any obligation to inform the affected agency(s) on the ground for such decision. NISG also reserves the right to negotiate with the most competitive/ best bid agency if required.
6. The information contained in this document is only disclosed for the purposes of enabling the potential bidder to submit a proposal to NISG. No part of this document including the Annexures can be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of NISG except to the extent required for submitting the proposal to NISG. This document shall not therefore be used by its recipient for any other purpose than that specified in this document.
7. The contract will be awarded to the responsible and responsive agency whose proposal conforms to the TOR and is, in the opinion of NISG, the most advantageous and represents the best value to the assignment, including price, as per the evaluation criteria detailed in the TOR.
8. The bidding agency is required to submit covering letter in the prescribed format.
9. The proposal submission and evaluation process will be done in ONLINE mode.

10. On the date of proposal submission, the bidding agency in response to this TOR shall submit the proposal in the form of non-editable and password protected pdf files.
11. The pre-qualification proposal, technical proposal and commercial proposal files shall be e-mailed to [manoj.mishra@nisg.org](mailto:manoj.mishra@nisg.org) on or before the proposal submission due date in separate password protected files. Pre-bid queries (if any) may be emailed to the above email address. The details of the password shall be provided to NISG by the respective agency on the day of opening of the proposal as per the schedule.
  - a. FILE 1: shall contain the Pre-qualification bid as per the PQ response format provided with the TOR.
  - b. FILE 2: shall contain the Technical Proposal in the format as per requirements of the TOR.
  - c. FILE 3: shall contain the Commercial bid as per format of the TOR.
12. There should not be any commercial information in the technical proposal.
13. All the three proposals should be submitted in the given formats and signed on each page by the signatory authorized by the board of bidding agency.
14. NISG, by issuance of this TOR does not necessarily indicate or imply that the project will be awarded or commenced. The IA will absolve NISG of all responsibilities and liabilities if the project does not start within a stipulated timeframe. NISG reserves the right to withdraw this assignment anytime without prior consultation with or intimation to the agency(s).
15. The timeline for all stages in the bid process and last date for bid submission:  
Please refer to schedule given in this ToR.

### **Proposal Evaluation & Selection Process**

Bidder must take a note of the five step proposal evaluation process that will be adopted by NISG, after response to the TOR has been received by NISG in the manner,



format and timeline specified in this ToR. It is expressly understood that the decision of NISG shall be final and binding on all bidders with respect to any aspect of the evaluation process. Details of each step is given below.

**1) Pre-evaluation scrutiny of bids**

All bids received by NISG shall be examined after opening, for adherence to the requirements of bid process specified in this ToR. NISG reserves its right to reject a bid at this stage itself in case the bid is found to be non-compliant in the judgment of NISG with respect to any such requirement whether related to format or content or any other aspect deemed applicable by NISG.

**2) Pre-qualification**

Bidder must fulfil the eligibility criteria mentioned in Annexure I to be qualified and be considered for evaluation. A proposal may be rejected at prequalification stage itself and not considered for technical presentation, if it fails to satisfy the prequalification criteria specified in Annexure I.

**3) Evaluation of Technical Proposal**

1. Proposals will be evaluated by a Committee of Experts (the "Committee") appointed by NISG. NISG along with its representative(s) or such other authority designated by NISG as the case may be is also referred to herein as the Committee of Experts (or "Committee").
2. NISG has the right to appoint any individual / organization as an expert member of this committee as long as the particular person does not have any conflict of interest in the bidding/evaluation process.
3. Agency having their proposals fulfilling the pre-qualification criteria shall be required to make a technical presentation and demonstration of their proposed solution to NISG evaluation committee via video-conferencing link as per the dates specified in the document.

4. The presentation of the proposed solution shall be evaluated against the technical evaluation criteria referred to in this document. The duration of the presentation shall be 30 minutes excluding the question and answers with the committee.
5. The presentation of the technical proposal must include the demonstration of the proposed solution.
6. The presentation of the Technical Proposal should be made by the proposed project manager of the agency for this Project of NISG, with some of the key team members to support the project manager as part of the presentation team, instead of the sales representative or the senior executive of the organization.
7. Evaluations of bids will be only on the basis of information provided by the agency in the proposals, or any additional information provided by the agency against specific requests for clarifications sent by NISG during the evaluation process.
8. The responses given by agency will be specifically evaluated with respect to methodology, unique capabilities if any, the project team structure, the quality of the project team, Solution Proposed, Organizational Experience in similar projects, approach & Methodology for implementation and Support & Maintenance.
9. Agency should note that it will be assumed that all features shown as part of the technical presentation (for scoring) are part of solution delivery and are included in the price bid.

### **Scoring of technical proposal:**

1. The technical proposal will be evaluated for a maximum score of 100 marks, based on the information provided by the agency in the technical proposal

against the parameters listed in the next section and further discussions during technical presentation by the agency.

2. The conditions on presentation of proposals and demonstration of solutions are applicable to technical evaluation.
3. The marks to be allocated for different parameters and the description of the parameters and the basis of evaluation of a technical proposal against a specific parameter are listed in the table in the next section.
4. To qualify in the technical proposal evaluation stage, the technical proposal of the agency has to score a minimum of 70 marks out of the maximum of 100 marks, which would mean the technical score (St) would have to be  $\geq 70$
5. The technical proposal which does not get an overall score of 70 marks or more will not be considered for commercial proposal evaluation.

The technical proposal shall be evaluated as per the criteria given below:

<b>S. No</b>	<b>Evaluation Criteria</b>	<b>Scoring Logic</b>
1.	<p><b>Solution Merit Score:</b></p> <p>Technical Strength criteria is divided under Five (5) broad categories as listed in Annexure III.</p> <p>IA is expected to respond with a Y or N for each criterion. In case of marking Yes, IA must provide justification/logic and supporting evidence in the form of documents / references / certifications / recommendations etc.</p>	<p><b>Maximum Score = 50</b></p> <p>Each of the 5 categories of the criteria in Annexure III carries a maximum score of 10.</p> <p><b>Technical Strength Score =</b> [ [No of criteria met in the category as listed in Annexure III] / [Total number of criteria in the category as per Annexure III]] x Maximum Score</p> <p><b>* Note – Confirmation of meeting of criteria Yes or No will be at the discretion of the evaluation committee basis IA response and further discussions during technical presentation.</b></p>

2.	<p><b>Organizational Strength Score:</b></p> <p>Organizational Strength criteria are listed in Annexure IV.</p> <p>IA is expected to respond to each criterion and provide supporting information and justification for the response.</p>	<p><b>Maximum Score = 25</b></p> <p>Each criterion in Annexure IV carries a maximum score of 5, thus maximum score of 5 criteria being 25</p> <p><b>Organizational Strength Score =</b> Total of score awarded for each of the 5 criteria in Annexure IV</p> <p>Each response will be evaluated by the evaluation committee of NISG to give a score on the scale of 1 to 5, 5 being maximum.</p>
3.	<p><b>Case Studies Score:</b></p> <p>Case studies criteria are listed in Annexure V. IA is expected to furnish at least 3 case studies and a maximum 5 case studies.</p>	<p><b>Maximum Score = 25</b></p> <p>Each of the case study carries a maximum score of 5 as detailed in Annexure V. A bid with less than 3 case studies shall score 0 on this criterion.</p>

**4) Evaluation of Commercial Bid**

1. Financial proposals of all the firms that score 70 or more in the technical evaluation stage would be opened for commercial evaluation. Agency achieving the highest combined technical and financial score based on QCBS of 70:30 would be invited for negotiations for awarding the contract. The financial bid evaluation will be based on the following criteria:

- The components of cost in the commercial proposal shall be used in the following manner, just for the evaluation purpose:
  - Cost of product license for 5 years and software implementation (all inclusive) shall be multiplied by 10 (ten).
  - Cost of software support (all inclusive) per quarter shall be multiplied by 20 (twenty).

- Blended rate per person-month (all inclusive) for handling change request shall be multiplied by 100 (hundred).
  - The lowest financial proposal (Fm) after adding the cost components in the manner described above will be given a financial score (Sf) of 100. The financial scores of all the other proposals will be determined by  $Sf = 100 * Fm/F$  (F = value of financial proposal calculated in the manner described above)
  - Proposals will finally be ranked according to their combined technical (St) and financial (Sf) scores using a weight of 70% for technical proposal and 30% for financial proposal. The overall score (S) will be computed as follows:  
 $S = St (0.7) + Sf (0.3)$
2. In case of a tie, agency with the higher technical score will be invited for negotiations.

**5) Notification of Award and signing the contract.**

1. NISG reserve the right to negotiate with the agency whose proposal has been ranked as the most responsive/ the best bid by the committee on the basis of evaluation process described above.
2. Award of contract for the project: After the completion of the bid evaluation process and determination of the successful agency, and completion of the negotiations if any, as listed in the TOR, a Letter of Award (the "LOA") shall be issued, in duplicate, by NISG to the successful agency and the successful agency shall, within 2 (two) working days of the receipt of the LOA, sign (by authorised representative) and return the duplicate copy of the LOA in acknowledgement thereof, through official email of the authorised representative followed by post/ courier to NISG. In the event the duplicate copy of the LOA duly signed by the successful agency is not received by the stipulated date, NISG may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest-ranking agency may be considered.

3. The notification of award or the issue of LOA will not constitute the formation of the contract.
4. The successful agency who has been issued with a LOA is expected to furnish a Performance Bank Guarantee (PBG) for an amount which is equal to 10% of the contract value. This Performance Bank Guarantee has to be from any of the Nationalized Bank or Private Banks authorised by the Government to conduct Government Transactions.
5. The contract between the successful agency and NISG will come into force only upon the agency furnishing the Performance Bank Guarantee as per conditions laid out in this TOR and NISG signing the contract with the successful agency.
6. If the successful agency fails to furnish the Performance Bank Guarantee, within the specified period and subject to specified conditions, NISG has the right to withdraw the notification of award/LOA.
7. Expenses for the Contract-The incidental expenses of execution of agreement/ contract shall be borne by the successful agency.
8. Commencement of Assignment: The successful agency shall commence the project within 3 days of the issuance of LOA. If the successful agency fails to commence the assignment as specified herein, NISG may invite the second ranked agency for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled/ terminated.

## Annexure I: Pre-Qualification Criteria

IA is expected to respond to the below details with supporting documents.

S. No.	Pre- Qualification Criteria	Supporting Document
1.	<b>Proposal Covering Letter</b>	On Company Letterhead signed by authorised signatory in the format given in Annexure I.
2.	<b>Details of the agency:</b> The agency must be registered under the Companies Act, 2013/GSTN for at least the last 5 financial years as on 31 <sup>st</sup> March 2023.	Certificate of Incorporation issued by Registrar of Companies, India
3.	<b>Financial Information:</b> Agency should have: i. a positive and increasing net worth during the last 3 financial years, as on 31 <sup>st</sup> March 2023. ii. positive net profit during the last 3 financial years, as on 31 <sup>st</sup> March 2023. iii. an average annual turnover of at least Rs. 500 lakhs during the last 3 financial years, as on 31 <sup>st</sup> March 2023, from Software implementation services.	Copy of audited financial Statements for last 3 financial years. CA certificate for FY 22-23 if the audited financial statement is not yet ready.  Certificate from CA for revenue from Software implementation services.
4.	<b>Experience:</b> Agency must have successfully executed, during last 5 years as on the date of bid submission, at least 2 projects in	Project Completion certificate from the client / Work Order, Client reference for Verification.

## TOR for Software Service Provider

S. No.	Pre- Qualification Criteria	Supporting Document
	the domain similar to this project, with at least one such project having a minimum order value of Rs. 1 crore.	
5.	<b>Team Size:</b> Agency must have at least 20 Software professionals team as core employees of their organization.	An evidence of core employee strength needs to be submitted by the Agency.
6.	<b>Statutory Registration:</b> The agency should be registered with the GSTN and carry a valid PAN/ TAN Number.	Copy of the certificate of GSTN, PAN/ TAN Number
7.	<b>Agreement on basic contractual terms</b>	There will be extensive contract agreement between the Agency and NISG, however, the Agency must confirm to the basic contractual terms as outlined in the checklist in Annexure II.



**Proposal covering letter Format**

Letter of Proposal  
(Company letter head)

[Date]

To  
Chief Executive Officer  
National Institute for Smart Government,  
5<sup>th</sup> Floor, Rear Wing  
Mahanagar Door Sanchar Sadan  
9, CGO Complex, Lodi Road  
New Delhi – 110003.

Subject: Submission of the bid for Selection of IA for software development and support of Digital Question Bank Management System

Dear Sir/Madam,

We, the undersigned, having examined the TOR, the receipt of which is hereby duly acknowledged, offer to meet the requirements and provide the services as required and outlined in the TOR for the software development and support of Digital Question Bank Management System.

We confirm that we have fully understood the requirements in the ToR and having understood the same we are hereby submitting our Proposal, which includes Pre-qualification bid, Technical bid and Commercial Bid as non-editable password protected PDF documents. We understand you are not bound to accept any Proposal you receive.

We confirm that the information contained in this response/ bid/ proposal or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to NISG is true, accurate, verifiable, and complete. This response/ bid/ proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the NISG in its selection process.

We fully understand and agree to comply that on verification, if any of the information provided in our response/ bid/ proposal is found to be misleading during the selection process or later, then we are liable to be dismissed from the selection process or termination of the contract if the project is awarded to us.

We undertake unconditionally that once our response/ bid/ proposal is accepted, then we will start the services required in the ToR within 3 days of LOA being issued by NISG.

Yours sincerely,  
Authorized Signature [In full and initials]:  
Name and Title of Signatory:  
Name of the bidder agency:

Address:

Location:

## Annexure II: Basic Contractual Terms

Agency is required to give written confirmation of the basic contractual terms in objective (Yes/No) manner as listed in the following checklist. This should be printed on their company letterhead and be submitted after being duly signed by the authorised signatory.

#	Contractual Term	Agency confirmation (Yes/No)
1	Agency will not subcontract the software development and support and will execute the same using their core employees.	
2	Contact details of Agency's directors, authorized signatory, and all project members, along with their latest photograph and ID & address proof, shall be submitted before commencing the project or signing the agreement, whichever occurs earlier.	
3	Any staff of Agency working on the project are subject to background check and the Agency is required to submit the report to NISG, as required time-to-time.	
4	While every effort shall be made by NISG to pay the Agency for its services on-time as per the agreement however in case of any delay the Agency shall not stop its services unilaterally, as payment to Agency shall be subject to payment to NISG by its client.	
5	Performance bank guarantee shall be taken as per the government guidelines and norms.	

6	Security of data and confidentiality of operations shall be maintained at all stages and across the project cycles, and necessary measures shall be taken in the system as well as outside the system.	
7	Agency will abide to the SLA as mentioned in Annexure VII for any delays and/or other defaults during the period of engagement.	

### Annexure III: Solution Merit Criteria

Bidder is expected to respond with a Yes (Y) or No (N) for each line item of the table below for obtaining score on Solution Merit Criteria and must provide supporting information, justification, and evidence in cases of marking Yes. It will finally be upon the discretion of the evaluation committee of NISG to confirm a Y or N for the line items.

#	Technical Strength Criteria	Confirmation from bidder on meeting of the requirement (Y/N)	Supporting information / justification.
<b>1. Architecture and Design</b>			
1.1	Does the solution confirm to the Solution Approach provided as part of the TOR?		
1.2	Are there any limitations or dependencies of proposed solution on the Operating System or Virtualized environment?		
1.3	Does the proposed solution support deployment in cloud Environment?		

1.4	Would the Solution be able to integrate with software-based printing solution in a secured manner?		
<b>2. Extensibility</b>			
2.1	<p>The proposed solution must be configurable in terms of rules, roles and the workflow.</p> <p>Does the proposed solution support configurable roles-based views and access controls?</p>		
<b>3. Availability and Scalability</b>			
3.1	There should be no single point of failure in overall solution, that is, the software should be able to support high availability (Active-Active) server mode with load balancing feature.		
3.2	<p>Is the proposed solution designed to scale on demand (e.g., number of questions, number of question papers etc.)?</p> <p>Please specify the scaling techniques that can be used to scale on demand (e.g., horizontal, and vertical scaling)</p>		

<b>4. Security</b>			
4.1	Does the solution comply with security standards such as OWASP, Guidelines for Indian Government Website (GIGW) and Cert-in?		
4.2	Is the solution capable of supporting multi-factor authentication?		
4.3	Is the solution capable of supporting role-based access control mechanism based on principle of least privilege and static and dynamic separation of duty constraints?		
4.4	Does the proposed solution work on SSL transport?		
4.5	Data stored in the Solution must be in encrypted format.		
4.6	All interfaces should be highly secured with multi factor authentication and time bound access control.		
<b>5. Performance</b>			
5.1	Is the proposed solution designed to provide sustained level of performance (response time) of critical web pages of different category of users? If so, what is the architectural approach to achieve this requirement		

5.2	<p>An optimal level of concurrency is estimated to be 100 users. This could increase with time.</p> <p>What is the architectural approach to handle growing concurrent user load on the system without significant degradation in the response time?</p>		
5.3	<p>Would the proposed solution cater to the high performance at Database level, given that there will be heavy load of documents and history of questions to be stored?</p>		

## Annexure IV: Organization Strength Criteria

Bidder will be assessed on the strength of the organization in terms of merit of implementation plan, development methodology and processes, support structure and credentials, team strength etc. as per the table given below.

Bidder will be rated on the scale of 1 to 5, 5 being maximum for each criterion. The rating will be awarded based upon the assessment by the designated evaluation committee of NISG.

#	Criteria	Description	IA Response
1	Project implementation plan	Bidder is required to submit a detailed implementation plan of the scope of work identified as per TOR and suggest as many parallel processes to expedite early delivery.	
2	Methodology	<p>Does Bidder follow a development and support methodology? Please furnish details as per the methodology checklist below.</p> <p>i. What is the development methodology and best practices you propose to follow for development? Please submit the methodology document.</p> <p>ii. What is the support and maintenance process you propose to follow for support and maintenance? Please submit the support and maintenance process document.</p>	

**TOR for Software Service Provider**

3	Manpower Mix and Ratio	Bidder should furnish a matrix of manpower mix of the organization for different roles such as project management, Solution Architect, Development Lead, Software Engineers/Developers, Support Engineers and Support Leads, involved in respective areas of software development, deployment & operations and, support and maintenance processes	
4	Support Readiness	<p>Is the Bidder at present running any remote support desk to handle L1, L2 and L3 support? If so, how many such support desks are currently functional?</p> <p>L1: Queries that need normal expertise to resolve</p> <p>L2: Queries needing technical intervention to resolve but without making changes to code</p> <p>L3: Queries needing change in code or bug to fix to resolve</p>	
5	Recognitions	Has Bidder received any recognition by Industry or in any such forum and been recognized as a premium partner? Please furnish details with relevant supporting.	



## Annexure V: Case Studies Criteria

IA is expected to furnish at least Three (3) relevant case studies and a maximum of Five (5). Each of the case studies will be scored on the below criteria with a maximum score of 5.

The rating will be awarded based upon the assessment by the designated evaluation committee of NISG.

1	Case Status	<ol style="list-style-type: none"> <li>1. Work order issued, work in-progress with WO [0.25],</li> <li>2. Work order issued, successfully completed but no completion certificate from client [0.5],</li> <li>3. Work order issued, successfully completed with completion certificate from client [1]</li> </ol>
2	Customer type:	<ol style="list-style-type: none"> <li>1. Government, citizen centric services [2]</li> <li>2. Non-government [1]</li> </ol>
3	Domain:	<ol style="list-style-type: none"> <li>1. Examination or similar domain involving processes/workflows, policies and business rules [1]</li> <li>2. Any other domain involving processes/workflows, policies and business rules [0.5]</li> </ol>
4	Customer Recommendation/ appreciation	<ol style="list-style-type: none"> <li>1. Available [1]</li> <li>2. Not available [0]</li> </ol>

## **Annexure VI: Functional Requirements**

It is expected that IA will understand detailed requirement including processes, use cases and data points during first week of requirement during project kick-off.

Following can be treated as the essential features of the system.

1. Creation and Management of SMEs
2. Creation of other users
3. Generation of questions
4. Question Bank management
5. Question Paper Design and Rules
6. Question Paper generation
7. Triggers and Alerts
8. Audit Trails
9. Reports

The requirements categorized as below.

Part 1: Role Management

Part 2: Authoring

Part 3: Creation of Question Paper

Part 4: SMEs and Curators

### **Role Management**

1. Paper Setter/s
2. Curators or Moderators
3. Question Bank Manager
4. Question Bank Supervisor
5. Controller of Examinations

## Authoring

1. Question Input or Authoring will be through secured web-based interface only.
2. Creation of Domain, Subject and Topics
  - A topic can have sub-topics. Both the Topics and Sub-topics contain questions belonging to that Subject.
    - Topics can be copied, altered, moved or deleted.
3. Questions

Questions are organized into Domain, Subject, Topic, sub-topic etc.

4. Question Types
  - Multiple Choice
  - Matching
  - True/False
  - Yes/No
  - Multiple Answer
  - Fill in the blank
  - Subjective questions where answers have to be written.
5. Creating a question (Question Input)
  - Text Editor to input the question.
  - Easy to use buttons to insert Audio, Video, Picture, Symbol etc as part of the question.
  - Text enhancing functions like underline, bold, italics, superscript, subscript etc.
  - Math Editor to input and display the mathematic equations.
  - Option to convert mathematic equations to JPEG format.
  - Spellcheck with support for adding own Words to Dictionary
  - Add Digital assets like Audio, Video, Images etc. wrt to a question/topic
6. Editing a Question

Questions need to be edited at different stages:

- During Authoring stage when a question is tried out

- After the Curation to incorporate the feedback of the curator or moderator
- Feedback from the Printer: It is possible that the Printer could come out with some issues with respect to a question/s during the final printing. All such changes made to the question/s during the printing stage must be incorporated in the respective question/s in the question bank. These changes are incorporated after the event (exam) is over.
- After the exam is over, objections are received from the candidates on the questions and answer choices. All such issues are referred to an expert committee. If the expert committee recommends any changes to the question or answer choices, the same needs to be incorporated for the respective question in the question bank.

Any change to the question in the question bank must be possible only through the Question Editor option in the application and not directly into the Database.

### 7. Setting the difficulty level

- Level 1: Measure of Factual knowledge
- Level 2: Measure of Understanding, Logic etc.
- Level 3: Measure of Application, Knowledge Transfer and Modelling

### 8. Editing of digital assets such as images along with questions

### 9. Question Elements

- Question Stem or Stimulus (main part of the question)
- Question Description (same as the stem by default)
- Choices or answer options
- Score for each answer choice (marks for Right or Wrong answer)
- Option for defining scores in decimals or fractions, both positive and negative

### 10. Question Tags

- Level
- Marks

- Status
  - Negative Marks
  - Last Used
  - Difficulty Level
  - Date Created (Date, Time, User, System etc)
  - Date of each access or update (Date, Time, User, System etc)
  - Date Last updated (Date, Time, User, System etc)
  - Question Type
  - Exposure
  - Status (in use, retired, etc.)
  - Duplicate
  - Author
  - Shuffle of Question allowed or not
  - Shuffle of Answer Choices allowed or not
11. Simple drag & drop, cut & paste controls to manage and publish question papers supporting the associated resource files like graphics, audio, video, multimedia etc.
12. TRYOUT questions during Authoring  
This will display the question as it appears in the Exam. Answering the question will yield the desired response.
13. Database support for Authoring
14. Language support (Hindi and English are compulsory)
15. Keyword search by;
- Question
  - Choices
  - Question Tags
  - Description
  - Topic names

- Author name

16. Duplicate search

- Context based search for duplicate questions between topics.
- The search is done between the questions and answer options.
- The search should look for the occurrence of the text or words rather than the complete question match.

17. Security

- Role based access control with multiple levels of permissions for Authors, SMEs and Administrators
- Define which role can take which actions, which roles can create questions, which roles can view and edit and which role can delete a question
- Encrypt questions (AES 256 bit) and tests within Windows.
- No access to DB

18. Triggers

Internal Trigger to a higher authority each and every time the application is used or accessed by any question setter, without specifying names of the question setters. In case of any detected unauthorized access attempt, a red alert should be issued at all levels from technical team to the authority. Trigger should also be sent for any attempt made to access the Database.

19. Language Support

Capability to input and store questions in several languages, English and Hindi are compulsory.

20. Translation support

Possibility of auto translation etc.

21. Question Paper Bank

22. Each question must have a unique identification number (QID)

23. Removal or retiring of question. Removal of a question do not physically remove a question from the database but renders it not to be used in any of

the tests. A question could be removed or retired due to over exposure (used many times) or doubtful cases.

The questions are categorized as doubtful if the question or the answer choice/s is not from standard sources. In some instances, different experts (setter and curator, for example) do not come to an agreement on a question or the answer choice/s. Even such questions are grouped as doubtful and marked for removal.

24. Reports (to be made available only to the authorized users in a secured manner and on the web interface only. No print option should be enabled)

- List of Domains, Subjects, Topics, Sub-topics etc.
- List of Question Sets, on any question attribute
- Number of Questions by Type

### **Creation of Question Papers**

Question paper creation is a fully software driven process using randomization of questions and also jumbling of answer keys in cases of MCQ. Question paper is not to be made available for view by anyone except for the printing authority via a secured interface and this must be integrated with the printing solution via secured API based interface.

Trigger to initiate the process of creating question paper for a given examination with the criteria for examination mentioning number of subjects, questions per subject area, difficulty level and other rules will be set only by an authorized person through a secured web interface.

### **Question Setters and SME**

1. Registration of Question Setters (SMEs).
2. Only registered SMEs can contribute questions to the bank.
3. Each selected paper setter is sent with a message on where to login and register via password protected email.
4. Login must be a multi factor authentication process.

5. The following instructions will be available to the Question Setters in their Account area via web interface, once they are able to register and login.
  - The level and the number of questions
  - Instructions
  - Curriculum
  - Sample questions, if available
  - Time window within which the questions are to be submitted.
  - Self help tools, trial area and secured video clips for training purpose.
  - SMEs contribute questions only through a web Authoring Template
6. Setter will not have the option to view/edit after final submission.
7. When question setter completes all entries and submits the final draft, the same question should be available in Question Bank in an encrypted format in the Database.
8. Curation or Moderation
  - Each and every question submitted by the paper setter is sent to another SME for peer review and curation (moderation).
  - The Work cycle is similar to the paper setting process.
9. The curator reviews each and every question for completeness, appropriateness etc and submits the questions with the following remarks.
  - Accept
  - Accept with correction.
  - Need for resetting.
  - Reject



## Annexure VII: Service Level Requirements

Bidders must take a note of the following SLA obligations applicable to different phases of the project; SLA #1 is applicable for software development, SLA#2 is applicable for software support and maintenance and SLA #3 is applicable throughout the contract period across all activities and phases. It may be noted that the acceptance to the SLA is unconditional. Bidder must respond with their stand with respect to their acceptance to the SLA as outlined below.

### 1. Service Level Requirement (SLA\_1): Delay in meeting of Milestones

IA will be required to sign an agreement with NISG with defined implementation milestones, deliverables, and timelines. IA shall meet the timeline of the milestones along with mentioned deliverables. Meeting of Milestone shall need to be notified by IA via email to the NISG and can be deemed to be met only after approval from NISG.

Any deviation in meeting of the Milestone due to unavoidable circumstances or situations like change in scope, shall need to be mutually agreed and signed with a rescheduling of the Milestone, or else it will be counted as a delay in meeting of the Milestone.

#### Measurement:

Delay = Number of additional business days taken to meet the milestone along with agreed deliverables.

#### Liquidated Damages Clause:

Delay	Liquidated Damages as a % of the Total Contract Value
<= 10 days	0
>10 and <=20 days	0.25%
>20 and <30 days	0.5%

=>30 days	1% for 30 days and 1% for every week thereafter and subject to maximum 10% of total contract value. In case of delay resulting in LD more than 10%, NISG reserves its right to cancel the contract without any payment to IA beyond that paid already.
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**2. Service Level Requirement (SLA\_2): Help Desk Resolution Time**

Any incident logged into the Incident Management Tool shall be classified in three (03) categories basis their Severity Levels, i.e. Severity Level 1 (S1); Severity Level 2 (S2) and Severity Level 3 (S3). Any query logged about change in the functionality will follow the Change Request Process agreed between IA and NISG.

IA must follow the below Service Level Requirement for queries logged and classified as S1, S2 or S3:

Type of Query	Permissible Resolution Time
S1 (Severity Level 1)	4 business hours
S2 (Severity Level 2)	8 business hours
S3 (Severity Level 3)	16 business hours

Response Time report shall be taken from the Incident Management tool on monthly basis and will be calculated for % deviation from the Service Levels across three categories of queries.

**Measurement:**

% deviation = [Number of queries that did not observe permissible resolution Time in the month / Number of queries under that category in the month] \* 100

Deviation will be calculated separately for each category of incidents and the liquidated clauses will also be applicable for each category separately.

**Liquidated Damages Clause:**

<b>% Deviation</b>	<b>Liquidated Damages as a % of the Total Contract Value</b>
>= 5% and <10%	0.01%
>= 10% and < 20%	0.02%
>= 20%	0.03%; doubles for every additional 10% deviation

**3. Service Level Requirement (SLA\_3): Confidentiality and Security Breach of Information**

IA shall ensure that all application-level data access and security measures to ensure that there is no instance of data loss, security breach, leakage, or tampering throughout contract period, are built in the solution. Application Software level security measures for end-to-end management of data from creation till consumption/ purging/ archival are in the scope of this requirement.

In case of any such occurrence as described above, NISG will have the right to suspend the project operations and all payments to IA and establish an enquiry process. IA shall provide a detailed report comprising of the Root Cause Analysis and the mitigation plan in consultation with the Hosting Service Provider, and provide full cooperation during the enquiry process. NISG will cancel the contract of IA if the IA is found responsible and demand full refund of money already paid to IA as well as charges for court cases if any would follow. The matter may also be reported to law enforcement agencies for necessary action.

## Annexure VIII: Commercial Bid Format

**Guidelines for Commercial Proposal to be provided on company letterhead signed and stamped by the authorised signatory.**

1. The agency is expected to provide the cost of following components:
  - e) Total Annual License fee of the software product for 5 years (to be paid in 5 equal instalments per year)
  - f) One-time fixed-price implementation cost
  - g) Support and Maintenance cost per quarter
  - h) A fixed blended rate per person-month for handling any change requests in future.
  
2. There should be no hidden component of the cost and the above should be all inclusive, with only taxes shown separately However the cost and taxes shown shall be added for commercial evaluation. The format illustrated below should be used:

S.N.	Item	Cost without tax	Tax	Cost with tax
1	Total Annual License Fee for 5 years (to be paid in 5 equal installments per year)			
2.	One-time Fixed-price implementation cost			
3.	Support & maintenance cost per quarter			
4.	Blended rate per person-month			

3. Prices shall be quoted entirely in Indian Rupees.
4. Proposed cost shall be frozen for the full contract period without any escalation in the price.
5. No clauses for price fluctuations due to fluctuation of the Indian currency against any of foreign currency will be accepted during the period of the contract.

**Note:** The commercial figure quoted will be an all-inclusive figure – inclusive of out-of-pocket expenses and all taxes, duties, etc. payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a commercial bid will be treated as an invalid bid.

**\*\*\*\*\*END OF DOCUMENT\*\*\*\*\***