

**DETAILED TENDER DOCUMENT FOR PREPARATION, PRINTING  
AND SUPPLY OF QUESTION PAPER BOOKLET, OMR SHEET,  
SCANNING OF OMR SHEET & PREPARATION OF RESULT**

**NAGALAND STAFF SELECTION BOARD**

**Opposite NPSC Complex  
Speaker Road, New Capital Complex  
Kohima-797004**

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***Subject– Engagement of Agency for preparation, printing and Supply of  
Question paper booklet, printing and supply of OMR sheet, scanning  
of OMR answer sheet and preparation of result for a period of 1 year.***

**MODE OF SELECTION – QCBS (QUALITY CUM COST BASED SELECTION)**

## Disclaimer

This Tender is not an agreement and is not an offer by the Office of the Nagaland Staff Selection Board but an invitation to receive offer (bid) from parties/vendors, who are qualified to submit their proposals (bids). No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized officer of NSSB with the vendor.

The information contained in this Tender Document or subsequently provided to Bidder/s, whether verbally or in documentary form by Secretary cum Controller Nagaland staff Selection Board, is provided to Bidder(s) on the terms and conditions set out in this Open Tender Document and any other terms and conditions subject to which such information is provided.

The purpose of this Open Tender Document is to provide the Bidder with information to assist the formulation of their Proposal. This Open Tender Document does not purport to contain all the information each Bidder may require.

The NSSB Representatives, make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Open Tender Document.

The NSSB Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Open Tender Document.

## INTRODUCTION:

The Nagaland Staff Selection Board, Kohima, Nagaland is entrusted with the task of conducting exams for recruitment to Group “C” vacancies requisitioned by various Department & Heads of Departments of the Government of Nagaland. The Board is task with recruitment for a large number of vacancies, both technical and non-technical, through conduct of OMR based objective question exam. The Board intends for empanelment of agencies for the work related to setting and supply of Question papers, printing of O M R image, scanning of answer sheets readable on OMR system, result preparation for objective & other activities related to processing of results of competitive examination as under:

Date of inviting tender	9 <sup>th</sup> May 2023	
Last Date for online submission of Tender Form and scanned documents	19 <sup>th</sup> May 2023	Submit it to nssb-ngl@gov.in
Last date for submission of hard copy to the Office	23 <sup>rd</sup> May 2023	NSSB, office, near NPSC office, new Secretariat Complex, Kohima
<b>TENDER DOCUMENT CAN BE DOWNLOADED FROM THE OFFICIAL WEBSITE OF NSSB i.e nssb.nagaland.gov.in</b>		

## **About this Tender**

NSSB envisage to conduct yearly examination for various Group “C” posts under Government of Nagaland. These examinations consist of one General paper for general posts and technical paper for Technical posts. The examination for which bid is being invited is likely to be held in the month of **August 2023**.

The syllabus for the departmental examinations is hosted on the Board’s website [nssb.nagaland.gov.in](http://nssb.nagaland.gov.in)

This tender document details the operational expectations from prospective bidders for outsourcing the preparation, printing and Supply of Question paper booklet, printing and supply OMR sheet, scanning of OMR answer sheet and preparation of result.

## **1. QUESTION SET PREPARATION**

The Service provider must ensure a robust mechanism for preparation of questions and a secure mechanism for the transmission of the same during examination. The Service provider shall adhere to the following:

- Ensure to maintain highest standard of confidentiality in creation, processing, maintenance, storage, encryption and administration of question set.
- Ensure that the question items are not directly taken from question papers of any other examinations during last 3 years.
- Arrange for creation of items with the help of dedicated panel of subject experts.
- Ensure second level of validation of items created by panel of subject experts.
- Questions would be created topic-wise and subsequently the same would be clubbed
- Difficulty level of items would be assigned by one panel of subject experts and the same would be validated by another panel of subject experts.
- Pool of questions will be created topic-wise/subject-wise with proper tagging of difficulty level of each question item.
- Complete set of question papers would be generated from the pool of questions through a computerised programme just before downloading the question paper for the examination.
- Ensure that the question papers have similar difficulty level across various sets of question papers for one examination.
- Ensure proof-reading of each question.
- Questions must be randomized.
- Perfection of question should be of the highest level.

## **2. PACKING & SUPPLY OF QUESTION PAPER BOOKLETS/OMR SHEETS**

- Printing & center wise sealing/packing of Question booklet & OMR sheets should be done separately for each center, and the same are to be supplied at any exam center or any other center decided by the competent Authority which shall be informed ahead of the examination.

- Sample set of question paper with the preset instructions only with the OMR sheet enclosed must be submitted to NSSB before the conduct of exam for verification and checking of quality of QP, OMR material.
- Envelopes/packets of question papers of each center are to be made center-wise for each center distribution as per requirement. However additional 10 extra QPs in only one packet in addition to the requirement for each center should be added. Numbering of question papers encased in the packets/envelopes is to be shown on the body of packet on the space provided for this purpose.
- Any changes in the packing format if necessary shall be informed well ahead of time.

### **3. PRINTING & SCANNING OF OMR SHEET**

#### **1. OMR Sheet Specifications:**

- The original OMR answer sheet should have unique serial number of the answer sheet.
  - There should be 01(one) carbonless copy of the original OMR answer sheet.
  - The leaves of the answer sheet should be printed in different colours for easy identification.
  - Thickness of the original OMR sheet should be minimum 105 to 110gsm (A4 Size).
  - Thickness of the carbonless copies should be minimum 50-60gsm (Candidate Copy).
  - Appropriate security features should be incorporated as required.
  - Printed OMR answer sheets should be packed in tamper and waterproof envelope with appropriate labelling.
  - OMR Sheets must be placed in Cardboard, Wrapping with Butter/Plastic wrappers containing 1200 sheets (10 packet of 12 sheets each) or as per the capacity of the center including the extra OMR. OMR sheets may be prepared center wise as per NSSB list & their shall be no extra cost for this.
  - Every OMR sheet must have a unique no without any duplicacy with BARCODE.
  - Pattern: The answer sheets should be in duplicate.
  - Quality: Blemish free/dust free good quality paper
  - Accuracy: The timing tracks & registration points have to be 100% accurate.
  - Type & Providing: Two colour Printing.
  - Colour: The Printing should be “Drop Out” colour.
  - Litho Code: 100% accurate Litho Code printing without any duplication
  - Sample sheets: 10 Answer Sheets Provided with Litho Code to pass through the OMRs successfully furnishing its specifications duly signed by the bidder.
  - Capture mark sense (bubbles, checks, tick marks)
  - Discriminate between smudges and erasures and valid marks
  - Maximum 10% surplus OMR sheets may be supplied as per no of Candidates per Exam basis.
2. The OMR sheet shall be transported to the safe designated location for

scanning as decided by the NSSB. The vendors shall bring their Scanning system device to the premise. All travel expenses shall be borne by the Service provider.

3. Verification of data, generation of reports such as absentee list, item analysis, cross check fromdebarred list.
4. Storing the images as per Bar code Number/Register Number.
5. Editing of variable master data such as Roll Number, etc.
6. Data entry of OMR sheet which cannot be scanned.
7. Raw data capture and handing over of the same in soft copy format.
8. Matching of candidate identity from Master Record with OMR.
9. Final processing of data for preparation of marks list.
10. Generation of different lists viz. complete merit lists, category wise lists, roll no wise lists etc. after processing of data.
11. The captured data will be stored in two separate databases.
12. The data so prepared has to be 100% error free
13. Provide data in flash drive or in such form as may be desired by the Board.
14. Sorting out data discrepancy if any, using scanned image.

#### **4. PREPARATION OF FINAL SCORES**

- (a) Service Provider will provide the answer keys to the Board after the conclusion of the examination.
- (b) Service provider will provide the scores of the candidates within 10 days of the finalisation of answer keys.

#### **5. CONFIDENTIALITY**

- a) The agency shall not, without prior written consent from NSSB, disclose the Contract, or any provision thereof, or any specification, application design, plan, drawing, pattern, sample or information furnished by or on behalf of this contract in connection therewith, to any person other than a person employed by the agency in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. Strict confidentiality shall be maintained at all stages of processing and finalization of examination results. No information of any kind should be leaked out directly or indirectly to any unauthorized person. Any such action will lead to blacklisting of the vendor without notice and also initiation of appropriate legal action.
- b) The agency shall not, without prior written consent of NSSB, make use of any document or information, except for purposes of performing the

Contract. All related document issued by NSSB, other than the Contract itself, shall remain the property of the NSSB and shall be returned (in all copies) to NSSB on completion of the Contract.

- c) The agency shall notify NSSB promptly if it is aware of any disclosure of the Information otherwise than as permitted by this Contract or with the authority of NSSB.
- d) The obligations of confidentiality under this section shall be for life time i.e. even after the completion or termination of the contract.
- e) The agency, its agent or its employee shall not remove any information which might have come to its custody during the discharge of its obligation under the contract through any means like, but not limited to, email, CD, DVD, Pen Drive, Hard Disk or printed form without the specific written permission of NSSB.
- f) The agency shall be liable to fully recompense NSSB for any loss of revenue arising from breach of confidentiality. The NSSB reserves the right to adopt legal proceedings, civil or criminal, against the agency in relation to a dispute arising out of breach of obligation by the agency under this clause.
- g) The agency shall sign a Non-Disclosure Agreement (NDA) with NSSB. The agency and its antecedents shall be bound by the NDA. The agency will be held responsible for any breach of the NDA by its antecedents or delegates.
- h) This restriction does not limit the right to use information.

## **6. PENALTIES:**

For any breach of any of the aforesaid conditions, the contractor shall be liable for imposition of penalties as under:

- a. For leakage of secrecy & confidentiality- termination of contract with forfeiture of security deposit along-with filing of Criminal Complaint against the Vendor and Blacklisting of the Vendor will be done by Board.
- b. For 30 plus copy pasting of Questions directly from question banks from one particular GS book available in the market, 10 percent of QP contract will be deducted.
- c. For delay in delivery of QP penalty will be imposed as deemed fit by NSSB.
- d. For interruption of work without any sufficient cause – upto Rupees One lac. For each day of delay, occurs on the part of system integrator, beyond three days of the schedule date of completion – Rs. 10,000/- (Rupees Ten Thousand) only per day.
- e. For mistakes exceeding one in 10,000 sheets – Rs. 5,000/- (Rupees Five Thousand) only per sheet.
- f. For incorrect & incomplete result/data - upto Rupees One lac.
- g. Malfunctioning of machine during pendency of work leading to inappropriate delay: Rupees Twenty Five thousand in each case.

- h. For continuous unsatisfactory services – termination of contract with forfeiture of security deposit.
- i. In case of negligence on the part of company or deliberate inaction or any other serious lapse, the Board reserves the right to blacklist the company in addition to above mentioned penalties

## 7. SUPPORT FOR RTI & COURT CASES:

The Selected agency who under take to supply scanning & result processing shall be responsible to supply informatics relating to RTI and other Court Cases as and when required.

## 8. INSTRUCTIONS FOR BIDDERS:

- a. Tenderers/Bidders are advised to study the tender document carefully before submitting the tender form. It will be presumed that the tenderer/bidder have considered and accepted all the terms and conditions of this tender. No enquiry, what so ever verbal or written shall be entertained in respect of acceptance/rejection of the tender. BIDS MUST BE UNCONDITIONAL.
- b. The tenderer should take care that no column in the **Tender Form** should be left blank which would otherwise make the tender liable for rejection. In case any column has to be left blank, it should be filled as “NOT APPLICABLE”.
- c. Bids should be prepared in accordance with the prescribed format **Annexure-I (Technical Bid)** i.e Details of the Agency & its Resources) and **Annexure-II (Financial Bid)** of the tender documents shall be emailed by 19<sup>th</sup> May 2023 and submit the hard copy in sealed cover to the Secretary, NSSB by 23<sup>rd</sup> May 12:00 Noon. The Tender document can be downloaded from [www.nssb.nagaland.gov.in](http://www.nssb.nagaland.gov.in)
- d. The tender must be accompanied by Original Earnest Money Deposit (EMD) /Bid Security of **Rs.50,000/- (Rupees fifty Thousand only)** in the form of “Bank Draft” drawn in favour of **NAGALAND STAFF SELECTION BOARD**. NO EXEMPTION OF EMD SHALL BE ALLOWED TO ANY ONE INCLUDING PSUs/ CO- OPERATIVE SOCIETIES/ ORGANISATIONS. EMD should reach in physical in the office of Secretary, NSSB before closing time of the Tender.
- e. The tender form is non-transferable.
- f. The prospective bidder shall furnish the following documents along with their technical bid (**Annexure-I**):-

- a) Copy of Company/Partnership Registration Certificate.
- b) Self-attested copy of GSTN Number;
- c) Self-attested copy of PAN No. card under Income Tax Act;
- d) Self-attested copy of Service Tax Registration Number;
- e) Self-attested copy of Valid Registration No. of the Agency/Firm;
- f) ITR for last three financial year (2020-21, 2021-22 & 2022-23)
- g) Annual turnover in the last three years i.e., 2020-21, 2021-22 & 2022-23 certified by CA.
- h) **Bid Security of Rs.50,000 (Rupees Fifty Thousand only);**  
A **Notarized** Affidavit that the Agency has not been blacklisted by any of the Departments/Organizations of the Government of Nagaland/any other State Government/Government of India and no criminal case is pending against the said firm/agency;
- i) Terms and conditions duly accepted/signed with the stamp of the prospective bidder.
- j) Experience Certificate that the Tenderer has successfully undertaken task of Setting QP, supply & scanning the OMR sheets with organizations for at least 1 lakh OMR sheets.
- k) Sample copy of OMR sheets.
- l) Tender paper signed with seal & date in each page.
- m) Proof of ownership/purchase of OMR Machines.

All the above Documents along with, the original EMD and undertakings with stamp of agency should reach the office of the Secretary, NSSB, before the date and Time of the Tender/Bid Submission.

## 9. SCHEDULE FOR INVITING TENDER:-

Name of the Client: **Secretary, Nagaland Staff selection Board, Nagaland.**

- a. The Tender should be submitted in sealed cover to the Secretary by closing date i.e 23<sup>rd</sup> May 2023. 19<sup>th</sup> May 2023 shall be the last date for Online submission .

## 10. ELIGIBILITY CONDITIONS/ SELECTION CRITERIA:

- a) The tenderer should have the experience of providing similar works for at least **last three consecutive years i.e. during 2020-21, 2021-22 & 2022-23** in the field of QP setting and supply, OMR scanning and image capturing readable on OMR and processing of



results thereof with minimum two organizations of Central/State Govt./PSU/Autonomous Institutions/ Universities/ Public Service Board's/ Boards of the Government of India or Government of Nagaland or any other State Government or Public Sector Banks or Local Bodies/Municipalities in each year with proven track record (Proof to this effect to be attached with Technical Bid).

- b) The agency should have a turnover in the said activity (as mentioned in **sub-para** above) of **Rs.100** lacs annually during the last three years i.e., **2020-21, 2021-22 & 2022-23** (Please attach documentary proof certified by CA in support of claim).
- c) The tenderer firm/agency/organisation should have a valid registrations such as G S T N , Permanent Account Number (PAN) of the Income Tax Deptt. Service Tax Registration Number, Provident Fund Registration Number; ESI Registration Number, License Number under Contract Labour Act, Requisite Licenses etc for scanning of OMR SHEETS, if applicable.
- d) The Tenderers should submit an undertaking and affidavit with the Technical Bid to the effect that he or his firm has **not been black-listed** by any of the Departments/Organizations of the Government of India/Government of Nagaland and no criminal case is pending against the said firm on the date of submission of this bid (Prescribed Proforma as per **Annexure III**)
- e) Resolution of the Agency meeting authorizing the person to sign tender document (if applicable).
- f) The tenderer should submit an **undertaking** with the Technical Bid to the effect that Terms and conditions of the Tender are duly accepted/ signed with the stamp of the prospective bidder.
- g) The tenderer should have at least **3 scanners** with capacity of at least 5000 pages per day.

Machines should be Heavy duty capable of working at least 8 hours a day.

- h) Tenderer must handover the work performed by him to the authorized person of Board on per day basis in soft/hard copy as may be desired by the competent authority.

## **11. PROCEDURE OF SUBMISSION OF BIDS: (TWO separate Bids i.e.**

### **(1) Technical Bid (2) Financial Bid to be submitted)**

- a) The copy of following documents should be attached with the Technical Bids and submitted to the Secretary NSSB by 12.00 Noon of 23<sup>rd</sup> May 2023. Online submission must be done by 19<sup>th</sup> May 2023.
- i. Bank Draft of **Rs 50,000/-(Rupees Fifty Thousand only)** in favour of Nagaland Staff Selection Board, Nagaland as EMD. **Original EMD should be enclosed with tender document.** No other form of EMD is acceptable.
- ii. Prescribed Technical Bid Tender form (as per **Annexure-I**) along with **copies of all the documents as detailed in the clause 8(d) and Clause 8(f). Original Demand Draft/Bankers Cheque for EMD amount & Undertakings** (as per **Annexure-III & IV**) **should be physically deposited in the office of the Secretary, NSSB in sealed covers by the Last date & time.**
- iii. Prescribed **Financial Bid form (as per Annexure-II)**
- b) Financial Bids will be opened only of those firms which qualify technical bid.
- c) The Bids will be rejected in the event of information being found false or detected incorrect or incomplete at any stage prescribed in the tender or any ineligibility being detected, and no correspondence thereof shall be entertained, whatsoever.
- d) The Bid Security will be forfeited in the following conditions: -
  - i If at any stage, any of the information/declaration given by the bidder is found false.
  - ii. If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
  - iii. In case of any lapse/default in honoring of the terms and conditions at any stage after submitting the tender.
  - iv. In case of final selection of bidder, if he fails to enter into the contract or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

## **12. ADDITIONAL DOCUMENTS TO BE SUBMITTED ALSO WITH THE TENDER**

The bidder should enclose following documents (self- attested scanned copies) in support of information provided in Annexure-I (Technical Bid):

- a) Proof indicating headquarters/Office of the Company/Firm with Telephone no. s, FAX No.& email ID etc.

- b) Name & address (s) of the partner(s), Proprietors (s) or Board of Directors as the case may be and the Memorandum of Association, Article of Association, Partnership Deed etc. as applicable.
- c) Audited balance sheet and profit & loss account of the last three financial years. The specific turnover for said work must be certified by Chartered Accountant.
- d) Details of the employees indicating their qualifications & experiences.
- e) A Resolution appointing an authorized signatory of the company/ firm.
- f) The tender form should be signed only by an authorized signatory of the company/firm. Attested copies of the GSTN, registration No. of agency, PAN No. allotted by the Income Tax Dept., Income tax Clearance Certificate, ESI No., PF No. (if applicable) along with copy of registration under Service Tax Act, Delhi VAT Act (whichever is applicable), satisfactory performances certificate from the concerned organizations where such type of work/jobs been performed by the agency earlier, should also be enclosed.

### **13. PERIOD OF CONTRACT AND TERMINATION**

The Contract will be initially for a period of **One recruitment year** from the date of signing of the agreement and will continue till completion of the work in process during the said period. Depending upon satisfactory performance of the work by the agency, the contract can be extended for a further period of one year on same time, terms and conditions. The contract with the agency can be terminated at any point of time during the period of contract, if the work of the agency is NOT found satisfactory or to the satisfaction of the Board.

#### **14. PAYMENT TERMS AND CONDITIONS**

- a) The payment shall be made as per the lowest rate quoted and accepted. The payments for scanning & processing the results will be made only after the completion of the entire work up to the satisfaction of the Board. TDS (Tax Deducted at Source)/Service tax (as applicable) will be deducted by the Board as per rules.
- b) The Board may impose penalty on the agency empanelled for mistakes/irregularities committed by the agency. Following is an illustrative list of the specific penalties:
  - i. Not having the adequate infrastructure/capacity to perform the work as per tender.
  - ii. Failing to complete the whole scanning activity in r/o each assignment within the period stipulated by the Board.
  - iii. Failing to process the results or reading of the data on OMR machine and providing Image thereof.
  - iv. The Agency shall also prepare suitable software for data processing.
  - v. The work of the agency if not found satisfactory or any breach is noticed or any manipulation is reported or noticed by the Board, the Board shall reserves the right to cancel the tender/Impose penalty as per stipulation of the tender document.
  - vi. If the contract of the agency is terminated for non-performance of the work satisfactorily, NSSB reserves the right to forfeit partly or fully the Bank Guarantee/EMD tendered by the agency and no payment will be made for the work done.
- c) Any loss, damage, financial liability etc. accruing to the Board by way of Court orders; litigation or under Right to Information Act Or otherwise on account of any irregularities, negligence, omission, Board or mishandling etc, the agency shall be accountable and the entire damage or loss of financial liability shall be borne entirely by the Agency.
- d) In case of any dispute in question, the same shall be settled by way of arbitration proceedings to be conducted by a sole Arbitrator to be appointed by the Competent Authority. The arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act, 1996.

#### **15. OTHER TERMS AND CONDITIONS**

- a) The Agency has to bring adequate number of OMR / image scanners (Minimum 3 OMR and 3 image scanners). Machines to be deployed may need to be increased / varied from exam to exam basis as per Board's

requirement. Software(s) used in the process is to be provided by the Contractor.

- b) Machines should be of high quality OMR scanners with a speed capacity of processing not less than 5000 (five thousand only) OMR sheets per hour and should be heavy duty capable of working at least for 8 hours per day. Double scanning shall be made with two different machines. Depending upon the volume of OMR sheets to be scanned, the number of machines needs to be increased. For the subject work, each OMR answer sheets shall be scanned twice separately in two different machines. The agency shall take all regular checks and balances in the system to able to capture mark sense/images of entire OMR answer sheets and discriminate between smudges, erasures and valid marks.
- c) The rates quoted should be exclusive of taxes but inclusive of all misc. expenses such as cost of transportation of machines, etc for the works and should be quoted per OMR sheet. During the period of contract, the rates will not be revised except on revision of any taxes by the Government of Nagaland or by the Government of India.
- d) The agency shall provide back up of data on flash drive or in any form as specified by the Board immediately after completion of scanning/scoring of answer sheets.
- e) The agency should be in a position to provide equipment of reading of bar code no., if bar codes are used by the Board.
- f) All the documents submitted along with the bid should be signed by the authorized signatory with seal of the agency.
- g) No blanks should be left which may otherwise make the tender liable for rejection.
- h) Tenderer submitting the tender will be presumed to have considered and accepted all the terms and conditions. No enquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- i) Any act on the part of the tenderer to influence any person in the Board will be a cause for rejection.
- j) Quotations must be unconditional.
- k) In no case any job or work under this contract and arising hereto shall be Sub-contracted or assigned by the Agency in any manner to anyone else.
- l) The time and secrecy is essence of the contract between the parties and the contract shall be summarily terminated for breach of this condition.
- m) The scanning and generating of data should be completed as per given

schedule and instructions of the Board.

- n) Any change in the schedule will be notified by the Board in advance and the agency would have to comply and observe it strictly. In case of any delay, the agency would be liable to pay damages. In case of any regular delays, the Board would be entitled to cancel the agreement and in that case, the agency will not be entitled to any amount payable to them under this contract. Any amount, if already paid under this contract would be reclaimed by the Board with interest. In case the contract is terminated on account of delay on the part of the agency, the Board would be entitled to get the work done from any other company, agency or person and the tenderer would be liable to hand over all the incomplete work to the Board and will not object in any manner to the work being completed by any other company, agency or person.
- o) The agency shall undertake full responsibility for the safe custody and secrecy of the documents supplied to it by the Board for scanning and processing of results. The data given by the Board will be kept strictly confidential and no part of it will be divulged to any person without written authorizations from the Board. In case of any lapse found/noticed by the Board, agency shall be fully responsible for the consequences.
- p) All the results/data files of all the recruitments and any material, data and intermediate files prepared there from shall be the exclusive property of the Board and agency shall not have any right in any manner nor shall be entitled to retain the same in any manner or on any account. Non-performance of any part of the contract by the Board shall not be a ground for the agency to retain the property of the Board and/or use it in any manner in any eventuality. All intermediate data would also be supplied to the Board on disks and on such other material as would be required for the purpose and the data and program developed will not be erased without written permission of the Secretary/Controller of the Examination of the Board.
- q) The agency shall extract such data and in such form, as may be desired by the Board, from the captured data for different purposes including item analysis.
- r) The agency will at all times allow the duly authorized officers of the Board to inspect the data entry and processing work for its accuracy, quality and timely completion of all stages of work. The agency shall be bound to comply with the instructions of the authorized officers of the Board

- s) Final processing in respect of all reports will be done only after getting clearance in writing from the Board.
- t) Notwithstanding anything stated above, the Board reserves the right to assess the agency's capability, capacity, infrastructure, eligibility, integrity and credibility to perform the said work and the Board's decision shall be final. The Board reserves the right to accept/reject any or all the tenders, not necessarily the lowest tender without assigning any reason. The lowest bidder must fulfill the eligibility conditions for the award of the work.
- u) After finalization and acceptance of the rates, the tenderer will have to satisfy the fulfilment of all the terms and conditions of the tender and will enter into a contact agreement with the Board for execution of the above mentioned work and such contract besides other normal terms and conditions mentioned above. Performance Guarantee in the format of FDR/Bank Guarantee/DD or in any other valid form for Rs. 50,000/- \*Rupees Fifty Thousand Only+ in favour of "Secretary, Nagaland Staff Selection Board", valid for 60 days beyond the contract period shall be submitted along with Agreement.
- v) In case of any dispute, the decision of the Board will be final and binding on the agency. The Kohima Bench of Hon'ble Gauhati High court shall have exclusive jurisdiction in case of any dispute on any account arising between the parties.
  - a. NSSB has fixed **minimum number of one hundred OMR sheets (100) for each result preparation irrespective number of application in different posts. For each result preparation NSSB will pay minimum amount for 100 OMR sheets.**
  - b. The Agency will provide RTI support & provide required document/Information for court cases as and when required by the Board
- w)The Scanning of the OMR Answer Sheet shall be done in the designated safe location as decided by the NSSB which shall be under CCTV coverage.
- x) It is not binding on NSSB to accept the Lowest rate Tender.
- y) The Successful bidder has to deposit Bank Guarantee of Rs.1 Lakh for the agreement period towards- performance guarantee & has to sign on agreement. EMD will be forfeited in case of failure to sign agreement.

**EMD of unsuccessful Bidders will be returned back.**

## **ANNEXURE-I**

**(Technical Detail for supply of QP, OMR sheet Scanning and Finalization of Data)**

**a. ABOUT THE FIRM**

a.	Year of Establishment	:
b.	Type of firm/Organization (Proprietary/Private/Public/Govt.)	:
c.	Copy of Registration, if applicable	:
d.	Total Turnover during: (Attach photocopies of Audited Balance sheet)	2020-21 2021-22 2022-23
e.	GSTN Number Income Tax No.(PAN No./TIN No.) Service Tax Registration No., with copy of last three years ITR	:
f.	Details of premises: Owned/Rented	:
g.	Quality Certification No, if any	:
	Details of Issuing Authority	:
	Validity of Certificate	:From To
h.	Activities of the Organization:	:
i.	Since when engaged in EDP	:
	OMR Processing	:

- j) Past experience in handling Examination data processing through OMR jobs with the name of the organization(s), nature of jobs, volume of work in terms of applications, duration for completion of job and since when:  
**(Use separate sheet for details)**

Year	Name of Organization and contact person along with Tel. No.	Nature of work/Technology used	No. of Candidates	Duration for completion of job	Value of the (Job copy of work order to be enclosed)
2020-21					
2021-22					
2022-23					

**k) Details of EMD/S.D-**

D.D no \_\_\_\_\_ dt \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Name of the Bank & Branch \_\_\_\_\_



## **SYSTEM DEVICE DETAILS**

### **OMR Scanners**

Model	No. Available	(ownership of purchase of machine (Y/N)) Bills copy to be enclosed.	Manufacturing Year	Speed of each scanner

**Certified that all the terms and conditions of this TENDER are accepted by us.**

**Authorized Signatory (With  
full name, designation &  
Stamp)**

Contact person:\_\_\_\_\_

Off. Telephone No./Mobile No.\_\_\_\_\_

## ANNEXURE-II

### **FINANCIAL BID**

S.No.	Description of the job	Rates to be quoted (Per Question & OMR answer sheet) (Excluding taxes /Levies)
1.	For Question booklet preparation, the syllabus with marks distribution is in the website. QP will be objective type for 200 questions.	
1.	<b>IMAGE CAPTURING</b> of OMR sheet in required format with <b>DOUBLE SCANNING OF OMR</b> Answer sheets with one Tier exam./two Tier exams., data processing, Generation of Reports such as absentee list, item analysis, cross check from debarred list and furnishing data base in the required software/format, matching of data with the master data and final processing of data for preparations of the results at the premises of the Board as per direction and in the format given by the Board. (Both for One Tier/Two Tier Exams.)  <b>(Including cost of supply of OMR Sheet, Packing, Loading, Unloading etc.)</b>	

### **N.B**

1. The rates quoted should be exclusive of taxes but inclusive of all misc. expenses such as cost of transportation of machines, etc for the works and should be quoted per OMR sheet. During the period of contract, the rates will not be revised except on revision of any taxes by the Government of Nagaland or by the Government of India.
2. In case of any Exam, where Candidates no. is less than 100, NSSB may calculate it as 100 & Payment will be made accordingly.

## ANNEXURE-III

### **UNDERTAKING**

It is certified that my firm/agency/Vendor has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of Nagaland or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on.....

Signature of the Tenderer \_\_\_\_\_

Place:

Name of the Signatory \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/2023

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

## ANNEXURE IV

### **UNDERTAKING**

It is certified that I personally read the Tender Document and accept all the Terms and Conditions mentioned therein.

Signature of the Tenderer \_\_\_\_\_

Name of the Signatory \_\_\_\_\_

Name of the Firm/agency \_\_\_\_\_

Seal of the Firm/Agency \_\_\_\_\_

Place :-

Date

:-

## **Master Service Agreement**

*(To be executed on Rs.100/- Non-Judicial Stamp Paper bought in ..... )*

This **AGREEMENT** is entered into at **Kohima** on the day \_\_\_\_\_ of 2023 between “**NSSB**” (which term shall mean and include its Successors and permitted assigns)

AND \_\_\_\_\_ a company registered under the Companies Act, 1956 having its registered office at \_\_\_\_\_ here in after referred to as the “Successful Bidder” (which term shall mean and include its successors and permitted signs)

Whereas NSSB invited vide Notice \_\_\_\_\_ for selecting Implementation Partner for preparation, printing and Supply of Question Set booklet, printing and supply OMR sheet, scanning of OMR answer sheet and preparation of result for recruitment exam under NSSB.

Whereas NSSB and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions:

1. This Contract shall remain in force during the Contract period as per the Deliverables and Scope of work from the date of signing of this Contract. NSSB may renew/ extend the contract for a further term based on mutual consent on the same terms and conditions stipulated herein or on such terms and conditions as may be agreed upon by the parties at that time.
2. The Successful Bidder agrees to deliver the services as per the scope this tender document within the stipulated period prescribed by NSSB at the cost arrived as per commercial bid. This cost is firm and not subject to enhancement.
3. The Contractor or part share of interest in it shall not be transferred or assigned by the Successful Bidder directly or indirectly to person or persons whomsoever without the prior written consent of NSSB.
4. Neither NSSB nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond the reasonable controls such as:-
  - a. Natural phenomena including but not limited to earthquakes, floods and epidemics.
  - b. Acts of any Government authority domestic or foreign including but not limited towards declared or undeclared.
  - c. Accidents or disruptions including, but not limited to fire and explosions.
5. The Tender document in relation with this shall be deemed to form and be read and construed as part of this Contract. The enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6. Liquidated Damages (LD)

1. The Bidder must strictly adhere to the implementation schedule, specified in the purchase order / contract issued by NSSB to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable NSSB to resort to any or both of the following:
    - a. Claim liquidated damages as per the Service Level Agreement mentioned in - Technical Bid for delay and the Maximum LD applicable is 10%. However, LD clause will not be applicable if the delay is not due to issues related to the vendor.
    - b. In-case of the termination of the purchase order/ contract by NSSB due to non-performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.
  2. In addition, NSSB reserves the right to award the work to any other party/ parties and the loss/ expenses incurred thereafter will be recovered from the Successful Bidder.
  3. Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.
7. The detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.
8. Notwithstanding anything contained in the penalty clause, NSSB reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of NSSB for a minimum period of three years from the date of blacklisting for failure to carryout supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in NSSB's tender bids.
9. Payment Terms
- a. There shall be no provision of advance payments. 100% payment shall be made after successful completion full recruitment process for each post. Security Deposit / Performance Security shall be released only after 6 months from successful completion of contract.
  - b. Any payment due to the successful bidder will be released within 30 (thirty) days from the date of receipt of bills along with acceptance from NSSB.
  - c. The TDS amount, Penalty if any, will be deducted in the payment due to the successful bidder. The Taxes as applicable during the contract period will be paid by NSSB. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to NSSB.
  - d. The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed to the respective statutory authorities. NSSB will not be

responsible or liable for default on payment of taxes to the statutory authorities.

10. The Successful Bidder shall be liable and/or responsible for the compliance of all Statutory Provisions, especially those relating to User Laws in respect of this Contract.
11. Any notice from one party to the other given or required to be given here under shall be given by either:
  - a. Mailing the same by registered mail, postage prepaid, return receipt requested; or
  - b. Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgement of receipt.
12. In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, NSSB reserves the right to recover costs/liabilities arising directly due to such breach from the Successful Bidder.
13. In case of Political uncertainty, examinations may not be conducted by NSSB for a certain period.
14. Termination of Contract
  1. Termination for Default;
    - a. NSSB may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to complete any or all of the works within the time period(s) specified in the Contract, or fails to complete the items of work as per the Completion Schedule or within any extension thereof granted by NSSB; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of NSSB, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
    - b. In the event of NSSB terminating the Contract in whole or in part, NSSB may procure, upon terms and in such manner as it deems appropriate, the services similar to those delivered and the Successful Bidder shall be liable to NSSB for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.
  2. Termination of Insolvency

NSSB may at any time terminate the Contract by giving written notice with a notice

period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrete hereafter to NSSB.

3. Termination of Convenience

NSSB may by written Notice, with a Notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NSSB convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

15. Any notice to the successful Bidder shall be deemed to be sufficiently served, if given or left in writing at the last known place of abode or business.

16. NSSB reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.

17. Arbitration and Jurisdiction

a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by NSSB.

b. If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by NSSB. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

c. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Kohima and



language will be English. Fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties. Subject to as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re- enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

- d. Subject to above, the Kohima Bench of the Hon'ble Gauhati High Court alone shall have jurisdiction in this matter.

In Witness whereof the parties here to have signed on the day, month and year above written in the presence of:

For and on behalf of Successful Bidder	For and on behalf of NSSB
Witness	Witness
Witness	Witness

**Non-Disclosure Agreement**

*[The Non-Disclosure Agreement needs to be signed by a person duly authorized by the selected AGENCY. A copy of the authorization by the AGENCY (copy of Board resolution or Power of attorney) should be provided along with the Non-Disclosure Agreement]*

This AGREEMENT (hereinafter called the “Agreement”) is made on the \*day+ day of the month of \*month+, [year], between, NSSB, on the one hand, (hereinafter called the “Purchaser”) and, on the other hand, [Name of the AGENCY] (hereinafter called the “Operator”) having its registered office at [Address]

**WHEREAS**

- a. the “Purchaser” has issued a public notice inviting various organizations to .....
- b. [Name of the Project] for NSSB (hereinafter called the “Project”) of the Purchaser;
- c. the Operator, having represented to the “Purchaser” that has been selected after the evaluation in the proposed Project, The Purchaser and the Operator agree as follows:
  1. The Operator to whom this Information (Any information that is provided or obtained during the execution of contract is provided/disclosed/obtained shall:
    - a. Hold such Information in confidence with the same degree of care with which the Operator protects its own confidential and proprietary information;
    - b. Restrict disclosure of the Information solely to its employees, agents and contractors with a need to know such Information and advise those persons of their obligations hereunder with respect to such Information;
    - c. Use the Information only as needed for the purpose of execution for the Project;
    - d. Except for the purpose of execution of the Project, not copy or otherwise duplicate such Information or knowingly allow anyone else to copy or otherwise duplicate such Information; and
    - e. Undertake to document the number of copies it makes on completion of the Contract and in case unsuccessful, promptly return to the Purchaser, all Information in a tangible form or certify to the Purchaser that it has destroyed such Information.
  2. The Agreement shall apply to all Information relating to the Project disclosed by the Purchaser to the Bidder under this Agreement.
  3. Nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise, to the Operator, in any of the Information.
  4. This Agreement shall benefit and be binding upon the Purchaser and the Bidder and their respective subsidiaries, affiliates, successors and assigns.
  5. This Agreement shall be governed by and construed in accordance with the Indian laws.
  6. The Operator shall have no obligation to preserve the confidential or proprietary

nature of any Information which:

- a. Was previously known to the Operator free of any obligation to keep it confidential at the time of its disclosure as evidenced by the Bidder's written records prepared prior to such disclosure; or
- b. Is or becomes publicly known through no wrongful act of the Operator; or
- c. Is independently developed by an employee, agent or contractor of the Operator not associated with the Project and who did not have any direct or indirect access to the Information.

For and on behalf of  
the Bidder (Signature)

(Name of the Authorized Signatory)

## **Affidavit Format**

**(To be provided on Rs. 100/- Stamp Paper duly sworn by the agency and duly attested by a 1st Class Magistrate.)**

This has reference to the Nagaland Staff Selection Board dated .....

Engagement of Agency for Setting & supply of Question Booklet, OMR sheets, scanning of OMR sheet, preparation of result.

In this regard, it is certified that –

1. We are not under any Declaration of Ineligibility for corrupt or fraudulent practices with any Government departments/ agencies/ ministries or PSU"s and we are not blacklisted by any government departments/agency/ Ministries or PSUs.
2. If successful, we will undertake the assignment in accordance with the Scope of Work.
3. The firm/agency is not involved in any ongoing investigation by any investigating agency related to Question paper leakage ,conduct of exams and supply of OMR sheet. Further Firm/agency is not blacklisted/ debarred by any Govt. Body/ Govt. Institution/ Board/ PSU of the country as on date.
4. If successful, we will provide a dedicated, well qualified team for the purpose.
5. All the documents enclosed/uploaded in response to the above quoted tender are True and nothing has been fabricated.
6. In the event of the failure of complying with any of the above condition, we are liable for initiation of necessary legal/criminal proceeding against us along with forfeiture of the EMD.

Thanking you,

Name of the Bidder:

.....

Authorized

Signatory:

.....

Seal:

Date:

Place