

Queries – Clarification/Suggestions & Responses

| S . N o | Pg. No. | Document Section | Content of the RFP requiring clarification | Points of Clarification/ Suggestions by Prospective Bidders | Response/Clarification from CODE |
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| 1. | 12 | Preference to “class I Local Suppliers”: | ‘Margin of purchase preference’: - The margin of purchase preference shall be 20%. The Definition of the margin of purchase preference is defined in the Govt. of India Order No: P-45021/12/2017-PP (BE-II) Dt.4th June 2020) Order 2017. As per the Government of India Order – “Margin of Purchase Preference” means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference. | We suggest removal of this section, as this will not be applicable in QCBS based evaluation. | As it doesn’t pertain to type of evaluation no change is required. |
| 2. | 15 | 1.2 General Instructions- Earnest Money Deposit (EMD) & Performance Guarantee; Point 1 & 9 | Performance guarantee for Rs.1,50,00,000/- has to be submitted in addition to above EMD by way of bank guarantee by the successful bidder only. | We suggest accepting EMD of Rs. 1,00,00,000 in the form of a Bank Guarantee. Or Return the EMD amount after awarding the order and then accept the Performance Security Rs. 2,50,00,000/- in the form of a Bank Guarantee. | EMD & Performance Guarantee (for successful bidder) can be paid through Bank Guarantee (BG) |
| 3. | 16 | 1.2 General Instructions - Marking on Technical Bid; Point 5 | All technical bids should have the page-wise heading as “Technical Bid” and page no. in all pages with seal and signature of authorized signatory. | It is logically difficult for our authorized signatory to sign all the pages of the bid document. Hence, as an organization process, we sign the document using digital signature of authorized | The para may please be read as “All technical bids should have page-wise heading as “Technical Bid” and page no. in all pages with signature/digital signature of |
| 4. | 17 | 1.2 General Instructions - | The Tenders should be typewritten. The name | | |

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| | | Preparation of Tender; Point 8 | and signature of the bidder's authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with a forwarding letter on the agency's letterhead. | signatory for security and ease of operations. The digital signatures are affixed on the last page of the Bid response document along with digital signature on all the annexures and declarations which makes it non-editable. | authorized signatory affixed on all the pages of the bid response document along with signature/digital signature on all the annexures and declarations." |
| 5. | 18 | 1.2 General Instructions - Signing of Tender: | The Tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the tender are not fully filled in or not duly signed/authenticated. Each page of the tender documents is required to be signed and bears the official seal of the tenderers. | Request IITM CODE to accept the same in place of signature on each page. | |
| 6. | 17 | 1.2 General Instructions - Preparation of Tender; Point 16 | Quotations should be submitted in Sealed Cover only. Unsealed/improperly sealed covers will be summarily rejected. Quotes given by the tenderers in their own format/letter heads will not be considered at all. | Since this is an online bid submission, request removal of this Point. Also, we suggest removing any other point which refers to physical submission of documents needs to be removed. | Being online submission, this requirement is removed. |
| 7. | 18 | 1.2 General Instructions | Tenderer shall submit along with his Tender: II. Proof of registration with sales tax /VAT authorities like registration number, range etc. in clear terms. | We suggest the following changes to the clause: Tenderer shall submit along with his Tender: II. Proof of registration with sales tax /VAT authorities like registration number, range etc. in clear terms. | The para may please be read as "Tenderer shall submit along with the tender the proof of registration with GST." |
| 8. | 21 | 3.1.1 Technical Evaluation (Score Model) - Stage I; Point 4 | They should have a minimum turn-over of ₹ 500 crores in each of the last 5 financial | We suggest removal of Annexure 2 from the point as the same doesn't have any | The para may please be read as " They should have a minimum turn-over of |

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| | | | years starting from 2018-19. The details in this regard to be submitted in Annexures 1 & 2. | relevance here. | ₹ 300 crores in each of the last 5 financial years starting from 2018-19. The details in this regard to be submitted in Annexures 1. | | | | | | | | | |
| 9. | 22 | 3.1.1 Technical Evaluation (Score Model) - Stage I; Point 16 | The bidder should not have been blacklisted by central/state government departments/undertakings. | We suggest the following changes to the clause: The bidder should not have been blacklisted by central/state government departments/undertakings as on the date of submission of the bid | The para may please be read as "The bidder should not have been debarred by Central/State Government departments/undertakings as on the date of submission of the bid. | | | | | | | | | |
| 10. | 23 | 3.1.1. Technical Evaluation (Score Model) – Stage II – Table I Point 1.4 | Bidder's financial capability: Average annual turnover from examination service for the period 2018-19,2019-20, 2020-21,2021-22, 2022-23 (max mark 5) a. More than 500 cr and less than 750 cr b. More than 750 cr and less than 1000 cr c. More than 1000 cr | We suggest the following changes to the clause: Bidder's financial capability: Average annual turnover from examination service for the period 2018-19,2019-20, 2020-21, 2021-22, 2022-23 (max mark 5) a. More than 500 cr and less than 750 cr b. More than 750 cr and less than 1000 cr c. More than 1000 cr | The para may please be read as Bidder's financial capability: Average annual turnover from examination service for the period 2018-19,2019-20, 2020-21,2021-22, 2022-23 (max mark 5) a. More than 299 cr and less than 750 cr -- 2.0 b. More than 750 cr and less than 1000 cr - 3.0 c. More than 1000 cr --5.0 | | | | | | | | | |
| 11. | 23 | 3.1.1 Technical Evaluation (Score Model) - Stage II - Table I; Point 1.7 | Number of exams in computer based tests (with more than 1,00,000 candidates) completed in India in last two years (as on date of bid submission) a. 50 - 100 b. 100 - 500 c. > 500 | We suggest the following changes to the clause: Number of exams in computer based tests (with more than 1,00,000 candidates) completed in India in last two years (as on date of bid submission) a. 50 - 100 b. 100-11 - 500 20 c. > 500 20 | 1.7 under 3.1.1 may please be read as <table border="1" data-bbox="1166 1648 1495 1864"> <tr> <td>a</td> <td>0-25</td> <td>1.0</td> </tr> <tr> <td>b</td> <td>25-50</td> <td>2.0</td> </tr> <tr> <td>c</td> <td>50-100</td> <td>3.0</td> </tr> </table> | a | 0-25 | 1.0 | b | 25-50 | 2.0 | c | 50-100 | 3.0 |
| a | 0-25 | 1.0 | | | | | | | | | | | | |
| b | 25-50 | 2.0 | | | | | | | | | | | | |
| c | 50-100 | 3.0 | | | | | | | | | | | | |

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| | | | | | | d | 100-500 | 5.0 |
| | | | | | | e | >500 | 10.0 |
| 12. | 27 | 4.1.1.2 Computer based non-programming testing capability | Identification of hot spots | <p>Identification of hot spots as question type can be created only from the supported question types in the solution. Candidate can attempt MCQ, MSQ, Group, Sequencing etc. type of questions.</p> <p>Kindly confirm if the understanding of the capability is correct or if there is any deviation.</p> | Hotspot is a question type where the candidates, on the basis of the given instruction(s), indicate the correct answer by clicking on a point/area inside an image or illustration. | | | |
| 13. | 27 | 4.1.1.4 Language Assessment by Audio/Video testing capability | <ul style="list-style-type: none"> For Speaking component, the solution should be capable of providing questions in audio, video, picture or text format and capture the audio responses of the candidate. The vendor/EP should provide an evaluation mechanism for the audio responses and an auto evaluation mechanism for responses to objective questions. | <p>We suggest the following changes to the clause:</p> <ul style="list-style-type: none"> For Speaking component, the solution should be capable of providing questions in audio, video, picture or text format and capture the audio responses of the candidate. The vendor/EP should provide an evaluation mechanism for the audio responses and an auto evaluation mechanism for responses to objective questions. | <p>The solution should be capable of providing questions in audio, video, picture format.</p> <p>The vendor/EP should provide an auto evaluation mechanism for responses to objective questions.</p> | | | |
| 14. | 30 | 4.1.2 Technical bid should contain – Point 2 | In case any computer-based tests are conducted outside India, cities and corresponding number of nodes should be provided. | Requesting IITM CODE to share the requirements well in advance for feasibility study and confirmations. | The para may please be read as “ In case any computer-based tests are conducted outside India, cities and corresponding number of nodes should be Provided. Please note | | | |

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| | | | | | that EP will be provided required information well in advance." |
| 15. | 34 | 6.3.3. Personnel | There will be one TA for every 100 candidates and part thereof at an Exam Center. | <p>We suggest the following changes to the clause:</p> <p>There will be one TA for every 100 candidates and part thereof at an Exam Center.</p> | This para may please be read as One TA for every 250 candidates and part thereof at an exam center |
| 16. | 35 | 6.3.3. Personnel | <p>There will be one Admin person from the EP who will ensure a comfortable experience for the candidate and the people accompanying them by ensuring facilities such as Directions and sign boards to exam halls, clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, adequate parking facility within the premises are available. This person will also ensure last mile connectivity to the center by managing local transport from the main roads.</p> | <p>Clean and well-maintained toilets (separately for boys and girls) will be made available within the premises. However, refreshment centre, waiting room for accompanying people, and adequate parking facility may not be available within the premises in every venue. Hence, we suggest the following changes to the clause:</p> <p>There will be one Admin person from the EP who will ensure a comfortable experience for the candidate and the people accompanying them by ensuring facilities such as Directions and sign boards to exam halls, clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, adequate parking facility within the premises are available. This person will also ensure last mile connectivity to the center by managing local transport from the</p> | The para may please be read as There will be one Admin person from the EP who will ensure a comfortable experience for the candidate and the people accompanying them by ensuring facilities such as Directions and sign boards to exam halls, clean and well-maintained toilets facility within the premises are available. Refreshments, waiting rooms and parking are desirable to have in centers. |

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| | | | | main roads. | |
| 17. | 35 | 6.3.3. Personnel | The EP will also ensure availability of at least one adequately trained Network Maintenance Engineer at each Center - 1 person per 200 candidates. | We suggest the following changes to the clause: The EP will also ensure availability of at least one adequately trained Network Maintenance Engineer at each Center - 1 person per 200-250 candidates. | The para may please read as The EP will also ensure availability of at least one adequately trained Network Maintenance Engineer at each Center - 1 person per 250 candidates. |
| 18. | 36 | 6.3.4. Infrastructure | Clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | Clean and well-maintained toilets (separately for boys and girls) will be made available within the premises. However, refreshment centre, waiting room for accompanying people, and adequate parking facility may not be available within the premises in every venue. Hence, we suggest the following changes to the clause: Clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | The para may please be read as Clean and well-maintained toilets within the premises must be available |
| 19. | 36 | 6.3.4. Infrastructure | The College or the ITF should also ensure the availability of a functional local area network and a power backup generator. All systems and network equipment at each Exam center should be provided with | We suggest the following changes to the clause: The College or the ITF should also ensure the availability of a functional local area network and a power backup generator. All systems and network equipment at each Exam center should be | The College or the ITF should also ensure the availability of a functional local area network and a power backup generator. All systems and network equipment at each Exam center should be provided with functional UPS/Power Generator. Uninterrupted power |

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| | | | functional UPS. Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination. | provided with functional UPS/ <u>power generator</u> . Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination. | should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination. |
| 20. | 36 | 6.3.4. Infrastructure | Clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | We suggest the following changes to the clause: Clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | The para may please be read as Clean and well-maintained toilets within the premises must be available. |
| 21. | 36 | 6.3.5.1 Pre-examination processes | The EP must decide so that static mock exams can be conducted by the interested candidates, if necessary, using mock question papers provided by the IITM CODE team. The static mock exams should be available to all the applicants at least two weeks before the actual examinations so that the candidates can have practice sessions. | Sharing of static mock links for sample QPs (1 or 2) can be done. Any other requirements needs to be discussed and mutually agreed between TCS and IITM Code | The following para is added to 6.3.5.1 pre examination process: Any requirement for conducting of mock exams will be discussed and mutually agreed between the IITM CODE & Bidder. |
| 22. | 36 | 6.3.5.1 Pre-examination processes | URL for the mock exam should be sent to every registered candidate by email and SMS as soon as the mock exam is available by the EP | Since Exam application form being handled by customer, and we don't have candidates email and mobile number, URL will be shared with IITM CODE and they can circulate it to candidates or host it in their web site. | This para is deleted |
| 23. | 39 | 7. Post-Examination Operations at | Individual candidate-wise, item-wise responses and audit | Due to security concerns, we suggest, | This para may please be read as All the exam related |

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| | | every center | trail will be captured and loaded into a physical storage medium such as CDs or pen drives. The CDs or pen drives will be handed over to IITM CODE. The data will also be uploaded to a server at the Master Control Facility. After the confirmation of proper transfer of data to the server at the Master Control Facility, the TAs will delete the responses and audit trails in the hard disks of any local server (if applicable). The EP will maintain the data in a secure manner till instructed by IITM CODE to delete the same. | Post completion of the examination, all the exam related data (individual candidate-wise, item-wise responses and audit trail) will be uploaded to the bidder's Data center. The exam related data will then be transferred to IITM CODE in a secured medium and mutually agreed timeline. | data (individual candidate wise, item wise responses and audit trail) have to be uploaded to the bidder's data center. The exam related data will then be transferred to IITM CODE in a secured medium and mutually agreed timeline |
| 24. | 43 | Annexure – 1: Financial Information | <p>1) Gross annual turnover For works of similar nature *****</p> <p>c) Financial Arrangements for carrying out the proposed work</p> | <p>We suggest the following changes to the clause:</p> <p>1) Gross annual turnover For works of similar nature *****</p> <p>c) Please clarify what is expected as proof</p> | Annexure 1 - certified by auditor |
| 25. | 43 | Annexure – 1: Financial Information | <p>Documents to be attached along with the above statement:</p> <p>a) Up-to-date Income Tax Clearance Certificate</p> | <p>The Income Tax Dept has done away with the practice of issuing tax clearance certificate for the purposes of tenders, vide Circular no. 2/2004 dated 10-Feb-2002.</p> <p>ITR Acknowledgement can submitted as proof for the same</p> | Annexure 1 - certified by auditor |
| 26. | 43 | Annexure – 1: Financial Information | d) Certificate of Financial soundness from the bankers of | Please provide the amount for which certificate of financial | Please get bankers' certificate for 100 cr |

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| | | | the Bidders | soundness needs to be generated from the Banker. | |
| 27. | 59 | Annexure - 8: Compliance sheet | Were you ever blacklisted by any central / state government departments/ undertakings? | We suggest removal of this point. | This para may please read as ; Were you ever debarred by any central / state government departments/ undertakings as on date of submission? |
| 28. | 63 | Annexure - 8A: Compliance sheet; Point 12 | Clean and well maintained toilets, availability of a refreshment centre within the premises, a waiting room for accompanying people, adequate parking facility within the premises must be available. | We suggest the following changes to the clause: Clean and well-maintained toilets, availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | The para may please be read as "Clean and well-maintained toilets within the premises must be available." |
| 29. | 72 | Annexure - 10: List of Examination Centers | List of Examination Centers with whom you have a Memorandum of Understanding and available for IITM CODE examinations <ul style="list-style-type: none"> Center Name Contact Details (Name, Designation, Telephone / Fax, Email) Any Computer based test conducted (YES / NO) and Name of Examination Maximum Number of Nodes Used During the Examination | We suggest the following changes to the clause: List of Examination Centers with whom you have a Memorandum of Understanding/ <u>Job Order/ Purchase order</u> and available for IITM CODE examinations <ul style="list-style-type: none"> Center <u>Name Code</u> Contact <u>Details</u> (Name, Designation, Telephone / Fax, Email) Any Computer based test conducted (YES / NO) and <u>Name of Examination</u> <u>Maximum</u> | The question may please be read as List of Examination Centers with whom you have a memorandum of understanding/agreement and available for IITM CODE examinations Center Name Any Computer based test conducted (YES / NO) Maximum Number of Nodes Used During the Examination |

| | | | | Number of Nodes Used During the Examination | |
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| 30. | 73 | Annexure - 11: List of Countries | <p>List of Countries with whom you have a Memorandum of Understanding and available for IITM CODE examinations</p> <ul style="list-style-type: none"> Center Name Contact Details (Name, Designation, Telephone / Fax, Email) Any Computer based test conducted (YES / NO) and Name of Examination | <p>We suggest the following changes to the clause:</p> <p>List of Countries with whom you have a Memorandum of Understanding / <u>Job Order/ Purchase Order</u> and available for IITM CODE examinations</p> <ul style="list-style-type: none"> Center Name Code Contact Details (Name, Designation, Telephone / Fax, Email) Any Computer based test conducted (YES / NO) and Name of Examination | <p>The question may please be read as List of Countries with whom you have a Memorandum of Understanding/agreement and available for IITM CODE examination</p> <ul style="list-style-type: none"> Center Code Any Computer based test conducted (YES / NO) |
| 31. | 5 | Last date for receipt of tender | 23.11.2023 @ 3PM | We request to extend the last date for receipt of tender to 10 working days post the release of corrigendum on pre-bid responses. | It is extended by 1 week to 30/11/2023 |
| 32. | 18 | Period of Service: | The period of service is for Three years starting from January 1 st 2024 and can be extended for two more years, one year at a time, without any price escalation on mutual agreement with the terms and conditions agreed upon. | We suggest yearly price for every year of the contract duration instead of single price. | The para remains the same. |
| 33 | 10 | 7) EMD: | 8) Performance Security: ... The performance security should be furnished within 14 days from the date of | 8) Performance Security: - ... The performance security should be furnished within <u>15</u> days from the date of | The para may please be read as Performance Security: ... The performance security should be furnished within 14 |

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| | | | the purchase order. | the purchase order signing the <u>agreement on mutual terms and conditions.</u> | days from the date of the signing the agreement on mutual terms and conditions. |
| 34 | 11 | 9) Risk Purchase Clause | In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause. | In the event of failure of supply of the item/equipment within the stipulated delivery schedule, the purchaser has all the right to purchase the item/equipment from other sources on the total risk of the supplier under risk purchase clause. | The para remains the same |
| 35 | 11 | 11) Debarment from Bidding: | In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IIT Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender. | In case of breach of Terms & Conditions, Bidder may be suspended from being eligible for bidding in any contract with the IIT Madras up to 2 Years [as per Rule 151(iii) of GFR] from the date of Tender <u>reject the bid / terminate the agreement if executed.</u> | The para remains the same |
| 36 | 11 | 12) Disputes and Jurisdiction: Settlement of Disputes: | ...Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. | ...Unless the Parties agree on a sole arbitrator, within 30 days from the receipt of a written request by one Party from the other Party to so agree, the arbitral panel shall comprise of three arbitrators. In that event, the supplier will nominate one arbitrator and the Project Coordinator of IITM shall nominate on arbitrator. The <u>two appointed arbitrators shall appoint third arbitrator.</u> Dean IC&SR will nominate the Presiding Arbitrator of the arbitral tribunal. | The para remains the same |
| 37 | 12 | 13) Force Majeure: | If a Force Majeure situation arises, the | If a Force Majeure situation arises, the | The para may please be read as |

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| | | | Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. | Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. <u>If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability. The Purchaser shall pay the Supplier the fees for services (if any) being provided till date of such termination.</u> | If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If a Force Majeure Event continues for more than 30 days, either Party may, by a written notice to the other Party, terminate this Agreement, without liability. The Purchaser shall pay the Supplier the fees for services (if any) being provided till date of such termination. |
| 38 | 15 | Earnest Money Deposit (EMD)& Performance Bank Guarantee | 7. EMD will be forfeited in the case of non-execution of the order within the due date. | 7. EMD will be forfeited in the case of non-execution of the order within the due date. | The para remains the same |
| 39 | 19 | 2. Mode of Payment and penalty clauses | The payment to the EP-Exam Partner, shall be made in Indian rupees and shall be paid only after the successful completion of the entire work without any delays or | The payment to the EP-Exam Partner, shall be made in Indian rupees and shall be paid only | Penalty clauses are mandatory to safeguard the interest of IITM and ensuring service quality of successful bidder. Accordingly, it is the responsibility of service |

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| | | | <p>errors. No advance payment shall be made. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidated damages on account of delays, errors, cost and time overruns etc. If the bidder fails to execute the contract, the IITM CODE committee shall have the liberty to get the work done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.</p> <p>Failure on exam day: For every 1-hour delay in start of exam, 1/3 of payment for candidates at center will be deducted from total</p> | <p>after the successful completion of the entire work <u>as per the scope of services agreed between the parties</u> without any delays or errors. No advance payment shall be made. <u>All amounts payable to supplier are exclusive of any Taxes.</u> <u>Purchaser shall be entitled to deduct from applicable payments to Supplier, any tax on Supplier' income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide Supplier with evidence or certificate of payment of such tax to the taxing authorities.</u> <u>Supplier shall submit invoices to Purchaser in accordance with the payment</u></p> | <p>provider to meet out the agreed deliverables as per terms and conditions to avoid penalty. Hence, the content remain same.</p> |
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| | | | <p>payment.</p> <p>Delay in release of accurate results in correct format – 10% deducted for every day delay in results with a cap at 50%</p> <p>In case of any delays/issues during the pre-exam processes, during conduct of exam or post processing of exam responses, the EP should submit a detailed report to IITM CODE outlining the causes for the problem and the work around for the problem faced that was provided.</p> | <p><u>schedule in Schedule 4. Purchaser shall remit payment to Supplier within thirty (30) days from the date of invoice. Supplier shall invoice and Purchaser shall make payment, in accordance with the billing period specified in Schedule 4. If any invoice remains unpaid after the aforesaid period, Supplier shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services. The successful bidder has to sign an agreement on mutual terms and conditions on non-judicial stamp paper which shall contain penalty clauses related</u></p> | |
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to liquidated damages on account of delays, errors, cost and time overruns etc. If the bidder fails to execute the contract, the IITM CODE committee shall have the liberty to get the work done through any other agency. ~~with full cost recoverable from the bidder in addition to damages and penalty.~~

Failure on exam day:
For every 1-hour delay in start of exam, 1/3 of payment for candidates at center will be deducted from total payment.

Delay in release of accurate results in correct format - ~~0.1%10%~~ deducted for every day delay in results with a cap at 50% of the exam value of that particular exam.

In case of any delays/issues during the pre-exam processes, during conduct of exam or post processing of exam responses, the EP should submit a detailed report to IITM CODE outlining the causes for the problem and the work around for the problem faced that was provided.

The maximum cumulative penalty applicable for any exam shall not exceed 5% of the

| | | | | <u>exam value of that particular exam.</u> | |
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| 40 | 41 | ACKNOWLEDGEMENT | It is hereby acknowledged that I/We have gone through all the points listed under "Specification, Guidelines, Terms and Conditions" of the tender document. I/We totally understand the terms and conditions and agree to abide by the same. | It is hereby acknowledged that I/We have gone through all the points listed under "Specification, Guidelines, Terms and Conditions" of the tender document. I/We totally understand the terms and conditions and <u>subject to the deviations submitted along with this tender</u> agree to abide by the same. | The para remains the same |
| 41 | 79 | Annexure – 16: NON-BLACKLISTING DECLARATION | <p>a. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.</p> <p>b. We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities in last XX years.</p> | <p>Request modification of this Annexure to</p> <p>a. <u>To the best of our knowledge,</u> We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.</p> <p>b. <u>To the best of our knowledge,</u> We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities in <u>as on the date of submission of the bid last XX years</u> that may have an impact of affecting or compromising the delivery of services as required under this assignment.</p> | <p>The para may please be read as</p> <p>a. To the best of our knowledge, we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment</p> <p>b. To the best of our knowledge we are not debarred by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities as on the date of submission of the bid that may have an impact of affecting or compromising the</p> |

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| | | | | | delivery of services as required under this assignment. |
| 42 | | | Credit period | The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team) from the date of invoice. In case the customer does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EVENT OF DEFAULT by customer. A notice of EVENT OF DEFAULT will be issued with a cure period of 15 calendar days (this is to be included only if there is a cure period made available to us for our EVENT OF DEFAULT) and in the event the EVENT OF DEFAULT is not cured within the cure period given , the service provider has a right to terminate the contract without any further notice. | Undisputed invoices are generally cleared within 45 days |
| 43 | | | Financial Bid | We assume that the Per Registered Candidate rate quoted would be Per Scheduled candidate per session, per stage , per subject, per Admit card issued – pl confirm We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred We assume that GST would be quoted extra as | Yes. Currently GST is not applicable for our exams. Contract period is initially for 3 years which is extendable for an additional period of 2 years without price escalation. |

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| | | | | <p>this is a multi year contract - any hike in the rate would be accordingly borne by the client. PI confirm the contract period</p> | | |
| 44 | 20 | 3.1 Technical Evaluation | - | <p>Capability of the vendor/EP to conduct examinations for at least 2,00,000 candidates in a single session and 4,00,000 candidates in a single day, adequately distributed across India.</p> | <p>As these are the outreach programmes - the total volume of candidates per exam and single session volume is unlikely to be so high - hence request you to pl lower this to 100000 candidates in a single session and 200000 candidates in a single day in the last 5 years</p> | <p>It is not possible . We had 2,00,000 lakhs candidates appear in the recent exams conducted in Oct '23 and this volume will go up as per projection mentioned in the tender document.</p> |
| 45 | 20 | 3.1 Technical Evaluation | - | <p>Capability of the vendor/EP to provide at least 2,25,000 nodes (including backup) per single session, adequately distributed across India</p> | <p>As these are the outreach programmes - the total volume of candidates and single session volume is unlikely to be so high - hence request you to pl lower this to 1,00,000 nodes per session</p> | <p>It is not possible . We had 2,00,000 lakhs candidates appear in the recent exams conducted in Oct '23 and this volume will go up as per projection mentioned in the tender document</p> |
| 46 | 21, 57 | 4, 4 Technical Evaluation | - | <p>They should have a minimum turn-over of ₹ 500 crores in each of the last 5 financial years starting from 2018-19.</p> | <p>To be fair to other vendors we request to pl change this to : They should have a average turn-over of ₹ 300 crores in the last 5 financial years starting from 2018-19.</p> | <p>The para may please be read as " They should have a minimum turn-over of ₹ 300 crores in each of the last 5 financial years starting from 2018-19. The details in this regard to be submitted in Annexure 1.</p> |
| 47 | 21, 57 | 5 ,5 Technical Evaluation | - | <p>The bidder's average Annual Turnover during the last three financial years should be ₹ 200 crores or more in India from Computer Based Examinations</p> | <p>To be fair to other vendors we request to pl change this to : The bidder's average Annual Turnover during the last three financial years should be ₹ 150 crores or more in</p> | <p>The para may please be read as "The bidder's average Annual Turnover during the last three financial years should be ₹ 250 crores or more in India from Computer Based Examinations</p> |

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| | | | | India from Computer Based Examinations | | |
| 48 | 21, 57 | 8. Technical Evaluation | 8 | Atleast one project conducted for 2.0 lakh candidates in a single session at least 2 times in the last 3 years | To be fair to other vendors we request to pl change this to : Atleast one project conducted for 1.0 lakh candidates in a single session at least 2 times in the last 5 years | It is not possible. We had 2,00,000 lakhs candidates appear in the recent exams conducted in Oct'23 and this volume will go up as per projection mentioned in the tender document. |
| 49 | 23 | 3.1.1 Technical Evaluation (Score Model) , Stage II, Table 1 | | Criteria - point 1.4 | To be fair to other vendors we request to please change this to : Bidder's financial capability: Average annual turnover from examination service for the period 2018-19,2019-20, 2020-21,2021-22, 2022-23 (max mark 5) a. less than 100 cr - 2 b. More than 100 cr and less than 150 cr -3 c. More than 150 cr - 5 | The para may please be read as Bidder's financial capability: Average annual turnover from examination service for the period 2018-19,2019-20, 2020-21,2021-22, 2022-23 (max mark 5) a. More than 299 cr and less than 750 cr -- 2.0 b. More than 750 cr and less than 1000 cr - 3.0 c. More than 1000 cr -- 5.0 |
| 50 | 23 | 3.1.1 Technical Evaluation (Score Model) , Stage II, Table 1 | | Criteria -point 1.6 | To be fair to other vendors we request to please change this to : Bidder's experience in conducting Computer based Test: Maximum number of candidates appeared in any computer based test in a single shift completed in India in any of the last five years (as on date of bid submission) (max mark 10) a. 50,000 - 75,000 -3 b. 75,000 - 1,00,000 - 5 c. > 1,00,000 - 10 | As we expect to conduct exams for 20 L -30 L candidates every year in the next couple of years this change request can't be accommodated. |
| 51 | 23 | 3.1.1 Technical | | Criteria - Point 1.7 | To be fair to other vendors | As we expect to conduct |

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| | | Evaluation (Score Model) , Stage II, Table 1 | | we request to please change this to : Number of exams in computer based tests (with more than 100,000 candidates) completed in India in last five years (as on date of bid submission) (max mark 10) a. 10 - 15 -3 b. 15 - 20 -5 c. > 20 -10 | exams for 20 L -30 L candidates every year in the next couple of years this change request can't be accommodated. |
| 52 | 73 | Annexure 11 | List of Countries | Please provide the minimum number of Candidates and the city in each country where the Vendor is expected to provide the Center . Request that this annexure be removed from the submission as the confirmation can only be given when the vendors knows the expected candidate count per city . This Annexure can be submitted by the successful bidder based on mutual discussion and agreement | This number may vary for each exam and will be known at the time of exam registration only. |
| 53 | 32 | 5.1 Administering the Examination | The agency should be able to support the entire solution (across India & outside India) on a 24x7 basis with a maximum response time of 3 hours | Require more clarification on this requirement. | There may be any crisis situations while conducting exams both internal and external. The agency should solve it on 24x7 basis to complete the exam without any disruption. |
| 54 | 33 | 5.3 Dedicated Program Manager and Escalation | There should be a tracking system with suitable mechanisms for raising tickets and closure of | NSEIT has their own call logging system for the examination. Is this the same requirement or | Tracking system used to raise feature requests for the Questions Papers and will be used right from the |

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| | | | outstanding issues along with the escalation matrix provided. | different, kindly clarify. | start of course run until the exams are completed and results handed over. |
| 55 | 36 | 6.3.4 Infrastructure | Availability of a refreshment center within the premises, a waiting room for accompanying people, and adequate parking facility within the premises must be available. | This may not be available at all the centers. Also NSEIT proposes to avoid these facilities to manage the crowd properly | It is recommended, not mandatory. |
| 55 | 36 | 6.3.5 Exam Delivery | URL for the mock exam should be sent to every registered candidate by email and SMS as soon as the mock exam is available by the EP. | IIT Madras will have to provide the SMS header for sending the SMS to the candidates. Does NSEIT have to create an email ID or will it be provided by IIT Madras. | Ok |
| 56 | 38 | 6.3.5.7 Generation of Event based Log | The EP should not keep/have any audit trail data with them post-handover. | NSEIT will have to store the data for result preparation post which the data can be purged from NSEIT servers. NSEIT will not be able to provide any assistance for Candidates queries, RTI queries, Court Cases etc. once the data is purged. | Ok |
| 57 | 38 | 6.3.5.8 Saving of Response | The final response data in a format specified by IITM CODE should be uploaded to the server in the Master Control Room within 30 minutes of the completion of each session of examination. The EP will not keep/have any response data with them posthandover. | Data will be uploaded in the master server of NSEIT within 3 to 4 hrs after completion of each batch. NSEIT will have to store the data for result preparation post which the data can be purged from NSEIT servers. NSEIT will not be able to provide any assistance for | Ok |

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| | | | | Candidates queries, RTI queries, Court Cases etc. once the data is purged. | |
| 58 | 49 | Annexure - 7 | List of cities where we have conducted exams in the recent past with candidate count | Kindly confirm if the count for each city is for a single session or the overall examination. | It is count for each city for the month of Oct'23 |
| 59 | - | - | Data Retention | Kindly confirm till when the data has to be retained. | 3 months |
| 60 | 27 | 4.1.1.2 - Computer based Non-programming testing capability | Identification of hot spots | Request to provide more clarity on this question type and sample questions if possible | Hotspot is a question type where the candidates, on the basis of the given instruction(s), indicate the correct answer by clicking on a point/area inside an image or illustration. |
| 61 | 27 | 4.1.1.2 Computer based Non-programming testing capability | Essay type questions – which will be manually evaluated | we assume plain text writing will suffice the requirement, kindly confirm. We assume two step verification of answer with only entering of marks (without OSM) will suffice the requirement kindly confirm | Yes, plain text writing excluding mathematical equations will be ok. This will be manually evaluated by Faculty. |
| 62 | 28 | 4.1.1.6 Managed Internet Based Assessment capability in centers | Managed Internet Based Assessment capability in centers | We assume intranet based exam on center will also suffice the requirement, kindly confirm | No. It is not an intranet based exam. Exams are conducted in centers through internet for outside india candidates where in person proctoring will happen |
| 63 | 29 | 4.1.2 - Question Paper Authoring Software | Simple and easy to handle software (Windows/Linux based) to be made available to the course instructors (SME) which will be installed on their machines locally | We assume web based solution which can be accessed only via secure connection will also suffice the requirement, kindly confirm | Ok |
| 64 | 37 | 6.3.5.5 Details to be displayed on | Provision of Data tables | Request to further elaborate on this | Provision of additional Information for |

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| | | candidate console as part of Exam Software | | requirement | candidates regarding some type of questions viz., formulae,smith chart, case studies etc. |
| 65 | 39 | 7 – Post Examination Operations at every center | Individual candidate-wise, item-wise responses and audit trail will be captured and loaded into a physical storage medium such as CDs or pen drives. | We assume transferring data directly on the EP master server and then transferring from EP master server to client's server will also suffice the requirement, kindly confirm | Ok |
| 66 | 27 | 4.1.1.2 Computer Based Non Programming testing Capability | Alphanumeric type whose answer matches an exact value or a set of values with option to specify if the answer should be case sensitive or insensitive with exact/set of matches/partial match | Request to further elaborate on the requirement of partial match criteria in evaluation of alphanumeric question | The system should evaluate questions based on these options which are set at the backend. For example, if the answer is New Delhi, irrespective of case it should evaluate to be correct. For set of match options: If candidate gives either NewDelhi, New Delhi, NEWDELHI etc, it should evaluate to be correct . For a partial match , if the candidate enters with more spaces or without spaces, it should evaluate to be correct . |
| 67 | 38 | Annexure 4 | Performance Report for works referring in Annexure 2 & 3 | Experience certificates will be in client format (and signed by them) and may not cover all points mentioned in the annexure. Request that these be accepted in lieu of the Performance Reports. Also, confidentiality agreements with our customers do not allow us to provide Estimated Cost and Tendered Cost | The same may please be mentioned in the covering letter accompanying technical bid |

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| | | | | of their projects | |
| 68 | 21 | 3.1.1 Technical Evaluation (Score Model) Stage 1 | 4. They should have a minimum turn-over of ₹ 500 crores in each of the last 5 financial years starting from 2018-19. The details in this regard to be submitted in Annexures 1 & 2. | We request clarification on the details required in Annexure 2. Annexure 1 refers to financial details and Annexure 2 refers to Similar works.As per the current verbiage, we understand that we need to provide information regarding Projects done for Rs 500 Crores every year for 5 years which will be at least 30 pages per year.Hence, we request that Annexure 2 be reworded to say Similar works in the last 3 years. | The para may please be read as “ They should have a minimum turn-over of ₹ 300 crores in each of the last 5 financial years starting from 2018-19. The details in this regard to be submitted in Annexures 1 .” Details of similar work executed in last 3 years in Annexure 2 |
| 69 | | General | | Admit Card is not mentioned in the Scope of Work. Kindly Confirm and if it is in the scope of bidder, please provide the detailed scope of work for Admit Card Generation. | Addendum is being uploaded |
| 70 | | General | | Since it’s been two days from the pre-bid conference and the Corrigendum is not yet published, request that the Submission Date be reconsidered accordingly. | Closing date of bid is extended till 30/11/2023 |

We request the following clauses to be a part of the final agreement.

CODE , IIT Madras response: **This could not be considered at this stage.**

71. Processing Norms

Purchaser and SUPPLIER acknowledge and agree that the provision of Services under this Agreement may require SUPPLIER to interact with the Purchasers and suppliers of Purchaser relating to the Services as special agent for and on behalf of the Purchaser and/or to process transactions, in accordance with the general or special guidelines, norms and instructions (“Processing Norms”) provided and / or validated and / or accepted by Purchaser and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate

shall belong to the Purchaser, with SUPPLIER being a data processor for the Purchaser. SUPPLIER shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and SUPPLIER shall incur no liability for claims, loss or damages arising as a result of SUPPLIER's compliance with the Processing Norms. Purchaser agrees to indemnify, defend and hold SUPPLIER and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions or proceedings and damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by SUPPLIER arising out of or resulting from SUPPLIER's compliance with Processing Norms. Further, Purchaser shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data.

It is agreed between the parties that the Purchaser shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and SUPPLIER will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. Purchaser shall indemnify and keep SUPPLIER indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event SUPPLIER is exposed to any such investigation, enquiry or any similar proceedings.

72. Proprietary Rights

All rights, title and interests in and to the Services Environment and any other material used by SUPPLIER in the provision of the Services shall exclusively belong to SUPPLIER or its licensors ("SUPPLIER Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the SUPPLIER Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to SUPPLIER or its licensors and the Purchaser shall not be entitled to claim any rights therein. All rights, title and interests in the Purchaser Data shall always remain with Purchaser. However, SUPPLIER shall have the right and license to use the Purchaser Data for R&D and product enhancement purposes. Purchaser agrees that SUPPLIER shall have the right to list Purchaser name in its marketing material and use Purchaser logo with respect to such listing and for reference purposes. The Purchaser acknowledges that the provision of the Services hereunder by SUPPLIER shall be on a non-exclusive basis and SUPPLIER shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other Purchasers, either existing or future, and nothing herein shall preclude SUPPLIER from providing such services or performing such obligations to its other Purchasers.

73. Representations And Warranties

SUPPLIER warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope described in Schedule _____. Notwithstanding the aforesaid, any Services which are provided by SUPPLIER free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and (iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a

breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, SUPPLIER MAKES NO WARRANTIES TO PURCHASER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY SUPPLIER.

74. Limitation of Liability

Notwithstanding anything contained in the Agreement or any other document, neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages. The total aggregate liability of either party under this Agreement shall not exceed the Exam Value paid to SUPPLIER by the Purchaser for the Service that gives rise to such liability. The limitation on any Party's liability herein shall not apply to liability for damages, resulting from (i) the wilful misconduct; and (ii) breach of the Use Terms in respect of use of SUPPLIER Application System;. SUPPLIER shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of Purchaser to perform any of Purchaser's obligations. In such event, SUPPLIER shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the Purchaser for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

75. Termination for Material Breach.

Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.

Effect of termination. In the event of termination or expiry of this Agreement, (A) Purchaser shall (i) forthwith cease to access and/ or use any of SUPPLIER Application Systems and Services Environment; (ii) return to SUPPLIER any of SUPPLIER confidential and proprietary information and material in its possession; and (B) SUPPLIER shall (i) return to Purchaser all confidential and proprietary information of Purchaser; (ii) if a third party software license is obtained specifically for the Purchaser under this Agreement and allows Purchaser to use such software after termination of this Agreement (as specifically identified in Schedule 2), then SUPPLIER shall transfer such third party software to Purchaser on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the Purchaser.

76. Subcontract

SUPPLIER shall have the right to subcontract any part of the Services under this Agreement in consultation with IITM.

77. Governing Law and Dispute Resolution.

This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the

construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at Mumbai and the award made in pursuance thereof shall be binding on the Parties.

78. TATA Code Of Conduct

The activities of all SUPPLIER employees are governed by the Tata Code of Conduct, a copy of which is available at link <https://www.tata.com/about-us/tata-code-of-conduct> Purchaser agrees to make good faith efforts to notify SUPPLIER designated executives of any breach of the Tata Code of Conduct by any SUPPLIER personnel relating to this Agreement. SUPPLIER in turn, undertakes that it will maintain confidentiality of all communication received.

79. Venue Allocation

SUPPLIER shall submit list of available exam venues to the Purchaser. Purchaser shall select the venues from the list of venues submitted by SUPPLIER. SUPPLIER shall further allocate Candidates to the venues selected by the Purchaser.

USE TERMS for SUPPLIER Application System (SUPPLIER proprietary)

These Use Terms will govern the Use by Purchaser of SUPPLIER Application System (more specifically described in Schedule ____), during the Contract Term of the Agreement for Services effective _____ ("Agreement") signed between Purchaser named herein below and Tata Consultancy Services Limited ("SUPPLIER").

1. DEFINITIONS

The following capitalized terms shall have the meaning set forth below for all purposes of this Use Terms:

"Target Environment" shall mean Services Environment or Purchaser Environment, as specified in the Schedule 2 with respect to each component of the SUPPLIER Application System. "Services Environment" has the meaning ascribed to it in the Agreement. "Purchaser Environment" has the meaning ascribed to it in the Agreement. "Use" means using and/or accessing the SUPPLIER Application System by the Authorized Users, whether it is installed on Purchaser Environment or on the Services Environment, for the purposes of executing, processing, transmitting, transferring, loading and storing of data in connection with the Services rendered by the SUPPLIER under this Agreement, in terms of this Use Terms. All other capitalized terms used herein but not defined above, shall have the meaning ascribed to them in the Agreement.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights.

(i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the SUPPLIER Application System by SUPPLIER or upon SUPPLIER permitting access to Purchaser of the SUPPLIER Application System through any means, SUPPLIER hereby grants to Purchaser the

right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the SUPPLIER Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the SUPPLIER Application System other than on Target Environment, (b) permit Use of the SUPPLIER Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the SUPPLIER Application System to any Person other than Authorized User. Any extension or change of the contractual use of the SUPPLIER Application System requires SUPPLIER' prior written consent and authorization. Purchaser is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by Purchaser. Purchaser will indemnify and defend the SUPPLIER in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users.

(ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to Purchaser any ownership rights and interest or title in or to the SUPPLIER Application System any Intellectual Property Rights therein nor do they permit Purchaser to make derivative works or to make copies of the SUPPLIER Application System. To the extent that SUPPLIER Application System consists of any software codes, such material, when delivered to Purchaser pursuant to this Use Terms, shall be delivered by SUPPLIER in Object Code form only and Purchaser shall not have any right or license with respect to the Source Code or data base design of the SUPPLIER Application System.

2.2 Proprietary and Confidentiality Markings or Notices. Purchaser shall retain all of SUPPLIER's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on the SUPPLIER Application System. Purchaser shall not, permit any Authorized Users or other persons to, remove, alter or otherwise render illegible any of SUPPLIER's Logo, Trademark, Copyright notice or other proprietary or confidentiality markings that may be placed on the SUPPLIER Application System or components thereof provided to Purchaser hereunder. Purchaser shall not remove or alter SUPPLIER's and/or its licensors' Logo, Trademark, Copyright notice and other proprietary markings or notice on all copies of the SUPPLIER Application System or any part thereof including the documentation.

2.3 Restrictions on Copying. Copying of the SUPPLIER Application System is prohibited except with SUPPLIER's prior written consent and authorization. Neither Purchaser nor any Authorized User is authorized to sell, license, sublicense, distribute, assign, transfer or distribute or timeshare the SUPPLIER Application System or otherwise grant any right under this Use Terms to any third party (other than Authorized Users). Any attempted sale, licensing, sublicensing, distribution, marketing, assignment or time sharing including by interactive cable or remote processing services or otherwise shall be null and void. Purchaser is not entitled to, and shall not make or permit others to, reverse engineer, disassemble, de-compile, recreate, enhance or modify the SUPPLIER Application System or any part thereof or to create enhancements to or derivative works of the SUPPLIER Application System or any portions thereof.

2.4 Trademarks. Purchaser will have no rights in any trademarks or service marks or trade names adopted by the SUPPLIER and/or its licensors for the SUPPLIER Application System or any part thereof.

2.5 Breach. Should the SUPPLIER Application System be Used beyond the Use rights by Authorized Users as set out in this Section 2, SUPPLIER shall notify Purchaser in writing requiring Purchaser to cure the breach of Use Terms and if Purchaser does not cure such breach within 10 days (or such other period that the SUPPLIER may permit upon Purchaser's request), of receipt of written notice from SUPPLIER then SUPPLIER shall be entitled to terminate the Use rights granted hereunder in respect of such SUPPLIER Application System, without prejudice to any other rights or remedies SUPPLIER may have under this Use Terms or otherwise.

3. OWNERSHIP AND PROPRIETARY RIGHTS

Purchaser acknowledges and agrees that SUPPLIER does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the SUPPLIER Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of Purchaser. Nothing contained herein shall be construed as a transfer, assignment or conveyance by SUPPLIER to Purchaser of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the SUPPLIER Application System or any enhancements, upgrades or derivative works thereof.

4. MISCELLANEOUS

In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, Purchaser and SUPPLIER specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the SUPPLIER Application System.

ADDENDUM

The exam provider will generate hall tickets, host them for candidates to download and share them with IITM CODE sufficiently ahead of the exam date. The format of the hall ticket and the information it carries will be mutually agreed upon.