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P K Sheba Sabari
Assistant Registrar (Stores & Purchase)

Date: 07.11.2023

CORRIGENDUM – III

“Conducting Computer Based Online Exam Partners for JEE (Advanced)”
Tender No. IITM/SPS/JEE (ADV)/016/2023-24/SPL
Tender ID: 2023_IITM_170966_1

1. In Page No. 4 of 48, under **Clause I, Marking on Technical Bid, point (iii)** may be read as

The technical bid should have the page-wise heading as “Technical Bid” and page no. in all pages with seal and signature of authorized signatory **or** Digital Signature of authorized signatory in all pages of the Technical Bid. The total no. of pages should be mentioned at the last page of the documents.

Instead of

The technical bid should have the page-wise heading as “Technical Bid” and page no. in all pages with seal and signature of authorized signatory. The total no. of pages should be mentioned at the last page of the documents.

2. In Page No. 5 of 48, at **Sl.No. 2 of Preparation of Tender under clause 2** may be read as

The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status shall be indicated below the signature along with official seal/stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of the bid submitted by the firm **or** Digital Signature by an authorized person in all pages of the Technical Bid. Submission of wrong / forged information / document will be liable to legal action, and rejection of the bid submitted by the firm.

Instead of

The bidder has to submit the tender document duly signed on all pages by an authorized person and his / her full name and status shall be indicated below the signature along with official seal/stamp of the firm. Submission of wrong / forged information / document will be liable to legal action, and rejection of the bid submitted by the firm

3. In Page No. 5 & 39 of 48, at **Sl.No.5 under Prices and Proforma for Financial bid (BoQ) of Annexure C**, may be read as:

Price quoted for foreign nodes will not be considered for evaluation of bids but

- a) assured nodes for foreign centers will be 25 numbers in each center, however, if the number exceeds 25 the payment will be made as actuals.
b) no payment will be made for any foreign center if there is no candidate at all which will be intimated **about the number of foreign nodes to be given by OI two days after the JEE advance registration closure date.**

Instead of

Price quoted for foreign nodes will not be considered for evaluation of bids but

- a) quotation for foreign nodes will not be more than ten times of the price quoted for single Indian node as mentioned in Table V.1 (Financial Bid).
- b) assured nodes for foreign centers will be 25 numbers in each center, however, if the number exceeds 25 the payment will be made as actuals. However, the chairperson reserves the right to finalize the minimum number of nodes, depending on the situation.
- c) no payment will be made for any foreign center if there is no candidate at all which will be intimated minimum of 10-12 days prior to the conduct of JEE (Advanced).

4. In Page No. **9, 30 & 34 of 48, at Sl.No.5** under **I. Bidder Eligibility Criteria**, may be read as:

The bidder should be a Partnership/ Proprietary / Private Limited / Limited Company. Consortium firms will not be considered. **Any subletting will be done with an Agreement of IIT Madras.** (Necessary document proof should be submitted).

Instead of

The bidder should be a Partnership/ Proprietary / Private Limited / Limited Company. Consortium firms will not be considered. No subletting will be allowed for any of the components of the task. (Necessary document proof should be submitted).

5. In Page No. **30 & 34 of 48 at Sl.No. 6** under **I. Bidder Eligibility Criteria & Proforma for Technical Compliance sheet of Annexure-B** to remove the following:

The bidder shall be single point of contact with IIT Madras/Organizing IIT and shall be solely responsible for the execution and delivery of the work.

6. In Page No. **35 of 48 at Sl.No. 12** under **I. Bidder Eligibility Criteria in Proforma for Technical Compliance sheet of Annexure-B** to remove the following:

12. Any experience as a consortium partner will not be considered.

7. In Page No. **31 & 35 of 48 at Sl.No.11** under **I. Bidder Eligibility Criteria in Proforma for Technical Compliance sheet of Annexure-B** may be read as:

The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of **at least 1.8 lakhs** candidates in a single shift. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. Bidder's past achievement in this regard shall be considered for technical evaluation.

Instead of

The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 1.5 lakhs candidates in a single shift. The documentary evidence in form of work order/contract and performance report must be enclosed on the client's letterhead. Bidder's past achievement in this regard shall be considered for technical evaluation.

8. In Page No. **19 of 48, Technical Bid of Annexure A at Sl.No.2** under **Project Background, clause 3** may be read as:

Conduct of mock tests regarding online Computer based test

Instead of

Conduct of mock tests and workshops regarding online Computer based test

9. In Page No. **21 of 48, under Sl. No. 4.1 Pre-Examination Phase - A**, may be read as:

The selected bidder shall ensure that UPS facilities and Generator facilities are available at each Exam Centre for uninterrupted power supply as required by the JEE (Advanced) Committee. **In exam centres where**

there is no UPS facility, the exam should be run completely on the generator and not on the “raw” power.

Instead of

The selected bidder shall ensure that UPS facilities and Generator facilities are available at each Exam Centre for uninterrupted power supply as required by the JEE (Advanced) Committee.

10. In Page No. **22 of 48** at **Sl. No. 4.1** under **Test Centers** in **Pre-Examination Phase of Annexure A**, may be **removed**:

Test Centers: The service provider will help IITM and other zones in identifying the test centers in each of the cities where examinations will be held. Each of the identified centers will be vetted and certified by authorized IIT personnel and the service provider. The decision of the respective IIT in selecting the examination center will prevail. One test location may have one or more test centers. The offices of service providers must not be considered for test centers. Internal training facilities or other infrastructures specially for conducting online examinations may be used.

Instead of

Test Centers: The service provider will help IITM and other zones in identifying the test centers in each of the cities where examinations will be held. Each of the identified centers will be vetted and certified by authorized IIT personnel and the service provider. The decision of the respective IIT in selecting the examination center will prevail. One test location may have one or more test centers. The offices of service providers must not be considered for test centers. Internal training facilities or other infrastructures specially for conducting online examinations may be used.

If any pandemic situation persists, necessary arrangements as stipulated by central and state governments are to be adhered to in an appropriate manner in congruence with the Organizing Institute.

11. In Page No. **22 of 48** at **Sl.No. 4.2 - Examination Phase under clause (i)**, may be read as:

i. Venue head-1 (experience in conducting **at least one CBT exam for any customer**)

Instead of

i. Venue head-1 (with four years of experience in conducting similar CBT exams)

12. In Page No. **23 of 48**, at **Sl.No. 4.2 under Examination Phase**, may be read as:

The bidder is expected to install cell phone hand held metal detectors (**HHMD**), IN ALL CENTERS on demand (Rates of all optional add-on services TO BE quoted separately).

Instead of

The bidder is expected to install cell phone hand held metal detectors (HHMD)/JAMMER, etc IN ALL CENTERS on demand (Rates of all optional add-on services TO BE quoted separately).

13. In Page No. **23 of 48**, at **Sl. No. 4.2 under Examination Phase the following clause** may be **removed**:

The bidder should quote rates separately for handling LISPs; stating amounts depending on whether payment is handled by the bidder or if the payment is handled by the Organizing Institute.

14. In Page No. **24 of 48**, at **Sl.No.4.2 Examination Phase under Minimum Exam Centre Server Prerequisites, Performance Criteria** may be read as:

Performance Criteria	Must support at least 250 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for question/page loading must be less than five seconds. All responses
Instead of	

Performance Criteria	<p>Must support at least 250 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes.</p> <p>Response time for question/page loading must be less than one second. All responses to be acted upon in real time.</p>
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15. In Page No. **24 of 48**, at **Sl.No. 4.2 Examination Phase, Clause under Infrastructure** may be read as:

The service provider has to ensure that the server room/enclosure is well ventilated for conducive temperature preferably with air conditioning.
Instead of
The service provider has to ensure that the server room/enclosure is air conditioned.

16. In Page No. **24 of 48**, at **Sl.No. 4.2 Examination Phase, the clause under Infrastructure** may be read as:

The service provider must have the requisite Work Order / MOUs with the colleges and those who will arrange for the client systems necessary for the conduct of examination at each test center.
Instead of
The service provider must have the requisite MOUs with the colleges and those who will arrange for the client systems necessary for the conduct of examination at each test center.

17. In Page No. **25 of 48**, at **Sl.No. 4.2 Examination Phase, the clause under Infrastructure** may be read as:

The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in IITM/Organizing IIT at least Three days before the examination. The data should be real time data generated from each Exam Centre during the examination.
Instead of
The selected bidder shall monitor and supervise Exam Centre activities on monitoring console to be installed by the selected bidder in IITM/Organizing IIT at least four weeks before the examination. The data should be real time data generated from each Exam Centre during the examination.

18. In Page No. **25 of 48**, at **Sl.No.4.2 Examination Phase, the clause in Infrastructure by removing (<30 deg C)** may be read as:

The selected bidder must ensure that conducive temperature is maintained in the exam hall throughout the exam period.
Instead of
The selected bidder must ensure that conducive temperature (< 30 deg C) is maintained in the exam hall throughout the exam period.

19. In Page No. **26 & 27 of 48**, under **4.3 Post-Examination Phase, the point** may be read as:

<p>The selected bidder shall provide documented inputs and support for handling,</p> <ul style="list-style-type: none"> o Candidates queries o RTI queries o Court Cases <p>till the expiry of the contract. All the examination related data will be handed over to IITM or the Organizing Institute at the end of the contract. JEE (Advanced) related data/information cannot be given/ shared/ disseminated for commercial or non-commercial purposes to anyone other than the IITs.</p>
Instead of
<p>The selected bidder shall provide documented inputs and support for handling,</p> <ul style="list-style-type: none"> o Candidates queries o RTI queries o Court Cases

for a minimum period of eight years from the date of the examination exclusively to the Organizing IIT and no one else. JEE (Advanced) related data/information cannot be given/shared/disseminated for commercial or non-commercial purposes to anyone other than the IITs

20. In Page No. **27 of 48**, at **Sl.No. 4.3 Post-Examination Phase, under Test Data Archiving** may be read as:

The selected bidder shall archive the result and other examination data for future references **till the expiry of the Contract** as per requirement of IIT Madras/Organizing IIT. All the examination related data will be handed over to IITM at the end of contract.

Instead of

The selected bidder shall archive the result and other examination data for future references after specified time, as per requirement of IIT Madras/Organizing IIT.

21. In Page No. 39 of 48, under **Proforma for Financial Bid (BoQ) in Annexure-C** may be read as

Table V.1

{In Indian Rupees (INR)}

Sr. No.	Candidates Strength Range (For examination conducted in India)	Per Candidate (Excl. of GST and Other Statutory Levies) (in INR)	Per Candidate Inclusive of HHMD (Excl. of GST and Other Statutory Levies) (in INR)
1.	1,80,000 to 2,25,000		

However, as an example, payment shall be made as per the actual number of candidates allotted/appeared in the examination as per the applicable rates depending upon the situation, subject to the minimum of 1,80,000 candidates. If the number of candidates is more than 1.80 lakhs and less than 2.25 lakh then an additional payment may be included as per the following formula

Additional payment = $0.5 \times (2,25,000 - \text{Registered number of candidates}) \times \text{Charge per candidate to partially compensate for the expenditure in preparing upto 2,25,000 nodes}$

Candidates Strength Range may vary on year to year basis. The Organizing Institute will decide and the same may be intimated well in advance to the successful bidder.

NOTE: The financial bid will be considered based on the examination conducted in India.

Table V.2 {In Indian Rupees (INR)}

Sr. No.	Candidates Strength Range (For examination conducted outside India)	Per Candidate (Excl. of GST and Other Statutory Levies) (in INR)
1.	Minimum 25	
2.	> 25	

Note: The rates quoted shall be Excl. of GST and Other Statutory Levies.

Price quoted for foreign nodes will not be considered for evaluation of bids but

- assured nodes for foreign centers will be 25 numbers in each center, however, if the number exceeds 25 the payment will be made as actuals.
- no payment will be made for any foreign center if there is no candidate at all which will be intimated about the number of foreign nodes to be given by OI two days after the JEE advance registration closure date.

Date

(Signature and Seal of Bidder)

Instead of

Table V.1 {In Indian Rupees (INR)}

Sr. No.	Candidates Strength Range (For examination conducted in India)	Per Candidate (in INR)	Per Candidate (Inclusive of HHMD or alternate arrangement) (in INR)
1.	1,80,000 to 2,50,000		

However, as an example, payment shall be made as per the actual number of candidates allotted/appeared in the examination as per the applicable rates depending upon the situation, subject to the minimum of 1,80,000 candidates. If the number of candidates is more than 1.80 lakhs and less than 2.50 lakh then an additional payment may be included as per the following formula

Additional payment = $0.5 \times (2,50,000 - \text{Registered number of candidates}) \times \text{Charge per candidate}$

Candidates Strength Range may vary on year to year basis. The Organizing Institute will decide and the same may be intimated well in advance to the successful bidder.

NOTE: The financial bid will be considered based on the examination conducted in India.

Table V.2 {In Indian Rupees (INR)}

Sr. No.	Candidates Strength Range (For examination conducted outside India)	Per Candidate (in INR)
1.	Minimum 25	
2.	> 25	

Note: The rates quoted shall be exclusive of duties and taxes.

Price quoted for foreign nodes will not be considered for evaluation of bids but

- a) quotation for foreign nodes will not be more than ten times of the price quoted for single Indian node as mentioned in Table V.1 (Financial Bid).
- b) assured nodes for foreign centers will be 25 numbers in each center, however, if the number exceeds 25 the payment will be made as actuals. However, the chairperson reserves the right to finalize the minimum number of nodes, depending on the situation.
- c) no payment will be made for any foreign center if there is no candidate at all which will be intimated minimum of 10-12 days prior to the conduct of JEE (Advanced).

Date

(Signature and Seal of Bidder)

22. In Page No. **41 of 48**, under **Financial Information (Turnover from Computer Based Test): 2 in Annexure-I** may be read as:

Sl.No.	Details	2022-23	2021-22	2020-21
i)	Gross Annual Turnover from Computer Based Test			

- Up to date Income Tax Clearance Certificate/Audited Balance Sheet.

Note: Attach additional sheets, if necessary.

(Signature and Seal of Bidder)

Instead of

Sl.No.	Details	2022-23	2021-22	2020-21
i)	Gross Annual Turnover from Computer Based Test			
ii)	Profit / Loss			
iii)	Financial Position: <ul style="list-style-type: none">• Cash• Current Assets• Current Liabilities• Working Capital (b-c)• Current Ratio: Current Assets/Current Liabilities (b/c)			

- Up to date Income Tax Clearance Certificate/Audited Balance Sheet.

Note: Attach additional sheets, if necessary.

(Signature and Seal of Bidder)

23. In Page No. 6 of 48 at Sl.No. 13 under **Penalty & Liquidated Damages** may be read as:

The successful bidder must sign an agreement on non-judicial stamp paper which shall contain penalty clauses on account of delays, errors, cost and time overruns etc. which shall be mutually agreed between the parties

However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to exam value amount payable by IIT Madras to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from wilful misconduct or gross negligence and breach of Use Terms in respect of use of Bidder Application System. Bidder shall not be held liable for any delay or failure in its obligations, if and to the extent such delay or failure has resulted from a delay or failure by or on behalf of IIT Madras to perform any of IIT Madras obligations. In such event, bidder shall be (a) allowed additional time as may be required to perform its obligations and (b) entitled to charge the IIT Madras for additional costs incurred, if any, as may be mutually agreed upon between the Parties.

In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test center that would lead to unacceptable delay in completing the examination, the service provider will be penalized with 5% of the value of affected examination payable by IITM / Organizing Institutes to the service provider for that particular test center where the deficiency has been verified and confirmed by IITM / Organizing Institutes.

Instead of

The successful bidder must sign an agreement on non-judicial stamp paper which shall contain penalty clauses related to liquidate damages on account of delays, errors, cost and time overruns etc. Final payment may take as much as a month after all the formalities are finished.

In case of non-fulfilment of the service provider's specific obligation as under the contract, which nonfulfillment leads to data loss/ noncompliance of event based log/ data saving. The service provider shall indemnify IIT Madras to the extent of any loss suffered by IIT Madras as a result of such data loss/ non-compliance of event-based log/ data saving. However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by IIT Madras to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages arising from wilful misconduct or negligence.

In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test center that would lead to unacceptable delay in completing the examination, the service provider will be penalized with 5% of total payable by IITM / Organizing Institutes to the service provider for that particular test center where the deficiency has been verified and confirmed by IITM / Organizing Institutes.

24. In Page No. 6 of 48, at Sl.No.7 under **Duration of Contract** may be read as:

Duration of the contract: The award of contract shall be initially for a period of one year and may be extended up to two years, on a year-to-year renewal basis on satisfactory performance with same terms and conditions. It may also be noted that the performance will be evaluated by the respective organizing institute who will be responsible for the issue of the work order.

Instead of

Duration of the contract: The award of contract shall be initially for a period of one year and may be extended up to three years, on a year-to-year renewal basis on satisfactory performance on same terms and conditions. It may also be noted that the performance will be evaluated by the respective organizing institute who will be responsible for the issue of the work order.

25. In Page No. 19 & 20 of 48, at Sl.No. 2 & 3, under Project Background & Brief Scope of Work in Technical Bid of Annexure-A the Candidate Strength Range may be read as:

1,80,000 to 2,25,000 candidates
Instead of
1,80,000 to 2,50,000 candidates

26. In Page No. 1 & 10 last date and opening date may be read as

1	LAST DATE for receipt of Tender	:	20.11.2023 before 02.00 p.m.
	Date & Time of opening of Tender		21.11.2023 at 03.00 p.m.

Instead of

1	LAST DATE for receipt of Tender	:	13.11.2023 before 02.00 p.m.
	Date & Time of opening of Tender		14.11.2023 at 03.00 p.m.

All other conditions remain unchanged. Further queries/clarification in this regard WILL NOT BE ENTERTAINED.

Note: Bidder should submit the BoQ based on the tender documents and Corrigendum's issued by IITM.

CLARIFICATIONS

The following queries raised by the bidder's and clarified by the Committee during the Pre-bid is given below.

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
M/s. TCS, Chennai				
1.	Page 5 - S.No. 2 - Preparation of Tender	If any relative of the bidder is an employee of the IIT Madras, the name, designation and relationship of such employee shall be intimated to the Registrar, IIT Madras in writing while submitting the bid.	Due to our organisation size, it will not be logistically possible to furnish such employee information in writing while submitting the bid. However, No Relation Certificate can be signed with staff assigned at the exam centres before allocation to the conduct of examination.	TENDER CONDITION PREVAILS
2.	Page - 10- S.No. 20.; II. Technical Detail with Operational Capability - Point No. 5	5.3 Whether bidder has provided the certificate of confidentiality with regards to content of all the question papers.	The question paper will be created by IITM and stored in their custody. The question paper will be uploaded to our DC 1 hour before the examination. Hence, please clarify the requirement of the certificate of confidentiality and its format.	Considered by the Committee and suggested to submit a self-declaration in the letter head with seal and signature to this effect.

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
3.	Page 10 - S.No. 20.; II. Technical Detail with Operational Capability – Point No. 5	5.6 Whether bidder can set up a model test facility for testing with dummy question papers?	As mentioned in 8.14 of RFP, static mock link will be provided to candidates for practice test to understand the overall look & feel of the candidate console and get them acquainted with different options available on the candidate console while attempting the exam. During QP development stage, we provide the facility for proof reading. Please clarify the requirement of model test facility.	Accepted by the Committee that the bidder will provide static mock link to candidates for practice test.
4.	Page 19 - Annexure A; Point 2	Customized report generation	Standard system generated reports as part of post examination activities can be shared. However, any additional requirement in terms of analytics or custom reports is to be discussed and is subject to feasibility check. Please confirm if it is acceptable.	Confirmed and accepted by the Committee.
5.	Page 21 - Annexure A; 4.1 Pre-Examination Phase	Any other processes related to the conduct of examination including vetting activities, preparation of pre-examination mock test and practice modules for potential candidates to be hosted 24/7 on operational servers for the conduct of practice sessions from a fortnight after the selection of the bidder.	Static mock link can be provided to candidates, <u>after IITM provides the Mock Paper</u> for practice test to understand the overall look & feel of the candidate console and get them acquainted with different options available on the candidate console while attempting the exam. Any other process needs to be explicitly discussed and mutually agreed before planning on next course of action	Accepted by the Committee that the bidder will provide static mock link to candidates for practice test after IITM provides the Mock Paper.
6.	Page 21 - Annexure A; 4.1 Pre-Examination Phase	The directives of the central and state governments regarding Standard Operating Procedure (SOP) during pandemic-like situations. Further, if any center falls within the containment zone, then the service provider should immediately arrange an alternate test center to accommodate the candidates.	Considering the current scenario, request IITM to remove this requirement from the RFP and take this up as an additional CR when required in the future. If not, the specific of the requirement needs to be detailed in the RFP and a separate line item should be included in the BOQ	Accepted by the Committee subject to additional CR when it is required
7.	Page 22 - Annexure A; 4.1 Pre-Examination Phase	The selected bidder shall ensure complete biometric and/or iris and digital photo registration and verification process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through pre-allotted seat/machine. The biometrics and/or iris and digital photo taken at	Request IITM for modification in the clause as: The selected bidder shall ensure complete biometric and/or iris and digital photo registration and verification process of the candidates (digital photo, fingerprint etc.) and allow candidates to appear for exam at Exam Centre through pre -randomly-allotted seat/machine. The biometrics and/or iris and digital photo taken at this stage shall be used later for authentication purposes.	TENDER CONDITIONS PREVAIL

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		this stage shall be used later for authentication purposes.		
8.	Page 25 - Annexure A; 4.2 Examination Phase / Infrastructure	The directives of the central and state governments regarding Standard Operating Procedure (SOP) during pandemic-like situations must be complied with. Further, if any center falls within the containment zone then the service provider should immediately arrange an alternate test center to accommodate the candidates.	Considering the current scenario, request IITM to remove this requirement from the RFP and take this up as an additional CR when required in the future. If not, the specific of the requirement needs to be detailed in the RFP and a separate line item should be included in the BOQ.	Please refer Sl. No. 12 of Pre- bid minutes
9.	Page 26 - Annexure A; 4.3 Post Examination Phase	After confirmation of proper transfer of data to the server, the IT manager of service provider in presence of Institute Representatives from IITs should demonstrate complete automatic deletion of the responses and audit trails in the hard disc of the main and backup server.	Request IITM to make the following modification in the clause as: ***** After confirmation of proper transfer of data to the server, the IT manager of service provider in presence of Institute Representatives from IITs should demonstrate complete automatic deletion of the responses and audit trails in the hard disc of the main and backup server the response and audit trails should be deleted within a stipulated time frame.	TENDER CONDITION PREVAILS
10.	Page 27 - Annexure A; 4.3 Post Examination Phase	MIS generation/customized reports: The selected bidder shall provide adequate information to the JEE (Advanced) Committee as per the requirement in the stipulated time desired by IIT Madras/Organizing IIT.	System Generated Reports can be provided. For any other customized reports or information, the details need to be shared in advance and mutually agreed upon by the bidder and IIT Madras. Also, it is subject to feasibility check and standard SLAs will follow depending on the complexity of the requirements.	The Committee considered and accepted.
11.	Page 28 - 5. Assessment Platform level; Point 3	The bidder's software should have a facility to create question paper (in English, Hindi and any other language as deemed necessary by JAB) securely at a designated place decided by authorized personnel of IIT Madras/Organizing IIT.	Our solution supports all the major regional languages including English and Hindi. However, it would be advisable to clarify the list of languages in which QP is to be created well in advance. Since QP content creation is in IITM scope, we assume that QP in any language including English and Hindi will be provided/translated by IITM.	The Committee agreed.
12.	Page 4 - Earnest Money Deposit (EMD) - H	The successful bidder shall submit a Performance Guarantee of 5% of the quoted value in the form of Demand Draft / Bank Guarantee / e- Bank Guarantee / Insurance Bond in favour of "The Registrar, IIT Madras" / Bank Guarantee / e-	The successful bidder shall submit a Performance Guarantee of 5% of the quoted value in the form of Demand Draft / Bank Guarantee / e- Bank Guarantee / Insurance Bond in favour of "The Registrar, IIT Madras" to be obtained from any commercial bank	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		<p>Bank Guarantee/Insurance Bond in favour of "The Registrar, IIT Madras" to be obtained from any commercial bank within 14 (fourteen) days from the date of issue of Order by IIT Madras, which would be released 60 days after the successful completion of the warranty period after the adjustment dues if any, without interest. In case the successful bidder fails to submit performance guarantee within the time stipulated, IIT Madras/Organizing Institutions, at its discretion, may cancel the order placed on the successful bidder without giving any notice. IIT Madras/Organizing Institutions shall invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or IIT Madras/Organizing Institutions incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.</p>	<p>within 14 (fourteen) days from the date of <u>signing the agreement on mutual terms and conditions</u> issue of Order by IIT Madras, which would be released 60 days after the successful completion of the warranty period after the adjustment dues if any, without interest.</p> <p>In case the successful bidder fails to submit performance guarantee within the time stipulated, IIT Madras/Organizing Institutions, at its discretion, may cancel the order placed on the successful bidder without giving any notice. IIT Madras/Organizing Institutions <u>shall have the right to terminate the agreement after providing sufficient notice to Vendor</u> invoke the performance guarantee in case the successful Vendor fails to discharge their contractual obligations during the period or IIT Madras/Organizing Institutions incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions</p>	
13.	Page 16 - 23. Execution of Contract and Security Deposit	<ul style="list-style-type: none"> A formal Contract / Agreement shall be entered into with successful service provider. <p>*****</p> <ul style="list-style-type: none"> The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on 	<ul style="list-style-type: none"> A formal Contract / Agreement shall be entered into with successful service provider <u>on mutual terms and conditions.</u> <p>*****</p> <ul style="list-style-type: none"> <u>IITM shall have the right to terminate the agreement post giving sufficient notice to the Bidder</u> The Security deposit will be liable to be forfeited or appropriated in <u>case the services are not provided as per the agreed scope of services.</u> the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor. 	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		the part of employees of contractor.		
14.	Page 17 - DECLARATION OF THE TENDER	It is hereby acknowledged that I/We have gone through all the points listed under "Scope of work and Terms and Conditions" of tender document, the same is abided and agreed to be executed. In case, if any of the information furnished by me/us is found false, I/We are fully aware that the tender /contract will be rejected / cancelled by IIT Madras and EMD shall be forfeited.	It is hereby acknowledged that I/We have gone through all the points listed under "Scope of work and Terms and Conditions" of tender document, the same is abided and agreed to be executed. In case, if any of the information furnished by me/us is found false, I/We are fully aware that the tender /contract will be rejected / cancelled by IIT Madras and EMD shall be forfeited.	TENDER CONDITION PREVAILS
15.	Annexure – E, FORMAT FOR AFFIDAVIT OF SELF CERTIFICATION UNDER PUBLIC PROCUREMENT POLICY (PREFERENCE TO MAKE IN INDIA) 2017	Entire Section	This Annexure is not applicable to us. Hence, we request removal of this clause.	TENDER CONDITION PREVAILS
16.	Page 47 - Annexure – F	I S/o R/o police station District Director/ partner/ sole proprietor (Strike out whichever is not applicable) of (Firm or Company) do hereby declare and solemnly affirm: I. That the Firm Is has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization on the date has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization. II. That none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company. III. That neither the Firm nor any of its partner has	I S/o R/o police station District Director/ partner/ sole proprietor (Strike out whichever is not applicable) of (Firm or Company) do hereby declare and solemnly affirm: I. That the Firm Is has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization on the date has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization on the date of signing the agreement. II. To the best of our knowledge that none of the individual / firm / Company Blacklisted or any partners or shareholder thereof has any connection directly or indirectly with or has any subsistence interest in the deponent business / firm company. III. That to the best of our knowledge neither the Firm nor any of its partner has been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police which will affect the delivery of the services under this RFP	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		been involved / convicted in any criminal case / economic offence nor any criminal case / economic offence is pending against firm or any partner of the Firm before any Court of Law / Police.		
17.	Page 48 - Annexure – G	I /We hereby declare that we are able to conduct computer-based examinations in multiple subjects in English, Hindi and any other language as deemed necessary by Joint Admission Board (JAB) and also abide the terms and condition of the tender No. IITM/SPS/JEE(ADV)/016/2023- 24/SPL without any further cause or reason.	I /We hereby declare that we are able to conduct computer-based examinations in multiple subjects in English, Hindi and any other language (translated by IITM/JAB) as deemed necessary by Joint Admission Board (JAB) and also abide the terms and condition of the tender No. IITM/SPS/JEE(ADV)/016/2023- 24/SPL subject to the suggestions submitted along with the bid documents without any further cause or reason.	TENDER CONDITION PREVAILS
M/s. MeritTrac Services Private Limited, Bengaluru				
18.	Page 9 - Bidder Eligibility CRITERIA: Point 7	The bidder's Average Annual Turnover during the last three financial years i.e. 2020-21, 2021-22 and 2022-23 should be Rs 50 crores or more in India from Computer Based Examination. (Attach documentary evidence such as audited Balance Sheet etc. issued by Chartered Accountant)	Financial audit for the FY 22-23 is not complete yet. We request you to consider audited financials for FY 2019-20, FY 2020-21 and FY 2021-22 We request you to modify the clause as under: Average annual turnover of the bidder from Computer Based Test should be minimum Rs. 15 crores in last 3 financial years (FY 2020-21, FY 2021-22 and FY 2022-23).	TENDER CONDITION PREVAILS
19.	Bidder Eligibility CRITERIA: Point 8	The bidder should not have incurred any loss during the last three years up to financial year ending 31 March 2023. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.	We request you to modify the clause as under: We request you to consider positive net worth instead of profitability for the last three financial years. 2022-23 (CA Certified Unaudited) is still under process, hence we request you to consider from 2019-20 to 2021-22 for all the points/Annexures	TENDER CONDITION PREVAILS
20.	Bidder Eligibility CRITERIA: Point 10	The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 1.8 lakhs candidates in a	We request you to modify the clause as under: The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 50 thousand candidates in a single shift. The documentary evidence in form of work order/contract should be submitted and the performance	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		single shift. The report must be submitted on the client's letterhead. The documentary evidence in form of work order/contract should be submitted and the performance report must be submitted on the client's letterhead.		
21.	Page 13 - 22. Evaluation of Bids (Table-I): Point 1.1	Overall IT staff strength (Project Management/ Development/ Quality Assurance /Implementation/ Operations) 1000 - 1500 5 > 1500 10	Since exams will be conducted with varied volumes, we think that a staff strength of around 150 will be sufficient to implement such high-stake projects. We have successfully conducted high stake exam projects with this staff strength. We request you change the clause as under 100-150 05 >150 10	TENDER CONDITION PREVAILS
22.	Page 14 - 22. Evaluation of Bids (Table-I): Point 1.3.1	Average annual turnover from examination service for the period 2020-2021, 2021-2022, 2022-2023 in INR - More than 50 CR and Less than 75 Crore 5 - More than 75 CR and Less than 100 Crore 10 - More than 100 Crore INR 15	We request you to modify the clause as under: Average annual turnover from examination service for the period 2019-20, 2020-21 and 2021-22 in INR - More than 30 CR and Less than 40 Crore 5 - More than 40 CR and Less than 50 Crore 10 - More than 50 Crore INR 15	TENDER CONDITION PREVAILS
23.	Page 14 - 22. Evaluation of Bids (Table-I): Point 1.4.1	Maximum number of candidates appeared in computer-based examination in single shift completed in India in last five year (as on date of bid submission) 1,50,000 - 1,75,000 2 1,75,000-2,00,000 5 >2,00,000 10	We request you to modify the clause as under: Maximum number of candidates appeared in computer-based examination in single shift completed in India in last five year (as on date of bid submission) 20,000 - 30,000 2 30,000 - 50,000 > 5 >50,000 10	TENDER CONDITION PREVAILS
24.	Page 14 - 22. Evaluation of Bids (Table-I): Point 1.4.2	No of Assignments/shifts in computer-based examination (with more than 1,50,000 candidates) completed in India in the last five year (as on date of bid submission) 1-10 assignments 2 11-20 assignments 5 >20 assignments 10	We request you to modify the clause as under: No of Assignments/shifts in computer-based examination (with more than 30,000 candidates) completed in India in the last five year (as on date of bid submission) 1 - 10 assignments 2 11 - 20 assignments 5 > 20 assignments 10	TENDER CONDITION PREVAILS
25.	22. Evaluation of Bids (Table-I): Point 1.5.1	Owned Node (available 24X7 with minimum 250 nodes in each center) Capability in India (Proof to be submitted) <= 50,000 2 50,001 - 100,000 5 > 100,000 10	We would like to bring to your knowledge that for not even 1% of the CBTs conducted in this country, owned nodes of service providers would have been used. Standard practice for all CBTs (including recruitment exams for Govt. departments) is to hire neutral test centres, computer labs of Schools / colleges / other institutions & use these for conduct of CBTs. It is however complete	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			responsibility of the service provider to sanitize all such test centres before the start of CBT exam process, adopt processes & practices for safe conduct of exams. We hence request you to modify this clause as Owned/Hired/Empaneled nodes.	
26.	Page 14 – 22. Evaluation of Bids (Table-I): Point 1.5.2	Primary Data Center with Secondary DC site to be managed by the bidder/group of companies for data Security "Tier III DC infrastructure with Secondary DC outsourced by the bidder/group of companies 5 "Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies 10 "Tier III DC infrastructure with Secondary DC owned by the bidder/ group of companies with Cert-in-Certified infrastructure 15	Owning or outsourcing data centre requirement doesn't have any impact on the process for management of exam activities. MeritTrac has successfully delivered large volumes and sensitive government recruitment exams in CBT mode, irrespective of the fact that the data centre had been taken on outsourcing model. This gives an undue advantage to organizations who are also into the business of exam conduct although they do not have domain expertise on assessments. Hence attaching more importance to ownership of Data Centre does not add any value. You are requested to remove this point completely. The data centre to be used for the exams should be certified as per MeitY standards.	TENDER CONDITION PREVAILS
27.	5. Assessment Platform level, Point 1.a	The bidder should have all the necessary components and dependency of source code of the computer-based examination system in place so that any change required in any of the components of the software can be undertaken by their in-house technical team. Required skills should be made available to make necessary configuration changes. The major/minor configuration changes in software requested by IITM/Organizing IIT must be met immediately. The bidder should have at least 1000 technical employees employed in-house in India for conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.	As a 23 years old organization, we have 150+ crore team members (on Payroll) and 1200+ Trained manpower for various examination activities (Contractual) across the country. This is the standard practice in examination domain. We are assuming that you want the overall strength (Payroll & Contractual) of the organization. Please confirm our understanding. If you are looking for only payroll employees, then it will favor only one organization. We request you to modify this clause as under: The bidder should have at least 100 technical employees employed in-house in India for conduct of exam, development of software, maintenance of software, networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee				
M/s. Innovatiview India Pvt. Ltd., Noida								
28.	Page 23-24 Scope of Work	<p>Biometric</p> <ul style="list-style-type: none"> The selected bidder shall complete biometric and/or iris and digital photo or any other identification process as may be stipulated for registration of the candidates before the start of examinations (digital photo and biometric fingerprint and/or iris etc.) and allowing the candidates to appear for the examination at the Centers. <p>Frisking</p> <ul style="list-style-type: none"> Security Guards - Minimum 1 per 100 students (Suitability need to be justified with centers). In no case the number of security guards should be less than 2 in any center. 	<p>To ensure the successful examination conduction, various contemporary security measures have been inducted in the examination process through this tender like:</p> <ul style="list-style-type: none"> Live CCTV surveillance of exam centres Manual Frisking of candidates Aadhaar-based Biometric and touchless IRIS Biometric solutions <p>As per Industry best practice, the Tendering authority should always roll out separate RFP and not make these services a part of scope of Examination conduction agency, as the same would mean that the examination conducting agency itself is entrusted to monitor its work.</p> <p>In such a case, the purpose of enabling IT technology to control impersonation and provide Transparency would not be resolved, as no agency will ever point-out or highlight its own shortcomings. So, the best Industry Practice suggests Tendering authority should hire two separate agencies</p> <ul style="list-style-type: none"> One for Examination conduction Second for Supporting Infrastructure or Security ancillary services <p>First Agency, Exam conduction Body, will be focused on conduction of examination during examination day and the second agency would be working in real time scenario that will escalate the issues / challenge in real time to the client for immediate and effective resolution.</p> <p>Hereby, it is suggested that there should be two separate agencies for examination conduction and supporting infrastructure / audit activities / Security ancillary services.</p>	TENDER CONDITION PREVAILS				
29.	Scope of work	ADDITIONAL SCOPE OF WORK (Missing in RFP currently)	<p>Additionally, we would also suggest adding below mentioned services to curb the malpractices during exams and aid the relevant authorities at every step of the examination to clear out all possibilities of fraud and misconduct:</p> <table border="1" data-bbox="620 1669 1133 1921"> <thead> <tr> <th data-bbox="620 1669 820 1764">Key Challenges in Examination process</th> <th data-bbox="820 1669 1133 1764">Proposed Services</th> </tr> </thead> <tbody> <tr> <td data-bbox="620 1764 820 1921">No method to establish Candidate's identity that an individual is</td> <td data-bbox="820 1764 1133 1921">Trust View: Biometric Solutions <ul style="list-style-type: none"> Aadhar Based authentication IRIS authentication </td> </tr> </tbody> </table>	Key Challenges in Examination process	Proposed Services	No method to establish Candidate's identity that an individual is	Trust View: Biometric Solutions <ul style="list-style-type: none"> Aadhar Based authentication IRIS authentication 	Additional scope not required
Key Challenges in Examination process	Proposed Services							
No method to establish Candidate's identity that an individual is	Trust View: Biometric Solutions <ul style="list-style-type: none"> Aadhar Based authentication IRIS authentication 							

Sl. No.	Description	Tender Condition	Queries by the Bidders			Clarified / Recommended by the Committee
			who he or she claims to be	<ul style="list-style-type: none"> • Facial recognition • Finger-print verification • Real-time attendance feature For Impersonation control by authenticating a candidate's identity.		
			No monitoring for Candidates/ground staff getting involved in various mal practices	CAMview: Live CCTV Surveillance Solution to monitor the examination process in real-time from remotely placed CCTV Command Control room.		
			Unsafe Transportation of crucial exam documents	TRACKview: Smart GPS Locking Solution for Safe Transport and storage.		
			OMR Sheet Fudging post examination	SCANview: On-spot Scanning Solution immediately after the examination.		
30.		TENDER REFERENCES of other State / Central Government Bodies of India w.r.t above mentioned propositions	DEPARTM ENT	TENDER NO. /DATE	DESCRIPTION	No change
			NATIONAL TESTING AGENCY	NTA/2021-22/034 Dated 20.07.2021	Ancillary security services on turnkey basis during Offline (Pen-Paper based) examination	
			NATIONAL TESTING AGENCY	NTA/2021-22/033 Dated 11.05.2021	Provide Live CCTV Surveillance, Biometric authentication and Frisking service during CBT examination	
			Maharashtra Public Service Commission	MIS-0120/CR-27/2021/23 Dated 09.09.2021	PROVIDING SERVICES FOR CCTV SURVEILLANCE SYSTEM	
			Maharashtra Public Service Commission	MIS-0615/CR 22/2020/III Dated 30.07.2020	Providing Security Ancillary Services Including	

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			Sanitization during Examinations All India Institute of Medical Sciences (AIIMS) GEM/2021/B/1470754 Dated 27-08-2021 Live CCTV, Biometric (Iris, Facial recognition and fingerprint) during examination. Bihar Staff Selection Commission, Patna 1343/अ Dated 26.06.2021 Biometric Authentication and Attendance Marking Service	
M/s. NSEIT Limited, Mumbai				
31.		Tender Submission Date	We request that post release of the Pre-bid Queries response –Vendors be given 7-10 working days to work on the Tender documents –hence to please extend the submission date accordingly in case of a delay in release of the Pre-bid queries Response	Date Corrigendum issued on 19.10.2023 by extending due date upto 13.11.2023 @ 02.00 p.m.
32.		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.	Refer Sl.No.6 at Page No.6 of 48 for Payment terms of the tender condition.
33.		Submission , EMD and Tender fees	Please confirm that there is no Tender fees? We request to please allow bidders to submit a Bid Declaration form instead of the EMD amount Please confirm if the EMD can be submitted also as a BG ?	Please refer Pg. No. 4 of 48, under clause H, Earnest Money Deposit (EMD) of the tender condition.
34.		Financial Bid	We assume that the Per Registered Candidate rate quoted would be Per Scheduled candidate per session, per stage 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 -	The rate is for per candidate for both the sessions together. Yes, the rate quoted is without COVID SOPs GST as applicable as per GOI regulations Venue names for foreign centres will be intimated two days after the JEE(Advanced) Registration closes. The

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			any hike in the rate would be accordingly borne by the client. Please confirm the break up of candidates across foreign cities and the City names? We assume that vendor to provide Venue as well as manpower etc - pl confirm	required manpower and the Venues should be provided by the bidder.
35.	Point 8	The bidder should not have incurred any loss during the last three years up to financial year ending 31 March 2023. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years.	We request to please change this to: The bidder should have an average networth of Rs 100+ crores during the last three years up to financial year ending 31 March 2023. The bidder should submit certified copies of their company Balance Sheet and Profit and Loss Account duly audited for the last three financial years. As This is a better indicator of the Financial Capability of the Bidder	TENDER CONDITION PREVAILS
36.	Page 9 -Point 10	10. The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 1.8 lakhs candidates in a single shift. The documentary evidence in form of work order/contract should be submitted and the performance report must be submitted on the client's letterhead.	We request to please change this to: 10. The bidder must have successfully executed 5 similar projects (conduct of CBT) in all India basis, out of which at least one project should be Conduct of Computer based Examination with capability of at least 1 lakh+ candidates in a single shift. The documentary evidence in form of work order/contract should be submitted and the performance report must be submitted on the client's letterhead.	TENDER CONDITION PREVAILS
37.	Page 9 -Point 11	11. The bidder must have a primary data center with a DR (disaster recovery) site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be CERT - IN certified as per Govt. of India guidelines. Necessary document proof should be submitted	We request to please change this to : 11. The bidder must have a primary data center or tie up with a Data Center with a DR (disaster recovery) site infrastructure for data Security. Both the Data Centers should be located in India in different seismic zones. The data center must be Tier III and ISO certified. Data Center should be certified as per the Government of India Guidelines. The infrastructure of the bidder must be CERT - IN certified as per Govt. of India guidelines. Necessary document proof should be submitted	TENDER CONDITION PREVAILS
38.	Page 14	Point 1.4.1 -single Session	To be fair to all bidders -request to please change this to : Maximum number of candidates appeared in	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			computer-based examination in single shift completed in India in last five year (as on date of bid submission) 50000 = 2 50,000-1,00,000 = 5 > 1,00,000 =10	
39.	Page 14	Point 1.5.1 – Nodes	To be fair to all bidders - request to please change this to : Owned/ Leased Nodes (available 24X7 with minimum 250 nodes in each center) Capability in India (Proof to be submitted) <= 50,000 = 2 50,001 – 100,000 =5 > 100,000 =10	TENDER CONDITION PREVAILS
40.	Page 6 – Point 12	Jurisdiction: All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the place from which the acceptance of Tender is issued.	Please request the client to reframe the clause as follows:- <i>All questions, disputes, or differences arising under, out of or in connection with the contract, if concluded, shall be subject to the exclusive jurisdiction at the Courts in Mumbai.</i>	TENDER CONDITION PREVAILS
41.	Page 6 – Point 13	Penalty & Liquidated Damages: In case of non-fulfilment of the service provider's specific obligation as under the contract, which nonfulfillment leads to data loss/ noncompliance of event based log/ data saving. The service provider shall indemnify IIT Madras to the extent of any loss suffered by IIT Madras as a result of such data loss/ noncompliance of event-based log/ data saving.	Please request the client to reframe the clause as follows:- <i>In case of non-fulfilment of the service provider's specific obligation as under the contract, which nonfulfillment leads to data loss/ noncompliance of event based log/ data saving. The service provider shall indemnify IIT Madras only to the extent of 5x% of the invoice value giving rise to such indemnity/loss suffered by IIT Madras as a result of such data loss/ noncompliance of event-based log/ data saving.</i>	Refer Sl.No.36 of Pre-bid minutes.
42.	Page 6 – Point 13	However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to total amount payable by IIT Madras to the service provider (under the terms of the contract), provided, however, that this limitation shall not apply to any liability for damages	Please request the client to reframe as follows:- However, the total liability of the service provider under this clause as well as under any other clause of the contract shall be limited to 5% of the total invoice of the particular service of the respective Order for which the liability arises.	Refer Sl.No.36 of Pre- bid minutes

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		arising from wilful misconduct or negligence.		
43.	Page 6 – Point 13	Indemnity and Liability	<p>We suggest the following clause be incorporated in the liability and indemnity clause:-</p> <p><i>The Bidder shall indemnify Tendering Authority from and against any costs, loss, damages, expenses and claims including those from third parties or liabilities of any kind howsoever suffered arising or incurred inter-alia by any willful negligence or wrongful act or omission by the Bidder in connection with the services.</i></p> <p><i>In no event shall either party be liable under any contract, strict liability, negligence or other legal or equitable theory for any indirect, incidental, special or consequential damages, lost profits, lost data or cost of procurement of substitute goods, technology or services. The total aggregate liability and indemnity of the Bidder, regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose or otherwise, under this Agreement shall be limited to 5% of the total invoice value of the assignment paid to NSEIT in respect of that particular online examination which gives rise to such a liability.</i></p>	Refer Sl.No.36 of Pre- bid minutes
44.	page 6 Point 13	In case of any deficiency of service provided by the Technical Administrators in conducting the Online examination at a Test center that would lead to unacceptable delay in completing the examination, the service provider will be penalized with 5% of total payable by IITM / Organizing Institutes to the provider for that particular test center where the deficiency has been verified and confirmed by IITM / Organizing Institutes	<p>Request client to consider the following:</p> <p>i) The penalty shall be imposed on the bidder only if the cause for such penalty is directly and solely attributable to the Agency.</p> <p>ii) The total cumulative Penalty imposed on the bidder shall not exceed 5% of the total invoice of the particular service of the respective Order for which the penalty arises.</p> <p>iii) PU shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. PU shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.</p> <p>iv) The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.</p> <p>v) Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder.</p> <p>vi) The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement.</p> <p>vii) The bidder shall be given an opportunity of making a representation and of personal</p>	Refer Sl.No.36 of Pre-bid minutes

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			hearing before final imposition of penalty. viii) An escalation matrix should be mutually decided between both the parties.	
45.	Page 7 – Point 14	Force Majeure	<p>Request client to consider the following clause in place of the exiting clause: Neither party shall be liable for any delay or failure in performing any of its obligations hereunder, if such delay or failure either wholly or partly is due to Force Majeure conditions such as floods, earthquakes or other acts of God, or any acts of governmental body or public enemy, wars, riots, embargoes, epidemics, fires or any other causes, circumstances or contingencies beyond the control of such party.</p> <p>The party affected by such Force Majeure condition shall forthwith notify the other Party/Parties, of the nature and extent thereof, in writing, within seven (7) days after the occurrence of such Force Majeure condition and shall, to the extent reasonable and lawful under the circumstances, use best efforts to remove or remedy such cause with all reasonable dispatch.</p> <p>If the Force Majeure condition in question prevails for a continuous period of one (1) month, the parties affected by such condition shall enter into bona fide discussions with a view to alleviating its effect on this Agreement by agreeing to such alternative agreement as may be fair and reasonable.</p>	TENDER CONDITION PREVAILS
46.	Page 7 – Point 14	Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on the date of termination. Notwithstanding this, provisions relating to, confidentiality survive termination of the contract further for a period of one year. However, IITM shall make payment for all the services rendered by the selected bidder till such date of termination of contract.	Please request client to remove this clause	TENDER CONDITION PREVAILS
47.	Page 8 – Point 17	The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by	Please request the client to reframe as follows:- <i>The total aggregate liability of either party under this Agreement shall not exceed 10% of the exam value for the Service that gives rise to such liability.</i>	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		IITM for the Service that gives rise to such liability.		
48.	Page 8 – Point 17	The limitation on any Party's liability herein shall not apply to (i) liability for damages, resulting from the willful misconduct and (ii) breach of the use terms in respect of bidder's application system	Request client to remove this clause.	TENDER CONDITION PREVAILS
49.	Page 16 – Point 23	The Security deposit will be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contract and loss or damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor	Request client to consider the following: The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of security deposit The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. The successful bidder shall be given a cure period of 30 days for rectification.	TENDER CONDITION PREVAILS
50.		Opportunity of Personal Hearing/Representation	Request client to consider the following: The service provider shall be provided an opportunity of personal hearing/Representation to represent the facts before imposition of any penalty/liability or blacklisting.	Not Considered
51.		Assignment and Sub-contracting	Request client to consider the following: The successful bidder shall reserve the right to Assign or sub contract a part of the contract with prior written approval from the client	Refer Sl.No.5 of Pre-bid minutes
52.		Termination	Request client to consider the following: Each party shall reserve the right to terminate the contract for reason of convenience by giving a written notice of not less than 30 days to the other party.	Not Considered
53.		Dispute Mechanism	Request client to consider the following: If the dispute between the parties does not resolve mutually, the same shall be submitted to Sole Arbitrator appointed mutually by the parties and the proceedings shall be conducted as per Arbitration and Conciliation Act, 1996	Not Considered
54.	Page 22 – 4.1 Infrastructure	The selected bidder shall ensure that the Signature of the candidate is taken in the attendance sheet and Verification of the signature in attendance sheet is done vis-à-vis the signature in the admit card.	NSEIT will ensure that the candidates signs on the attendance sheet and match it with the Admit card signature but further verification would not be possible	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
55.	Page 24 – 4.2 Infrastructure	The selected bidder should provide reports to IITM/Organizing IIT to view the test progress at all the centres during the examination.	NSEIT will provide a dashboard to monitor the progress of the test near real time basis.	TENDER CONDITION PREVAILS
56.	Page 25 – 4.2 Infrastructure	Other data such as attendance sheet, fingerprint and/or iris, photograph, seating plan etc. (if any) should be sent to IITM/Organizing IIT within 7 days of conclusion of the examination.	Timelines for document submission will be discussed mutually	TENDER CONDITION PREVAILS
57.	Page 25 – 4.2 Infrastructure	The final response data in a format specified by IITM/Organizing IIT should be uploaded to the server in the “Master Control Room” and should also be copied in a pen drive within 30 minutes of the completion of each session of examination. The pen drive will be handed over to the IRs.	The data post-examination will be shared within 4 hours	TENDER CONDITION PREVAILS
58.	Page 25 – 4.2 Infrastructure	The selected bidder also must make arrangements to upload the results of one of the mock tests conducted onto the servers so that the Organizing Institute can make observations of the results from the Master Control Facility	The mock test is conducted to ensure smooth functioning of the systems during the examination and the tests are auto-submitted, results cannot be shared for the same.	TENDER CONDITION PREVAILS
59.	Page 26 – Point 4.3 Post Exam	After confirmation of proper transfer of data to the server, the IT manager of service provider in presence of Institute Representatives from IITs should demonstrate complete automatic deletion of the responses and audit trails in the hard disc of the main and backup server.	The encrypted examination data gets transferred to the central server through a dedicated secured channel, local traces cannot be accessed and deleted as mentioned	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
60.	Page 27 – 4.3 Post Exam	for a minimum period of eight years from the date of the examination exclusively to the Organizing IIT and no one else.	Please confirm apart from Examination data, CCTV recordings are to be retained. If yes -pl confirm for how many years?	Refer Sl.No.26 of Pre-bid minutes

Sd/-
Assistant Registrar
Stores & Purchase