

**MINUTES OF THE PRE-BID MEETING FOR “Conducting Computer Based Online Exam Partners for JEE (Advanced)” ON 25.10.2023 AT 03.00 P.M. THROUGH GOOGLE MEET
Ref: IITM/SPS/JEE (ADV)/016/2023-24/SPL**

An Open Tender was floated on 16.10.2023 for “Conducting Computer Based Online Exam Partners for JEE (Advanced)”. The pre-bid meeting was held on 25.10.2023 (Wednesday) at 3.00 pm through Google Meet.

The representatives of the following 2 firms have participated in the pre-bid meeting, namely:

1. Mr. Christopher, Ms. Utpala, Mr. Nikhil and Ms. Neetu Rana, **M/s. TCS, Chennai**
2. Mr. Bidhan Roy and Mr. Sridhar Mallela, **M/s. Merit Track, Bangalore**

The queries received from the prospective bidders were discussed by the Committee and clarified the same during pre-bid meeting as tabulated below.

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
M/s. TCS, Chennai				
1.	Page 4 - Marking on Technical Bid – Point I	iii. 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.	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 signatory for security and ease of operations. The seal of the organization will be placed on each page of the bid response and the digital signature is affixed on the last page of the document, which makes it non editable. Request IIT Madras to accept the same in place of signature on each page.	Accepted by the Committee for both Seal of the organization with authorized signatory and Digital Signature in all pages of the Technical Bid
2.	Page 5 - S.No. 2 - Preparation of Tender	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	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 signatory for security and ease of operations. The seal of the organization will be placed on each page of the bid response and the digital signature is affixed on the last page of the document, which makes it non editable. Request IIT Madras to accept the same in place of signature on each page.	Accepted by the Committee for both Seal of the organization with authorized signatory and Digital Signature.
3.	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
4.	Page 6 - S.No. 5 - Prices	• quotation for foreign nodes will not be more	We suggest the following changes to the clause.	The Committee considered to remove the clause of (a) and recommended for

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		<p>than ten times of the price quoted for single Indian node as mentioned in Table V.1 (Financial Bid).</p> <ul style="list-style-type: none"> 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. no payment will be made for any foreign center if there is no candidate 	<ul style="list-style-type: none"> 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). 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. no payment will be made for any foreign center if there is no candidate scheduled at all which will be intimated minimum of 20 days prior to the conduct of JEE (Advanced). 	<p>issuing Corrigendum for the following:</p> <p>Price quoted for foreign nodes will not be considered for evaluation of bids but</p> <ul style="list-style-type: none"> 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 scheduled 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.
5.	Page 9 - S.No. 5.; I. Bidder Eligibility Criteria	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).	Some of the activities like invigilators, security etc. may be sublet to our empaneled agencies. Request IITM for modification in the following clause as: 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). Any subletting will be done with the agreement of IIT Madras.	Accepted and recommended for issuing Corrigendum for the following: The bidder should be a Partnership/ Proprietary / Private Limited / Limited Company. Consortium firms will not be considered. Any subletting will be done with the agreement of IIT Madras. (Necessary document proof should be submitted).
6.	Page No. 31 S. No. 11.; I. Bidder Eligibility Criteria	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	Request IITM to clarify on the single shift count present here i.e., 1.8 Lakhs while on which is contradicting with the page no. 31, point 11 where the single shift capability asked for is 1.5 Lakhs.	Accepted and recommended for issuing Corrigendum for the following: 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.
7.	Page – 10- S.No. 20.; II. Technical Detail with Operational	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	Considered by the Committee and suggested to submit a self-declaration in the letter head with seal and signature to this effect.

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	Capability – Point No. 5		confidentiality and its format.	
8.	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.
9.	Page 19 - Annexure A; Project background Point 2	Conduct of mock tests and workshops regarding online Computer based test.	Mock Test / Dry run is conducted a day or two before the examination. Please clarify what workshops are required regarding online computer-based tests	Considered and recommended for issuing Corrigendum for the following without workshop: Conduct of mock tests regarding online Computer based test.
10.	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.
11.	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.
12.	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 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	Accepted by the Committee subject to additional CR when it is required
13.	Page 21 - Annexure A; 4.1 Pre-Examination Phase	The selected bidder shall ensure that UPS facilities and Generator facilities are available at each Exam Centre for	Request IITM for modification in the clause as: The selected bidder shall ensure that UPS facilities <u>or</u> and Generator facilities are	The Committee considered and recommended to issue corrigendum by including the following details: The selected bidder shall ensure that

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		uninterrupted power supply as required by the JEE (Advanced) Committee.	available at each Exam Centre for uninterrupted power supply as required by the JEE (Advanced) Committee.	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.
14.	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 this stage shall be used later for authentication purposes.	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
15.	Page 22 - Annexure A; 4.1 Pre-Examination Phase	Test Centers: 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.	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 to remove the clause under 4.1 Pre-Examination Phase of Test Centres in Annexure A of the Tender document. "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."
16.	Page 22 - Annexure A; 4.2 Pre-Examination Phase	i. Venue head-1 (with four years of experience in conducting similar CBT exams)	Request IITM for modification in the clause as: i. Venue head-1 (Regular staff of the selected bidder with four years of experience in conducting similar CBT exams)	Committee recommended for issuing Corrigendum for the following: Venue head-1 (experience in conducting at least one CBT exam for any customer)
17.	Page 23 - Annexure A; 4.2 Pre-Examination Phase	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).	Examination centers provided will have the facility for installing security and access control systems such as jammers. However, jammers would be installed by IIT Madras vendor after approvals from respective Govt. authority. The approvals will have to be obtained by IIT Madras.	Considered and recommended for issuing Corrigendum for the following: 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).
18.	Page 23 - Annexure A; 4.2 Pre-Examination Phase	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	Request removal of this clause. Bidder will be handling payment of all the LISPs used for conduct of examination	Accepted by the Committee to remove the clause under 4.2 Examination Phase in Annexure A of the Tender document. "The bidder should quote rates separately for handling LISPs; stating amounts depending on whether payment

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		by the Organizing Institute.		is handled by the bidder or if the payment is handled by the Organizing Institute."
19.	Page 24 - Annexure A; 4.2 Pre-Examination Phase	Minimum Exam Centre Server Prerequisites Response time for question/page loading must be less than one second. All responses to be acted upon in real time.	Request IITM for modification in the clause as: Minimum Exam Centre Server Prerequisites Response time for question/page loading must be less than five seconds . All responses to be acted upon in real time	Recommended for issuing Corrigendum for the following: Minimum Exam Centre Server Prerequisites – Performance Criteria: Response time for question/page loading must be less than five seconds . All responses to be acted upon in real time.
20.	Page 24 - Annexure A; 4.2 Examination Phase / Infrastructure	The service provider has to ensure that the server room/enclosure is air conditioned.	Request IITM for modification in the clause as: The service provider must ensure that the server room/enclosure is well ventilated for conducive temperature preferably with air conditioning .	Recommended for issuing Corrigendum for the following: The service provider has to ensure that the server room/enclosure is well ventilated for conducive temperature preferably with air conditioning .
21.	Page 24 - Annexure A; 4.2 Examination Phase / Infrastructure	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.	Request IITM for modification in the clause as: The service provider must have the requisite MOUs / Work Order with the colleges and those who will arrange for the client systems necessary for the conduct of examination at each test center.	Considered and recommended for issuing Corrigendum for the following: 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.
22.	Page 25 - Annexure A; 4.2 Examination Phase / Infrastructure	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.	Command Center can be set up before the examination for monitoring purposes. Near real time monitoring of computer-based examinations can be done using TCS ION Command Centre. Please clarify why it needs to be set up four weeks before the examination. Advisable to discuss and mutually agree on the timelines for setting up the command center.	Recommended for issuing Corrigendum for the following: 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.
23.	Page 25 - Annexure A; 4.2 Examination Phase / Infrastructure	The selected bidder must ensure that conducive temperature (< 30 deg C) is maintained in the exam hall throughout the exam period.	Request IITM to add one more line item in the BOQ for maintaining conducive temperature by deploying air coolers and modification in the clause as: The selected bidder must ensure that conducive temperature (< 30 deg C) is maintained in the exam hall throughout the exam period.	Recommended for issuing Corrigendum by removing the (< 30 deg C) with the following: The selected bidder must ensure that conducive temperature is maintained in the exam hall throughout the exam period.
24.	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	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	Please refer Sl. No. 12.

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		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.	to be detailed in the RFP and a separate line item should be included in the BOQ.	
25.	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 <u>the response and audit trails should be deleted within a stipulated time frame.</u>	TENDER CONDITION PREVAILS
26.	Page 26, 27 Annexure A; 4.3 Post Examination Phase	The selected bidder shall provide documented inputs and support for handling, 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.	The data will be stored with us, and we will provide documented inputs and support for handling, o Candidates' queries o RTI queries o Court Cases 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. Hence, we request removal of "minimum period of eight years" from the clause.	Considered and recommended for issuing Corrigendum for the following: The selected bidder shall provide documented inputs and support for handling, o Candidates queries o RTI queries o Court Cases 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.
27.	Page 27 - Annexure A; 4.3 Post Examination Phase	Test Data Archiving: 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.	There is no time frame specified for Test Data Archiving. Hence, as per standard practice and legal compliance, keeping customer's confidential data beyond the contract period is not advisable. The data will be stored with us till the expiry of the contract. All the examination related data will be handed over to IITM at the end of contract.	Considered and recommended for issuing Corrigendum for the following: Test Data Archiving: 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.
28.	Page 27 - Annexure A; 4.3 Post Examination Phase	MIS generation/customized reports: The selected bidder shall provide adequate information to the JEE	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	The Committee considered and accepted.

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		(Advanced) Committee as per the requirement in the stipulated time desired by IIT Madras/Organizing IIT.	feasibility check and standard SLAs will follow depending on the complexity of the requirements.	
29.	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 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 as 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.
30.	Page - 30 9. Bidder Eligibility Criteria; Point 5	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).	Request IITM to make the following modifications in the clause as: 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). Any subletting will be done with the agreement of IIT Madras.	Refer Sl.No.5
31.	Page 39 - Annexure - C	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* (2,50,000-Registered number of candidates) * Charge per candidate	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*(2,50,000-Registered number of candidates)*Charge per candidate to partially compensate for the expenditure in preparing 2,50,000 nodes	Considered and recommended for issuing Corrigendum as follows: 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, an additional payment is included as per the following formula Additional payment = 0.5* (2,25,000-Registered number of candidates) * Charge per candidate to partially compensate for the expenditure in preparing upto 2,25,000 nodes
32.	Page 39 - Annexure - C	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	We suggest the following changes to the clause. 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).	Considered and recommended for issuing Corrigendum for the following: 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

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		<p>Indian node as mentioned in Table V.1 (Financial Bid).</p> <p>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.</p> <p>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)</p>	<p>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.</p> <p>c) no payment will be made for any foreign center if there is no candidate scheduled at all which will be intimated minimum of 10-12 20 days prior to the conduct of JEE (Advanced).</p>	<p>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.</p>
33.	Annexure - I	<p>FINANCIAL INFORMATION (Turnover from Computer Based Test): 2</p> <p>i) Gross annual turnover from Computer based test</p> <p>ii) Profit/Loss</p> <p>iii) Financial Position</p>	<p>Computer Based Test is just one of the many services provided by our organisation, so we do not maintain any P&L / Financial Position records for this service. Request to accept only Point i) information for this annexure table 2</p>	<p>Considered and recommended for issuing Corrigendum by removing ii) Profit / Loss and iii) Financial Position in the Financial Information Table 2 in Annexure-I at Pg.41 of 48 for the following:</p> <p>FINANCIAL INFORMATION (Turnover from Computer Based Test): 2</p> <p>i) Gross annual turnover from Computer based test</p>
34.	BOQ.xls	<p>OPTION II</p> <p>Per Candidate (inclusive of HHMD and alternate arrangement) Rs. P</p>	<p>Please clarify as to what constitutes alternate arrangements?</p>	<p>Recommended for issuing Corrigendum rate only for Per Candidate (inclusive of HHMD) by removing alternate arrangement in the BoQ at Annexure - C.</p> <p style="text-align: center;">Per Candidate (Inclusive of HHMD) Instead of Per Candidate (Inclusive of HHMD or alternate arrangement)</p>
35.	Page 4 - Earnest Money Deposit (EMD) - H	<p>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</p>	<p>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 within 14 (fourteen) days from the date of signing the agreement on mutual terms and conditions issue of Order by IIT Madras, which would be released 60 days after the successful completion of the</p>	<p>TENDER CONDITION PREVAILS</p>

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		<p>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>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>	
36.	Page 6 -13. Penalty & Liquidated Damages	<p>The successful bidder must 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. Final payment may take as much as a month after all the formalities are finished.</p> <p>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.</p>	<p>The successful bidder must 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. which shall be mutually agreed between the parties. Final payment may take as much as a month after all the formalities are finished.</p> <p>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 providers 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. 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 <u>exam value</u></p>	<p>Recommended for issuing Corrigendum for the following:</p> <p>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</p> <p>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</p>

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		<p>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.</p> <p>*****</p> <p>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.</p>	<p>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 gross negligence and breach of the 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.</p> <p>*****</p> <p>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 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.</p>	<p>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.</p> <p>*****</p> <p>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.</p>
37.	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 	<ul style="list-style-type: none"> A formal Contract / Agreement shall be entered into with successful service provider on mutual terms and conditions. <p>*****</p> <ul style="list-style-type: none"> IITM shall have the right to terminate the agreement post giving sufficient notice to the Bidder. The Security deposit will be liable 	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		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.	to be forfeited or appropriated in case the services are not provided as per the agreed scope of services. 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.	
38.	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 subject to the suggestions submitted along with the bid documents, 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
39.	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
40.	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 has not been Blacklisted or declared insolvent by any of the Union or State Government / Organization. II. That none of the individual / firm /	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 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	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		<p>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.</p> <p>III. That 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.</p>	<p>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</p>	
41.	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				
42.	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
43.	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 financials 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

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
44.	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 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 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 report must be submitted on the client's letterhead.	TENDER CONDITION PREVAILS
45.	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
46.	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
47.	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) 20,000 - 30,000 2 1,50,000 - 1,75,000 30,000 - 50,000 > 5 2 >50,000 10 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
48.	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 1-10 assignments 2	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

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		11-20 assignments 5 >20 assignments 10		
49.	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 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.	TENDER CONDITION PREVAILS
50.	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
51.	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	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,	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		<p>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.</p>	<p>networking and data security. The proof of ESI/PF registration or self-declaration shall be submitted.</p>	
M/s.Innovatiview India Pvt. Ltd., Noida				
52.	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.</p> <p>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</p>	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders			Clarified / Recommended by the Committee										
			<p>time to the client for immediate and effective resolution.</p> <p><i>Hereby, it is suggested that there should be two separate agencies for examination conduction and supporting infrastructure / audit activities / Security ancillary services.</i></p>													
53.	Scope of work	<p>ADDITIONAL SCOPE OF WORK (Missing in RFP currently)</p>	<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="609 846 1107 1948"> <thead> <tr> <th data-bbox="609 846 813 940">Key Challenges in Examination process</th> <th data-bbox="813 846 1107 940">Proposed Services</th> </tr> </thead> <tbody> <tr> <td data-bbox="609 940 813 1381">No method to establish Candidate's identity that an individual is who he or she claims to be</td> <td data-bbox="813 940 1107 1381"> Trust View: Biometric Solutions <ul style="list-style-type: none"> • Aadhar Based authentication • IRIS authentication • Facial recognition • Finger-print verification • Real-time attendance feature For Impersonation control by authenticating a candidate's identity. </td> </tr> <tr> <td data-bbox="609 1381 813 1665">No monitoring for Candidates/ground staff getting involved in various mal practices</td> <td data-bbox="813 1381 1107 1665"> CAMview: Live CCTV Surveillance Solution to monitor the examination process in real-time from remotely placed CCTV Command Control room. </td> </tr> <tr> <td data-bbox="609 1665 813 1791">Unsafe Transportation of crucial exam documents</td> <td data-bbox="813 1665 1107 1791"> TRACKview: Smart GPS Locking Solution for Safe Transport and storage. </td> </tr> <tr> <td data-bbox="609 1791 813 1948">OMR Sheet Fudging post examination</td> <td data-bbox="813 1791 1107 1948"> SCANview: On-spot Scanning Solution immediately after the examination. </td> </tr> </tbody> </table>			Key Challenges in Examination process	Proposed Services	No method to establish Candidate's identity that an individual is who he or she claims to be	Trust View: Biometric Solutions <ul style="list-style-type: none"> • Aadhar Based authentication • IRIS authentication • 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.	Additional scope not required
Key Challenges in Examination process	Proposed Services															
No method to establish Candidate's identity that an individual is who he or she claims to be	Trust View: Biometric Solutions <ul style="list-style-type: none"> • Aadhar Based authentication • IRIS authentication • Facial recognition • Finger-print verification • Real-time attendance feature For Impersonation control by authenticating a candidate's identity.															
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OMR Sheet Fudging post examination	SCANview: On-spot Scanning Solution immediately after the examination.															
54.		<p>TENDER REFERENCES of other State</p>	DEPARTM ENT	TENDER NO. /DATE	DESCRIPTIO N	No change										

Sl. No.	Description	Tender Condition	Queries by the Bidders			Clarified / Recommended by the Committee
		/ Central Government Bodies of India w.r.t above mentioned propositions	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 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						
55.		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.		

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
56.		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.
57.		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.
58.		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 - 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	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 required manpower and the Venues should be provided by the bidder.
59.	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
60.	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	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	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		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.	order/contract should be submitted and the performance report must be submitted on the client's letterhead.	
61.	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
62.	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 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	TENDER CONDITION PREVAILS
63.	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
64.	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	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

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		issued.		
65.	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
66.	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 arising from wilful misconduct or negligence.	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
67.	Page 6 – Point 13	Indemnity and Liability	We suggest the following clause be incorporated in the liability and indemnity clause:- <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. 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</i>	Refer Sl.No.36

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			<p><i>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>	
68.	page 6 Point 13	<p>In case of any deficiency of service provided by the Technical Administrators 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</p>	<p>Request client to consider the following: i) The penalty shall be imposed on the bidder only if the cause for such penalty is directly and solely attributable to the Agency. ii) The total cumulative Penalty imposed on the bidder shall not exceed 5% of the total invoice of the particular service of the Order for which the penalty arises. 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. 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. v) Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder. 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. vii) The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty. viii) An escalation matrix should be mutually decided between both the parties.</p>	Refer Sl.No.36
69.	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. The party affected by such Force Majeure condition shall forthwith notify the other</p>	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
			<p>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>	
70.	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
71.	Page 8 – Point 17	The total aggregate liability of either party under this Agreement shall not exceed the exam value paid to bidder by IITM for the Service that gives rise to such liability.	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
72.	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
73.	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	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	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		damage, if any, sustained by the Institute on account of failure or negligence on the part of employees of contractor	be directly & solely attributable to the successful bidder. The successful bidder shall be given a cure period of 30 days for rectification.	
74.		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
75.		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
76.		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
77.		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
78.	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
79.	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
80.	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
81.	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	The data post-examination will be shared within 4 hours	TENDER CONDITION PREVAILS

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee
		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.		
82.	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 server 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
83.	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
84.	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 -please confirm for how many years?	Refer Sl.No.26
85.	Page 6, Sl.No.7, Duration of Contract	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.		Recommended to issue Corrigendum for the following. 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 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.

Sl. No.	Description	Tender Condition	Queries by the Bidders	Clarified / Recommended by the Committee				
86.	Page 19, 20 & 39 of 48	As per query at Sl.No.31, Candidates Strength Range reduced to 1,80,000 to 2,25,000 instead of 1,80,000 to 2,50,000		<p>Recommended to issue Corrigendum for the following:</p> <p>Total number of candidates strength range reduced from 1,80,000 to 2,50,000 candidates to 1,80,000 to 2,25,000 in the Technical Bid of Annexure-A at Sl.No.1,2, of Page 19 & Sl.No.3 of Page 20 as well as in the Proforma for Financial Bid (BoQ)</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Candidates Strength Range (For examination conducted in India)</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>1,80,000 to 2,25,000</td> </tr> </tbody> </table>	Sr. No.	Candidates Strength Range (For examination conducted in India)	1.	1,80,000 to 2,25,000
Sr. No.	Candidates Strength Range (For examination conducted in India)							
1.	1,80,000 to 2,25,000							

In view of the above, the Committee has recommended for issuing Corrigendum only for Sl. No.1,2,4,5,6,9,13, 16, 17, 19, 20, 21,22,23,26, 27, 31,32,33, 34, 35, 36, 55,85 and 86.

Sd/-
Assistant Registrar
Stores and Purchase Section