



MSDE -18011/06/CBT Tender/2020-TTC
Government of India
Ministry of Skill Development & Entrepreneurship
Directorate General of Training


Employment Exchange Building, ICAR Complex,
Pusa, New Delhi – 110012, **Date: 06.07.2020**

CORRIGENDUM

Reference: RFP for Selection of Service Provider to conduct End-to-End Computer Based Test for various schemes of Directorate General of Training, reference No. **MSDE-18011/06/CBT Tender/2020-TTC** and Tender Id- **2020_DGT_559141_1**

This is in reference to pre-bid meeting for RFP for Selection of Service Provider to conduct End-to-End Computer Based Test for various schemes of Directorate General of Training, reference No. **MSDE -18011/06/CBT Tender/2020-TTC** and Tender Id-**2020_DGT_559141_1** held at DGT (HQ) on 22.06.2020.

After taking in account the representations of all 04 bidders and discussion in pre-bid meeting, few changes in RFP has been made. The detail of changes are attached as Annexure.


(R.P. Dhirgna)
Director (TTC), DGT

Annexure to Corrigendum no MSDE-18011/06/CBT Tender /2020-TTC dated 06-07-2020

| | Points Under Discussion | Response of DGT |
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| 1 | Clause 3.4 bullet no 4, 3.4 Contract Signing | Bullet no 4 may be read as "Within 12 days from receiving of Performance Bank Guarantee, Contract agreement will be signed between DGT and Selected bidder .In case the bidder does not Sign the contract within 12 days, DGT will have all rights to select next bidder who has next highest Composite score of QCBS. |
| 2 | 4.12 CCTV footages,CCTV livestreams and other relevant data shall be submitted/provided by the SP upon request from DGT. • All the CCTV must be geotagged. | <ul style="list-style-type: none"> • Word "CCTV live streams" deleted • DGT may ask geotagging for upto 50% of centers ,if need arises. • Center wise location authentication certificate shall be submitted by the Service Provider along with CCTV recording. • CCTV shall get recorded and the recording must be kept safe for at least 06 months from the date of examination. However,approval for deletion of the data may be taken from DGT before deletion. |
| 3 | Point no 4.1.5 bullet no 4 Mock test software should be of assistive nature | Clause is deleted. |
| 4 | 4.3 Psychometric Analysis of Question Papers. | Psychometric Analysis may be read as "analysis of question paper and response analysis of the student in answering the questions". |
| 5 | Page 27 4.3 Test Data Archiving: | "Test Data Archiving" is required for 06 months.Before destroying the data approval for same may be taken from DGT. |

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| 6 | <p>5 Payment Schedule</p> <ul style="list-style-type: none"> • Submission of invoices with number validated by DGT • 75% Payment may be made with-in one month from the invoice date, subject providing supporting documents/ data as required • Payment will be made on the basis of total number of exams scheduled** • Balance 25% payment shall be made after Certification by DGT of all the activities related to the given work order have been duly completed in all respect. | <p>Clause 5 The points under Outcomes Expected and Documents to be submitted may be read as</p> <p>Milestone wise Payment</p> <ul style="list-style-type: none"> • 30% after successfully conducting the exam • 50% after successfully submitting the result in desired format • Balance 20% payment shall be made after Certification by DGT for receipt of all the records of activities related to the given work order duly completed in all respect . • Submission of invoices with number validated by DGT |
| 7 | <p>7.3 Authentication of Bids</p> <p>9.3 Form B Self-declaration letter of non-blacklisting,</p> <p>10.1 integrity pact duly signed by authorise signatory on company letterhead and notarised.</p> | <p>Due to COVID-19 situation we may accept authorise signatory on company letter head and the same can be submitted with signed and notarised copy as soon as business starts as usual. Bidder shall also ensure that signed and notarised copy must be submitted before opening of final bid .</p> |
| 8 | 1.3 point 7 Regarding EMD | As per GFR rule 170 amended vide letter no. F.20/2/2014-PPD)(pt) , the bidder can submit Bank Guarantee in place of Demand Draft and SME are exempted from submitting the EMD. |
| 9 | 7.30 The duration of the project is for a period of 3 academic years from the date of signing of the contract, with option to extend the contract for a maximum period of 5 years under same terms and conditions. | Point 7.30 may be read as " <u>The duration of the project is for a period of 3 academic years from the date of signing of the contract, with option to extend the contract for a period of 2 years under same terms and conditions.</u> " |
| 10 | 9.4 Set 3 Commercial Bid Format | Examination charges per student per exam paper may be read as " <u>Examination charges per scheduled student per exam paper</u> " |

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| 11 | <p>Page 26 4.3 Bullet 9</p> <p>a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.)as per requirements of NTA.</p> | <p>It may be read as "</p> <p>a) Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.)as per requirements of DGT.</p> |
| 12 | <p>Page 23 4.1.5</p> <p>The selected bidder shall securely install and implement Question Bank in English, Hindi and other regional languages applicable for the state/ region (refer Annexure II for list of languages in which the question paper would need to be translated and hosted by SP) for mock test.</p> | <p>Words "need to be translated "deleted</p> |

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| SERVICE LEVEL AGREEMENT | | |
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| SERVICE LEVEL | Penalty | Clarification |
| 1 Clause 6 – Service Level Agreement | <p>The SLA shall also be part of the contract to be signed between DGT and SP. However, the SLA's mentioned in the actual contract shall not be limited to those mentioned below, and DGT shall modify the SLA's at the time of contract signing or during the period of the service of contract.</p> <p>The DGT may also impose a larger penalty if the SP fails to comply with one of more SLA's that affects large number of candidates or causes major delays.</p> | <p>May be read as</p> <p>"The SLA shall also be part of the contract to be signed between DGT and SP. However, the SLA's mentioned in the actual contract shall not be limited to those mentioned below, and DGT shall modify the SLA's (within the context of RFP) at the time of contract signing or during the period of the service of contract.</p> <p>The DGT may also impose a penalty of 10% if the SP fails to comply with one of more SLA's that affects large number of candidates or causes major delays."</p> |
| General Discussions | | |
| 1 | The guidelines of MHA and MoHFW has to be followed during Covid19. | |

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| No. | Criteria | Supporting Document | Clarification |
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| 2.1 | ISO Certifications | | |
| | ISO 20001 | Copy of certificate clearly indicating validity | ISO 20001 may be read as "ISO 20000-1" |
| 2.2 2.3 | ISO 9001/ CMMI Level 3 Service ISO 9001/CMMI Level 3 Development | Copy of certificate clearly indicating validity | Word "ISO 9001" is deleted "Copy of certificate clearly indicating validity" may be read as " Copy of certificate clearly indicating validity and The CMMI certificate should be in the name of the organization submitting the bid." |
| 5.1 | Bidder should have signed contract/MOU with exam center across India. Copies of the same to be submitted with BID. (In-case of own centers proof of engaging the same for an exam should be submitted) | Copies of MoU to be submitted with BID | "Copies of MoU to be submitted with BID " may be read as "A Self-declaration may be submitted along with the BID documents .However, the bidder may submit the soft copy of MOUs to DGT immediately after submission of BID." |

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| Sr. No. | Page no | Content of RFP Requiring Clarification | Clarification required | Remarks/Suggestions | Response |
|---------|---------|---|---|---|---|
| 1 | 13 | 3.1 Technical Scoring Criteria- Point 2.1 – ISO Certifications, | We assume that ISO 20001 refers to ISO 20000-1: 2011 – pl confirm | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 2 | 13 | 3.1 Technical Scoring Criteria- Point 1.2 – Overall Staff strength | We request the highest slab be increased to >1000 Employees. Also in addition to HR head declaration – request that the EPF certificate should also be submitted to validate the genuineness of the declaration | The clause in the RFP remains unchanged. | The clause in the RFP remains unchanged |
| 3 | 13 | 2.2 & 2.3 – CMMI Certification for development and service | The CMMI certificate should be in the name of the organization submitting the bid | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 4 | 13 | In Point no 2.2 and 2.3 ISO 9001/ CMMI Level 3 Service and ISO 9001/ CMMI Level 3 Development | ISO 9001 is not equivalent to CMMI level and PCMMI is to be added to check the intellectual strength of the employees of the organisation | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 5 | 14 | 4.3 The bidder should have delivered at least One (1) Computer Based Exam/ Assessment for single client(Including Online Application, Admit Card generation, Content creation, Conduct of exam, venue/exam centre booking, Result and Merit list declaration) having more than 50,000 candidates in a single exam cycle having more than 50 unique question papers (unique paper may be understood different subjects) in at least 80 location span India basis at multiple centers | Given that the DGT Scope does NOT include Registration Portal/ Online Application we request that Online Application be removed from this criteria as long as the Client certificates confirms the number of locations , unique papers as per DGT's requirement | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 6 | 14 | 3.1 Technical Scoring Criteria, Scoring table | Reduce or increase the slab for financial turnover | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 7 | 15 | 5.1 MOUs with Test Centers | Given the number of MOUs is large – it will not be possible to submit all MOUs with the submission – instead we request that Bidders be allowed to give a Declaration | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |

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| | | | that they have the MOUs with the Test centers and the Winning Bidder will submit the MOU copies once awarded the contract | | |
| 8 | 15 | 6.1 Technical Scoring Criteria, Scoring table, | The marks for Approach and Methodology will be given by the Committee based on the Presentation & Demonstration made by the bidder - 10 | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 9 | 17 | 3.4 Contract Signing • After opening commercial bid, Letter of Intent (LOI) will be issued to the selected bidder (SP) at the earliest • In case the bidder does not acknowledge the receipt of LOI within 7 days, DGT will have all rights to select another bidder who has second lowest commercial bid • After receipt of LOI, the selected bidder has to provide Performance Bank Guarantee within 10 working days • Within a week from receiving of Performance Bank Guarantee, contract agreement will be signed between DGT and selected bidder | 3.4 Contract Signing • After opening commercial bid, Letter of Intent (LOI) will be issued to the selected bidder (SP) at the earliest • In case the bidder does not acknowledge the receipt of LOI within 7 days, DGT will have all rights to select another bidder who has second lowest commercial bid • After receipt of LOI, the selected bidder has to provide Performance Bank Guarantee within 10 working days • Within a week from receiving of Performance Bank Guarantee, <u>mutually agreed</u> contract agreement will be signed between DGT and selected bidder | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 10 | 20 | Point 4.1 Pre examination /Preparatory Phase | 1. As the Registration portal belongs to DGT – please define the Vendor's scope of work in detail with respect to Candidate Data management? 2. Please share the percentage of PWD candidates. 3. We Assume that the PWD candidate can bring his/her own scribe for exam? Please confirm | 1 Explained that payment gateway integration has to be done by the bidder and candidate data is provided by the DGT .Trainees has to select their exam paper only and make payment online. 2 PWD trainees have 3% reservation in ITI 3 Yes ,Scribe facilities as per GOI guidelines | The clause in the RFP remains unchanged |
| 11 | 21 | Point 4.1.2 bullet no 5 The required Hardware, Software, networking shall be installed by the Bidder on lease/rent basis | It's assumed that Networking means Internet connectivity from Test Centre to Central server and Dongles/Data Cards would suffice. Kindly confirm. | The understanding is correct | The clause in the RFP remains unchanged |
| 12 | 21 | Point 4.1.2 bullet no 3 User System | 1. NSEIT uses its own proprietary software (SPS) for conducting CBT, Please confirm whether it is accepted or not? 2. Please confirm Operating System - Linux is accepted or not? | No restriction on using any operating system for conduct of CBT | The clause in the RFP remains unchanged |

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| 13 | 21 | Point no 4.1.2 Bullet no 14 CCTV Live Streaming | <p>We assume instead of live streaming of CCTV, CCTV Camera with local recording and live monitoring console for each center observer at each venue will suffice. Please confirm.</p> <p>Please note CCTV Surveillance with live streaming facility requires High bandwidth and additional infrastructure (which is not available in many locations) Enabling this would have a high cost impact which would have to be borne by the client.</p> <p>We request you to please relax the live streaming requirement due to Logistical issues</p> | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 14 | 21 | Point no 4.1.2 last bullet point on page 21 All the CCTV must be geotagged. | Kindly confirm if this requirement is mandatory or a deviation can be provided on this? | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 15 | 22 | Point no 4.1.3 Bullet no 7 Payment Gateway Linking: | <p>It's understood that the Candidate Registration portal is maintained by DGT wherein the candidate registers herself/himself for exam. Kindly confirm whether the payment will be made after this registration?</p> <p>If yes, the Payment gateway integration is assumed to be under the scope of Bidder. This would require the code of Candidate Registration Portal to be shared. Hope this will be made available. Kindly confirm.</p> | Explained that payment gateway integration has to be done by the bidder and candidate data is provided by the DGT .Trainees has to select there exam paper only and make payment online | The clause in the RFP remains unchanged |
| 16 | 22 | Point no 4.1.5 Exam Paper and Mock Test | Please confirm the duration of mock link for conducting mock exam. | Mock Test shall be available to trainees throughout the year. | The clause in the RFP remains unchanged |
| 17 | 23 | Point no 4.1.5 bullet no 4 Mock test software should be of assistive nature | If the mock test is made assistive, the candidate would expect the real exam too on the same lines. Requesting DGT to kindly reconsider this requirement. | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 18 | 23 | Point no 4.1.5 bullet no 6 (refer Annexure II for list of languages in which the question paper would need to be | Requesting DGT to kindly confirm whether the mock content will be provided by them or should be prepared by bidder? | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified |

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| | | translated and hosted by SP) | Also kindly confirm whether the translation of Mock content (in regional languages) is in the scope of Bidder? | | clause |
| 19 | 22 | Point no 4.1.5 bullet no 3 The SP shall also provide 'Software Application' to enable conducting of offline Mock Test, this application should be transferrable using USB devices, and be installed and run on computers without internet. | If the mock test is available via a Software application, the candidate might not get the actual look and feel of Real Exam. It's suggested that the candidate may access the mock link through the web browser over the internet. Hope this suffice the requirement. Kindly confirm. | The clause in the RFP remains unchanged. | The clause in the RFP remains unchanged |
| 20 | 23 | Point no 4.2.1 Support Staff - 01 for every 50 candidates | Standard ratio for Online CBT is as mentioned below Support Staff - 1 per 100 candidates We assume above ratio will suffice the requirement. More manpower will add to cost impact. Kindly consider above ratio for manpower. | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 21 | 25 | Point no 4.2.2 viii Switching between Languages: | It's assumed that the base language will be English and the candidate will be require to toggle between English and his choice of language. Kindly confirm | The understanding is correct | The clause in the RFP remains unchanged |
| 22 | 26 | Point no 4.3 bullet no 2 The selected bidder's software must have provision for elimination of any incorrect/ out of syllabus questions while evaluation. DGT shall provide/ facilitate for listing such questions post examination. | Requesting DGT to kindly confirm whether the candidates will have access to Challenge Portal, post exams? This portal enables the candidates to login, view their Exam Paper and raise objections on any question. If yes, will the candidates be required to make any payment for raising objections? As this would also require Payment Gateway integration. | At present no payment for raising any grievance to DGT. | The clause in the RFP remains unchanged |
| 23 | 26 | Point 4.3 bullet no 5 The selected bidder shall provide Post Examination Analytics Report in the following manner | Requesting DGT to kindly share the formats for better understanding of reports. | The formats will be provided to the bidder . | The clause in the RFP remains unchanged |
| 24 | 25 | Point 4.3 bullet no 11 Psychometric Analysis of Question Papers | We request further clarity on this requirement | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified |

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| 25 | 26 | Point no 4.3 bold Test Data Archiving: | Please provide the duration required for "Test Data Archiving" | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 26 | 27 | Payment Schedule | <p>Request Milestone wise Payment 30% after release of admit card generation 50% after completion of exam remaining 20% after submission of score and relevant data</p> <p>All amounts payable to Bidder are exclusive of any Taxes. DGT shall be entitled to deduct from applicable payments to Bidder, any tax on Bidder's income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide Bidder with evidence or certificate of payment of such tax to the taxing authorities. Bidder shall submit invoices to DGT in accordance with the payment schedule. DGT shall remit payment to Bidder within thirty (30) days from the date of invoice. Bidder shall invoice and DGT shall make payment, in advance, in accordance with the billing period. If any invoice remains unpaid after the aforesaid period, Bidder shall be entitled to recover the unpaid invoices with interest @ 1.5% per month calculated from the payment due date until the recovery is made in full with interest and/or suspend the Services.</p> | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 27 | 27 | <p>Clause 6</p> <p>The SLA shall also be part of the contract to be signed between DGT and SP. However, the SLA's mentioned in the actual contract shall not be limited to those mentioned below, and DGT shall modify the SLA's at the time of contract signing or during the period of the service of contract.</p> | In case of modification of SLA at future stage, request DGT to have the mutual discussion with the successful bidder before such modification of SLA. | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |

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| 28 | 28 | <p>Clause 6 Service Level Agreement The DGT may also impose a larger penalty if the SP fails to comply with one of more SLA's that affects large number of candidates or causes major delays.</p> | <p>The Penalties imposed are too steep - we request DGT to please reconsider the quantum of penalties imposed</p> <p>Request DGT to consider that- The total cumulative penalties shall be restricted to 5% of the total invoice value.</p> <p>The Bidder shall be given rights of representation before imposing such penalty</p> | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 29 | 28 | <p>Point no 5 If exam could not be conducted at an Exam. Center/ Venue due to lack of services provided by the Service Provider, the SP should conduct re-exam at its own cost as per directions of DGT</p> | <p>If exam could not be conducted at an Exam. Center/ Venue due to lack of services provided Service provider's deficiency in services for reasons solely and entirely attributable to the service provider that has been proved and mutually agreed by the Service Provider and DGT, the SP should conduct re-exam at its own cost as per directions of DGT. "Deficiency in Services" means failure to conduct and complete the assessment on the scheduled date due to any technical issues (network issues, server issues, power issues).</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 30 | 29 | <p>Point 8 • A penalty up to 300% of the value of shift will be imposed • The re-examination shall be conducted free of cost by the Service Provider as per directions of DGT • Service Provider may also blacklisted for the same by DGT</p> | <p>A penalty up to 3005% of the value of shift will be imposed • The re-examination shall be conducted free of cost by the Service Provider. as per directions of DGT • Service Provider may also blacklisted for the same by DGT</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 31 | 29 | <p>Point No 11 Error in evaluation i.e. If error is found in scores as per defined standard during result processing activities Penalty upto a maximum of 10% of work order for that examination shall be imposed</p> | <p>Point No 11 - Penalty up to a maximum of 10% of work order for that examination shall be imposed</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 32 | 30 | Point 15 | Penalties imposed are too steep, request | The clause in the RFP remains | The clause in the |

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| | | <p>the service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal.</p> <p>• In addition to this, penalty equivalent to 5 (five) times of total amount admissible in respect of that center/venue will be deducted from the payments due to the Service Provider</p> | <p>DGT to consider the quantum of penalties.</p> <p>Request DGT to consider that- The total cumulative penalties shall be restricted to 5% of the total invoice value.</p> <p>• The service provider has to bear the cost of the conduct of the examination as quoted in the commercial proposal.</p> <p>In addition to this, penalty equivalent to 5 (five) times of total amount admissible in respect of that center/venue will be deducted from the payments due to the Service Provider.</p> | unchanged | RFP remains unchanged |
| 33 | 31 | <p>Point 20</p> <p>DGT may without prejudice to any other right or remedy available to DGT as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty.</p> | <p>Request DGT to cap the penalties/liquidated damages at 5% of the invoice value.</p> <p>The Bidder shall be given rights of representation before imposing such penalty</p> <p>DGT may without prejudice to any other right or remedy available to DGT as under the Contract recover from the Bidder, as ascertained and agreed liquidated damages and not by way of penalty</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 34 | 31 | <p>Point 21</p> <p>The service provider shall indemnify DGT to the extent of any loss suffered by DGT 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 DGT to the service provider (under the terms of the contract),</p> | <p>Request DGT to cap the total liability of the Service Provider at 5% of the invoice value.</p> <p>The Bidder shall be given rights of representation before imposing such penalty</p> <p>The service provider shall indemnify DGT to the extent of any loss suffered by DGT 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</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | | <p>contract shall be limited to total amount payable by DGT 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 willful misconduct or negligence.</p> <p>The cumulative penalty values should not be more than 5% of the exam value.</p> | | |
| 35 | 31 | <p>Point No 19</p> <p>DGT shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order value of the delayed Service(s) or unperformed Service(s).</p> | <p>DGT shall, without prejudice to its other rights and remedies under and in accordance with the Contract/Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.15% per week or part thereof of Contract Price subject to maximum deduction of 20% of the order-exam value of the delayed Service(s) or unperformed Service(s). This should be imposed only if the reasons of failure or delay are solely attributable to the Service Provider.</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 36 | 33 | <p>Point 7.1 bullet point 4</p> <p>At any stage if the documents submitted by bidder are found to false or incorrect bidder will be disqualified and would be liable for blacklisting and EMD may also be forfeited.</p> | <p>At any stage if the documents submitted by bidder are found to false or incorrect bidder will be disqualified and would be liable for blacklisting and EMD may also be forfeited.</p> <p>2 Failing to complete verification and capture attendance of candidates in a satisfactory manner as per agreed terms shall be penalized.</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 37 | 32 | <p>Important instructions Point no. 10,</p> <p>At any time before the submission of bids, DGT may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them. Bidders</p> | <p>At any time before the submission of bids, DGT may amend the tender by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all bidders and will be binding on them mutually discussed</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | shall acknowledge receipt of all amendments. | and agreed. Bidders shall acknowledge receipt of all amendments. | | |
| 38 | 33 | <p>Clause 7.1</p> <ul style="list-style-type: none"> • This RFP and Contract Awarded based on execution of this RFP is not an offer and is issued with no commercial obligation on the part of the DGT. DGT reserves the right to withdraw the RFP and/ or cancel the Contract awarded under this RFP due to change in Government Policy. • All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi only, and shall be governed by the law of Government of India. DGT reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document and proposal submitted bidder, if any, the interpretation and decision of DGT shall be final and binding on all the bidders. The contract will be for a period of three years and may be extended for a maximum of 2 years subject to satisfactory performance, as decided by the competent authorities. | <ul style="list-style-type: none"> • This RFP and Contract Awarded based on execution of this RFP is not an offer and is issued with no commercial obligation on the part of the DGT. DGT reserves the right to withdraw the RFP and/ or cancel the Contract awarded under this RFP due to change in Government Policy. • All disputes arising with respect to the bid document shall be subject to the jurisdiction of appropriate court of Delhi only, and shall be governed by the law of Government of India. DGT reserves right to award the work/cancel the award without assigning any reason. In case of differences with regard to the bid document and proposal submitted bidder, if any, the interpretation and decision of DGT shall be final and binding on all the bidders. The contract will be for a period of three years and may be extended for a maximum of 2 years subject to satisfactory performance, as decided by the competent authorities on mutually agreed terms and conditions. | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 39 | 33 | Point 7.3 Power of Attorney (POA) | As our Organization is working from home and our legal dept cannot process any document on Stamp paper we request that you accept POA / Letter of Authorization on letter head instead of stamp paper - we can submit this on Stamp paper at a later stage | Please refer to the corrigendum for the modified | Please refer to the corrigendum for the modified |
| 40 | 35 | Point 7.13 EMD - 20,00,000/- as a Demand Draft | Since the EMD amount is a large amount we request that in addition to DD - Bank Guarantee should also be accepted as per | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified |

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| | | | standard Govt Policy | | clause |
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| 41 | 36 | B. In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the contract in accordance with terms and conditions as detailed under this RFP | In case of a bidder being successful in the commercial bidding process, if the bidder fails to sign the <u>mutually agreed</u> contract in accordance with terms and conditions as detailed under this RFP | No Change in the Clause | The clause in the RFP remains unchanged |
| 42 | 37 | 7.18 Conditions under which this RFP is issued • This RFP is not an offer and is issued with no commercial obligation on the part of the DGT. DGT reserves the right to withdraw the RFP and change any part thereof at any stage. DGT also reserves the right to disqualify any bidder, should it be felt necessary at any stage. • If claims /documents submitted by the bidder are found false at any stage of process(i.e. during bidding, award of work and execution) or the firm after submission of bid and due acceptance of the same i.e. after the placement of order or before fails to abide by the terms and conditions of the tender document, and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the DGT will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and consequence of the firm. The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm along with other incidental charges including custom duties, taxes, freight and insurance etc. In case DGT is forced to get the work done through alternative sources and if the cost is lower, no benefit on this account would be passed on to the firm. • Timing and sequence of events resulting from this RFP shall be determined by the DGT. • Neither the bidder nor any of the authorized | Conditions under which this RFP is issued • This RFP is not an offer and is issued with no commercial obligation on the part of the DGT. DGT reserves the right to withdraw the RFP and change any part thereof at any stage. DGT also reserves the right to disqualify any bidder, should it be felt necessary at any stage. • If claims /documents submitted by the bidder are found false at any stage of process(i.e. during bidding, award of work and execution) or the firm after submission of bid and due acceptance of the same i.e. after the placement of order or before fails to abide by the terms and conditions of the tender document, and/or execute the work as per prescribed schedule given or at any time repudiates the contract, the DGT will have the right to forfeit the EMD, invoke the performance security, deposited by the firm and get the work done from other firm at the risk and consequence of the firm. The cost difference between the alternative arrangement and firms' bid value will be recovered from the firm along with other incidental charges including custom duties, taxes, freight and insurance etc. In case DGT is forced to get the work done through alternative sources and if the cost is lower, no benefit on this | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | <p>representatives of the bidder, shall have any claim whatsoever against DGT or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final contract).</p> <ul style="list-style-type: none"> • Till the finalization of the contract and during the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of DGT. The bidder shall also not engage any official or employee of DGT, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of DGT | <p>account would be passed on to the firm:</p> <ul style="list-style-type: none"> • Timing and sequence of events resulting from this RFP shall be determined by the DGT. • Neither the bidder nor any of the authorized representatives of the bidder, shall have any claim whatsoever against DGT or any of its officials or employees, arising out of or relating to this RFP or procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms and conditions of the final <u>mutually agreed</u> contract). • Till the finalization of the contract and during the period of the contract, the bidders shall not directly or indirectly try to solicit any official or employee of DGT. The bidder shall also not <u>solicit to</u> engage any official or employee of DGT, who was involved in the process of evaluation of the bid, as his employee without the prior written approval of DGT <u>for the period of the contract.</u> <p><u>This will not apply where the candidate applies through third party advertisements.</u></p> | | |
| 43 | 37 | <p>7.21 Non-Conforming Proposals • A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or nonacknowledgment of receipt of any amendments would be considered as factors leading to a proposal being categorized as non-conforming. • If a proposal appears to be a combination of promotional material which does not follow</p> | <p>7.21 Non-Conforming Proposals</p> <ul style="list-style-type: none"> • A proposal may be construed as a non-conforming proposal and would be considered as ineligible if it does not comply with the requirements of this RFP. Failure to comply with the technical requirements or non-acknowledgment of receipt of any amendments would be considered as factors leading to a proposal being categorized as | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by DGT. | non-conforming. • If a proposal appears to be a combination of promotional material which does not follow the prescribed format of this RFP or does not appear to address the particular requirements of the proposed contract, the given bid shall also be considered for disqualification by DGT. | | |
| 44 | 39 | Point 7.30 Duration of Project | <p>Given the contract period is for 3+ 5 years – given the hike in inflation every year – we request to please consider increasing the rate after 1-2 years as it will be difficult to keep the same rate fixed for such a long period while maintaining the same standard in high quality</p> <p>Duration of Project The duration of the project is for a period of 3 academic years from the date of signing of the contract, with option to extend the contract for a maximum period of 5 years under same mutually agreed terms and conditions.</p> | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 45 | 39 | 7.31 Termination Clause DGT reserves right to terminate the agreement/contract/process at any point of time if the agency does not execute the SLA as per the requirement of DGT | <p>Request DGT to consider that the SERVICE Provider shall be given rights of representation before such termination of the contract.</p> <p>Termination Clause DGT reserves right to terminate the agreement/contract/process at any point of time if the agency does not execute the SLA as per the requirement of DGT <u>Bidder may terminate this Agreement for cause, if DGT materially breaches this Agreement, provided Bidder gives DGT notice of such breach and it remains uncured after 30 days following notice.</u></p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | | If any amount due and payable by DGT under the Agreement is more than 30 days overdue; and there is no dispute between DGT and Bidder in relation to that amount, Bidder may issue to DGT a notice that payment is overdue. If DGT fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to DGT terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made. All cost incurred and the amount due to the Bidder shall be paid immediately at the time of termination of the contract. | | |
| 46 | 39 | 7.32 Force Majeure | The parties agreed that the present Covid 19 is a force majeure situation. | Will be considered on case to case basis. | The clause in the RFP remains unchanged |
| 47 | 41 | Point 9.3 sub point 2 Non Black listing Declaration | As our Organization is working from home and our legal dept cannot process any document on Stamp paper or get it Notarized we request that you accept Declaration on letter head instead of stamp paper – we can submit this on Stamp paper and Notarized at a later stage | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 48 | 43 | 10.1 integrity pact duly signed by authorised signatory on company letterhead and notarised | As our Organization is working from home and our legal dept cannot process any document on Stamp paper we request that you accept this on letter head instead of stamp paper – we can submit this on Stamp paper at a later stage | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 49 | 43 | 10 Dispute Resolution: All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The Director General (Training) of the MSDE shall be the official by whose designation the DGT may sue or be sued. In the event of any dispute arising between the parties, the same shall be referred to Director General (Training) of MSDE, whose decision shall be final and binding on the parties. | All disputes pertaining to the tender shall fall within the jurisdiction of Delhi only. The Director General (Training) of the MSDE shall be the official by whose designation the DGT may sue or be sued. In the event of any dispute arising between the parties, the same shall be referred to Director General | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | | (Training) of MSDE, arbitration as per clause below, whose decision shall be final and binding on the parties. | | |
| 50 | 43 | 10.1 Integrity Pact (On a Non Judicial Stamp Paper of Rs.100/-): The vendors/ bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time. Only those bidders/ vendors who commit themselves to such a pact with DGT would be considered competent to participate in the bidding process. | Integrity Pact (On a Non Judicial Stamp Paper of Rs.100/-): The vendors/ bidders are required to enter into "Integrity Pact" as notified by the CVC vide Circular No.02/01/2017 (file No.015/VGL/091 dated 13.1.2017) and amended from time to time by mutual agreement of the parties. Only those bidders/ vendors who commit themselves to such a pact with DGT would be considered competent to participate in the bidding process. | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 51 | 43 | 10.2 Arbitration Clause : (a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Director General(T),MSDE, for adjudication. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. (b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. (c) The venue of the arbitration proceeding shall be the office of DG(T) ,MSDE or such other places as the | 10.2 Arbitration Clause : (a) In case of any dispute arising between the Parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. In any case, the either party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation, in the manner as prescribed, the same may be resolved exclusively by arbitration. In such case, the matter will be referred to the sole arbitrator appointed by Director General(T),MSDE, for adjudication the parties mutually. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996. (b) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | <p>arbitrator may decide. (d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi."</p> | <p>and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause. (c) The venue of the arbitration proceeding shall be the office of DG(T) ,MSDE or such other places as the arbitrator may decide. (d) The contract shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi."</p> <ul style="list-style-type: none"> Request DGT to include, ' The Sole Arbitrator shall be mutually appointed by DGT and the Bidder and the proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act 1996. | | |
| 52 | 46 | <p>Form B SELF-DECLARATION NON-BLACKLISTING To, Director (TTC), Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange Building, Pusa, New Delhi – 110 012 Sir, In response to the "REQUEST FOR PROPOSAL (RFP) Selection of Service Provider to conduct of End-to-End Computer Based Test under various schemes (CTS, ATS, CITS etc) of Directorate General of Training MSDE ", I/We hereby declare that presently our Company/Serviceprovider is having unblemished record related to examination business in India is neither blacklisted nor debarred by any PSU or Any Regulatory Body or Government of India or State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices. If this declaration is found to</p> | <p>Form B SELF-DECLARATION NON-BLACKLISTING T o , Director (TTC), Directorate General of Training, Ministry of Skill Development & Entrepreneurship, 1st Floor, Employment Exchange Building, Pusa, New Delhi – 110 012 Sir, In response to the "REQUEST FOR PROPOSAL (RFP) Selection of Service Provider to conduct of End-to-End Computer Based Test under various schemes (CTS, ATS, CITS etc) of Directorate General of Training MSDE ", I/We hereby declare that presently our Company/Serviceprovider is having</p> | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |

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| | | be incorrect then without prejudice to any other action that may be taken, our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled. | unblemished record related to examination business in India and to the best of its knowledge and belief and based on the documents available it is neither blacklisted nor debarred by any PSU or Any Regulatory Body or Government of India or State Government or any of its agencies for any reasons whatsoever for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our EMD may be forfeited in full and the tender if any, to the extent accepted may be cancelled. | | |
| 53 | 49 | 9.4 Set 3 Commercial bid format | Examination charges per student per exam paper can be understood as Examination charges per scheduled student per exam paper | Please refer to the corrigendum for the modified clause | Please refer to the corrigendum for the modified clause |
| 54 | 49 | Dear Sir, We hereby offer the below quote for conduct of End-to-End Computer Based Test under various schemes(CTS, ATS, CITS etc) of Directorate General of Training MSDE(As per terms and conditions as described in this RFP). Taxes/GST as per Government of India rules will be paid extra. | Dear Sir, We hereby offer the below quote for conduct of End-to-End Computer Based Test under various schemes(CTS, ATS, CITS etc) of Directorate General of Training MSDE(As per terms and conditions as described in this RFP and our bid proposal). Taxes/GST as per Government of India rules will be paid extra. | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 55 | 30 | point no 18, the liability of the service provider shall be limited to twice of total payable by DGT to the service provider for that particular test center where the deficiency has been verified and confirmed by DGT | The liability of the service provider shall be limited to twice of the total payable by DGT to the service provider for that particular test center where the deficiency has been verified and confirmed by DGT. | The clause in the RFP remains unchanged | The clause in the RFP remains unchanged |
| 56 | | Candidate Verification | We assume there is no requirement for Online registration portal, Photo capture, Biometric, help desk etc. If required there will be impact in cost estimated. Please confirm | The understanding is correct. | The clause in the RFP remains unchanged |
| 57 | | As per current COVID 19 Situation we | 1. Minimum distance between candidates | Please refer to the corrigendum | Please refer to |

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| | | recommend | 2. Avoid Hand Frisking - preferably no metal detector as well 3. Gloves for candidates and hand sanitizers 4. No use of hard copies in centres for any purpose. Can candidates get own paper and pen/pencil for usage during the test which should be destroyed on way out 5. Thermal scanning 6. Mandatory AarogyaSetu app check | for the modified clause | the corrigendum for the modified clause |
| 58 | | SLA Point 14 Timely completion of other closure related activities/ post examination activities in a time bound manner | Clarification on "other closure". | "Other closure" related activity includes Results and Reports only. | The clause in the RFP remains unchanged |