

Sr. No.	Page No.	Content of Tender Doc. for Clarification	Points for Clarifications	CEL Reply
1		Tender Submission	Can we submit the tender document through courier to CEL facility please clarify	Yes, you can submit the tender document through courier as well so as to reach on or before 11.04.2022(15:00 Hrs). Please refer clause no. 4(j) of tender document
2	15	16. Scoring Model, point C Availability and capacity of infrastructure required to conduct examination such as examination centers, cities, proctoring, monitoring, supervision application deployment/hosting recording on the Cloud	Do We have to include this document in the Technical Bid (as a part of Hard Copy submitted) or in Demonstration & presentation later. Please Clarify	You need to enclose the technical document in hard copy at the time of submission of Bids (along with technical bid), It is not part of Presentation & Demonstartion.
3		Point of our submission – All vendors who do CBT (centre based Test-many times users use C for computer based Test – which is AI proctored taken from anywhere) generally are extremely weak in Computer based module/ product as Investments and Processes followed in both the cases are starkly different.	<u>Our Request-</u> If your selection committee could allow to participate separately, would be glad	No Change in Tender Document

4	14	Point No.16.3 of RFP The Firm should have a genuine ISO 9001:2015, 27001:2013 CMMi Level 3 or above certificate and STQC security certifications by the Government agency.	We M/s Ginger Webs Private Limited have ISO9001:2015, 27001:2013,27701:2013,ISO/IEC 20000-1:2011,VAPT and cert-IN Certificate for the same, Request you to kindly accept the equivalent certificate against STQC certificate.	Tender conditions prevails
5		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	To encourage prospective bidder, Bid submission date is extended to 11.04.2022 (15:00 Hrs). Please refer corrigendum-II on CEL & IRCS websites.
6		Tender fees	Please confirm there is no Tender fees?	There is no tender fees, please refer tender notice dated 09.03.2022.
7		Payment schedule	We request you to please consider stage wise payment schedule so that vendor is paid as per the stages completed and cost already borne 25% on Issue of Admit Card 50% on Completion of CBT 25% on results processing	Tender conditions prevails

8		Payment terms	<p>We assume CEL 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 CEL does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EOD by CEL. A notice of EOD 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 EOD) and in the event the EOD is not cured within the cure period given, the service provider has a right to terminate the contract without any further notice.</p>	Tender conditions prevails
9	5	Tender Submission	Please confirm if Online/Email tender submission is possible	Online/Email tender submission is not allowed. Please refer clause 4(j), 4(k), 4(i) & tender notice.
10	10	Contract period	Please confirm if the contract to be signed would be 15 months or 36 months ?	Contract period shall be initially for 36 months from the date of rolling out the project in Pan India locations/Cities of IRCS, which shall be extended based on satisfactory performance & mutually agreed terms. Rolling out period is 15 months.

11	30	The successful bidder is required to submit a PBG in the form of BG/DD/FDR for amount of Rs 30 lakhs for a validity of one year (rolling out Period) & Rs 20 lakhs for validity of Operation & Maintenance period	The standard PBG of any Govt organization is usually 3-5% of the Contract value – hence we request you to please reduce the amount of the PBG and request to reconsider submission of a Single PBG for 1 year which can be extended later as per the contract period /terms	Tender conditions prevails
12	47	Form IV	We request that this form be signed by HR Head / Authorized signatory	Tender conditions prevails
13	67	Annexure IV	<p>We request to please change the followed as per our Point 13 below :</p> <p>hereby give undertaking that our firm have not been blacklisted in the past or defaulted or otherwise debarred ever in the past (suspended on a holiday period for failure to comply with terms & conditions, EMD or Security Deposit for forfeited or adjusted again any damages or compensation payable) by any Government of India/State entities/PSUs/PSBs/Autonomous body/University under Central/State departments or any other Government body in India</p>	Tender conditions prevails

14	10	In case of any accident/damage to tangible/intangible properties of the end user/IRCS/CEL by the vendor, full responsibility will be attributed to the vendor.	Request to modify the clause as : In case of any wilful damage to tangible/ intangible properties of the end user/ IRCS/ CEL by the vendor, full responsibility will be attributed to the vendor only where the damage is solely attributable to the vendor.	Tender conditions prevails
15	10	If the vendor fails to complete the work complete the work within the specified time, liquidated damages will be imposed equivalent to 0.5% of contract value per week, maximum up to 10% of the contract value. However, CEL may extend the delivery period looking into the merit of the case.	Request to cap the overall Liquidated Damages to 5% of the invoice value of the examination giving rise to such damages. NSEIT shall be given a fifteen (15) days' remedy period to remedy the act giving rise to the Liquidated damages. Such damages shall be imposed only after NSEIT fails to remedy the breach.	Tender conditions prevails

16	12	<p>The firm should not have been blacklisted in the past or otherwise debarred ever in the past (suspended on a holiday period, contract terminated prematurely for failure to comply with Terms and Conditions, EMD or Security Deposit Forfeited or adjusted against any damages or compensation payable) by any Government of India/State entities /PSUs/PSBs/Autonomous body/University under Central /State Departments or any other Government Body in India. There should be no legal case pending against bidder with any client.</p>	<p>Any matter sub-Judice in any Court where bidder/service provider has contested a notice of termination or debarment is legally not considered as terminated/debarred. Therefore request to modify the clause to : The firm should not have been blacklisted in the past or completely debarred as per an order of the Court</p>	Tender conditions prevails
17	29	<p>The customized Software/Applications Shall have IP rights reserved with CEL or IRCS. The Bidder shall certify that there is no infringement of any patent or intellectual proprietary rights caused by the supply of IT Infrastructure and Software and the documents, which are subject matter of this project.</p>	<p>To be revised to state: CEL shall have a license commensurate with the needs of this RFP for the customized software</p>	Tender conditions prevails

18	35	penalty @10% of quoted price (per candidate rate) in price bid form -IX in each category shall be imposed. If the delay adversely affects conduct of examination for various categories of IRCS the performance security will be forfeited and other legal action would be initiated as per terms and conditions of contract.	Request to limit total cumulative liabilities including penalty to 5% of the invoice value of the examination giving rise to such penalty / liability. Any objections/notifications of breach shall be raised within 30 days from the date of the relevant examination Penalty shall be sought only on the objections raised within the stipulated time period.	Tender conditions prevails
19		The CEL may rescind this part of the contract and shall be free to get it done from any other agency at the risk and cost of the Bidder or every re-examination to be conducted at any Centre/venue due to any reason attributable to the bidder, an amount up to total admissible in respect of that center/venue will be deducted from the payments due to the agency. The cost of re-examination at each center will be borne by the agency.	Rescission only for willful breach or default by NSEIT, CEL shall provide NSEIT an opportunity of being heard and a 30 days' cure period to remedy to the alleged cause. The contract shall be rescinded only if NSEIT does not remedy the cause of such rescission of the Contract.	Tender conditions prevails
20		If performance is not found satisfactory then one-month notice shall be given to the Vendor, if the performance still not improved or satisfactory then CEL on behalf of IRCS reserves the right to terminate the whole contract & suitable penalty shall be imposed on the vendor.	Penalty shall not be in addition to termination. Also, the amount due to NSEIT for the services provided shall be paid to NSEIT.	Tender conditions prevails

21	31	<p>Either Party may, without prejudice to any other course of action for breach of contract, by written notice of 60 days to the other party, terminate the agreement in whole or in part, if:</p> <p>.....</p> <p>The quality of the delivery of various tasks is not up to the satisfaction of the CEL/IRCS.</p>	<p>The quality of delivery of various tasks must be as per service levels determined by mutual decision of both parties.</p>	Tender conditions prevails
22		<p>In the event of the CEL terminating the contract in whole or in part, the CEL may procure, upon such terms and in such a manner as it deems appropriate, items or services similar to those undelivered, and the Bidder shall be liable to the CEL for any excess costs for such similar items or services. However, the Bidder shall continue with the performance of the contract to the extent not terminated.</p>	<p>In case of default by NSEIT, CEL to provide an opportunity of hearing and a cure period of 30 days to rectify the default.</p> <p>The contract shall be terminated for default only if NSEIT fails to remedy the default .</p> <p>NSEIT shall be liable for excess costs only if the contract is terminated for reasons solely attributable to NSEIT.</p>	Tender conditions prevails
23		<p>In case of termination of contract, all Bank Drafts/ FDRs furnished by the Bidder by way of Performance Security shall stand forfeited.</p> <p>In case of suspension/termination, the Bidder shall be liable to pay compensation for any direct loss or additional liability, if incurred due to completion of work by another agency</p>	<p>Bank drafts/ FDRs shall not be forfeited unless there is any material loss/ damage due to reasons solely attributable to NSEIT.</p> <p>Such forfeiture shall be done only if NSEIT does not remedy the defaults, if any, within a reasonable period..</p>	Tender conditions prevails

24	37		Request to add : NSEIT may terminate the contract, in whole or in part thereof, at any time for its convenience with reasonable notice. CEL shall pay the amount due for the services already provided by NSEIT in the event of such termination.	Tender conditions prevails
25	33		Request to add the term “Pandemic” and “Pandemic related contingencies”	Tender conditions prevails

26	34	<p>If disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations/discussions then the matter shall be referred to the sole arbitrator to be selected by the opposite party out of the list of 5 names suggested by the party invoking arbitration from of the list of panel arbitrators of SCOPE, Delhi. The cost of arbitration, if any shall be shared equally between the parties. The Arbitration proceedings shall be conducted by the Arbitral Tribunal in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The place of arbitration shall be Delhi and language of such arbitration proceedings shall be in English</p>	<p>Request to modify the highlighted portion as :</p> <p>List of any 5 names suggested by the party invoking arbitration.</p> <p>The place of Arbitration shall be Delhi or Mumbai.</p>	Tender conditions prevails
27	34	<p>.....shall be subject to the jurisdiction of courts at Delhi only. In such a case the CEL shall have right to withhold all money till the final decision of the dispute by the competent court.</p>	<p>The Courts of the Jurisdiction of Delhi and Mumbai shall have Jurisdiction.</p> <p>CEL shall pay off all undisputed amounts due to NSEIT pending the final decision of the dispute by the competent Court</p>	Tender conditions prevails

28	17	The software/application developed by the bidder should have facility to accommodate minor changes.	A.NSEIT exam application is dynamic, but would require what kind of changes are required because if the feature is not available in the software, then it would need development.	OK but please note that Application/Software developed by bidder should be scalable to accommodate minor changes during the course of time.
29	21	The examination centres list shall be finalized by the Bidder/Vendor in consultation with Red Cross branch of that area.	Do we have to select the regular venues for the examination or there is a separate requirement for the same. Please confirm that Exam centers would be provided by Client or Vendor?	Exam centres will be provided by bidder/Vendor only, there should be atleast one examination centre in the district/city where trainings are being conducted by IRCS. Exams centres/Venues of exams may increase or decrease as per requirement of IRCS.
30	21	The Bidder/Vendor shall deploy examiner for theory exams at the premises of Corporate/Industries/Factories & shall arrange video recordings of the practical exams at the premises of Corporate/Industries/Factories.	Need to check the system configuration of the Corporate/Industries/Factories for conducting the examination in their premises. If the configuration is not met then examination cannot be conducted at their premises.	Application developed by bidder should support cross platform, it should be platform independent. So, there is no question of compatibility. Please refer clause no. 20.2 of tender document.
31	22	The system should ensure that each question appears on the candidate screen for a minimum period of 30 secs.	Do we have to show each question for 30 secs even if the candidate has answered the question before that or can the candidate move to the other question. In our software the question does not change on the screen unless the candidate clicks on next button (available below the question).	This is not mandatory to show each questions for 30 Secs. Ok

32	22	Capturing GPS location of the Centres.	Kindly elaborate further on this requirement.	Centre locations will be captured in the application developed by bidder to authenticate centre conducting exams in pan India locations.
33	22	The system should ensure that each question appears on the candidate screen for a minimum period of 30 secs. This time can be customized as per IRCS requirements.	We assume instead of having question wise timer, overall question paper timer will also suffice the requirement, kindly confirm.	Question paper times will be sync with server, mini screen time is just to facilitate candidates comfort which can be changed during testing of application.
34	23	Online proctored examination at the examination centre using computers at centre, candidate's own mobile or providing tabs to the candidates.	A. We assume, online proctored examination would be the one which candidate will be appearing from their own device from their desired location. A. Online proctored (remote proctored) exam via mobile phone is not advisable as its highly prone to cheating and mal practices.	Online proctored exam shall be conducted only for students category not for professionals category. Ok
35	23	Online proctored examination at the examination centre using computers at centre, candidate's own mobile or providing tabs to the candidates	Can the candidate give online proctored exam from their home using their personal laptop or desktop or they have to report to the respective center.	Online proctored exam shall be conducted only for students category not for professionals category. Students can take online proctored exam from anywhere in public domain, They are not required to report to their respective centre
36	-	-	We have gone through the details of the tender and are very keen in participating in the online bid and would therefore like to know if the average turnover for 3 years can be reduced to 1 Cr?	Tender conditions prevails