

**CSIR-CENTRAL ROAD RESEARCH INSTITUTE
DELHI MATHURA ROAD
NEW DELHI -110025**

No. 01/2024-PC

Dated: 16.01.2025

NOTICE

Sub: Issue of Clarifications / Amendment to Tender ID: 2025_CSIR_222747_1 (Tender Reference No. 01/2024-PC) for “Hiring of Examination Conducting Agency (ECA) for doing the end to end examination work for the Recruitment of Junior Secretariat Assistant (General/Finance & Accounts/Stores & Purchase) and Junior Stenographer level Posts”-reg.

The above cited tender was published on 04.01.2025 on GeM-CPP Portal as well as CSIR-CRRI website. **Pre-Bid Meeting was held in OFFLINE mode on 10/01/2025 and then again in ONLINE mode on 14/01/2025. ANSWERS to QUERIES sent by participating firms or raised during the course of Pre-Bid Discussions have been CLARIFIED/ ANSWERED in this CORRIGENDUM. Based on such answers or clarifications, respective clauses, Scoring Models, Qualification Criteria etc. in the hosted Bid Document stands MODIFIED / AMENDED to that extent. There could be repetition of few clarifications / answers in view of same query having been raised by different participants. BIDDERS MUST REFER TO THIS CORRIGENDUM FOR CLARIFICATION BEFORE MAKING AND SUBMITTING THEIR BIDS.** Clarification/Amendments to all queries raised by prospective bidders in writing is annexed at **Annexure-A**. The Scoring Model & Qualification Criteria have also been revised and annexed at **Annexure-I** and **Annexure-II** respectively.

The Clarification/Amendment being issued in r/o Tender Reference No. **01/2024-PC** (Tender ID No. **2025_CSIR_222747_1**) will form part and parcel of the Original Tender document and as such both the documents should be read in conjunction with each other.

The Bid Submission date is extended to 30.01.2025 upto 12:00 Noon.

Sd/-
Senior Controller of Administration
CSIR-Central Road Research Institute
New Delhi – 110025

Encls: Annexure-A, Annexure-I, Annexure-II

ANNEXURE- A

CLARIFICATIONS/AMENDMENTS TO THE TENDER ID: 2025 CSIR 222747 1 (TENDER REFERENCE NO. 01/2024-PC)

Pre Bid Meeting was held in OFFLINE mode on 10/01/25 and then again in ONLINE mode on 14/01/2025. ANSWERS to QUERIES sent by participating firms or raised during the course of Pre-Bid Discussions have been CLARIFIED/ ANSWERED in this CORRIGENDUM. Based on such answers or clarifications, respective clauses or Scoring Model, Qualifying Criteria etc. in the hosted Bid Document stands MODIFIED / AMENDED to that extent. There could be repetition of few clarifications / answers in view of same query having been raised by different participants. BIDDERS MUST REFER TO THIS CORRIGENDUM FOR CLARIFICATION BEFORE MAKING AND SUBMITTING THEIR BIDS.

Sl. No.	Reference/Clause No. /Page No. of Tender Document	Query from the prospective Bidders	Reply of Queries
NSEIT LTD.			
01	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	The Bid Submission date has been extended to 30.01.2025 upto 12:00 Noon.
02	Credit period	The customer shall pay all undisputed invoices within 30 days (or the credit period as negotiated by the business team) from the date of invoice. In case the customer does not pay the undisputed amounts within 30 days (or the credit days agreed), the same shall be constituted as an EVENT OF DEFAULT by customer. A notice of EVENT OF DEFAULT will be issued with a cure period of 15 calendar days (this is to be included only if there is a cure period made available to us for our EVENT OF DEFAULT) and in the event the EVENT OF DEFAULT is not cured within the cure period given, the service provider has a right to terminate the contract without any further notice.	Undisputed payments are normally cleared within 30-45 days and sometimes even earlier after the receipt of clean invoices as per the contract. Standard government terms will apply and no need to add NO EVENT CLAUSE.
03	Submission , EMD and Tender fees	Please confirm that there is no Tender fees? Pl confirm that EMD can be submitted as a BG from a	BSD is allowed. Kindly refer to Section I (2.2) for tender fee.

		Scheduled bank ? We request to please allow bidders to submit a Bid Declaration form instead of the EMD amount	
04	Financial Bid	(i) We assume that the Per Registered Candidate rate quoted would be Per Scheduled candidate per session, per stage Admit card issued – pl confirm (ii) We assume that the Rate quoted will be without Covid Precautions - this would be chargeable extra if incurred (iii) We assume that GST would be quoted extra - any hike in the rate would be accordingly borne by the client	(i) Yes (rates for JSA & Jr. Steno are invited separately) (ii) As per Government directions, if any and will be paid extra on mutually agreed rates. (iii) Rates should be quoted without Taxes. Applicable taxes will be Extras @ actuals at the time of billing, Kindly refer relevant clause of RfP.
05	For CSIR Labs	This point is incomplete - pl provide the info	This may be ignored/treated as Deleted.
06	CSIR-CRRI reserves the right to conduct Sl. No. 1 of the Scope of Work through in-house facility in which case, a lump sum deduction of Rs.2, 00,000/- will be made from the total payment to be paid to the service provider	Please confirm the Exact candidate volume for this if candidates take the Exam at in house facility and the likelihood along with the Vendor Scope of work in such scenario	This clause is deleted and vendor is required to execute the end-to-end work of the contract as defined in the Scope of Work including design & development of application software.
07	Contract period (Page 12)	Pl confirm the contract period is only 6 months	Kindly refer to Point 4 of Section VI of the Tender Document
08	BOQ	As the vendors cannot check the BOQ format as the download date starts on 11th Jan 25 - pl share the format as we need to check that it exactly matches the format and candidate volumes given in the Financial Bid Format 1.2 Price Schedule/Financial Bid	The expected number of candidates are same in the BOQ as indicated in Format 1.2
09	MSME: L1 +15% (mentioned on the Tender Submission Portal)	Request to please remove this requirement from the portal as it is not fair to other technically better qualified vendors	As per Government policy. Hence, no change.
10	Blacklisted Clause (Page 169)	Request to please change this to: Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR-CRRI or its Ministry/ Department/ Directorates/ Central or State Government Department or bodies/ PSUs/ large Examination bodies/ Universities/ from participation in Tender Processes for the last 10 years	As per the guidelines on debarment of firms issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021.
11	Form3.4: Critical Equipment Deployment Plan (Page No.186)	As this is irrelevant to this project request to please remove this requirement	Please refer to first para of "IMPORTANT INFORMATION FOR

			THE BIDDER" in the beginning of the document.
12	Form3.5: Critical Materials Deployment Plan (Page No.187)	As this is a Service Project request to please remove this requirement	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.
13	Average Annual Construction Turnover (Page No. 195)	As this is irrelevant to this project request to please remove this requirement	The word 'construction' in Form 4.3.2 is deleted.
14	Form 4.3.3: Financial Resources - source of Financing (Page No. 196)	As this is irrelevant to this project as well as Confidential data which cannot be declared request to please remove this requirement - we hope CA certificate with Annual Reports will suffice	Agreed
15	Eligibility Criteria - Point 3 (Page 56)	To be fair to other Vendors request to please change this to: Number of Candidates appeared in a CBT in a single shift in Delhi NCR: Candidates >=9,000 less than 10,000 = 20 Candidates >=8,000 less than 9,000 = 15 Candidates >=5000 less than 8,000 = 05 Candidates < 5,000 = 04	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum.
16	Eligibility Criteria - Point 4 (Page 56-57)	To be fair to other vendors request to please change this to : The Bidder must host the application in a Tier III/IV Data Centre (including Disaster Recovery) which must be located in India, owned/hired by the Bidder or by a third party, and have latest ISO Certification (9001, 27001, 20000) Tier IV data Centre & DR =10 Tier III data Centre & hired DR = 5	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
17	Eligibility Criteria - point 6 (Page 57)	Request to please change this to: Maximum Venues (Labs / Computer centres; owned or hired) with facility more than 100 computers for any single Exam (in CBT Mode) in Delhi NCR only Attach Proof: Self Declaration of List of Venues (Labs/Computer Centres; owned or hired) with facility	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

		more than 100 computer- Successful bidder to provide the Proofs	
18	Eligibility Criteria - point 7 (Page 57)	To check Certificate Genuineness please change this to : Attach Proof: Pl submit Proof of result published on CMMI website at https://www.cmmiinstitute.com/pars/	Agreed
19	Eligibility Criteria -Point 8 (Page 57)	Request to please change this to : Successfully Conducted Proficiency Test in Computer Typing Please submit required proof	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
20	Eligibility Criteria - Point 9 (Page 58)	Request to please change this to : Successfully Conducted Proficiency Test in Stenography Please submit required proof	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
21	Schedule VI -1-1.1 (Page 125) Promptly reply to candidates' query, if any, will be given by the agency. For this, agency's help desk Email ID and phone numbers will be made public by CSIR-CRRI	Kindly confirm on below points: 1. Please confirm if the mode of communication will be in English and Hindi only. 2. The helpdesk will be setup in our HO at Mumbai and the helpdesk number will start with code 022. 3. The helpdesk timings will be from 9:00 am to 6:00 pm from Monday to Saturday excluding government holidays and Sundays.	1. Communication will be made in English and/or Hindi Only. 2.Agreed. 3. Agreed.
22	Schedule VI -1-6.iv (Page 127) Adequate space for handling candidates and for safe keeping of their belongings commensurate with the capacity of the centre	There will be a dedicated space at the venue to keep the belongings of the candidates however, the service provider will not be responsible for loss or theft of belongings.	No Change
23	Schedule VI -1-7.j.iii (Page 128) AADHAR based biometric verification is also required at the stage of document verification of the candidates. However, biometric verification will be conducted at all stages right from initial biometric registration till document verification.	i. We assumes that the approval from UIDAI for Aadhar Based Biometric verification will be provided by the client ii. In the Biometric Registration, the biometric will be captured before the examination and will be used at all stages till Document Verification	To be decided as per Point 13 of Page127 of the Tender Document.
24	Schedule VI -1-9.k (Page 130) To submit a list of Qualified and Non-Qualified candidates list along with the print out of the result signed by the candidates along with a hand written brief of the candidates	We assume that the hand written brief will be on the backside of the admit cards and admit card will be collected from the candidate post completion of the examination.	This is related to Proficiency Test. Please refer the Scope of Work related to Proficiency Test (Typing & Stenography Test) i.e. Schedule VI. 1 (9.k).
25	Section VII -1 (Page 155) Conduct of Computer Based Objective Type Multiple Choice Examination	We request you to consider 60 minutes instead of 30 minutes delay	Agreed

	(CBT) and Proficiency Test in Computer Typing Speed/ Proficiency Test in Stenography in all the identified/planned Venues. If completion of Exam in a Venue/part of venue for a shift is delayed for more than 30 minutes then a penalty of (25% of the Per Candidate Rate) x (No. of affected candidates) for that venue will be imposed.		
26	Venues for the Examination	We request you to confirm that the CBT examinations will be conducted at venues in PAN India or only in Delhi NCR.	Only Delhi NCR (Delhi NCR will include NCT Delhi, Noida, Gautam Budh Nagar, Gurugram, Ghaziabad, Faridabad only.)
27	Timelines	We propose that the timelines should be discussed and mutually agreed upon	Agreed subject to completion of work within a period of six months.
28	Schedule VI-1-7jiii (Page 123) AADHAR based biometric verification is also required at the stage of document verification of the candidates. However, biometric verification will be conducted at all stages right from initial biometric registration till document verification.	Is aadhaar verification required only at the time of document verification or also before the exam? We assume AUA / Sub AUA license details and API for aadhaar authentication will be provided by CSIR for integration, kindly confirm	AADHAR based biometric verification is required at the stage of document verification of the candidates. However, biometric verification will be conducted at all stages right from initial biometric registration till document verification. AUA/Sub AUA Licences and API for Aadhaar authentication will be provided by CSIR-CRRI, as per the decision of the Competent Authority.
29	Schedule VI-1-15axxiv (Page 132) During Document Verification, the Biometric (Photo & LTI) of the candidate present at the DV will have to be matched with the biometric data collected during registration and in the midst of examination of all stages and types of examination.	We assume bio-metric system based matching will be required only for LTI, kindly confirm? We assume that bio-metric system based matching of LTI will need to be done with the one captured before examination at the time of registration at venue, as all other times it will not be capture but verification only, kindly confirm?	ECA will have to match the Biometric (LTI & photograph) of the candidate present at the time of Proficiency Test and Document Verification in CSIR-CRRI Office (or any place decided by CSIR-CRRI) with the Biometrics (LTI & photograph) of the candidate taken at the time of registration.
30	Schedule VI-1-20xv (Page 139) The ECA must setup a “dummy-candidate computer node” for every examination for monitoring purposes at CSIR.	Request to elaborate on the objective of this requirement	The said clause stands deleted.

31	11.4 (Page 91) Withholding and lien in respect for sums claimed:	Request client to consider the following: The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of security/deposit. The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. The successful bidder shall be given a cure period of 30 days to rectify the breach.	No Change, as per RfP
32	11.5 (Page 92) On Accounts Payment	Please request the client for a clarification on the below clause and explain the term “any deductions.”:- “All payments due against the Contract Manager or his representative's certificates of measurements shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not being carried out as per the contractual performance standards.”	These deductions will be as per the contract.
33	10.5.5 and 13.1.5 (Page 38 & 101) Limitation of Liability/Limit on total damages	Request the client to modify and rephrase the same as following: The aggregate liability of either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed 10% of the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.	No Change
34	5.6 (Page 65) Indemnity – Liability of the Contractor	Request Client to cap the total cumulative Indemnity of the successful bidder at 10% of the Invoice value for the particular service giving rise to such indemnity.	No Change
35	10.5.3 (Page 87) Penalty/liquated damages	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	Agreed for reasonable opportunity but No Change in penalty clause

		<p>not exceed 10% of the total invoice of the particular service of the respective Order for which the penalty arises.</p> <p>iii) Client shall raise its concerns or objections to the Bidder/Service Provider within 30 days of the services provided. Client shall not impose any penalty/ damages on the Service Provider if no objections are raised within the stipulated period.</p> <p>iv) The Bidder shall be given a cure period of 30 days to rectify/remedy any defaults / defects / shortcomings penalty before imposition of any penalty or termination of contract.</p> <p>v) Any penalty/ damages shall be for proven defaults, solely and directly attributable to the bidder.</p> <p>vi) The Penalty/ damages shall be levied only if there is any deviation from the SOP, which, upon the award of the contract, both parties shall prepare in detail for provision of services and which shall form a part of the Agreement.</p> <p>vii) The bidder shall be given an opportunity of making a representation and of personal hearing before final imposition of penalty.</p> <p>viii) An escalation matrix should be mutually decided between both the parties.</p>	
36	Opportunity of Personal Hearing/Representation	<p>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.</p>	Agreed, and will be dealt as per GOI/CSIR instructions.
37	Termination	<p>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.</p> <p>Default/lapses leading to termination shall be solely due to the reasons attributable to the Service Provider.</p> <p>Service Provider shall be given a cure period of 30 days to remedy the default/shortcomings.</p>	No Change

38	12 (Page 96-99) Dispute Resolution	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	No Change, as per RfP
39	(Page 137-140) Section VII-Performance standards and Quality Assurance	Request the client to please revise the penalties as per current industry standards since they are quite steep.	No Change, as per RfP
40	Sec VII (Page 140) Delay in bidders performance:- Delay on part of the selected service provider in the performance of its delivery obligations shall render the selected service provider liable to the imposition of penalty unless an extension of time is agreed upon.	Request the client to consider the following:- (i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of security/deposit. (ii)The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. (iii) The successful bidder shall be given a cure period of 30 days to rectify the breach.	(i) Agreed (ii) Agreed (iii) Not Agreed / No Changed
41	Performance Bank Guarantee	Request CLIENT to consider the following: i) The bidder shall be given an opportunity of making a representation and of a personal hearing before forfeiture of PBG. ii) The cause for failure to discharge the contractual obligation or negligence should be directly & solely attributable to the successful bidder. iii) The successful bidder shall be given a cure period of 30 days to rectify the breach. iv) The selected bidder shall only be liable for the work carried on its own accord. In no event shall the selected bidder be liable for invocation of the Performance Guarantee for any recovery of damages, direct losses or additional liability, if incurred due to completion of work	No Change

		by another agency. v) In case of expired Performance Bank Guarantee (PBG) and non release of the same within 15 days of its expiry, the said PBG would deemed to have been released by the beneficiary (Client) and the obligation towards the same will also expire.	
42	Average annual turnover of the Agency in the last three financial years (2021-22, 2022-23, 2023-24) relating to examination work. Minimum Rs. 5 crores Turnover should be of the bidding agency and not that of the group to which the agency belong. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concern etc. Moreover, the bidder should be a profitable firm/company during the last three years. Documentary proof, i.e., certified copies of company balance sheet and profit & loss account (duly audited) need to be uploaded with the bid.	We request to please relax the profitability clause of last 3years and vendor who are profitable in last financial year (2023-2024) should be allowed for participation as it is not having any material deviation from the quality of work done by the Bidder. OR In the last CSIR CBT tender published from the HQ- CSIR has asked for positive networth instead of Profitable firm. Request to please keep the clause as "The networth of the Bidder should be positive during the last 3 years"	Kindly Refer revised Qualification Criteria as per Annexure-II of this clarification/corrigendum
43	Point 7	We request to please keep CMMI certificate in Service as well as in Development as 90% of the project is dependent upon vendor exam software and also to check Certificate authenticity please mention the Proof of result should published on CMMI website at https://www.cmmiinstitute.com/pars/ (Same website address was also given in CBT Tenders of organizations - CCRAS, EDCIL, ICAI, NII , DGAFMS etc.)	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
44	Point 8 - Successfully Conducted Proficiency Test in Computer Typing in FY 2021-22, 2022-23, 2023-24 (with minimum 1,000 candidates per exam) in Delhi NCR.	Request to please allow vendors to submit the proofs of the project executed in different part of the country instead of only in Delhi-NCR.	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
45	Point 9- Successfully Conducted Proficiency Test in Stenography in FY 2021-22, 2022-23, 2023-24	Request to please allow vendors to submit the proofs of the project executed in different part of the country instead of only in Delhi-NCR.	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

	(with minimum 500 candidates per exam) in Delhi NCR.		
	RICH MINDS		
01	<p>Page 56.</p> <p>1. Average turnover of the Company in the F.Y. 2021-22, 2022-23 & 2023-24. Turnover \geq Rs 05 Cr but $<$ Rs 10 Cr - 4 Marks</p>	<p>We propose assigning higher marks to bidders with an average turnover of Rs. 5 Cr to Rs. 10 Cr for FY 2021-22, 2022-23, and 2023-24. Also request consider the number of successfully completed projects over the turnover factor, as project experience is a more direct indicator of a bidder's capability to execute the tender's requirements effectively. This ensures a balanced and merit-based evaluation. This approach recognizes financial strength while encouraging broader participation by genuine bidders with already proven capability in conducting similar recruitment related exams ensuring a fair and competitive bidding process.</p>	No change
02	<p>Pg.56</p> <p>2. Successfully Conducted Computer Based Exams in FY 2021-22, 2022-23, 2023-24 (with minimum 1,00,000 candidates per exam). Conducted upto 5 exams - 05 Marks</p>	<p>We suggest focusing on number of CBT & speed test project experience in conducting similar exams for similar organizations as true measure of quality of experience, rather than just the number of candidates, unless the expected number of candidates for this tender is equally large. This ensures relevant expertise and practical alignment with the tender's needs as well as wider participation of bidders with proven capability in both CBT and Speed tests for similar posts</p>	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
03	<p>Page 56</p> <p>The Bidder must host the application in a Tier III Data Centre (including Disaster Recovery) which must be located in India, owned by the Bidder or by a third party, and have latest ISO and CMMI Certification (90001, 27000 as well as CMMI level 5) Own data Centre & DR- 10 Marks</p>	<p>We propose reconsidering the requirement for owning a Tier III Data Centre and Disaster Recovery (DR) facility. Since very few bidders possess their own data centers being extremely capital intensive, this criterion significantly narrows participation. Allowing the use of third-party Tier III Data Centers with STQC / CERTIN required certifications (ISO 9001, ISO 27001, and CMMI Level 5) would ensure a broader and allow capable bidders and more competitive bidding process while maintaining high standards for data security and performance.</p>	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

04	Schedule VI-1: Services and Activities Schedule, point no D (Page 119) The application format is to be designed in such a way that ineligible applications are eliminated at the time of online submission of application itself. The system should accept only validated applications as per advertisement.	Could you please clarify the reasoning behind designing the application format to automatically eliminate ineligible applications during submission? We seek to understand how this ensures fairness while allowing applicants to correct any errors before submission.	Candidates not conforming to the eligibility conditions as mentioned in Advertisement should not be allowed to submit the application viz. overage, fees not paid, Not meeting minimum Educational Qualification, without uploading photo, signature, etc.
05		<p>Additional Queries for Clarification</p> <p>(i)What is the total number of posts and the number of vacancies available for this tender? (ii)Will the Computer-Based Test (CBT) be conducted before or after the skill test? (iii)Is the location for conducting the exams restricted to only the NCR Delhi region?</p>	<p>(i) Kindly refer to the Tender Document. However, the total number of revised vacancies will be approx.. 210 (Approx. 180 JSA & Approx 30 Jr. Steno).</p> <p>(ii) Will be decided by the Competent Authority after receipt of the actual number of applications.</p> <p>(iii) Delhi NCR (Delhi NCR will include NCT Delhi, Noida, Gautam Budh Nagar, Gurugram, Ghaziabad, Faridabad only.)</p>
EDUQUITY CAREER TECHNOLOGIES PVT LTD!			
01	Section III: Appendix to Instructions to Bidders (AITB) - ITB 12.3.5- S. No – 3 (Page No. 56) Number of Candidates appeared in a CBT in a single shift in Delhi NCR: Attach Proof: Client's Certification (or) work order from any client and name &contact details of customer	<p>In general the single shift count will be listed as overall count in the completion certificates and they don't specify the count as per the city or state.</p> <p>We request to modify this clause and allow bidder's to provide an undertaking on the letter head of Bidding company with the details of Single shift count in Delhi along with original Completion Certificate of that particular exam.</p>	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
02	Section III: Appendix to Instructions to Bidders (AITB) - ITB 12.3.5- S. No – 5 (Page 57) Manpower strength of Service Provider on their rolls in Computer Based Examinations vertical as on 31st March 2024	<p>Request to reduce the manpower strength of service provider on their rolls in Computer Based Examinations vertical as on 31st March 2024</p> <ul style="list-style-type: none"> • >400 • More than 250 but <=400 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

	<ul style="list-style-type: none"> • >500 • More than 250 but <=500 • Upto 250 	<ul style="list-style-type: none"> • Upto 250 <p>We Request to reduce the manpower count as the outlined scope of work can be accomplished with the specified number of personnel.</p>	
03	<p>Section III: Appendix to Instructions to Bidders (AITB) - ITB 12.3.5- S. No – 7 (Page 57)</p> <p>CMMi Levels on Services</p> <ul style="list-style-type: none"> • CMMi Level 5 – 10 • CMMi Level 4 – 07 CMMi Level 3 – 05 	<p>As CMMi Level 4 Certification on Services is not available request to change the criteria as below</p> <ul style="list-style-type: none"> • CMMi Level 5 – 10 CMMi Level 3 – 07 	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>
04	<p>Section III: Appendix to Instructions to Bidders (AITB) - ITB 12.3.5- S. No – 8 (Page 57)</p> <p>Successfully Conducted Proficiency Test in Computer Typing in FY 2021-22, 2022-23, 2023- 24 (with minimum 1,000 candidates per exam) in Delhi NCR.</p>	<p>Since the Computer Typing Test is a software-based project, location preference will not have any bearing on its significance.</p>	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>
05	<p>Section III: Appendix to Instructions to Bidders (AITB) - ITB 12.3.5- S. No – 9 (Page 58)</p> <p>Successfully Conducted Proficiency Test in Stenography in FY 2021-22, 2022-23, 2023-24 (with minimum 500 candidates per exam) in Delhi NCR.</p>	<p>Since the Stenography Test is a software-based project, location preference will not have any bearing on its significance.</p> <p>Request to consider Stenography Test from any state of India in FY 2021-22 to last date of bid submission.</p>	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>
06	<p>3. Eligibility Criteria for Participation in this Tender – 2. Must (Page 13)</p> <p>Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities</p>	<p>Request to modify this clause as below</p> <p>The bidder should not be declared ineligible / suspended / blacklisted / banned / debated by any agencies of Government of India both state and Central any time in the past.</p>	<p>As per the guidelines on debarment of firms issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021.</p>
PHS CONSULTANCY PVT LTD			

01	Minimum Turnover 5 Cr (Page No. 61)	Diluted to 1.25 Cr	No Change
02	Minimum candidate in 100000 (Page No. 61)	Diluted to 20000 candidate	No Change
03	Minimum manpower strength on rolls 250 (Page No. 62)	Diluted to agency should be minimum 25 years old	No Change
APTECH LIMITED			
01	Should have executed minimum of three (03) projects of similar nature during the last three years with minimum of 1,00,000 candidates registered online through online payment Gateway and thereafter conduct of successful examination. Photocopies of work orders and satisfactory performance report from the user department need to be attached. (Page 162)	While our organization has the capability to manage candidate registration and payment gateway integration when required, it is not always part of the bidder's scope of work in government projects. To align the clause with industry practices and ensure fair participation, we kindly request modifying the clause to: "Should have executed a minimum of three (03) projects of similar nature during the last three years with a minimum of 1,00,000 candidates for the conduct of successful examination. Photocopies of work orders and satisfactory performance reports from the user department need to be attached."	Kindly Refer revised Qualification Criteria as per Annexure-II of this clarification/corrigendum
02	(Page 61) Successfully Conducted Computer Based Exams in FY 2021-22, 2022-23, 2023-24 (with minimum 1,00,000 candidates per exam). <ul style="list-style-type: none"> Conducted 16 exams or above: 20 Conducted 11 -15 exams : 15 Conducted 6 – 10 exams: 10 Conducted upto 5 exams: 5 	Request you to kindly change the clause as Successfully Conducted Computer Based Exams in FY 2021-22, 2022-23, 2023-24 (with minimum 1,00,000 candidates per exam). <ul style="list-style-type: none"> Conducted 10 exams or above : 20 Conducted 7 -9 exams : 15 Conducted 4 – 6 exams : 10 Conducted upto 3 exams : 5 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
03	(Page 61) Number of Candidates appeared in a CBT in a single shift in Delhi NCR: <ul style="list-style-type: none"> Candidates >=20,000 : 20 Candidates >=15,000 less than 20,000 : 16 Candidates >=10,000 less than 15,000 : 12 Candidates >=5000 less than 10,000 : 8 Candidates < 5 ,000 : 4 	Request you to kindly change the clause as Number of Candidates appeared in a CBT in a single shift in Delhi NCR: <ul style="list-style-type: none"> Candidates >=15,000 : 20 Candidates >=10,000 less than 15,000 : 16 Candidates >=5000 less than 10,000 : 12 Candidates < 5 ,000 : 8 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
04	(Page 62) The Bidder must host the application in a Tier III Data Centre (including Disaster Recovery) which must be located in India, owned by the Bidder	The current clause places significant emphasis on the ownership of the Data Centre and Disaster Recovery (DR) facilities. However, in the context of hosting applications	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

	<p>or by a third party, and have latest ISO and CMMI Certification (90001, 27000 as well as CMMI level 5)</p> <ul style="list-style-type: none"> • Own data Centre & DR : 10 • Own data Centre & hired DR: 7 • Hired Data Centre & own/hired DR: 5 	<p>for critical services, the focus should instead be on the Tier level of the Data Centre, as it directly reflects the reliability, performance, and fault tolerance of the infrastructure. Hence request you to kindly change the clause as :</p> <p>The Bidder must host the application in a Tier III Data Centre (including Disaster Recovery) which must be located in India, owned by the Bidder or by a third party, and have latest ISO and CMMI Certification (90001, 27000 as well as CMMI level 5)</p> <ul style="list-style-type: none"> • Tier IV Own/Hired data Centre & DR : 10 • Tier III Own/Hired data Centre & DR : 7 	
05	<p>(Page 62) Service Provider on their rolls in Computer Based Examinations vertical as on 31st March 2024:</p> <ul style="list-style-type: none"> • >500 : 10 • More than 250 but <=500 : 7 • Upto 250 : 5 	<p>Request you to kindly change the clause as Manpower strength of Service Provider on their rolls in Computer Based Examinations vertical as on 31st March 2024:</p> <ul style="list-style-type: none"> • >350 : 10 • More than 200 but <=350 : 7 • Upto 200 : 5 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
06	<p>Maximum Venues (Labs / Computer centres; owned or hired) with facility more than 100 computers for any single Exam (in CBT Mode) as on 31st Dec, 2024 in Delhi NCR only</p> <p>More than 75 : 10 More than 50 but <=75 : 8 More than 25 but <=50: 5</p>	<p>Request you to kindly change the clause as Maximum Venues (Labs / Computer centres; owned or hired) with facility more than 100 computers for any single Exam (in CBT Mode) as on 31st Dec, 2024 in Delhi NCR only:</p> <ul style="list-style-type: none"> • More than 50 : 10 • More than 30 but <=50 : 8 • More than 15 but <= 30 : 5 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
07	<p>(Page 62) CMMi Levels on Services:</p> <ul style="list-style-type: none"> • CMMi Level 5 : 10 • CMMi Level 4 : 7 • CMMi Level 3 : 5 	<p>The original clause includes CMMi Level 4 as a criterion for evaluation. However, it is important to note that CMMi Level 4 does not exist as part of the official Capability Maturity Model Integration (CMMi) framework. Request you to kindly change the clause as:</p> <p>CMMi Levels on Services</p> <ul style="list-style-type: none"> • CMMi Level 5 : 5 • CMMi Level 3 : 3 	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
08	<p>Page: 144 /Point no (a) General, (c) The Centre must be in any college or school or institute recognized by the Central or State Government</p>	<p>In many locations, the infrastructure of government colleges is inadequate for conducting examinations. Therefore, we request permission to conduct exams at</p>	No Change, as per RfP

		private test centres in such cases to ensure a seamless and efficient examination process.	
09	Page: 145 / point (v) The distance between the candidates should be in such a way that a candidate cannot see other candidate's screen. Uniform standard partition between nodes have to be ensured. Cardboard, transparent and thermocol material are strictly prohibited in partitions.	In many government colleges, partitions are not available in computer labs as these facilities are primarily used for regular academic activities. To ensure compliance with the examination guidelines, we propose the use of temporary PVC partitions, which are durable, non-transparent, and suitable for maintaining the required standards during the examination.	Agreed
10	Page 146 / Point B (Vi) The exam venue selected should have capacity of minimum 250 nodes. Each computer lab should have minimum capacity of 50 nodes. In exceptional cases, with prior approval of CSIR-CRRI, examination venues with lesser capacity may be engaged provided these venues strictly conform to the requirements specified.	In several regions, larger colleges or institutes with a capacity of 250 nodes are not readily available. Due to these limitations, we request that venues with a minimum capacity of 100 nodes and individual labs with 25-30 computers be considered, subject to compliance with all other specified requirements. This adjustment will ensure the smooth conduct of examinations in these areas.	To be mutually discussed with the Successful bidder
11	Page 149/23/c Operational Integrity & Security Management System to be ISO 17799 Compliant	Request you to kindly remove this clause as ISO 17799 is not considered valid anymore as it has been withdrawn.	Relevant ISO standard or equivalent certification will be acceptable.
12	Page: 128/7/j/ii Biometric (LTI & photograph) of the candidate shall be taken once again in the subsequent paper / test, before start of examination and matched with the biometric taken at the time of initial biometric registration of the candidate.	As a process Photo & LTI can be captured in the First Stage and verified every time in the later stage.	Agreed
13	Page 130/9/m For Typing Test, Passage Dictators to be provided for Blind or Low Vision Candidates on prior request communicated by CSIR CRRI.	For the Typing Test, will the cost of providing Scribes or Passage Dictators for Blind or Low Vision candidates, as requested by CSIR-CRRI, be borne by the ECA or CSIR? Clarification on this aspect will help ensure proper arrangements and financial planning.	To be borne by ECA
14	Page 8/ Clause 3 Sub clause 2 point (a) must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business	We suggest to change it to 'must not be insolvent, in receivership, bankrupt or being wound up' only as there may be a possibilities of having some dispute for various reasons .	The said clause partially changed as follows: “must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a

	activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons		judicial officer, not have its business activities suspended”
15	Page 8/ Clause 3 subclause 2 point b (i) Not stand declared ineligible/ blacklisted/ banned / debarred by the Council of Scientific & Industrial Research or any other Central / State Ministry / Department / PSU from participation in its Tender Processes; and/ or	We suggest to change it to 'must not be ineligible to participate in this particular tender as per the guideline on debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021'	Agreed
16	Page 8 /Clause 3 subclause 2 point b(ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for: · offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or · offences under the The Bharatiya Nyaya Sanhita or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or · suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.	We suggest to change it to 'must not be convicted and must not be ineligible to participate in this particular tender as per the guidelines on debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021'	Agreed
17	Page35/Clause 6.4.2 Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.	We suggest that 30% advance payment shall atleast be given on the signing of contract.	No Change. As per RfP
18	Page 40/Clause 9.4 (3) Forfeiture of EMD (Enforcement of BSD): EMD shall be forfeited (or in case BSD is permitted, the declaration shall be enforced from the date of such decision) if the Bidder breaches any of the following obligation(s) under the RFP: (a) withdraws or	We suggest that before the EMD is forfeited a fair and impartial opportunity of being heard to be provided to the bidder and also give him a reasonable time to clear any defect.	Agreed

	amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or (b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity: i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions. ii) fails or refuses to sign the contract		
19	<p>Page 40/9.4 (6)</p> <p>The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions: (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity: i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document. ii) fails or refuses to sign the contract</p>	We suggest that before debarment a fair and impartial opportunity of being heard to be provided to the bidder and also give him a reasonable time to clear any defect.	Agreed
20	<p>Page 52/13.2.4</p> <p>If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and forfeit Bid Security or enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc. 3) If the bidder,</p>	We suggest that before forfeiture of performance security and before any administrative action is taken by the CSIR, a fair and impartial opportunity of being heard to be provided to the bidder and also give him a reasonable time to clear any defect.	Agreed

	<p>whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization, and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder</p>		
21	<p>Page69/ Clause 5.4 Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.</p>	<p>We suggest that along with the 21 days period to remedy such breaches, we also be given a fair opportunity of being heard to represent our case</p>	<p>Agreed</p>
22	<p>Page70/Clause 5.6.1 Obligation to Indemnify for breach of IPR Rights</p>	<p>We suggest that both parties indemnify each other for breach of IPR rights as the successful bidder shall also use its IPR in the said examination hence we suggest to make this clause mutual for the benefit and safeguard of both the parties.</p>	<p>To be mutually discussed with the Successful bidder</p>

23	<p>Page71/Clause 5.6.2</p> <p>the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services</p>	<p>We suggest that if we have taken all reasonable precaution and done due diligence then this liability should not be levied on us as it is unjust and unfair.</p>	<p>No Change. As per RfP.</p>
24	<p>Page74-75/Clause 5.8</p> <p>Performance Bond</p>	<p>We again suggest that forfeiture of performance security should not be exercised in obsolence and in case of any extreme situations, before any administrative action is taken by the CSIR, a fair and impartial opportunity of being heard to be provided to the bidder and also give him a reasonable time to clear any defect.</p>	<p>Agreed</p>
25	<p>Page92/10.5.1</p> <p>Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently</p>	<p>Before levying such damages, please allow us an opportunity to provide our representation and a reasonable time period to cure defect. Also please restrict the penalty to be taken from only one form. Please clarify. Multiple damages from different sources should not be claimed. Kindly amend accordingly or give clarification on the same</p>	<p>Agreed</p>
26	<p>Page92/10.5.2</p> <p>The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent (or any other Section IV: General Conditions of Contract (GCC) [93] percentage prescribed) of the delivered price (including elements of GST & freight) of the defective Services, If the contractor fails to perform the Services as per Performance Standards and Quality, without having to prove actual loss incurred</p>	<p>Before levying such damages, please allow us an opportunity to provide our representation and a reasonable time period to cure the defect. We also suggest that the penalty shall be 0.1% instead of 0.5%</p>	<p>Agreed for reasonable opportunity but No Change in penalty clause.</p>

27	<p>Page Subject to GCC-clause 10.4, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC clause 10.5.4 shall also apply</p>	<p>We suggest that before levying such damages please give us a fair chance of hearing and a reasonable opportunity of curing the defect. We also suggest that instead of 0.125% a damage of 0.01% be claimed.</p>	<p>Agreed for reasonable opportunity but No Change in penalty clause.</p>
28	<p>Page 93/ 10.5.5 However, deduction on account of damages for delays and performance under this clause GCC 10.5, put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Services. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5</p>	<p>We suggest a maximum of 1% be deducted as damages overall.</p>	<p>No Change</p>
29	<p>Page 97/11.3 Unless otherwise stipulated, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents.</p>	<p>We suggest that atleast 30% advance payment be made on the signing of contract</p>	<p>No Change</p>
30	<p>Page 97/11.4 Withholding and lien in respect of sums claimed</p>	<p>We suggest that no amount be withheld and especially from multiple sources as it is unjust. And any such amount withheld shall be after a due investigation is done and reasonable opportunity is being given to represent bidders case and a reasonable time to cure defect is provided. And if the blame is entirely proved then only any damage or withholding of amount that too from a single source be done and not multiple sources.</p>	<p>As per RfP. However, it may be mutually discussed with the Successful bidder.</p>

31	110/14.4 Penalties	It is again reiterated that any penalty imposed shall be after a due investigation is done and a reasonable opportunity is being given to represent bidders case and a reasonable time to cure defect is provided. And if the blame is entirely proved then only any damage or withholding of amount that too from a single source be done and not multiple sources. Before debarment or initiating proceedings under relevant criminal laws, the bidder shall be awarded an opportunity of personal hearing and to give written representation.	As per RfP. However, it may be mutually discussed with the Successful bidder.
32	Page150/ SLA If exam could not be conducted in an Exam Venue due to lack of services by the Hired ECA, a penalty of (50% of the Per Candidate Rate) x (No. of candidates registered) for that venue	We suggest 10% to be levied. 50% is quite unreasonable	No Change
33	Page150/ SLA If completion of Exam in a Venue/part of venue for a shift is delayed for more than 30 minutes then a penalty of (25% of the Per Candidate Rate) x (No. of affected candidates) for that venue will be imposed.	We suggest 1% to be levied. 25% is quite unreasonable.	No Change
34	Page150/ SLA Shortfall in Bufer Computer Nodes: 0% to 5%: A penalty of Rs.10, 000 per venue per shift 5.1% to 10%: A penalty of Rs.5, 000 per venue per shift	We suggest a maximum of Rs 1,000/- to be levied here.	No Change
35	Page150/ SLA Any deficiency in availability of biometric devices @ one device per 25 candidates will invite a penalty of Rs.5000 per device per shift.	We suggest a maximum of Rs. 500/- to be levied here	No Change
36	Page150/ SLA If deficiency in recording is observed on the CCTV recordings submitted by ECA, then a penalty of Rs. 10,000 per defaulting venue per shift.	We suggest a maximum of 1000/- be levied here	No Change
37	Page150/ SLA If error is found in candidates' scores as per defined standard during result processing activities	We suggest a maximum of 10% be levied here. 25% is unreasonable.	No Change
38	Page150/ SLA	We suggest a maximum of 50% and not beyond that.	No Change

	If exam questions/ answer keys get leaked before the start of examination for any shift.		
39	Page150/ SLA Malpractice* Detection by officials of CSIR-CRRI or other Govt. agencies other than ECA personnel about Impersonation or any other malpractice. (In case of serious deficiency in ensuring the integrity of the exam, CSIR-CRRI reserves the right to cancel the exam/ban the ECA for future examinations)	We suggest a maximum penalty of INR One lac and that too after the blame being meted on the bidder after a complete and fair investigation in which the bidder has been given a chance to represent its case in a fair and impartial manner	No Change
40	Page150/ SLA In cases, where performance or/and quality of services is/are found to be deficient, CSIR CRRI shall impose penalty as mentioned in tender document, subject to cumulative penalty for such deficient performance or/ and quality of services does not exceed 10% of original contract value or as prescribed in the tender document.	We suggest capping this penalty of 10% to 1%.	No Change
41	Page 169/Form 1.2 3) We solemnly declare that we (including our affiliates or subsidiaries or constituents): (a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons	We suggest to change it to 'must not be insolvent, in receivership, bankrupt or being wound up' only as there may be a possibilities of having some dispute for various reasons.	No Change
42	Page 169/Form 1.2 Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.	We suggest to change it to 'must not be ineligible to participate in this particular tender as per the guidelines on debarment of firms from bidding issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021'	Agreed

43	<p>Page 144 / 23. Technical Requirements and their Standards</p> <p>iii. Software system must support digital signatures or e-sign-in capability. These capabilities shall be restricted to submission of final scores & documents by the ECA to CSIR-CRRI.</p>	Kindly provide a detailed explanation of the functionality of digital signatures and their applicability.	To be mutually discussed with the Successful bidder
44	New Clause	<p>Request you to kindly include the below mentioned clause to give importance to greater reliability, transparency, and capacity. Request you to kindly include the clause in Evaluation criteria.</p> <p>Legal Structure</p> <ul style="list-style-type: none"> • Limited Company : 5 • Private Limited : 3 • Partnership/Proprietorship : 2 	Not Agreed
45	<p>Page 124: As per decision of the Comptent Authority, to take a printout of the typed in passage by the candidates and get signature and thumb impression of the candidate.</p>	<p>Arranging high-speed printers at exam centres is challenging. Managing signatures and thumb impressions on the typed passage post-exam for a large number of candidates creates operational difficulties. Many candidates leave quickly without signing on printout, increasing the risk of discrepancies.</p> <p>Since candidate logs are already maintained for security and verification, we request the removal of this clause to streamline the process.</p>	<p>As per general practice, after the completion of steno/typing test, signature of candidate is required to be taken on sheet typed by him/her. This is applicable only for limited number of candidates in multiple shifts.</p>
46	<p>Page: 125 : To submit a list of Qualified and Non-Qualified candidates list along with the print out of the result signed by the candidates along with a hand written brief of the candidates.</p>	<p>As per our understanding, the results are to be submitted to the department, duly signed by the ECA. Kindly confirm if this is correct.</p>	Yes.
47	<p>Page 12: Bid Submission Closing Date & Time : 24.01.2025 @02:00PM</p>	<p>We kindly request the department to extend the bid submission deadline to 10 working days after the publication of the corrigendum or pre-bid query responses. This will provide adequate time to review the clarifications and incorporate any necessary changes into our proposal effectively.</p>	<p>The Bid Submission date has been extended to 30.01.2025 upto 03:00PM.</p>

ALL INDIA MANAGEMENT ASSOCIATION

01	<p>Page No.-56, Point No.-2 Successfully Conducted Computer Based Exams in FY 2021-22, 2022-23, 2023-24 (with minimum 1,00,000 candidates per exam).</p> <table><tr><td>Conducted 16 exams or above</td><td>20</td></tr><tr><td>Conducted 11 -15 exams</td><td>15</td></tr><tr><td>Conducted 6 – 10 exams</td><td>10</td></tr><tr><td>Conducted upto 5 exams</td><td>05</td></tr></table>	Conducted 16 exams or above	20	Conducted 11 -15 exams	15	Conducted 6 – 10 exams	10	Conducted upto 5 exams	05	<p>This rigid scoring model gives undue advantage to few bidders. We kindly request that you consider revising the scoring model as outlined below to ensure a fairer opportunity for all, allowing for a more equitable chance of participation. So request you to change as under: Successfully Conducted Computer Based Exams in FY 2021-22, 2022-23, 2023-24 (with minimum 10,000 candidates per exam).</p> <table><tr><td>Conducted 16 exams or above</td><td>20</td></tr><tr><td>Conducted 6 -10 exams</td><td>15</td></tr><tr><td>Conducted 3 – 5 exams</td><td>10</td></tr><tr><td>Conducted upto 2 exams</td><td>05</td></tr></table>	Conducted 16 exams or above	20	Conducted 6 -10 exams	15	Conducted 3 – 5 exams	10	Conducted upto 2 exams	05	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>				
Conducted 16 exams or above	20																						
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02	<p>Page No.-56, Point No.-3 Number of Candidates appeared in a CBT in a single shift in Delhi NCR</p> <table><tr><td>Candidates >=20,000</td><td>20</td></tr><tr><td>Candidates >=15,000 less than 20,000</td><td>16</td></tr><tr><td>Candidates >=10,000 less than 15,000</td><td>12</td></tr><tr><td>Candidates >=5000 less than 10,000</td><td>08</td></tr><tr><td>Candidates < 5,000</td><td>04</td></tr></table>	Candidates >=20,000	20	Candidates >=15,000 less than 20,000	16	Candidates >=10,000 less than 15,000	12	Candidates >=5000 less than 10,000	08	Candidates < 5,000	04	<p>Since it is difficult to produce the client document for the shift wise & region wise data of the candidate. We request you to change as under:</p> <p>Number of Candidates appeared in a CBT</p> <table><tr><td>Candidates >=8,000</td><td>20</td></tr><tr><td>Candidates >=6,000 less than 8,000</td><td>16</td></tr><tr><td>Candidates >=3,000 less than 6,000</td><td>12</td></tr><tr><td>Candidates >=1000 less than 3,000</td><td>08</td></tr><tr><td>Candidates < 1,000</td><td>04</td></tr></table>	Candidates >=8,000	20	Candidates >=6,000 less than 8,000	16	Candidates >=3,000 less than 6,000	12	Candidates >=1000 less than 3,000	08	Candidates < 1,000	04	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>
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03	<p>Page No.-56-47, Point No.-4 The Bidder must host the application in a Tier III Data Centre (including Disaster Recovery) which must be located in India, owned by the Bidder or by a third party, and have latest ISO and CMMI Certification (90001, 27000 as well as CMMI level 5)</p> <table><tr><td>Own data Centre & DR</td><td>10</td></tr></table>	Own data Centre & DR	10	<p>In recent times, advancements in technology have led agencies to increasingly adopt cloud-based data centers over traditional physical data centers, owing to their enhanced safety, reliability, and security features. This clause, however, may disproportionately benefit a select few bidders without necessity.</p>	<p>Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum</p>																		
Own data Centre & DR	10																						

	<table><tr><td>Own data Centre & hired DR</td><td>7</td></tr><tr><td>Hired Data Centre & own/hired DR</td><td>5</td></tr></table>	Own data Centre & hired DR	7	Hired Data Centre & own/hired DR	5	We kindly request that full marks be awarded to agencies utilizing data center services from high-quality service providers, such as AWS, in recognition of their commitment to top-tier service standards.									
Own data Centre & hired DR	7														
Hired Data Centre & own/hired DR	5														
04	<p>Page No.-57, Point No.-5 Manpower strength of Service Provider on their rolls in Computer Based Examinations vertical as on 31st March 2024</p> <table><tr><td>>500</td><td>10</td></tr><tr><td>More than 250 but <=500</td><td>7</td></tr><tr><td>Upto 250</td><td>5</td></tr></table>	>500	10	More than 250 but <=500	7	Upto 250	5	<p>This clause, once again, provides undue leverage to organizations with a larger workforce across various departments, while their involvement in the examination division remains minimal. It has been observed that these organizations are unlikely to utilize employees from other departments for the examination project. So request you cap the minimal on roll employee limit to 100 & give the full marks as below:</p> <table><tr><td>>100</td><td>10</td></tr><tr><td>More than 250 but <=100</td><td>7</td></tr><tr><td>Upto 50</td><td>5</td></tr></table>	>100	10	More than 250 but <=100	7	Upto 50	5	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
>500	10														
More than 250 but <=500	7														
Upto 250	5														
>100	10														
More than 250 but <=100	7														
Upto 50	5														
05	<p>Page No.-57, Point No.-7 CMMi Levels on Services</p> <table><tr><td>CMMi Level 5</td><td>10</td></tr><tr><td>CMMi Level 4</td><td>07</td></tr><tr><td>CMMi Level 3</td><td>05</td></tr></table>	CMMi Level 5	10	CMMi Level 4	07	CMMi Level 3	05	The CMMi Level 3 certification is more than sufficient to meet the required quality standards. So the agencies who all are caring the CMMi Level 3 full marks to be given. We also request that you verify the authenticity of the certificate via the official portal at https://pars.cmmiinstitute.com/ .	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum						
CMMi Level 5	10														
CMMi Level 4	07														
CMMi Level 3	05														
06	<p>Page No.-57, Point No.-8 Successfully Conducted Proficiency Test in Computer Typing in FY 2021-22, 2022-23, 2023-24 (with minimum 1,000 candidates per exam) in Delhi NCR.</p>	<p>We request you to change as under: Successfully Conducted Proficiency Test in Stenography in FY 2021-22, 2022-23, 2023-24 (with minimum 250 candidates).</p>	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum												
07	<p>Page No.-57, Point No.-9 Successfully Conducted Proficiency Test in Stenography in FY <u>2021-22, 2022-23, 2023-24</u> (with minimum 500 candidates per exam) in Delhi NCR.</p>	<p>We request you to change as under: Successfully Conducted Proficiency Test in Stenography in FY <u>2021-22, 2022-23, 2023-24</u> (with minimum 250 candidates).</p>	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum												
08	<p>ITB-clause 9.2), Section VIII: Qualification Criteria, Pg-157 Past experience in work of similar nature</p>	<p>We request you to change as under: “Should have executed projects of similar nature during the last six years including current financial year with</p>	Kindly Refer revised Qualification Criteria as per Annexure-II of this clarification/corrigendum												

	Should have executed minimum of three (03) projects of similar nature during the last three years with minimum of 1,00,000 candidates registered online through online payment Gateway and thereafter conduct of successful examination. Photocopies of work orders and satisfactory performance report from the user department need to be attached.	minimum of 1,00,000 candidates registered online through online payment Gateway and thereafter conduct of successful examination.” It will not only limits our ability to participate but also undermines a fair competitive process. We respectfully request that all reliable agencies, who have not been blacklisted, be given an equal opportunity to compete.	
09	Page No.-58 Eligibility Condition: Any bidder scoring 65% or more in the above Technical Score, will be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids.	We kindly request that the minimum score required for bidders be reduced to 50%. This adjustment will encourage broader participation and create a more competitive environment, benefiting all parties involved.	No Change
10	General Last Date of Bid Submission	We respectfully request that a minimum of 10 days be provided to us after the release of the corrigendum.	The Bid Submission date has been extended to 30.01.2025 upto 12:00 Noon.
TATA CONSULTANCY SERVICES			
01	Page No.62 Section III: Appendix to Instructions to Bidders (AITB) 6. Maximum Venues (Labs / Computer centres; owned or hired) with facility more than 100 computers for any single Exam (in CBT Mode) as on 31st Dec, 2024 in Delhi NCR only More than 75 - 10 marks More than 50 but <=75 – 8 marks More than 25 but <=50 – 5 marks	We suggest the following changes to the clause: 6. Maximum Venues (Labs / Computer centres; owned or hired) nodes/ with facility more than 100 computers available 24x7 for any single Exam (in CBT Mode) as on 31st Dec 2024 in Delhi NCR only More than 7500 - 10 marks More than 5000 but <=7500 – 8 marks More than 2500 but <=5000 – 5 marks	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
02	Page No. 62 Manpower strength of Service Provider on their rolls in Computer Based Examinations vertical as on 31st March 2024	Attach Proof: Declaration by the company secretary/ HR Head Requesting to modify the clause as:	Agreed

		Attach Proof: Declaration by the company secretary/ HR Head/Authorized signatory	
03	<p>Page No. 95</p> <p>10. Delivery of Services and delays</p> <p>2) Unless otherwise stipulated in the contractor agreed between the parties, the Works Programme shall be based on round-the- clock (24X7) operations without violating statutory regulations.</p>	<p>This point needs clarification and discussion.</p> <p>TCS shall provide application availability of 99.59% and uptime of 98% for DC infra with an exception for planned downtime.</p> <p>Please clarify if the understanding is correct or if this clause is pertaining to some other 24x7 support</p>	Agreed
04	<p>Page No. 96</p> <p>10.3. Commencement of Services</p> <p>1) Effective Date of Contract: Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:</p> <p>a) 15 days from (unless specified otherwise in that order) the date of an order to this effect from the Contract Manager, or if no such order is issued, 15 days from the date Contract has been signed by the Procuring Entity</p>	<p>It is advisable that the commencement of services within 15 days from the contract date is discussed, mutually agreed at the time of the project starts.</p> <p>Typically, project is initiated post initial kick off meeting with Customer and gather complete requirements.</p> <p>Standard SLAs to follow.</p>	This can be mutually discussed with the successful bidder within the framework of original clause.
05	<p>Page 121</p> <p>B. The Examination to be Conducted by the ECA:</p> <p>b) Proficiency in Computer Typing Speed: Proficiency in Computer Typing Speed and in using computer will be conducted as per prescribed norms fixed by DoPT From time to time. This will be only qualifying in nature.</p> <p>b) Proficiency Test in Stenography: Candidates will be given one dictation for 10 minutes in English or Hindi (as opted by the candidates in</p>	<p>Evaluation of typing and stenography test conducted should be CSIR-CRRI's responsibility.</p> <p>We can share standard system generated reports. Please confirm if this is acceptable.</p>	No change

	the application form) at the speed of 80 w.p.m. Proficiency in stenography will only be qualifying in nature.		
06	<p>Page No. 125</p> <p>1. Online Application Processing</p> <p>k) Online Payment gateway - Examination fees will be collected by CSIR-CRRI through SBI Collect. The agency will integrate and setup this feature into the online form.</p> <p>Reconciliation of payments and GST, if applicable, will be done by agency with the CSIR-CRRI's nominated bank.</p>	<p>This is applicable if ECA is developing the application form.</p> <p>Reconciliation to be done by C if form is developed and payment is collected by Customer.</p> <p>Please confirm if the understanding is correct.</p>	<p>The online Application processing & designing is covered under the Scope of Work to be carried out by ECA. Hence, No Change.</p>
07	<p>Page No. 126</p> <p>2. Brief on Tests</p> <p>(m) Biometric (Photograph and Left Thumb Impression) Verification of the candidates for all the stages of CBT, Offline exam and during Document Verification (DV) Verification shall be done by the ECA.</p>	<p>Please confirm the scope of offline exam and who will be conducting the offline exam?</p> <p>Presently during DV we only match the DV biometric with registration biometric of CBT. If mid-exam biometric also needs to be matched than double the inventory and manpower is required as separate event will need to be created for matching with mid-exam biometric for which additional laptop, biometric device and manpower will be required. The cost will double.</p> <p>Please confirm on below points:</p> <ul style="list-style-type: none"> • Number of DV (Document Verification) rounds to be finalized. Whether DV Call letter / free travel pass is required to be generated by ECA? • What will be the Number of manpower required for DV at each location? 	<p>Only shortlisted candidates after declaration of CBT Results, will be required to appear for Typing (for JSA) and/or Stenography Test (for Jr. Steno) as the case may be. The Total number of candidates will be around 2500 and the cost aspects are reflected separately in financial BOQ. DV Call Letter will be generated by ECA in respect of Selected candidates (i.e. Approx. 200 candidates and Waitlisted Candidates, if any). This may be conducted at one location. Manpower for handling Biometric Verification for 200 candidates will be required. This can be broadly summarized as under:</p> <ul style="list-style-type: none"> (i) Biometric Capturing during CBT: For actual number of candidates (tentatively 1.2lakh) (ii) Biometric matching & Verification with previous records: For approx. 2500

			(iii) candidates appearing in proficiency test Biometric matching & Verification with previous records: For Selected candidates approx. 200 and waitlisted candidates
08	Page No. 126 2. Brief on Tests (p) Any other activities essentially required by CSIR-CRRI in connection with conduct of the examination which are not explicitly mentioned in this RfP.	Any other activities essentially required by CSIR-CRRI in connection with conduct of the examination should be defined, discussed, and mutually agreed between CSIR-CRRI & ECA. Any such ad hoc requests must be followed with sufficient time to execute and deliver.	Agreed
09	Page No. 127 Schedule VI-1: Services and Activities Schedule, Support Infrastructure iv) Adequate space for handling candidates and for safe keeping of their belongings commensurate with the capacity of the centre.	We suggest to discourage candidates from carrying any personal belongings to the venue, as it represents the security risk. The same will be communicated To candidates through e-call letters/movement order	No Change.
10	Page No. 127 Schedule VI-1: Services and Activities Schedule, Support Infrastructure (v) Audit trail of all transactions from entry till exit of the candidates.	We suggest modifying the below clause as: Audit trail of all response and activities of candidates transactions from entry start till end of exams exit of the candidates. We will ensure on the day of exam, an audit trail is generated for every candidate in which all the action-based clicks are stored. Post exam, a complete and detailed audit trail will be shared with CSIR CRRI	Agreed
11	Page No. 127, 7. Readiness and conduct of Examination b) Any change of venues due to any reason shall be completed by the ECA at least 15 days in advance.	The reason for the change of venues needs to be taken into consideration and based on availability we will further fulfill this requirement as per mutually agreed terms and conditions.	Agreed

12	<p>Page No. 128</p> <p>7. Readiness and Conduct of Examination</p> <p>(iii) AADHAR based biometric verification is also required at the stage of document verification of the candidates. However, biometric verification will be conducted at all stages right from initial biometric registration till document verification.</p>	For Aadhaar based biometric / authentication of the candidates ASA-AUA license is to be obtained by CSIR-CRRI.	Agreed.
13	<p>Page No. 128</p> <p>7. Readiness and Conduct of Examination</p> <p>1) ECA will be responsible for lodging a FIR against persons indulging in any kind of malpractice.</p>	<p>We suggest that ECA should not be held responsible for filing an FIR instead the FIR should be lodged by CSIR CRRI in presence of observer at Police Station because they are the representatives of exam conducting authority/Body.</p> <p>ECA can only provide documented inputs and support for handling FIR against persons caught in impersonation or any other malpractice during exam in consultation with CSIR CRRI</p>	Not Agreed.
14	<p>Page 129 9. Proficiency Test (Computer Typing & Stenography)</p> <p>j. As per decision of the Comptent Authority, to take a printout of the typed in passage by the candidates and get signature and thumb impression of the candidate.</p>	There is no provision to print the type in passage by the candidates.	No Change
15	<p>Page 130</p> <p>9. Proficiency Test (Computer Typing & Stenography)</p> <p>k. To submit a list of Qualified and Non-Qualified candidates list along with the printout of the result signed by the candidates along with a hand written brief of the candidates.</p>	<p>There is no provision to print the result signed by the candidates.</p> <p>The exam data is uploaded to the server of ECA Data Center after the exam is over, following which, the data can be shared with CRRI through WebCabinet for secured authorized access.</p>	No Change
16	Page 130	Please confirm if this is related to scribes to be arrange for purpose of dictation.	Yes during Proficiency Test (Typing/Stenography Test)

	9. Proficiency Test (Computer Typing & Stenography) m. For Typing Test, Passage Dictators to be provided for Blind or Low Vision Candidates on prior request communicated by CSIR-CRRI.		
17	Page No.130: 9. Proficiency Test (Computer Typing & Stenography) p. All other associated documents of Proficiency Test (Computer Typing Test & Stenography Test) to be arranged to reach CSIR-CRRI within a maximum period of 07 days from the date of conduct of Typing Test in sealed condition duly attested by authorized representative of the Service Provider.	Please confirm which documents are to be submitted for proficiency test. The timelines will be discussed and mutually agreed between ECA and CSIR-CRRI.	Documents includes attendance sheets, stenography/typing test sheet signed by the candidates etc. Timelines will be mutually discussed with the successful bidder.
18	Page No. 130: 9. Proficiency Test (Computer Typing & Stenography) q. The entire database in respect of Proficiency Test (Computer Typing Test & Stenography Test) has to be provided in MS Excel format and to preserve all the documents including successful, rejected and un- successful candidates for any categories.	ECA can provide standard system generated typing or stenography test reports through secured web cabinet portal. Please provide more details on documents for successful, rejected and unsuccessful candidates.	Individual Results, Assessment Sheet, attendance sheets, stenography / typing test sheet signed by the candidates etc.
19	Page No. 131 10. Question Set h) Complete set of question papers would be generated from the pool of questions through a computerized programme just before downloading the question paper for the examination.	Question Paper can be created / generated in advance from pool of questions using Rule Based Template. Post which a Bundle is created which has this set of QP(s). Bundle is downloaded before the examination which has the actual QP in it. QP does not generate running time during the download of Bundle before the examination. Bundles get processed on the exam day. Please confirm if the understanding is correct and if this meets the requirement	Agreed
20	Page No. 131: 11. Self-review by Candidates c) The objections raised by the candidates on the Questions/Answer keys will be resolved and	Standard SLA for objection redressal is 10 Business / Working days which is also dependent on total number of objections received.	Agreed

	finalized by the ECA within 07 days of last date of raising objections.		
21	Page No. 131: 12. Preparation of Final Score b) ECA will provide the scores of the candidates alphabetically, roll no. wise, category wise, post wise etc., within 03 days of the finalization of answer keys after objection review.	The timelines needs to be discussed and mutually agreed between ECA and CRRI.	Agreed
22	Page No. 131: 12. Preparation of Final Score c) ECA will provide the results of CBT within 15 days (including the answer key objection and resolution period) and of Proficiency Test in Typing and Stenography within 15-20 days of holding of respective stage.	Standard SLA for objection redressal is 10 Business / Working days which is also dependent on total number of objections received. The timelines for results needs to be discussed and mutually agreed between ECA and CRRI.	Agreed
23	Page NO. 131: 12. Preparation of Final Score d) ECA will have to abide by any change made by CSIR- CRRI in the procedure for conduct of examination, preparation of question papers, exhibition of answer sheets to candidates, preparation of final score and Merit List.	Prior intimation on the changes to be shared with ECA in writing and the ECA team will check the impact of the change with concerned team to arrive at a suitable timeline required to make the changes and share the output with CRRI. Any change made by nodal CRRI is to be discussed and mutually agreed. It is also subject to technical feasibility.	Agreed
24	Page N0. 136: 15. Roles and Responsibilities of Examination Conducting Agency (ECA) (xii) Ensure that no personal/private information relating to candidates is shared with any unauthorized entity.	ECA has put multiple controls to protect PI, and all information related to candidates and only authorized users have access to such information. It maintains audit trails for any such authorized access. However, CSIR-CRRI is data controller and responsibility of maintaining Data Confidentiality also lies with CSIR-CRRI.	Agreed
25	Page No. 143: 20. Server & Equipment Requirements vi. The exam venue must have a separate Server Room with adequate number of primary and backup servers. Adequate number of servers should be in- positioned at Primary and DR sites for the system with adequate load balancing and ensuring 99.999% uptime.	Request you to modify the point as below: The exam venue must have a separate Server Room with adequate number of primary and backup servers. Adequate number of servers should be in- positioned at Primary and DR sites for the system with adequate load balancing and ensuring application availability of	Agreed

		99.59% and uptime of 98% for DC infra with an exception for planned downtime99.999% uptime.	
26	<p>Page No.144: 20.: Server & Equipment Requirements</p> <p>xv. The ECA must setup a “dummy-candidate computer node” for every examination for monitoring purposes at CSIR.</p>	Due to security reasons, we suggest not to follow this process.	The said stands deleted.
27	<p>Page No. 148: 22. Surveillance System requirements</p> <p>vi. ECA is required to share the CCTV footage with CSIR- CRRI either through a File Transfer mechanism or by providing access to the storage servers, and also keep a copy of the same securely till One year after the expiry of contract between ECA and CSIR-CRRI.</p>	<p>Request you to modify the point as below: ECA is required to share the CCTV footage with CSIR-CRRI either through a File Transfer mechanism or by providing access to the storage servers, and also keep a copy of the same securely till 180 days after completion of the examination One year after the expiry of contract between ECA and CSIR-CRRI</p>	Agreed.
28	<p>Page No. 149: 23. Technical Requirements and their Standards</p> <p>iii. Software system must support digital signatures or e-sign-in capability. These capabilities shall be restricted to submission of final scores & documents by the ECA to CSIR-CRRI.</p>	<p>TCS will share all confidential information (result files etc.) with CRRI through our Web Cabinet with all files being password protected. Currently, the solution does not support digital signatures of e- sign in capabilities.</p>	To be mutually discussed with the Successful bidder
29	<p>Page No. 150: e) Performance Metrics</p> <p>Performance - The system shall provide fast and steady response times (Quality of Service). The maximum user response time shall be less than 0.001 second (1/1000th of a second) over LAN, for the next screen to appear or the existing screen to refresh for submission of data. The speed and efficiency of the system shall not be affected with growing volumes, especially during search operations, reporting, MIS, online processes and batch processes.</p>	<p>It is dependent on multiple factors such as Laptop Server, LAN/Network Bandwidth and Candidate System Configuration.</p> <p>In case if the question paper has heavy images / audio / video files etc. it will depend on size of media. which also impacts the overall response time.</p>	As per RfP
30	<p>Page No. 151: f) Minimum Technical Requirements at the Examination Venue</p>	It is dependent on multiple factors such as Laptop Server, LAN/Network Bandwidth and Candidate System Configuration.	As per RfP

	Response time for question/page loading must be less than one milli- second.	In case if the question paper has heavy images / audio / video files etc. it will depend on size of media. which also impacts the overall response time.	
31	Page No. 152: g) Infrastructure, Technical and MIS Support to CSIR-CRRI as may be required (e) CCTV footages, CCTV live streams and other relevant data submitted by the ECA at intervals defined by CSIR-CRRI.	CCTV Footage / Video Recording takes 45 days to share and will not be retained by TCS.	To be mutually discussed with the Successful bidder
32	Page No. 152: i) Software Application Requirements CSIR-CRRI or their designated agency may audit the DC/DR during business hours, with a 05 days' advance notice.	For confidentiality reasons, we do not allow customer or customer arranged third party auditors to audit our locations and/or data center. Our locations and Data centers are already audited by our own arranged third party auditors and certificate issued by them can be shared with the customer. Customer can talk to our third party auditors and in case or any gaps found in audit, our third party auditors will fill the gaps	Agreed
33	Page No. 164: Section VIII-1: Key Personnel Schedule (Entire Section)	We will be providing services to CSIR-CRRI for the scope of work of this RFP. Hence, no personnel deployment will be required to deliver in this project. Request you to remove this Section VIII-1.	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.
34	Page No. 181: Form 2: Schedule of Requirements - Compliance (Entire Form)	Please specify the relevance of the table mentioned in the Form 2: Schedule of Requirements -Compliance	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document. (To be mutually decided with Successful bidder)
35	Page N0.189: Form3.3: Personnel Deployment Plan (Entire Form)	We will be providing services to CSIR-CRRI for the scope of work of this RFP. Hence, no personnel deployment will be required to deliver in this project. Request you to please elaborate the relevance of this form.	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.
36	Page No. 191: Form3.4: Critical Equipment Deployment Plan (Entire Form)	We will be providing services to CSIR-CRRI for the scope of work of this RFP. Hence, this form will not be applicable to us. Request to remove the Critical	Please refer to first para of "IMPORTANT INFORMATION FOR

		Equipment Deployment Plan form.	THE BIDDER" in the beginning of the document.																				
37	Page No. 192: Form3.5: Critical Materials Deployment Plan (Entire Form)	We will be providing services to CSIR-CRRI for the scope of work of this RFP. Hence, this form will not be applicable to us. Request to remove the Critical Materials Deployment Plan form.	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.																				
38	Page No. 200: Form 4.3.2: Average Annual Turnover <table><tr><td colspan="2">Annual Turnover Data for the Last Three (3) Years (Services only)</td></tr><tr><td>Year</td><td>Turnover Amount</td></tr><tr><td>Average Annual Construction Turnover</td><td></td></tr></table>	Annual Turnover Data for the Last Three (3) Years (Services only)		Year	Turnover Amount	Average Annual Construction Turnover		We request you to modify the point as below: <table><tr><td colspan="2">Annual Turnover Data for the Last Three (3) Years (Services only)</td></tr><tr><td>Year</td><td>Turnover Amount</td></tr><tr><td></td><td></td></tr><tr><td>Average Annual Construction Turnover</td><td></td></tr></table> Please allow us to share the approx. turnover as the project specific turnover are not published on public domain and is confidential in nature.	Annual Turnover Data for the Last Three (3) Years (Services only)		Year	Turnover Amount			Average Annual Construction Turnover		The word 'construction' in Form 4.3.2 is deleted.						
Annual Turnover Data for the Last Three (3) Years (Services only)																							
Year	Turnover Amount																						
Average Annual Construction Turnover																							
Annual Turnover Data for the Last Three (3) Years (Services only)																							
Year	Turnover Amount																						
Average Annual Construction Turnover																							
39	Page No. 201: Form 4.3.3: Financial Resources (Entire Form)	Requesting CSIR-CRRI to accept solvency certificate against this form.	Solvency Certificate which are normally issued by banks in standard formats will be acceptable.																				
40	Page No. 202: Form 4.3.4: Current Contract Liabilities/ Works in Progress <table><tr><td>Title, No., and date of Contract</td><td>Contracting Entity; contact details</td><td>Value of outstanding work Rs Lakh</td><td>Estimated completion date</td><td>Avg monthly invoicing over last six months (Rs Lakh)</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Title, No., and date of Contract	Contracting Entity; contact details	Value of outstanding work Rs Lakh	Estimated completion date	Avg monthly invoicing over last six months (Rs Lakh)						Request you to modify the point as below: <table><tr><td>Title, No., and date of Contract</td><td>Contracting Entity; contact details</td><td>Value of outstanding work Rs Lakh</td><td>Estimated completion date</td><td>Avg monthly invoicing over last six months (Rs Lakh)</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>	Title, No., and date of Contract	Contracting Entity; contact details	Value of outstanding work Rs Lakh	Estimated completion date	Avg monthly invoicing over last six months (Rs Lakh)						No Change
Title, No., and date of Contract	Contracting Entity; contact details	Value of outstanding work Rs Lakh	Estimated completion date	Avg monthly invoicing over last six months (Rs Lakh)																			
Title, No., and date of Contract	Contracting Entity; contact details	Value of outstanding work Rs Lakh	Estimated completion date	Avg monthly invoicing over last six months (Rs Lakh)																			

41	Page No. 205: Form 6: Check list for Bidders Self-attested copy of the certificate of Local Supplier Status for Make in India policy, from auditors/ cost accountant in case of Tenders above Rs 10 Crore.	Self-attest Request you to modify the point as below: Self-attested copy of the certificate of Local Supplier Status for Make in India	Certificate as per MII Policy will be acceptable.
42	Page No. 14; 6. Submission of Bids: Applicable Bid Security as stipulated in this document/ TIS (Appendix to NIT) has to be submitted along with Bid by way of DD/BG/FDR or Insurance Surety Bonds or Bid Securing Declaration format in lieu of that. The Bid Security shall be drawn in favour of the authority stipulated in TIS. The original of the instrument need to be submitted as per the details in TIS/AITB. Bids without EMD shall be rejected summarily. Integrity Pact: As indicated, in the TIS/ AITB, all Bidders shall	Please clarify if Bid security is required in DD/BG/FDR format or Bid security declaration (Form 7A) is sufficient as mentioned in the clause. If Bid security declaration (Form 7A) is sufficient same needs to be updated in CPP portal. As https://etenders.gov.in/eprocure/app website requires DD/BG/FDR details.	EMD in the form of BSD is sufficient
43	Page No. 61: Section III: Appendix to Instructions to Bidders (AITB), Point 3 Number of Candidates appeared in a CBT in a single shift in Delhi NCR: Attach Proof: Client's Certification (or) work order from any client and name & contact details of customer	Requesting CSIR-CRRI to accept the declaration from authorized signatory for the proof of Candidate count in Delhi/NCR.	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
44	Page 61: Section III: Appendix to Instructions to Bidders (AITB), Point 8 Successfully Conducted Proficiency Test in Computer Typing in FY 2021-22, 2022-23, 2023-24 (with minimum 1,000 candidates per exam) in Delhi NCR. Attach Proof: Client's Certification (or) Work order from any client.	Requesting CSIR-CRRI to accept the declaration from authorized signatory for the proof of Candidate count	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum
45	Page 61: Section III: Appendix to Instructions to Bidders (AITB), Point 9 Successfully Conducted Proficiency Test in Stenography in FY 2021-22, 2022-23, 2023-24 (with minimum 500 candidates per exam) in Delhi NCR.	Requesting CSIR CRRI to accept the declaration from authorized signatory for the proof of Candidate count	Kindly Refer revised Scoring Model as per Annexure-I of this clarification/corrigendum

	Attach Proof: Client's Certification (or) Work order from any client.		
46	<p>Page 44. 12.1.4 Contacting Procuring Entity during the evaluation:</p> <p>From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.</p>	<p>From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.</p>	No Change.
47	<p>Page 45. 9.4. Bid Security - Related Documents</p> <p>3) Forfeiture of EMD (Enforcement of BSD): EMD shall be forfeited (or in case BSD is permitted, the declaration shall be enforced from the date of such decision) if the Bidder breaches any of the following obligation(s) under the RFP:</p> <p>(a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or</p> <p>(b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:</p> <p>i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.</p> <p>ii) fails or refuses to sign the contract.</p>	<p>3) Forfeiture of EMD (Enforcement of BSD): EMD shall be forfeited (or in case BSD is permitted, the declaration shall be enforced from the date of such decision) if the Bidder breaches any of the following obligation(s) under the RFP:</p> <p>(a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or</p> <p>(b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:</p> <p>i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.</p> <p>ii) fails or refuses to sign the <u>mutually agreed</u> contract.</p>	<p>'No Change' for other point</p> <p>Only for (ii); mutually agreed' within the framework of the bid document terms and conditions</p>

	<p>6) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:</p> <p>(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or</p> <p>(b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:</p> <p>i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.</p> <p>ii) fails or refuses to sign the contract.</p>	<p>6) The BSD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:</p> <p>(a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or</p> <p>(b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:</p> <p>i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.</p> <p>ii) fails or refuses to sign the contract.</p>	
48	<p>Page 57: 13.2.5 Signing of Contract</p> <p>1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.</p> <p>2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.</p>	<p>1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.</p> <p>2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the <u>mutually agreed</u> contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.</p>	Agreed
49	<p>Page 72: 3.2. Changes in Laws and Regulations</p> <p>Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order</p>	<p>Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated,</p>	NO Change

	<p>or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable</p>	<p>abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable</p>	
50	<p>Page 74: 5.4. Consequences of breach by Constituents of a Contractor</p> <p>Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.</p>	<p>Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.</p>	No Change
51	<p>Page 75 5.6. Obligation to Indemnify Procuring Entity</p> <p>5.6.1 For breach of IPR Rights 1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its</p>	<p>5.6.1 For breach of IPR Rights</p> <p>1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands,</p>	No Change

	<p>employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:</p> <p>a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.</p> <p>a) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and</p> <p>b) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site</p> <p>2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced Section IV: General Conditions of Contract (GCC) [71] thereby in association or combination with any other service, equipment, plant, or materials not</p>	<p>losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:</p> <p>a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.</p> <p>a) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and</p> <p>b) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site</p> <p>2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced Section IV: General Conditions of Contract (GCC) [71] thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.</p> <p>3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the</p>	
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	<p>delivered by the contractor.</p> <p>3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.</p> <p>4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.</p> <p>5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.</p>	<p>contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.</p> <p>4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.</p> <p>5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.</p> <p><u>The PROCURING ENTITY warrants that all software, information, data, materials and other assistance provided by it under this proposal shall not infringe any intellectual property rights of third parties, and agrees that it shall at all times indemnify and hold Contractor harmless from any loss, claim, damages, costs, expenses, including Attorney's fees, which may be incurred as a result of any action or claim that may be made or initiated against it by any third parties alleging infringement of their rights.</u></p>	
52	<p>Page 76. 5.6.2 For Losses and Damages Caused by Contractor</p> <p>1) the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity</p>	<p>1) the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper</p>	No Change

	<p>because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:</p> <p>a) the Services themselves or b) any other property of the Procuring Entity or c) the lives, persons, or property of others</p>	<p>precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:</p> <p>a) the Services themselves or b) any other property of the Procuring Entity or c) the lives, persons, or property of others</p>	
53	<p>Page 76. 5.7. Confidentiality, Secrecy and IPR Rights</p> <p>5.7.1 IPR Rights</p> <p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor and solely developed by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.</p>	<p>5.7.1 IPR Rights</p> <p><u>Subject to the provisions of this clause A</u>all deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor and solely developed by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.</p> <p><u>PROCURING ENTITY acknowledges and agrees that this is a professional services agreement and this agreement is not intended to be used for licensing of any Contractor's proprietary software or tools. If</u></p>	NO Change

		<p><u>Contractor and PROCURING ENTITY mutually agree that the Contractor provides to PROCURING ENTITY any proprietary software or tools of Contractor or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Section 3 shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Contractor or of a third party. Further, PROCURING ENTITY acknowledges that in performing Services under this Agreement Contractor may use Contractor's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Contractor prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Contractor Pre- Existing IP"). Contractor agrees that except with prior consent of PROCURING ENTITY, Contractor shall not embed or incorporate any Contractor Pre-Existing IP. (Notwithstanding anything to the contrary contained in this Agreement, Contractor shall continue to retain all the ownership, the rights title and interests to all Contractor Pre- Existing IP and nothing contained herein shall be construed as preventing or restricting Contractor from using Contractor Pre-Existing IP in any manner. To the extent that any Contractor Pre-</u></p>	
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		<p><u>Annexure. In addition, subject to the confidentiality obligations, CONTRACTOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.</u></p> <p><u>All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Contractor's licensor and PURCHASER shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.</u></p>	
54	<p>Page 80. 5.8. Performance Bond/ Security, Point 6</p> <p>(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.</p>	<p>(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.</p>	No Change
55	<p>Page No. 85: 5.13. Book Examination Clause</p> <p>Additional to this clause</p>	<p>5.13. Book Examination Clause</p> <p><u>Any such audit shall be conducted expeditiously, efficiently, and at reasonable business hours after giving due notice to the Contractor which shall not be less than 10 days. The cost of such audit shall be borne by the PROCURING ENTITY.</u></p>	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.

		<u>PROCURING ENTITY shall not have access to the proprietary data of, or relating to, any other Procuring Entity of Contractor, or a third party or Contractor's cost, profit, discount and pricing data. The audit shall not be permitted if it interferes with Contractor's ability to perform the services in accordance with the service levels, unless the PROCURING ENTITY relieves Contractor from meeting the applicable service levels. PROCURING ENTITY will ensure that the auditor (except CAG) appointed to conduct the audit will not be the competitor of Selected Contractor and will be bound by confidentiality obligations</u>	
56	Page No.98: 10.5.5 Limit on total Damages However, deduction on account of damages for delays and performance under this clause GCC 10.5, put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Services. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5.	However, deduction on account of damages for delays and performance under this clause GCC 10.5, put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Services. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5 <u>Notwithstanding anything contained in this Agreement the maximum aggregate penalty including all damages shall not exceed five (5) percent of the exam value of the delayed or undelivered services.</u>	No Change
57	Page No.98: 10.6. Suspension of Services: Entire Clause	Requesting CSIR-CRRI to for the removal of the clause.	Please refer to first para of "IMPORTANT INFORMATION FOR THE BIDDER" in the beginning of the document.
58	Page No. 109 12.5.2 Notice for Arbitration 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named in	1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer	No Change. As per RfP

	<p>the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p> <p>2) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice Section IV: General Conditions of Contract (GCC) [105] of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.</p> <p>3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.</p> <p>12.5.3 Reference to Arbitration After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)</p>	<p>who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.</p> <p>2) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice Section IV: General Conditions of Contract (GCC) [105] of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.</p> <p>3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.</p> <p>12.5.3 Reference to Arbitration After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)</p>	
59	Page 110: 12.5.5 Failure to appoint Arbitrators	If the Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the	No Change. As per RfP

	<p>If the Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.</p>	<p>survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.</p>	
60	<p>Page 112: 13.1.4 Contractual Remedies for Breaches/ Defaults</p> <p>If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.</p> <ol style="list-style-type: none"> 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete. 2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). 3) Recover liquidated damages and invoke denial clause for delays. 4) Encash and/ or Forfeit performance or other contractual securities. 5) Prefer claims against insurances, if any. 6) Terminate Contract for default, fully or 	<p>If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.</p> <p>1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.</p> <p>2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).</p> <p>3) Recover liquidated damages and invoke denial clause for delays.</p> <p>4) Encash and/ or Forfeit performance or other contractual securities.</p> <p>5) Prefer claims against insurances, if any.</p> <p>6) Terminate Contract for default, fully or partially including its right for Risk and Cost Procurement as per following sub clause.</p>	No Change.

	partially including its right for Risk- and-Cost Procurement as per following sub-clause.		
61	<p>Page 112: 13.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default, Point 7</p> <p>7) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.</p>	<p>7) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.</p>	No Change. As per RfP
62	<p>Page 112 13.1.5 Limitation of Liability</p> <p>Except in cases of criminal negligence or willful misconduct, the aggregate liability of the</p>	<p>Except in cases of criminal negligence or willful misconduct, tThe aggregate liability of the contractor to the Procuring Entity, whether under the</p>	NO Change.

	<p>contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.</p>	<p>contract, in tort or otherwise, shall not exceed the total <u>amount paid by PROCURING ENTITY to the Contractor in the preceding 12 months immediately giving rise to such liability</u>contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement, <u>breach of the Use Terms in respect of use of Contractor Application System; Contractor 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 PROCURING ENTITY to perform any of PROCURING ENTITY's obligations. In such event, Contractor shall be (a) allowed additional time as may be required to perform its obligations, and (b) entitled to charge the PROCURING ENTITY for additional costs incurred, if any, as may be mutually agreed upon between the Parties.</u></p> <p><u>Notwithstanding anything contained in the Agreement or any other document, neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of revenue, data and/or profit), exemplary or punitive damages, whether in contract, tort or other theories of law, even if the Party has been advised of the possibility of such damages.</u></p>	
63	<p>Page 116: 14.4.3 Remedies in addition to the above:</p> <p>3) Remove Bidder or any of its successors from the list of registered suppliers for a period not</p>	<p>3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to</p>	No Change

	exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.	apply afresh for registration after the expiry of the period of removal.	
64	<p>Page 116: 14.4.3 Remedies in addition to the above:</p> <p>5) Debar a bidder/ contractor from participation in future procurements as follows:</p> <p>a) A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above. The Ministry / Department shall maintain such a list which shall also be displayed on their website.</p> <p>b) Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) or3) above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.</p>	<p>5) Debar a bidder/ contractor from participation in future procurements as follows:</p> <p>a) A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.</p> <p>b) Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) or3) above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.</p>	<p>As per the guidelines on debarment of firms issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021.</p>
65	<p>Page 168: 5) Affirmation to terms and conditions of the Tender Document:</p> <p>We have understood the complete terms and</p>	<p>We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions with out reservations, although we are not signing and</p>	<p>No Change.</p>

	conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document	submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document	
66	<p>Page 174 Eligibility Declarations:</p> <p>3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):</p> <p>(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;</p> <p>(b) (including our Contractors/ subcontractors for any part of the contract):</p> <p>i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR- CRRI or its Ministry/ Department from participation in its Tender Processes as on date of bid submission; and/ or</p> <p>ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its</p>	<p>3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):</p> <p>(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;</p> <p>(b) (including our Contractors/ subcontractors for any part of the contract):</p> <p>i) <u>To the best of our knowledge we</u> Do do not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR-CRRI or its Ministry/ Department from participation in its Tender Processes as on date of bid submission; and/ or</p> <p>ii) <u>To the best of our knowledge and based on the documents available we</u> Are are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new</p>	NO Change.

	<p>entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.</p> <p>(c) Do not have any association (as bidder/ partner/Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.</p> <p>1) Legal Entity of Bidder:</p> <p>_____</p> <p>2) Bidder/ Agent Status:</p> <p>_____</p> <p>3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):</p> <p>(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;</p> <p>(b) including our Contractors/ subcontractors for any part of the contract):</p> <p>i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR- CRRI or its Ministry/ Department from participation in its Tender Processes as on date of bid submission; and/ or</p>	<p>“Allied Firm”, consequent to the above disqualifications.</p> <p>(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.</p> <p>1) Legal Entity of Bidder:</p> <p>_____</p> <p>2) Bidder/ Agent Status:</p> <p>_____</p> <p>3) We solemnly declare that we (including our affiliates or subsidiaries or constituents):</p> <p>(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;</p> <p>(b)</p> <p>(c) (including our Contractors/ subcontractors for any part of the contract):</p> <p>i) <u>to the best of our knowledge and based on the documents available we Do</u> not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR-CRRI or its Ministry/ Department from participation in its Tender Processes as on date of bid submission; and/ or</p> <p><u>to the best of our knowledge and based on the documents available we A</u>re not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/</p>	
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	<p>ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.</p> <p>(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated,</p> <p>iii) in the Tender Document.</p>	<p>banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.</p> <p>(c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter- indicated, in the Tender Document.</p>	
67	<p>Page 185 Deviations from Schedule of Requirements:</p> <p>We shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: Schedule of Requirements, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.</p>	<p><u>Subject to deviations</u> We we shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section VI: Schedule of Requirements, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.</p>	No Change
68	<p>Page 196 Form 4.2 Non-performance, Litigation Statement:</p> <p>Non-performance, Litigation Statement</p>	<p>Non-performance, Litigation Statement</p> <p><u>There are no material litigation which will adversely effect the delivery of services under this Agreement.</u></p>	No Change.
69	<p>Page 203 Form5: Terms and Conditions-Compliance:</p> <p>We shall comply with, abide by, and accept</p>	<p><u>Subject to deviations</u> We we shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the</p>	No Change

	without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.	Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.	
70	<p>Page 207 Form 7A: Documents Relating to Bid Security:</p> <p>We, the undersigned, solemnly declare that:</p> <p>We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.</p> <p>We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in CSIR-Central Road Research Institute for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:</p> <p>1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or</p> <p>2) being notified within the bid validity of the acceptance of our bid by the CSIR-CRRI, New Delhi:</p> <p>(a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.</p> <p>(b) Fail or refuse to sign the</p>	<p>We, the undersigned, solemnly declare that:</p> <p>We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration In lieu of Bid Security.</p> <p><u>Subject to deviations</u> We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in CSIR- Central Road Research Institute for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:</p> <p>1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or</p> <p>2) being notified within the bid validity of the acceptance of our bid by the CSIR-CRRI, New Delhi:</p> <p>(a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.</p> <p>Fail or refuse to sign the contract.</p>	No Change

	contract.		
71	<p>Page 212 Section 3 - Disqualification from tender process and exclusion from future contracts:</p> <p>If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".</p>	<p>If the 'Bidder/ Contractor', before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the 'Bidder/ Contractor' from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".</p>	No Change.
72	<p>Page 213 Section 5 - Previous transgression:</p> <p>(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.</p> <p>(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".</p>	<p>(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.</p> <p>(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".</p>	No Change.
73	<p>Page 226 Format 1.2 Price Schedule/Financial Bid:</p> <p>(ii)</p> <p>Rates quoted are inclusive of all the charges, except applicable taxes. Applicable Taxes will be extra as per Govt. rates.</p>	<p>(ii)</p> <p>Rates quoted are inexclusive of all the charges, except applicable taxes. Applicable Taxes will be extra as per Govt. rates.</p>	No Change

74	Request for following Additional Clauses to be added:	Reply to all the additional Requests: No additional clauses can be added at this stage. Bidder can state their own terms and conditions in their offer and they will be evaluated with respect to meeting the criteria of the bid document terms and conditions only and any term mentioned by the bidder which is in conflict with the bid document term/condition may lead to bidder's disqualification at any stage (Technical or Financial) of the bid evaluation process.
	<p>1. Proprietary Rights</p> <p>All rights, title and interests in and to the Services Environment and any other material used by Contractor in the provision of the Services shall exclusively belong to Contractor or its licensors ("Contractor Proprietary Material"). Any and all Intellectual Property Rights with respect to the Services and the Contractor Proprietary Material and all modifications, improvements, enhancements, or derivative works made thereto, shall always belong to Contractor or its licensors and the PROCURING ENTITY shall not be entitled to claim any rights therein. All rights, title and interests in the PROCURING ENTITY Data shall always remain with PROCURING ENTITY. However, Contractor shall have the right and license to use the PROCURING ENTITY Data for R&D and product enhancement purposes. PROCURING ENTITY agrees that Contractor shall have the right to list PROCURING ENTITY name in its marketing material and use PROCURING ENTITY logo with respect to such listing and for reference purposes. The PROCURING ENTITY acknowledges that the provision of the Services hereunder by Contractor shall be on a non-exclusive basis and Contractor shall be free at all times to provide the services or perform obligations same or similar to the Services and obligations envisaged hereunder to any of its other clients, either existing or future, and nothing herein shall preclude Contractor from providing such services or performing such obligations to its other clients.</p>	
	<p>2. Compensation</p> <p>In consideration of the Services hereunder, the PROCURING ENTITY shall pay Contractor the fees and expenses ("Charges") as specified in Schedule. All amounts payable to Contractor are exclusive of any Taxes. PROCURING ENTITY shall be entitled to deduct from applicable payments to Contractor, any tax on Contractor's income deductible at source at the rates applicable as per the provisions of Income Tax Act 1961 and provide Contractor with evidence or certificate of payment of such tax to the taxing authorities. Contractor shall submit invoices to PROCURING ENTITY in accordance with the payment schedule. PROCURING ENTITY shall remit payment to Contractor within thirty (30) days from the date of invoice. Contractor shall invoice and PROCURING ENTITY shall make payment, in advance, in accordance with the billing period. If any invoice remains unpaid after the aforesaid period, Contractor shall be entitled to recover the unpaid invoices with interest of one percent (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>	
	<p>3. Processing Norms</p> <p>Procuring Entity and CONTRACTOR acknowledge and agree that the provision of Services under this Agreement may require CONTRACTOR to interact with the Procuring Entity and suppliers of Procuring Entity relating to the Services as special agent for and on behalf of the Procuring Entity and/or to process transactions, in accordance with the general or special guidelines, norms and instructions ("Processing Norms") provided and / or validated and / or accepted by Procuring Entity and agreed by the Parties. Candidate data including but not limited to Personal Data, images of the candidate shall belong to the Procuring Entity, with CONTRACTOR being a data processor for the Procuring Entity. CONTRACTOR shall be entitled to rely on and act in accordance with any such Processing Norms agreed by the parties and CONTRACTOR shall incur no liability for claims, loss or damages arising as a result of CONTRACTOR's compliance with the Processing Norms. Procuring</p>	

	<p>Entity agrees to indemnify, defend and hold CONTRACTOR and its affiliates, their officers and employees involved in the Services, harmless from any and all claims, actions or proceedings and damages, liabilities, costs and expenses, including but not limited to reasonable attorney's fees and expenses, incurred or suffered by CONTRACTOR arising out of or resulting from CONTRACTOR' compliance with Processing Norms. Further, Procuring Entity shall be responsible for all activity occurring under its control and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with their use of the Service, including those related to data privacy, international communications and the transmission of technical or Personal Data.</p> <p>It is agreed between the parties that the Procuring Entity shall represent and front end any investigation, enquiry or any similar actions by any agency, regulator or authority being owner of such outsourced activity and CONTRACTOR will provide whatever reasonable support that may be necessary for the purpose of facilitating any such requirement of the regulator or investigation agencies. Procuring Entity shall indemnify and keep CONTRACTOR indemnified for any loss, damages, claims, penalties, cost and expenses including but not limited to reasonable attorney's fees, in the event CONTRACTOR is exposed to any such investigation, enquiry or any similar proceedings.</p>
	<p>4. Confidential Information</p> <p>Each Party (the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the other Party (the "Disclosing Party") hereunder. The Receiving Party shall not disclose or disseminate the Disclosing Party's Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all such steps to prevent unauthorized access to the Disclosing Party's Confidential Information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, (ii) shall not use the Disclosing Party's Confidential Information, or authorize other persons or entities to use the Disclosing Party's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights hereunder, and (iii) shall require all persons and entities who are provided access to the Disclosing Party's Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions substantially similar to those set forth in this Clause __. The provisions of this Clause __respecting Confidential Information shall not apply to the extent, but only to the extent, that such Confidential Information is: (a) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (d) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the Disclosing Party's written request at any time, or following the completion or termination of this Agreement, the Receiving Party shall promptly return to the Disclosing Party, or destroy, all Confidential Information of the Disclosing Party provided under or in connection with this Agreement, including all copies, portions and summaries thereof.</p>
	<p>5. Representations And Warranties</p>

	<p>Contractor warrants that the Services will be provided in a skillful and workman like manner and in conformity with the scope. Notwithstanding the aforesaid, any Services which are provided by Contractor free of charge or are otherwise not chargeable shall be provided on an 'AS IS' basis without any warranties whatsoever. Each Party represents, warrants and covenants to the other that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) it has the full right and authority to enter into and that this Agreement constitutes a legal, valid and binding obligation; and(iii) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party. EXCEPT AS SET FORTH IN THIS CLAUSE, Contractor MAKES NO WARRANTIES TO PROCURING ENTITY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR DELIVERABLES PROVIDED HEREUNDER OR UNDER SCOPE OF WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY Contractor.</p>
	<p>6. Term and Termination</p> <p>6.1 Term: The term of this Agreement shall commence on the Effective Date and continue for ___, unless terminated earlier in accordance with the provisions herein. The Agreement may be renewed for further term(s) on mutual agreement between the Parties.</p> <p>6.2 Termination for Material Breach. Either Party may terminate this Agreement immediately by a written notice to the other Party (i) in the event of a material breach by the other Party, by a written notice immediately, if the breach is not curable and by a written notice of 30 days, if the breach is curable and is not cured within the said notice period; or (ii) in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other Party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings.</p> <p>6.3 Effect of termination. In the event of termination or expiry of this Agreement, (A) PROCURING ENTITY shall (i) forthwith cease to access and/ or use any of Contractor Application Systems and Services Environment; (ii) return to Contractor any of Contractor confidential and proprietary information and material in its possession; and (B) Contractor shall (i) return to PROCURING ENTITY all confidential and proprietary information of PROCURING ENTITY ; (ii) if a third party software license is obtained specifically for the PROCURING ENTITY under this Agreement and allows PROCURING ENTITY to use such software after termination of this Agreement, then Contractor shall transfer such third party software to PROCURING ENTITY on an 'AS IS' basis. Any additional fee if applicable for such transfer shall be borne by the PROCURING ENTITY .</p>
	<p>7. Miscellaneous Provisions</p> <p>7.1 Independent Contractors and assignment. Each Party to this contract is an independent contracting entity and shall not be deemed an agent, legal representative, joint venture partner or partner of the other. Neither Party is authorized to bind the other to any third person. PROCURING ENTITY shall not assign or transfer this Agreement or any obligations hereunder to any third party, without the prior written consent of</p>

Contractor.

7.2 Governing Law and Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of India. All disputes or differences whatsoever arising between the Parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be settled amicably. If, however, the Parties are not able to resolve such dispute or difference amicably, the same shall be referred for Arbitration to a sole Arbitrator to be mutually agreed upon, and failing such agreement to an Arbitration tribunal consisting of three arbitrators. Each Party will nominate an arbitrator and these two arbitrators by mutual agreement will appoint the third arbitrator to constitute the Arbitration tribunal. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings will be carried out at New Delhi and the award made in pursuance thereof shall be binding on the Parties.

USE TERMS for Contractor Application System (Contractor proprietary) These Use Terms will govern the Use by PROCURING ENTITY of Contractor Application SystemP, during the Contract Term of the Agreement for Services effective _ (“Agreement”) signed between PROCURING ENTITY named herein below and Tata Consultancy Services Limited (“Contractor”).

1. DEFINITIONS

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

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

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Usage rights. (i) Subject to the terms and conditions set forth in this Use Terms, effective upon the installation of the Contractor Application System by Contractor or upon Contractor permitting access to PROCURING ENTITY of the Contractor Application System through any means, Contractor hereby grants to PROCURING ENTITY the right to Use as specifically permitted under this Use Terms and to permit Authorized Users to Use the Contractor Application System during the Agreement for Contract Term. The forgoing does not (a) authorize installation of the Contractor Application System other than on Target Environment, (b) permit Use of the Contractor Application System for any purpose other than as permitted under this Use Terms, or (c) permit Use of the Contractor Application System to any Person other than Authorized User. Any extension or change of the contractual use of the Contractor Application System requires Contractor’ prior written consent and authorization. PROCURING ENTITY is responsible to ensure compliance with all usage restrictions and other applicable terms and conditions of this Use

Terms by each Authorized User. Any breach or non-compliance of the terms and conditions of this Use Terms by any Authorized User shall be deemed to be a breach or non-compliance by PROCURING ENTITY . PROCURING ENTITY will indemnify and defend the Contractor in respect of any breach of this Use Terms to the extent that such breach arises from any act (or failure to act) by the Authorized Users. (ii) The usage rights granted herein and the provisions of this Use Terms do not grant or convey to PROCURING ENTITY any ownership rights and interest or title in or to the Contractor Application System any Intellectual Property Rights therein nor do they permit PROCURING ENTITY to make derivative works or to make copies of the Contractor Application System. To the extent that Contractor Application System consists of any software codes, such material, when delivered to PROCURING ENTITY pursuant to this Use Terms, shall be delivered by Contractor in Object Code form only and PROCURING ENTITY shall not have any right or license with respect to the Source Code or data base design of the Contractor Application System.

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

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

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

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

	<p>3. OWNERSHIP AND PROPRIETARY RIGHTS</p> <p>PROCURING ENTITY acknowledges and agrees that Contractor does and will continue to own all Intellectual Properties and Intellectual Property Rights in or attached to the Contractor Application System, including without limitation, in or attached to any enhancement and upgrades and any derivative works thereof even if made for, by or on behalf of PROCURING ENTITY. Nothing contained herein shall be construed as a transfer, assignment or conveyance by Contractor to PROCURING ENTITY of the ownership or title to the Intellectual Property or Intellectual Property Rights in or attached to the Contractor Application System or any enhancements, upgrades or derivative works thereof.</p> <p>4. MISCELLANEOUS</p> <p>In the event of any conflict between the provisions of this Use Terms and those in the Agreement for Services or the Agreement, notwithstanding any contrary provision anywhere else, PROCURING ENTITY and Contractor specifically agree and acknowledge that the provision of this Use Terms will prevail with respect to the Contractor Application System.</p>		
	EDUTEST		
01	<p>(Page No.13)</p> <p>(i) Not stand declared ineligible/ blacklisted/ banned / debarred by the Council of Scientific & Industrial Research or any other Central / State Ministry / Department / PSU from participation in its Tender Processes; and/ or</p> <p>(ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities,</p>	<p>Eligibility Guideline should be in-line WITH as per CSIR & GOVT of INDIA GUIDELINES FOR Debarment of Firms from Bidding.</p> <p>State Ministry Word is nowhere in the guideline floated by CSIR & Govt of India.</p>	<p>As per the guidelines on debarment of firms issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021.</p>
02	<p>Form 1.2: Eligibility Declarations stated below point:-</p> <p>i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Council of Scientific & Industrial Research or CSIR-CRRI or its Ministry/ Department from participation in its Tender Processes as on date of bid submission; and/ or</p> <p>ii) Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from</p>	<p>Eligibility Guideline should be in-line WITH as per CSIR & GOVT of INDIA GUIDELINES FOR Debarment of Firms from Bidding.</p> <p>State Ministry Word is nowhere in the guideline floated by CSIR & Govt of India.</p>	<p>As per the guidelines on debarment of firms issued by the Department of Expenditure, Ministry of Finance, Procurement Policy division dated 02.11.2021.</p>

	participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new “Allied Firm”, consequent to the above disqualifications.		
R D INSTITUTE OF SYSTEMATIC LEARNING			
01	<p>In reference to the pre-bid meeting held on 14.01.2025, we request you kindly to consider the following points and issue necessary corrigendum in the bid documents.</p> <p>We are woman owned MSME and we seek relaxation and waiver in the EMD/Performance security and other terms of prior turnover and past experience. We do have sufficient capability to carry out the work as mentioned in the scope of work of the tender document.</p> <p>It is mentioned in the tender document that preference will be given to MSME organizations as per GFR Rules-2017, the required relaxation and waiver will be provided to the MSMEs and Startups, so we request you kindly to relax the terms for MSME and award us minimum marks so that we can compete in the QCBS evaluation and issue relevant corrigendum.</p>	<p>EMD can be submitted in the form of BSD instead of BG/DD etc. Purchase Preference policy for MSME will be applicable as per the provisions of the policy. However, no relaxation can be provided for past experience or turnover which is kept at minimum given the scale of this exam.</p>	

Pre Bid Meeting was held in OFFLINE mode on 10/01/25 and then again in ONLINE mode on 14/01/2025. ANSWERS to QUERIES sent by participating firms or raised during the course of Pre-Bid Discussions have been CLARIFIED/ ANSWERED in this CORRIGENDUM. Based on such answers or clarifications, respective clauses or Scoring Model, Qualifying Criteria etc. in the hosted Bid Document stands MODIFIED / AMENDED to that extent. There could be repetition of few clarifications / answers in view of same query having been raised by different participants. BIDDERS MUST REFER TO THIS CORRIGENDUM FOR CLARIFICATION BEFORE MAKING AND SUBMITTING THEIR BIDS.

Revised Scoring Model

ITB
12.3.5

The Evaluation Committee shall evaluate the Technical Bids on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and sub criteria as specified in this Tender document. A Proposal shall be rejected at this stage if it does not respond to requirements of the Tender document. Technical evaluation will be based on the criteria given below (Total 100 points):-

S. No	Details	Marks	Maximum Marks
1.	Average turnover of the Company from successfully completed examination Activities in the F.Y. 2021-22, 2022-23 & 2023-24.		10
	Turnover >= Rs 30 Cr	10	
	Turnover >= Rs 20 Cr but < Rs 30 Cr	8	
	Turnover >= Rs 10 Cr but < Rs 20 Cr	6	
	Turnover >= Rs 05 Cr but < Rs 10 Cr	4	
	Attach Proof: Certificate issued by the Company Auditor specifying the turnover for each of the three year and audited Balance sheets of the company signed by Company Auditor.		
2.	Successfully Conducted Computer Based Exams during last three years from the last date of submission of bids (with minimum 75,000 candidates per exam).		20
	Conducted more than 12 exams	20	
	Conducted 09 -12 exams	15	
	Conducted 5 – 08 exams	10	
	Conducted upto 4 exams	05	
	Attach Proof: Client’s Certification for successfully completion of Work.		
3.	Number of Candidates appeared in a CBT in a single shift in Delhi NCR* during last three years from the last date of submission of bids:		20
	Candidates >=15,000	20	
	Candidates >=11,000 less than 15,000	18	
	Candidates >=9,000 less than 11,000	14	
	Candidates >=6000 less than 9,000	10	
	Candidates <6,000	04	
Attach Proof: An Undertaking/Self Declaration on the Letter Head of the Bidding Company with details of Single Shift Count in Delhi along with relevant Contract/Work Order and Completion Certificate of the			

		particular work/contract.	
	4.	The Bidder must host the application in a Tier III Data Centre (including Disaster Recovery) which must be physically located in India, owned by the Bidder or by a third party, and have latest ISO (i.e. 90001, 27000, 27001, 20000) certification and MeiTY empanelled.	10
		Own data Centre & DR	10
		Hired data Centre & DR	7
		Attach Proof: Certificate issued to the DC / DR and self-certificate to the effect that Exam IT solution is hosted in that DC/ DR.	
	5	Manpower strength of Service Provider on their rolls in Computer Based Examinations vertical as on 31st December 2024	10
		>500	10
		More than 250 but <=500	7
		Upto 250	5
		Attach Proof: Declaration by the company secretary/ HR Head/ Authorized signatory	
	6	Maximum Venues (Labs / Computer centres; owned or hired) with facility more than 200 computers for any single Exam (in CBT Mode) as on 31st Dec, 2024 in Delhi NCR*only	10
		More than 60	10
		More than 40 but <=60	08
		More than 25 but <=40	05
		Attach Proof: Self Declaration (on official letter of company) of List of Venues (Labs/Computer Centres; owned or hired) with facility more than 200 computer	
	7	(A) CMMi Levels on Services	05
		CMMi Level 5	05
		CMMi Level 4	04
		CMMi Level 3	03
		(B) CMMi Levels on Development	05
		CMMi Level 5	05
		CMMi Level 4	04
		CMMi Level 3	03
			10 (A+B)

	Attach Proof: Pl submit Proof of result published on CMMI website at https://www.cmmiinstitute.com/pars/		
8.	Successfully Conducted Proficiency Test in Computer Typing during the last three years from the last date of submission of bids (with minimum 500 candidates per exam). However, this test will be held in Delhi NCR*.		05
	Yes	05	
	No	00	
	Attach Proof: Client’s Certification for successful completion of work.		
9.	Successfully Conducted Proficiency Test in Stenography during the last three years from the last date of submission of bids (with minimum 200 candidates per exam). However, this test will be held in Delhi NCR*.		05
	Yes	05	
	No	00	
	Attach Proof: Client’s Certification for successful completion of Work.		
	TOTAL		100
Note: Delhi NCR* will include NCT Delhi, Noida, Gautam Budh Nagar, Gurugram, Ghaziabad, Faridabad only.			
<u>Eligibility Condition:</u> Any bidder scoring 65% or more in the above Technical Score, will be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal and individually to all participant bidders in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.			

REVISED**SECTION VIII: QUALIFICATION CRITERIA**

Tender Document No.01/2024-PC; Tender Title: Hiring of Examination Conducting Agency (ECA) for doing the end to end examination work for the Junior Secretariat Assistant (JSA) (General/Finance & Accounts/Stores & Purchase) and Junior Stenographer level Posts

(Ref ITB-clause 9.2)

The Tenderer must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Tender Document. Keeping in view the complexity and volume of the work involved, the Tenderer must also possess the Technical know-how and the Financial wherewithal that would be required to successfully provide the required services sought by CSIR-CRRI. All the relevant documents must be uploaded while submitting Bid.		
<u>1.</u>	Capability, Experience and Other Criteria	Documents to be uploaded
<u>1.1</u>	Past experience in work of similar nature Should have executed a minimum of three (03) projects of similar nature during the last three years with a minimum of 75,000 candidates for the conduct of successful examination. Note: Successful Bidder/ ECA shall be required to design and develop Online Registration portal with online payment Gateway.	Photocopies of work orders and satisfactory performance reports from the user department need to be attached
<u>1.2</u>	The Tenderer must have at least 100 nos. of manpower on its payroll (on regular basis) as on 31.12.2024.	An undertaking is to be submitted in this regard. Please submit copy of EPF/ESIC receipt along with undertaking
<u>2.</u>	Financial Criteria	Documents to be uploaded
<u>2.1</u>	Average annual turnover of the Agency from successfully completed examination Activities in the F.Y. 2021-22, 2022-23 & 2023-24. Minimum Rs. 5 crores Turnover should be of the bidding agency and not that of the group to which the agency belong. The turnover refers to a company and not the composite turnover of its subsidiaries/sister concern etc.	The requisite Turn Over should be duly certified by a Chartered Accountant with his Seal, Signature and Registration number. In case of Govt./PSUs/ABs, this Certificate may be given by the Authorised Officer of concerned organization.
<u>2.2</u>	The Tenderer should have a positive Net-worth for the Financial Years 2021-2022, 2022-2023 & 2023-2024.	This must reflect in the audited balance sheet to be submitted along with the Technical Bid or duly certified by a Chartered Accountant with his Seal, Signature and Registration Number.
<u>2.3</u>	The Tenderers are required to upload and submit summarized page of Audited Income statement and	Summarized pages of Audited Income statement

	Balance sheet for last 03 (Three) Financial years i.e. for 2021-2022, 2022-2023 and 2023-2024 duly certified by a Chartered Accountant with his Seal, Signature and Registration Number.	and Balance sheet, duly certified by a Chartered Accountant to be provided.
<u>3.</u>	Technical Criteria	Documents to be uploaded
<u>3.1</u>	The Tenderer must have own/outsourced code of the application software.	Please attach proof (Self-declaration, duly notarized will suffice. In case of Licensed Software, please attach evidence of valid license.)
<u>3.2</u>	The Tenderer must have minimum SEI CMMi Level 3 Certificate (Service/Development).	Please attach proof
<u>3.3</u>	The Tenderer must have owned/outsourced Tier III Primary DC infrastructure with Secondary DC	Please attach proof

Note for Bidders: Regarding this Schedule, Bidders shall submit the following forms, considering necessary for the stipulated form of BOQ/ Contract.

- Form 4: Qualification Criteria - Compliance
- Form 4.1: Performance Statement
- Form 4.2: Non-performance, Litigation Statement
- Form 4.3: Financial Capability Statements
- Form 3.3: Personnel Deployment Plan
- Form 3.4: Equipment Deployment plan

Relevant Date when the specified period ends for different supporting reports shall be:

- 1) For all annual reports, periods mentioned are ending with the financial year
- 2) For other statements, periods mentioned end on the month before the last date of bid submission.

Note to Bidder:

The audited balance sheet and/or banking reference certified by a chartered accountant with stamp, signature and UDIN number shall be submitted by Bidder along with the bid. Banking reference (from a Scheduled Bank in India, and it should not be more than 3 months old as on date of bid submission) should contain in clear terms the amount that the bank shall be in a position to lend for this work to the applicant/ member of the Joint Venture/ Consortium. If the Current Net Assets (as seen from the Balance Sheets) are negative, only the Banking references shall be considered. Otherwise, the aggregate of the Current Net Assets and submitted Banking references shall be considered for working out the Liquidity. Failure to submit any of the two documents as evidence of financial capacity may result in the rejection of the bid. The statement must be counter-signed by an authorized representative of the Bidder.

Subcontractors' experience and resources shall not be considered in determining the Bidder's compliance with the qualifying criteria unless otherwise stated in the Qualification Requirements above.